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Receiver

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

RICHARD VU NGUYEN, A/K/A  
NGUYEN THANH VU, AND NTV  
FINANCIAL GROUP, INC.,

Defendants,

and

MAI DO,

Relief Defendant.

Case No. SACV19-1174-SVW (KESX)

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
MOTION OF RECEIVER, JEFFREY  
E. BRANDLIN, FOR ORDER:**

- (1) AUTHORIZING SALE OF  
NORTH WESTWOOD  
AVENUE PROPERTY; AND**
- (2) AUTHORIZING PAYMENT OF  
CERTAIN LIENS, CLAIMS,  
BROKER'S COMMISSION,  
AND ORDINARY COSTS OF  
SALE**

**DECLARATIONS OF J. BRANDLIN  
AND P. SEYMOUR IN SUPPORT  
THEREOF**

[Notice of Motion and Motion  
submitted concurrently herewith]

DATE: August 17, 2020

TIME: 1:30 p.m.

CTRM: 10A

350 W. 1<sup>st</sup> Street

Los Angeles, CA 90012

JUDGE: Hon. Stephen V. Wilson

**TO THE HONORABLE STEPHEN V. WILSON, UNITED STATES  
DISTRICT JUDGE, AND ALL PARTIES AND THEIR COUNSEL OF  
RECORD:**

Jeffrey E. Brandlin, in his capacity as the receiver (the "Receiver") of NTV Financial Group, Inc. ("NTV Financial"), bank accounts held by or for the benefit of defendant Richard Nguyen and relief defendant Mai Do, and property acquired in whole or in part with investor funds (collectively, the "Receivership Entity"), submits this *Motion for Order: (1) Authorizing Sale of North Westwood Avenue Property and (2) Authorizing Payment of Certain Liens, Claims, Broker's Commission, and Ordinary Costs of Sale* (the "Motion"). In support of the Motion, the Receiver submits the following memorandum of points and authorities, and the declarations of Jeffrey E. Brandlin and Phil Seymour, and respectfully represents as follows:

**I. INTRODUCTION**

The court previously authorized the Receiver to engage a real estate broker to market the property located at 2101 North Westwood Ave., Santa Ana, CA 92706 (the "Property") for sale and approved overbid procedures to ensure that the Receiver gets the highest and best bid for the Property. After several months of marketing the Property for sale, the Receiver has received an offer from a third party to purchase the Property for \$1,080,000, subject to overbids. Because a sale at this price will result in a benefit to the estate and is the best and highest offer received, the Receiver requests that the Court approve the sale to the current buyers or any successful overbidder. The deadline for the receipt of overbids is August 7, 2020, and the Receiver will file a report with the Court seven (7) days prior to the

1 hearing setting forth whether overbids have been received and if there is a  
2 need for an auction.

## 3 4 **II. BACKGROUND**

### 5 **A. The Receiver's Appointment**

6 On June 24, 2019, the Receiver was appointed temporary receiver for  
7 the Receivership Entity, with full powers of an equity receiver, including, but  
8 not limited to, full power over all assets and property belonging to, being  
9 managed by, or in the possession or control of the Receivership Entity.  
10 (See Docket Nos. 14 and 21.) On July 2, 2019, the Court entered the  
11 preliminary injunction and related orders [Docket No. 21] ("PI Order"), which,  
12 among other things, made the Receiver's appointment permanent. The PI  
13 Order was subsequently amended by orders entered on August 9, 2019  
14 [Docket No. 54], August 15, 2019 [Docket No. 58], and September 18, 2019  
15 [Docket No. 71] (the "Amended PI Order"), all of which provided that the  
16 Receiver remain as permanent receiver.

17 Pursuant to the terms of the Amended PI Order, the Receiver remains  
18 as the permanent receiver of the Receivership Entity, "with full powers of an  
19 equity receiver, including, but not limited to, full power over all funds, assets,  
20 collateral . . . and other property belonging to, being managed by or in  
21 possession of or all control of [the Receivership Entity]" (*Id.* at 8-9.) The  
22 Amended PI Order authorizes the Receiver to take possession of all real  
23 property of the Receivership Entity, wherever located, and to take such  
24 action as is necessary to preserve the assets of the Receivership Entity. (*Id.*  
25 at 9.)

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1           **B. The Property**

2           On May 29, 2019, relief defendant Mai Do acquired the Property for  
3 \$1,050,000. On October 4, 2019, the Receiver filed a motion for order in aid  
4 of the order appointing the receiver, which requested, *inter alia*, that the  
5 Property be formally brought into the Receivership Estate because it was  
6 acquired with investor funds. (See Docket No. 80) On November 4, 2019,  
7 the Court entered an order granting that motion and determining that the  
8 Property is part of the Receivership Estate. (See Docket No. 91.) The Court  
9 subsequently authorized the Receiver's retention of Phil Seymour of Keller  
10 Williams Realty (the "Broker") to market the Property and approved overbid  
11 procedures. Because this is a receivership, the Broker reduced his standard  
12 commission to 5%. The Court also approved procedures for the submission  
13 of any overbids, which have been implemented in connection with this  
14 Motion and are described in more detail below. (See Docket No. 116.)

15           According to a recent preliminary title report for the Property, the  
16 Property is encumbered by a deed of trust securing a note with a principal  
17 balance of \$735,000, delinquent property taxes of \$9,469.17, and property  
18 tax liens of \$687.55. A copy of the preliminary title report dated June 25,  
19 2020, is attached as Exhibit "1." The preliminary title report reflects a  
20 judgment lien in the amount of \$2,148.13 and a lien in favor of Hung Phi  
21 Nguyen. A copy of the lien in favor of Hung Phi Nguyen in the amount of  
22 \$75.00 is attached hereto as Exhibit "2."

23           Assuming 7% costs of sale and the other costs to be paid from the  
24 proceeds of sale, the proposed sale is expected to net the Receivership  
25 Estate approximately \$250,000.

**C. The Marketing of the Property**

When the Receiver took possession of the Property, the furniture had been removed, but there was trash left behind and the Property needed to be cleaned. The Broker prepared the Property to be marketed, incurring costs of about \$2,500 in doing so with the Receiver's agreement that the costs would be reimbursed at the closing of any sale of the Property.

Once the Property was prepared to be marketed, the Broker listed the Property in February 2020 on the multiple listing service and other popular real estate listing services such as Redfin. The Broker also created a virtual online tour of the Property so that the Property could be shown in the midst of California's "shelter-in-place" orders.

The Broker received some expressions of interest in the Property. The Property was shown six times. The Broker only received an offer from Agustin Zamudio and Maria E. Zamudio (the "Buyers"). The Buyers initially offered to purchase the Property for \$930,000. However, after negotiations, the Buyers increased their offer to \$1,080,000, which offer is the subject of this Motion. This is the highest and best offer received to date. (See Seymour Decl. at ¶ 6.)

**III. TERMS OF THE AGREEMENT**

The primary terms of the proposed sale are described below. For an exhaustive description of the sale terms, please refer to the *California Residential Purchase Agreement and Joint Escrow Instructions*, the *Addendum to California Residential Purchase Agreement and Joint Escrow Instructions Prepared 6/13/2020*, and all related documents (collectively, the "Purchase Agreement") attached hereto as Exhibit "3."

1. Agustin Zamudio and Maria E. Zamudio are the Buyers.

2. The Receiver is selling the Property in an "as is", where is condition or basis without any representations or warranties whatsoever, implied or express, including, without limitation, representations or warranties as to title, oil and mineral rights, city or government agency notifications regarding work to be done, marketability of title, ownership, physical condition, compliance with state, city or federal statutes, codes, ordinances, or regulations, geological stability, zoning, suitability for improvements on the Property, nor any assurances regarding the sub-divisibility of the Property.
3. The purchase price for the Property is \$1,080,000 (the "Purchase Price"). The Purchase Price is payable as follows:
  - (a) Buyers deposited \$32,400 into escrow (the "Deposit"), and the Deposit became nonrefundable except in the event of (i) the Receiver's acceptance of an overbid; or (ii) the Court's failure to approve the sale contemplated in the Motion.
  - (b) On the closing date, Buyers shall deposit the entire balance of the Purchase Price into escrow, plus all other costs and expenses chargeable to Buyers, in good funds, less the Deposit.
4. The sale is subject to overbid.
5. The Purchase Agreement is subject to Court approval. The sale is estimated to net the Receivership Estate the approximate sum of \$250,000.
6. By separate agreement, the Receiver has agreed to credit the Buyers \$5,000 for repair costs related to an alleged cracked

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foundation and other alleged damages to the Property. During the Buyers inspection of the Property, they purportedly discovered cracks in the foundation and other damages, and requested a credit of \$15,500 to compensate the Buyers for the damages. After further review and negotiation, the Receiver and the Buyers ultimately agreed that the Buyers be credited \$5,000 towards the purchase price for the alleged damages.

7. By separate agreement, the Receiver has agreed to pay the Broker a commission of 5% of the final purchase price, to be shared with the Buyers' broker.

#### IV. IMPLEMENTATION OF COURT-APPROVED BID PROCEDURES

In accordance with the previously approved bid procedures (See Docket Nos. 109 & 116.):

1. The Property is continuing to be marketed and the opportunity to submit an overbid is being published for four consecutive weeks in the *Orange County Register* and being provided to parties who have expressed an interest in the Property.
2. Other prospective purchasers will have the opportunity to qualify to bid at the auction ("Qualified Bidder"). The deadline to submit an overbid and become a Qualified Bidder is August 7, 2020, at 5:00 p.m. Any overbid must be sent to the Receiver's Broker, Keller Williams Realty, attn: Sendy Mackenzie, 17822 E. 17<sup>th</sup> St., Suite 101, Tustin, CA 92780.
3. To be a Qualified Bidder, one must submit the following documentation: (i) a fully executed non-contingent purchase and sale agreement in a form substantially similar to the Purchase

Agreement; (ii) evidence, in a form reasonably acceptable to the Receiver, that the bidder has the present ability to pay at least the minimum overbid amount, or minimum bid amount, to be established by the Receiver; and (iii) an earnest money deposit (the "Overbid Deposit") by cashier's check payable to the Receiver equal to 10% of the minimum bid amount, although the Receiver may reduce this requirement if he believes it is in the best interest of the Receivership Estate. The Overbid Deposit will be non-refundable to the winning bidder if, for any reason, (a) the winning bidder fails to close the sale or (b) the winning bidder fails to fund the balance of the purchase price in a timely manner.

4. The Receiver will file a report with the Court seven (7) days before the hearing setting forth whether overbids have been received and if there is a need for an auction. If there are no overbids from Qualified Bidders, then the Receiver requests that the Court confirm the sale to the Buyers. If there are Qualified Bidders, the Qualified Bidders shall appear at the sale hearing in person or through a duly authorized representative. If a Qualified Bidder appears, then the Receiver, through his counsel, will conduct an auction of the Property.

## **V. ARGUMENT**

"The power of a district court to impose a receivership or grant other forms of ancillary relief does not in the first instance depend on a statutory grant of power from the securities laws. Rather, the authority derives from the inherent power of a court of equity to fashion effective relief." *SEC v.*

1 *Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980). The "primary purpose of  
2 equity receiverships is to promote orderly and efficient administration of the  
3 estate by the district court for the benefit of creditors." *SEC v. Hardy*, 803  
4 F.2d 1034, 1038 (9th Cir. 1986).

5 District courts have the broad power of a court of equity to determine  
6 the appropriate action in the administration and supervision of an equity  
7 receivership. See *SEC v. Capital Consultants, LLC*, 397 F.3d 733, 738 (9th  
8 Cir. 2005). The Ninth Circuit explained:

9  
10 A district court's power to supervise an equity  
11 receivership and to determine the appropriate action to  
12 be taken in the administration of the receivership is  
13 extremely broad. The district court has broad powers  
14 and wide discretion to determine the appropriate relief  
15 in an equity receivership. The basis for this broad  
16 deference to the district court's supervisory role in equity  
17 receiverships arises out of the fact that most  
18 receiverships involve multiple parties and complex  
19 transactions. A district court's decision concerning the  
20 supervision of an equitable receivership is reviewed for  
21 abuse of discretion.

22 *Id.* (citations omitted); see also *CFTC v. Topworth Int'l, Ltd.*, 205 F.3d 1107,  
23 1115 (9th Cir. 1999) ("This court affords 'broad deference' to the court's  
24 supervisory role, and 'we generally uphold reasonable procedures instituted  
25 by the district court that serve th[e] purpose' of orderly and efficient  
26 administration of the receivership for the benefit of creditors.").

27 Accordingly, the Court has broad equitable powers and discretion in  
28 formulating procedures, schedules and guidelines for administration of the  
receivership estate and disposition of receivership assets.

#### 29 **A. The Proposed Sale**

30 It is generally conceded that a court of equity having custody and  
31 control of property has power to order a sale of the same in its discretion.  
32 See, e.g., *Elliott, supra*, 953 F.2d at 1566 (finding that the District Court has

1 broad powers and wide discretion to determine relief in an equity  
2 receivership). "The power of sale necessarily follows the power to take  
3 possession and control of and to preserve property." See also *SEC v.*  
4 *American Capital Invest., Inc.*, 98 F.3d 1133, 1144 (9th Cir. 1996), *cert.*  
5 *denied* 520 U.S. 1195 (decision abrogated on other grounds) (*citing* 2 Ralph  
6 Ewing Clark, Treatise on Law & Practice of Receivers § 482 (3d ed. 1992)  
7 (*citing First Nat'l Bank v. Shedd*, 121 U.S. 74, 87 (1887))). "When a court of  
8 equity orders property in its custody to be sold, the court itself as vendor  
9 confirms the title in the purchaser." 2 Ralph Ewing Clark, Treatise on Law &  
10 Practice of Receivers § 487).

11 "A court of equity, under proper circumstances, has the power to order  
12 a receiver to sell property free and clear of all encumbrances." *Miners' Bank*  
13 *of Wilkes-Barre v. Acker*, 66 F.2d 850, 853 (2d. Cir. 1933). See also, 2  
14 Ralph Ewing Clark, Treatise on Law & Practice of Receivers § 500. To that  
15 end, a federal court is not limited or deprived of any of its equity powers by  
16 state statute. *Beet Growers Sugar Co. v. Columbia Trust Co.*, 3 F.2d 755,  
17 757 (9th Cir. 1925) (state statute allowing time to redeem property after a  
18 foreclosure sale not applicable in a receivership sale).

19 Generally, when a court-appointed receiver is involved, the receiver,  
20 as agent for the court, should conduct the sale of the receivership property.  
21 *Blakely Airport Joint Venture II v. Federal Sav. and Loan Ins. Corp.*, 678 F.  
22 Supp. 154, 156 (N.D. Tex. 1988). The receiver's sale conveys "good"  
23 equitable title enforced by an injunction against the owner and against  
24 parties to the suit. See 2 Ralph Ewing Clark, Treatise on Law & Practice of  
25 Receivers §§ 342, 344, 482(a), 487, 489, 491. "In authorizing the sale of  
26 property by receivers, courts of equity are vested with broad discretion as to  
27 price and terms." *Gockstetter v. Williams*, 9 F.2d 354, 357 (9th Cir. 1925).

28

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1 Here, the Receiver believes that the proposed sale is in the best  
2 interests of the Receivership Estate. The sale price represents the highest  
3 offer received after several months of actively marketing the Property. In  
4 addition, the sale remains subject to overbid pursuant to the procedure  
5 previously approved by the Court and set forth below. The Buyers have  
6 cleared their contingencies and are prepared to close the sale upon Court  
7 approval of it. The liens<sup>1</sup> against the Property as reflected in the preliminary  
8 title report will be paid through escrow, and approximately \$250,000 will be  
9 generated for the Receivership Estate. Accordingly, the Receiver believes  
10 that the sale is a proper exercise of his authority and judgment and requests  
11 that it be approved.

12 **B. 28 U.S.C. § 2001**

13 Specific requirements are imposed by 28 U.S.C. § 2001 for public  
14 sales of real property by receivers under subsection (a) and specific  
15 requirements for private sales of real property under subsection (b). The  
16 requirements of a public sale under Section 2001(a) are that notice of the  
17 sale be published as proscribed by Section 2002 and a public auction be  
18 held at the courthouse "as the court directs." 28 U.S.C. § 2001(a); *SEC v.*  
19 *Capital Cove Bancorp LLC*, 2015 U.S. Dist. LEXIS 174856, at \*13 (C.D. Cal.  
20 2015); *SEC v. Kirkland*, 2007 U.S. Dist. LEXIS 45353, at \*5 (M.D. Fla.  
21 2007). In terms of publication of notice, Section 2002 provides in pertinent  
22 part:

23  
24 A public sale of realty or interest therein under any  
25 order, judgment or decree of any court of the United  
26 States shall not be made without notice published once

27 <sup>1</sup> The preliminary title report reflects a lien held by Wilmington Savings Fund Society,  
28 FSB, as Trustee for IRP Fund II Trust 2 A. The Receiver reserves all rights to contest the  
secured creditor's request for default interest.

1 a week for at least four weeks prior to the sale in at least  
2 one newspaper regularly issued and of general  
3 circulation in the county, state, or judicial district of the  
4 United States wherein the realty is situated.

5 If such realty is situated in more than one county, state,  
6 district or circuit, such notice shall be published in one  
7 or more of the counties, states, or districts wherein it is  
8 situated, as the court directs. The notice shall be  
9 substantially in such form and contain such description  
10 of the property by reference or otherwise as the court  
11 approves. The court may direct that the publication be  
12 made in other newspapers.

13 The notice of sale is sufficient if it describes the property and the time,  
14 place, and terms of sales. *Breeding Motor Freight Lines, Inc. v.*  
15 *Reconstruction Finance Corp.*, 172 F.2d 416, 422 (10th Cir. 1949). The  
16 Court may limit the auction to qualified bidders, who "(i) submit to the  
17 Receiver . . . in writing a bona fide and binding offer to purchase the  
18 [property]; and (ii) demonstrate . . . , to the satisfaction of the Receiver, that  
19 it has the current ability to consummate the purchase of the [property] per  
20 the agreed terms." *Regions Bank v. Egyptian Concrete Co.*, 2009 U.S. Dist.  
21 LEXIS 111381, at \*8 (E.D. Mo. 2009).

22 Here, the proposed sale to the Buyers or a qualified overbidder should  
23 be approved. The Property has been fully and properly exposed to the  
24 market by the Broker through the customary means of listing the Property on  
25 the multiple listing service and other popular real estate listing services such  
26 as Redfin. The Receiver believes the proposed sale will generate the  
27 highest and best recovery for the Property. (Brandlin Decl. at ¶ 6.)

28 Further, the proposed sale has been subject to overbid and public  
auction. The Receiver proposed conducting a public auction consistent with  
the requirements of Section 2001(a). In compliance with 28 U.S.C. § 2002,

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1 the Receiver is publishing a notice of sale that complies with this statute  
2 once a week for four weeks in the *Orange County Register*. (Brandlin Decl.  
3 at ¶ 7.) The notice being published contains the same text as the *Notice of*  
4 *Opportunity to Overbid on Real Property Located at 2101 North Westwood*  
5 *Ave., Santa Ana, California* that was filed with the Court on July 9, 2020.  
6 (See Docket No. 136.) In order to conduct an orderly auction and provide  
7 sufficient time for the publication of notices discussed above, the Receiver is  
8 requiring bidders to complete the above steps by August 7, 2020 (the "Bid  
9 Qualification Deadline"), and, if a qualifying bid is received, conduct the live  
10 public auction at the Court on August 17, 2020 at 1:30 p.m.

11 The Receiver, through his Broker, is informing all parties who may be  
12 interested in participating in the auction of the opportunity to submit an  
13 overbid in compliance with the procedures set forth above. In addition, the  
14 Property will continue to be listed on the listing services and shown to any  
15 parties interested in viewing it. The Receiver will notify the Court a week  
16 prior to the hearing whether a qualified overbid was received. If a qualified  
17 overbid is received, the Receiver proposes to conduct a hearing at the  
18 Court, either in person or via telephone or videoconference, and the bidders  
19 or their authorized representatives must attend. If there are no qualified  
20 overbids, then the Receiver requests that the Court confirm the sale to the  
21 Buyers.

22 C. **Payment of the Valid Liens, Taxes, and Other Claims**  
23 **Against the Property, and the Broker's Commission Should**  
24 **Be Approved**

25 Pursuant to its broad equitable powers with respect to the  
26 administration of receivership assets, the Receiver requests the Court  
27 authorize payment from the Property's sale proceeds of the valid liens and  
28

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1 taxes against the Property. In addition, the Receiver seeks authority to pay  
2 a brokers' commission of 5%, which is consistent with the listing agreement  
3 previously approved by the Court. The Receiver also seeks authority to  
4 reimburse the Broker for the costs incurred in connection with preparing the  
5 Property for sale from the proceeds from the sale of the Property. Finally,  
6 the Receiver also seeks authority to credit the Buyers \$5,000 towards the  
7 purchase price based on the alleged cracked foundation and other alleged  
8 damages to the Property. After payment of these items and application of  
9 the \$5,000 credit, the proposed sale is expected to net the Receivership  
10 Estate approximately \$250,000.

11  
12 **VI. CONCLUSION**

13 Based on the foregoing, the Receiver requests that the Court enter an  
14 order:

- 15 (1) Granting the Motion;
- 16 (2) Authorizing the Receiver to sell the real property located at 2101  
17 North Westwood Avenue, Santa Ana, CA 92706, Assessor's Parcel Number  
18 001-165-11, to the Buyers, the Successful Bidder, or the Back-Up Bidder,  
19 free and clear of all liens, claims, and encumbrances on an as-is, where-is  
20 basis, without representations or warranties;
- 21 (3) Authorizing any licensed title insurer and the Buyers to rely on  
22 the Order as authorizing the Receiver to transfer legal title to the Property  
23 free and clear of all liens and encumbrances;
- 24 (4) Approving the terms of the Purchase Agreement or the terms of  
25 a substantially similar purchase agreement;
- 26  
27  
28

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1 (5) Authorizing the Receiver to reimburse the Broker for the costs  
2 incurred in connection with preparing the Property for sale from the  
3 proceeds from the sale of the Property;

4 (6) Authorizing the Receiver to credit the Buyers \$5,000 towards the  
5 purchase price based on the Buyers' alleged damages to the Property;

6 (7) Authorizing the Receiver to pay the valid liens, taxes, and any  
7 other claims on the Property, in full from the proceeds of sale without further  
8 order of the Court;

9 (8) Authorizing the Receiver to pay the Broker's commission and  
10 ordinary costs of sale of the Property from the proceeds of sale without  
11 further order of the Court;

12 (9) Authorizing the Receiver to take any and all actions reasonably  
13 necessary to consummate the sale of the Property; and

14 (10) For such other and further relief as the Court may deem just and  
15 proper.

16  
17 Respectfully submitted,

18 DATED: July 16, 2020

SMILEY WANG-EKVALL, LLP

19  
20  
21 By: /s/ Michael L. Simon

22 Kyra E. Andrassy

23 Michael L. Simon

24 Counsel for Jeffrey E. Brandlin,  
25 Receiver  
26  
27  
28

**DECLARATION OF JEFFREY BRANDLIN**

I, Jeffrey E. Brandlin, declare as follows:

1. I am the federal equity receiver appointed by the U.S. District Court, Central District of California, over NTV Financial Group, Inc. ("NTV Financial"), bank accounts held by or for the benefit of defendant Richard Nguyen and relief defendant Mai Do, and property acquired in whole or in part with investor funds. I know the facts contained in this declaration to be true of my own personal knowledge, except as otherwise stated and, if called as a witness, I could and would competently testify with respect thereto. I make this declaration in support of the *Motion of Receiver, Jeffrey E. Brandlin, for Order (1) Authorizing Sale of 2101 North Westwood Avenue Property and (2) Authorizing Payment of Certain Liens, Claims, Broker's Commission, and Ordinary Costs of Sale* (the "Motion"). Unless otherwise defined in this declaration, all terms defined in the Motion are incorporated herein by this reference.

2. I have obtained a preliminary title report for the Property from Orange Coast Title Company. A true and correct copy of the preliminary title report dated June 25, 2020, is attached as Exhibit "1."

3. The Court previously authorized me, on behalf of the Receivership Estate, to enter into a listing agreement for the Property with Phil Seymour of Keller Williams Studio City (the "Broker"). The Broker has performed a valuable service to the estate by extensively marketing the Property.

4. I participated in the negotiations for the sale of the Property. The terms and conditions of the sale were negotiated at arm's length. The Buyers' offer is the highest and best offer to date. I am informed that the

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1 sale to the Buyers will net the Receivership Estate approximately \$256,000  
2 after payment of the mortgage, property taxes, the real estate commission of  
3 5%, closing costs, and a repair credit to the Buyers.

4 5. Neither the Receivership Entity nor I have any relation or  
5 connection with the Buyers. I have reviewed the Purchase Agreement,  
6 which reflects the terms and conditions of the negotiated transaction. A true  
7 and correct copy of the Purchase Agreement is attached hereto as Exhibit  
8 "3."

9 6. The proposed sale has a legitimate business justification. Given  
10 that the Purchase Price is the highest price obtained by listing the Property  
11 on the open market for several months, and given the current uncertainty in  
12 the economy, in my business judgment, the proposed sale is in the best  
13 interest of the Receivership Estate.

14 7. In accordance with the approved overbid procedures, the  
15 Property is continuing to be marketed and a notice of the sale and the  
16 opportunity to overbid is being published in the *Orange County Register*  
17 once a week for four weeks. The approved overbid procedures will further  
18 ensure that the Receivership Estate receives the highest and best price for  
19 the Property.

20  
21 I declare under penalty of perjury under the laws of the United States  
22 of America that the foregoing is true and correct.

23 Executed on this 14<sup>th</sup> day of July, 2020, at Los Angeles, California.

24  
25   
26 JEFFREY BRANDLIN  
27  
28

**DECLARATION OF PHIL SEYMOUR**

I, Phil Seymour, declare as follows:

1. I am a licensed real estate professional employed by Keller Williams Studio City (the "Broker") for the receivership estate of NTV Financial Group, Inc., and certain assets of defendant Richard Nguyen and relief defendant Mai Do. I am authorized by the Broker to make this declaration on its behalf. I know the facts contained in this declaration to be true of my own personal knowledge, except as otherwise stated and, if called as a witness, I could and would competently testify with respect thereto. I make this declaration in support of the *Motion of Receiver, Jeffrey E. Brandlin, for Order (1) Authorizing Sale of North Westwood Avenue Property and (2) Authorizing Payment of Certain Liens, Claims, Broker's Commission, and Ordinary Costs of Sale* (the "Motion"). Unless otherwise defined in this declaration, all terms defined in the Motion are incorporated herein by this reference.

2. I am a licensed real estate broker in good standing in California.

3. Both the Broker and I are very familiar with residential real estate in the Orange County area, and we have extensive experience in marketing and selling such.

4. Some of the marketing efforts included listing the Property in the multiple listing service and other popular real estate listing services such as Redfin.

5. The Property received some expressions of interest. The Property was shown six times.

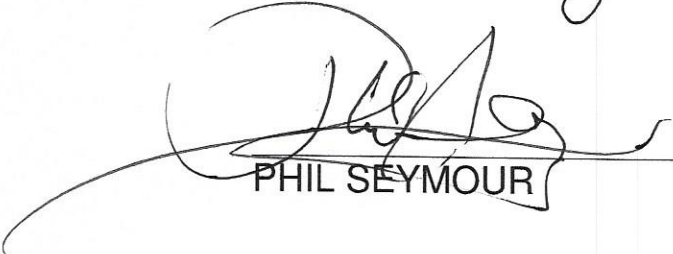
6. The offer presented by the Buyers is the highest and best offer received to date. The Buyers initially offered to purchase the Property for

1 \$930,000. After negotiations, the Buyers increased their offer to \$1,080,000.  
2 No other offers were received.

3 7. I intend to cause those who have expressed an interest in the  
4 Property to be notified of the overbid procedures.

5  
6 I declare under penalty of perjury under the laws of the United States  
7 of America that the foregoing is true and correct.

8 Executed on this 14 day of July, 2020, at Los Angeles,  
9 California.

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13 PHIL SEYMOUR  
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SMILEY WANG-EKVALL, LLP

3200 Park Center Drive, Suite 250

Costa Mesa, California 92626

Tel 714 445-1000 • Fax 714 445-1002

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF ORANGE**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 3200 Park Center Drive, Suite 250, Costa Mesa, CA 92626.

On **07/16/2020**, I served true copies of the following document(s) described as  
**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION OF RECEIVER, JEFFREY E. BRANDLIN, FOR ORDER: (1) AUTHORIZING SALE OF NORTH WESTWOOD AVENUE PROPERTY; AND (2) AUTHORIZING PAYMENT OF CERTAIN LIENS, CLAIMS, BROKER'S COMMISSION, AND ORDINARY COSTS OF SALE; DECLARATIONS OF J. BRANDLIN AND P. SEYMOUR IN SUPPORT THEREOF**

on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**(X) (BY COURT VIA NOTICE OF ELECTRONIC FILING ("NEF"))**. Pursuant to United States District Court, Central District of California, Local Civil Rule 5-3, the foregoing document will be served by the court via NEF and hyperlinked to the document. On **07/16/2020**, I checked the CM/ECF docket for this case and determined that the aforementioned person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated.

**( ) (BY MAIL)**. I enclosed the document(s) in a sealed envelope or package and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Smiley Wang-Ekvall, LLP 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. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Costa Mesa, California.

**( ) (BY E-MAIL)**. By scanning the document(s) and then e-mailing the resultant pdf to the e-mail address indicated above per agreement. Attached to this declaration is a copy of the e-mail transmission.

**( ) (BY FACSIMILE)**. I caused the above-referenced documents to be transmitted to the noted addressee(s) at the fax number as stated. Attached to this declaration is a "TX Confirmation Report" confirming the status of transmission. Executed on \_\_\_\_\_, at Costa Mesa, California.

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

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

Executed on July 16, 2020, at Costa Mesa, California.

*/s/ Lynnette Garrett*

Lynnette Garrett

SMILEY WANG-EKVALL, LLP  
3200 Park Center Drive, Suite 250  
Costa Mesa, California 92626  
Tel 714 445-1000 • Fax 714 445-1002

**SERVICE LIST**

**BY COURT VIA NOTICE OF ELECTRONIC FILING ("NEF"):**

- Kyra E Andrassy  
kandrassy@swelawfirm.com,jchung@swelawfirm.com,lgarrett@swelawfirm.com,g  
cruz@swelawfirm.com
- Robert A Merring  
rmerring@merringlaw.com
- Robert A Merring  
rmerring@merringlaw.com
- Douglas M Miller  
millerdou@sec.gov,kassabguir@sec.gov,longoa@sec.gov,larofiling@sec.gov,irwi  
nma@sec.gov
- Michael Lewis Simon  
msimon@swelawfirm.com,jchung@swelawfirm.com,lgarrett@swelawfirm.com,gcr  
uz@swelawfirm.com

# EXHIBIT "1"



**Orange Coast Title Company**

2461 W. La Palma Ave, Suite 120  
Anaheim, CA 92801  
714-822-3211

	<b>PRELIMINARY REPORT</b>	
--	---------------------------	--

Granite Escrow & Settlement Services  
439 North Canon Drive., Suite 220  
Beverly Hills, CA 90210

<b>Attention:</b>	Cheryl Noah	<b>Your no.:</b>	Westwood
<b>Property address:</b>	2101 North Westwood Avenue, Santa Ana, CA 92706	<b>Order no.:</b>	150-2118881-07

**Dated:** June 25, 2020

In response to the above referenced application for a policy of title insurance, **Orange Coast Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit B attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of June 17, 2020 at 7:30 AM

Steve Fernando, Title Officer  
Ph: 714-822-3211  
Email: stevef@octitle.com

**The form of policy of title insurance contemplated by this report is:**

A.L.T.A Homeowner's Policy (2/03/10) and A.L.T.A. Loan Policy (06-17-06)

**The Policy of Title Insurance, if issued, will be underwritten by:** Real Advantage Title Insurance Company, a subsidiary of Orange Coast Title Company. See attached disclosure.

**NOTE: The premium for a policy of Title Insurance, if issued, will be based on:**

A liability of TBD Subject to any filed rate increases and/or changes in the liability.

**Schedule "A"**

**The estate or interest in the land hereinafter described or referred to covered by this report is:**

A Fee

**Title to said estate or interest at the date hereof is vested in:**

Jeffrey E Brandin, in capacity as court appointed receiver only of the property known as 2101 N. Westwood Avenue, Santa Ana Ca 92706, wiht assessors parcel 001-165-11, per Superior Court of California, County of Orange, Court Order Case No. 8:19-cv-01174-AG-KES

**The land referred to in this report is situated in the City of Santa Ana, the County of Orange, State of California, and is described as follows:**

Lot 14 of Tract No. 2977, in the City of Santa Ana, County of Orange, State of California, as per Map recorded in Book 128 Pages 12 and 13 of Miscellaneous Maps, in the office of the County Recorder of said County.

Assessor's Parcel Numbers(s): 001-165-11

### Schedule "B"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

- 1 General and Special taxes for the fiscal year 2020-2021, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2020, delinquent if not paid by 12/10/2020

Second installment due and payable 02/01/2021, delinquent if not paid by 04/10/2021

- 2 General and Special taxes for the fiscal year 2019-2020, including any assessments collected with current taxes.

Total amount	<b>\$5,142.58</b>
1st installment	<b>\$2,571.29</b> , paid
Penalty	<b>\$257.12</b> (after 12/10/2019)
2nd installment	<b>\$2,571.29</b> , paid
Penalty	<b>\$280.12</b> (after 04/10/2020)
Code area	11-003 - City of Santa Ana
Parcel No.	<b>001-165-11</b>
Exemption	\$7,000.00

NOTE: Taxes above mentioned have all been paid and are reported for proration purposes only.

- 3 Supplemental taxes including special assessments and/or personal property taxes if any, for the fiscal year 2019- 2020

1st installment: **\$866.00**, delinquent, penalty **\$86.60** ( after 12/10/2019 )

2nd installment: **\$865.98**, delinquent, penalty **\$109.59** ( after 04/10/2020 )

Supplemental Bill no. **001-165-11.0100**

- 4 Supplemental taxes including special assessments and/or personal property taxes if any, for the fiscal year 2019- 2020

1st installment: **\$3,417.28**, delinquent, penalty **\$341.72** ( after 12/10/2019 )

2nd installment: **\$3,417.28**, delinquent, penalty **\$364.72** ( after 04/10/2020 )

Supplemental Bill no. **001-165-11.0200**

- 5 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

- 6 Covenants, conditions and restrictions in an instrument recorded [in Book 5150 Page 383, of Official Records](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

- 7 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument  
Recorded: 4/13/1960, [in Book 5193 Page 350](#), Official Records  
For: Public utilities and incidental purposes  
In favor of: Southern California Edison Company, a corporation  
Affects: more particularly described in the above mentioned.

NOTE: Reference is made to said document for full particulars.

- 8 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument  
Recorded: 4/14/1966 [in Book 5194 Page 348](#), of Official Records.  
For : aerial and underground telephone, telegraph and communication structures and incidental purposes  
In favor of : The Pacific Telephone and Telegraph Company, a corporation  
Affects : The Northerly two and one-half (2 1/2) feet of the Easterly five (5) feet

Said instrument provides that no building or structure shall be placed or maintained on said easement.

- 9 A Deed of Trust to secure the indebtedness of  
Amount: **\$735,000.00**  
Trustor: **Mai Do, a Single Woman**  
Trustee: Property ID Title Company  
Beneficiary: Athas Capital Group, Inc., a California Corporation, a corporation  
Dated: 3/26/2019  
Recorded: **3/29/2019** [as Instrument No. 2019-100971](#) of Official Records

The beneficial interest under said Deed of Trust was assigned

To: Wilmington Savings Fund Society, FSB, not its individual capacity but solely as Trustee for  
IRP Fund II Trust 2A

By Assignment Recorded: 1/16/2020, [as Instrument No. 2020-20172](#), Official Records.

The trustee in said Deed of Trust was substituted by an instrument

Recorded: 2/21/2020 as Instrument No. [2020-73604](#), Official Records.

New trustee: Prestige Default Services

Notice of default under the terms of said Deed of Trust was

Recorded: 2/21/2020 as Instrument No. [2020-73605](#), Official Records.

A notice of trustee's sale under the terms of said Deed of Trust was recorded: 5/28/2020 as Instrument No. [2020-240610](#),  
Official Records.

Trustee: Prestige Default Services

Date of sale: 7/21/2020 at 12:00 PM

- 10 "The right of the vestee named in Schedule A, or his/her predecessors in interest, to cancel, avoid or rescind any deed or mortgage recorded subsequent to the Notice of Default recorded 02/21/2020 as Instrument No. 2020-73605, of Official Records based on California Civil Code Sections 1695 et seq., or 2945 et seq."

- 11 **Please note that all transactions involving a hard money or a private party loan will require underwriting approval prior to closing. Please forward all closing documents as soon as possible. Orange Coast Title will also require the following:**

1. Lender will need to confirm how borrower(s) were vetted and that they have met the borrower(s) in person.
2. We will require copies of two forms of identification from all individuals executing the loan documents.
3. All closing documents must be executed in escrow or in the presence of an Orange Coast Title employee or a Notary approved by Orange Coast Title AND an "Identity Verification and Notary Certification" must be filled out by the Notary involved in the signing (Form will be provided by Orange Coast Title). We will require that the notary collect on Orange Coast Title's behalf, 2 forms of identification and provide a copy of the notary ledger with the thumbprint. ANY DOCUMENTS NOTARIZED BY A NON-ORANGE COAST APPROVED NOTARY WILL NOT BE INSURED.
4. A Standard Policy be issued and standard pricing will apply.

**PLEASE NOTE THAT THE FOLLOWING EXCEPTION WILL APPEAR IN ALL LOAN POLICIES INVOLVING A "HARD MONEY" OR "PRIVATE MONEY" LENDER:**

"Any impairment, loss or failure of title to the beneficial interest of the insured in the mortgage insured by this policy resulting from:

- (a) lack of possession on the original promissory note secured by the insured mortgage, or
- (b) the absence from the original promissory note of a proper endorsement to the insured assignee.
- (c) any claim, allegation or determination that the beneficial interest insured herein, or the underlying transaction involves the sale of a Security and/or is in violation of State or Federal Security Laws.
- (d) any interest or claim of interest by the mortgage company, servicing agent, or broker under the Insured Mortgage or Indebtedness."

- 12 (A) (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;  
(b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

(B) Any facts, rights, interests, or claims which are not shown by the public records which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

(C) Easements, liens or encumbrances, or claims thereof, not shown by the public records.

(D) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records

(E) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records

(F) Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

**Exceptions A-F will be omitted on extended coverage policies.**

- 13 An Abstract of Judgment  
Recorded: 7/9/2019 as Instrument No. [2019242673](#) , Official Records.  
Entered: 04/17/2019  
Case no.: 30-2019-01055436-sc-sc-cjc  
Court: Superior Court of California  
Judicial District: Small Claims  
Amount: \$2148.13 plus interest and costs.  
In favor of: County of Orange, Treasurer-Tax Collector  
Against: **Mai Do aka Mae Do dba Pho Moc Restaurant**  
  
Attorney for judgment creditor or mailing address:  
Name: County of Orange  
Address: 625 N Ross Street Bld 11 Room G58  
Santa Ana Ca 92701
- 14 A lien for unsecured property taxes in favor of the tax collector,  
County of Orange  
Amount: \$ 349.67  
Taxpayer: **Do, Mai**  
Year/account no.: 2019-005631  
Recorded: 11/19/2020 as Instrument No. [2019-479611](#) , Official Records
- 15 A lien for unsecured property taxes in favor of the tax collector,  
County of Orange  
Amount: \$337.88  
Taxpayer: **Do, Mai**  
Year/account no.: 2019-116530  
Recorded: 11/19/2019 as Instrument No. [2019-479612](#) , Official Records
- 16 A certificate of lien in favor of the director of industrial relations, State of California, pursuant to a claim filed in the  
workmen's compensation appeals board, recorded 12/26/2019, as Instrument No. [2019542793](#)  
Dated: November 21,2019  
Appeals board none shown  
Case no.: 18-97043  
Applicant: Hung Phi Nguyen  
Against: Mai Do an individual dba Pho Moc Restaurant

**End of Schedule B**

**“NOTES AND REQUIREMENTS SECTION”**

LENDER SERVICES GROUP

**NOTE NO. 1**

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE**

**This is to give you notice that Orange Coast Title Company owns an interest in Real Advantage Title Insurance Company. This underwriter may be chosen by Orange Coast Title Company and this referral may provide Orange Coast Title Company a financial or other benefit.**

**You are NOT required to use the listed provider as a condition for settlement of your loan or purchase, sale or refinance of the subject property and you have the opportunity to select any of the Orange Coast Title Company title insurance underwriters for your transaction. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES**

Notes section continued on next page...

**NOTE NO. 2**

California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

**NOTE NO. 3 PAYOFF INFORMATION:**

Note: this company does require current beneficiary demands prior to closing.

If the demand is expired and a correct demand cannot be obtained, our requirements will be as follows:

- A. If this company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. The amount of this hold will be over and above the verbal hold the lender may have stipulated.
- B. If this company cannot obtain a verbal update on the demand, will either pay off the expired demand or wait for the amended demand, at the discretion of the escrow.
- C. In the event that a payoff is being made to a servicing agent for the beneficiary, this company will require a complete copy of the servicing agreement prior to close.

**NOTE NO. 4**

If this company is requested to disburse funds in connection with this transaction, chapter 598, statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold is one business day after the day deposited. Other checks require a hold period from three to seven business days after the day deposited.

**Notice Regarding Your Deposit of Funds**

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow or sub-escrow. If funds are to be deposited with **Orange Coast Title Company** by wire transfer, they should be wired to the following bank/account:

Wiring Instructions for This Office:

**Citizens Business Bank  
301 Vanderbilt Way  
San Bernardino, CA 92408  
Account No. 245123027  
ABA 122234149  
Account name: Orange Coast Title Company  
Reference Order No.150-2118881-07  
Steve Fernando, Title Officer**

**Note No. 5:** The premium for the requested title work shall be split between the agent and underwriter 88%-12%.



## Orange Coast Title Company

2461 W. La Palma Ave, Suite 120  
Anaheim, CA 92801  
714-822-3211

Lender Follow  
TBD  
Anaheim, CA 92801

**Attention:**        **Loan Processor**  
**Borrower:**

### Lenders supplemental report

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

- A.        This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance. This report discloses nothing, which would preclude the issuance of said American land title association loan policy of title insurance with endorsement no. 100 attached thereto.
- B.        The improvements on said land are designated as:  
  
            A single family residence  
  
            2101 North Westwood Avenue, in the City of Santa Ana, County of Orange, State of California.
- C.        The only conveyance(s) affecting said land recorded within 24 months of the date of this report are as follows:  
  
            Grantor:                      Roger Howard Morris and Marty A. Morris, husband and wife as community property  
            Grantee:                        Mai Do, a single woman  
            Recorded:                      3/29/2019 as Instrument No. [2019-100970](#), Official Records.

### **Attention**

Please note that this preliminary report now has an extra copy of the legal description on a separate sheet of paper. There are no markings on the page. The idea is to provide you with a legal description that can be attached to other documents as needed. That legal description page immediately follows this page.

Thank you for your support of **Orange Coast Title Company**. We hope that this makes your job a little easier.

**Exhibit “A”**

Lot 14 of Tract No. 2977, in the City of Santa Ana, County of Orange, State of California, as per Map recorded in Book 128 Pages 12 and 13 of Miscellaneous Maps, in the office of the County Recorder of said County.

**CLTA Preliminary Report Form – Exhibit B (06-03-11)****CLTA STANDARD COVERAGE POLICY – 1990****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims or other matters: (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02/03/10)****EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a. building, b. zoning, c. land use d. improvements on the Land, e. land division; and f. environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- Risks: a. that are created, allowed, or agreed to by You, whether or not they recorded in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27, or 28.
- Failure to pay value for Your Title.
- Lack of a right: a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
<b>Covered Risk 16:</b>	<b>1 % of Policy Amount shown in Schedule A or \$ 2,500 (whichever is less)</b>	<b>\$ 10,000</b>
<b>Covered Risk 18:</b>	<b>1 % of Policy Amount shown in Schedule A or \$ 5,000 (whichever is less)</b>	<b>\$ 25,000</b>
<b>Covered Risk 19:</b>	<b>1 % of Policy Amount shown in Schedule A or \$ 5,000 (whichever is less)</b>	<b>\$ 25,000</b>
<b>Covered Risk 21:</b>	<b>1 % of Policy Amount shown in Schedule A or \$ 2,500 (whichever is less)</b>	<b>\$ 5,000</b>

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)****EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning: \* land use \* improvements on the land \* land division \* environmental protection. This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
- The right to take the land by condemning it, unless: \*a notice of exercising the right appears in the public records \*on the Policy Date \*the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- Title Risks: \*that are created, allowed, or agreed to by you \*that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records \*that result in no loss to you \*that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- Failure to pay value for your title.
- Lack of a right: \*to any land outside the area specifically described and referred to in Item 3 of Schedule A OR \*in streets, alleys, or waterways that touch your land. This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the Insured Claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state in which the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b):

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to: (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (IV) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters: (a) created, suffered, assumed, or agreed to by the Insured Claimant; (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer; or (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement erected on the Land; (iii) the subdivision of the land; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risks 5, 6, 13(c), 13(d), 14, and 16. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risks 5, 6, 13(c), 13(b), 14, and 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters (a) created, suffered, assumed or agreed to by the Insured Claimant; (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 26); or (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured to comply with applicable doing-business laws of the state in which the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth in lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

## **Orange Coast Title Company PRIVACY POLICY**

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

**Your California Rights (immediately following this Privacy Policy) or you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. Only applies to CA residents**

### **Use of Information**

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

### **Former Customers**

**Even if you are no longer our customer, our Privacy Policy will continue to apply to you.**

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### **Other Important Information**

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will provide the new Privacy Policy before the new policy becomes effective.

Last Revision 12/26/2019  
Effective on 1/01/2020

## Your California Rights

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*If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act ("CCPA"). All phrases used herein shall have the same meaning as those phrases used under relevant California law, including but not limited to the CCPA.*

### Right to Know

You have the right to know:

- The categories of personal information we have collected about or from you;
- The categories of sources from which we collected your personal information;
- The business or commercial purpose for collecting or sharing your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of your personal information we have collected.

**Process to Submit a Request.** To submit a verified request for this information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by visiting our website <https://www.titleadvantage.com/privacypolicy.htm> or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to [dataprivacy@octitle.com](mailto:dataprivacy@octitle.com).

**Verification Method.** In order to ensure your personal information is not disclosed to unauthorized parties, and to protect against fraud, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

### Right of Deletion

You have a right to request that we delete the **personal information** we have collected from or about you.

**Process to Submit a Request.** To submit a verified request to delete you information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by clicking here or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to [dataprivacy@octitle.com](mailto:dataprivacy@octitle.com).

**Verification Method.** In order to ensure we do not inadvertently delete your **personal information** based on a fraudulent request, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the **personal information** requested to be deleted, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

### Right to Opt-Out

We do not sell your **personal information** to third parties, and do not plan to do so in the future.

### Right of Non-Discrimination

You have a right to exercise your rights under the CCPA without suffering discrimination. Accordingly, OC Title & family of Companies will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

### California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Applications or Websites. To make such a request, please send an email with a detailed description of the specific content or information to [dataprivacy@octitle.com](mailto:dataprivacy@octitle.com). Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

### Collection Notice

The following is a list of the categories of **personal information** we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the

categories of sources from which we may have collected the **personal information**, and the categories of third parties with whom we may have shared the **personal information**:

### Categories of Personal Information Collected

The categories of **personal information** we have collected include, but may not be limited to:

- real name
- Signature
- Alias
- SSN
- physical characteristics or description, including protected characteristics under federal or state law
- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- employment history
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

### Categories of Sources

Categories of sources from which we've collected **personal information** include, but may not be limited to:

- the consumer directly
- public records
- governmental entities
- non-affiliated third parties
- affiliated third parties

### Business Purpose for Collection

The business purposes for which we've collected **personal information** include, but may not be limited to:

- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

### Categories of Third Parties Shared

The categories of third parties with whom we've shared **personal information** include, but may not be limited to:

- service providers
- government entities
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

### Sale Notice

We have not sold the **personal information** of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the **personal information** of minors under sixteen years of age without affirmative authorization.

### Disclosure Notice

The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated.

- real name
- Signature
- Alias
- SSN
- physical characteristics or description, including protected characteristics under federal or state law
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

- address
- employment history

If you have any questions and/or comments you may contact us:

**Call Us** at our toll free number (866) 241-7373

**Email Us** at [dataprivacy@octitle.com](mailto:dataprivacy@octitle.com)

Mail:

Orange Coast Title

Attn: Privacy Officer

1551 N. Tustin Ave., Ste. 300

Santa Ana, CA 92705

Effective on 1/1/2019

Revised on 12/23/2019



**Orange Coast Title Company**  
2461 W. La Palma Ave, Suite 120  
Anaheim, CA 92801

**OWNER'S AFFIDAVIT**

State of California }  
County of \_\_\_\_\_ } S.S.

Order No.: 150-2118881-07

The undersigned, \_\_\_\_\_, (owner's name)  
being first duly sworn, depose and say as follows:

1. That the undersigned is/are the owner(s) of certain real property situated in the City of Santa Ana, County of Orange and State of California, commonly known as 2101 North Westwood Avenue and more particularly described in Schedule "A" attached hereto (the "Property"):
2. That within the last ninety (90) days, including the date hereof, no person, firm or corporation has furnished any labor, services or materials in connection with the construction or repair of any buildings, fixtures or improvements on the Property, EXCEPT (if work has been performed or materials furnished within the last (90) days, please explain fully and state whether payment for the same has been made in full): \_\_\_\_\_.
3. That there are no present tenants, lessees or other parties in possession or who have a right to possession of said Property, EXCEPT: (if none, state "None") \_\_\_\_\_.
4. That the undersigned has/have no knowledge of any taxes or special assessments which are not shown as existing liens by the public records other than as follows: \_\_\_\_\_.
5. That the taxes for Installment \_\_\_\_ of fiscal year \_\_\_\_\_ are paid. Installment \_\_\_\_ of fiscal year \_\_\_\_\_ is not yet due.
6. That the undersigned has/have no knowledge of, nor has/have the undersigned created, any violations of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the Property.
7. That Property is free of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for the following mortgages or deeds of trust; \_\_\_\_\_ and except for real estate and personal property taxes for Installment \_\_\_\_ of fiscal year \_\_\_\_\_ and subsequent years.
8. That there are no mechanic's, materialmen's or laborer's liens against the above described Property, nor is any party entitled to assert any mechanic's, materialmen's or laborer's liens against the Property.
9. That there are no unrecorded leases or agreements affecting the Property, other than the Agreement of Sale between the undersigned and \_\_\_\_\_ as purchasers of the Property dated \_\_\_\_\_.
10. That there are no open, unexercised options to purchase or rights of first refusal to purchase the Property.
11. That no judgment or decree has been entered in any court of this State or the United States against the undersigned and which remain unsatisfied, EXCEPT \_\_\_\_\_.
12. The undersigned further state(s) that he/she/they are each familiar with the nature of an oath; and with the penalties under the laws of the state for making false statements in any instruments of this nature. The undersigned further certify(ies) that they have read, this affidavit, or have had it read to them, and understand its context.
13. That I/WE have made this Affidavit for the purpose of inducing Orange Coast Title Company to issue one or more policy(ies) of title insurance insuring interests in the Property, and that said title company is relying on the statements set forth in this Affidavit in issuing said policies, free and harmless from and against any and all actions, causes, of action, loss, cost, expense, or damages that may be brought against or suffered or incurred by Orange Coast Title Company or its underwriters, in relying on the truth and accuracy of the statements contained herein.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California                      }  
County of \_\_\_\_\_                } S.S.

On \_\_\_\_\_, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND and OFFICIAL SEAL

Signature: \_\_\_\_\_

(Notary Seal)

**Exhibit “A”**

Lot 14 of Tract No. 2977, in the City of Santa Ana, County of Orange, State of California, as per Map recorded in Book 128 Pages 12 and 13 of Miscellaneous Maps, in the office of the County Recorder of said County.



## Orange Coast Title Company

2461 W. La Palma Ave, Suite 120

Anaheim, CA 92801

714-822-3211

### **DECLARATION OF OCCUPANCY**

**(Loan Transaction)**

The undersigned, \_\_\_\_\_,  
(owner's name) depose(s) and say(s) as follows:

1. The undersigned is/are the owner(s) of certain real property situated in the City of Santa Ana, County of Orange and State of California, commonly known as 2101 North Westwood Avenue, herein referred to as "Property":
2. The undersigned is/are obtaining a loan from \_\_\_\_\_  
to be secured by a Deed of Trust against the Property, which is the subject of this transaction.
3. The undersigned currently occupy the Property as the undersigned's principal address, and intend to continue to occupy the same as the undersigned's principal residence following the close of this transaction.
4. The undersigned understand(s) that Orange Coast Title Company is relying on this information in calculating the recording fees for all real estate instruments, papers, and notices recorded in connection with this transaction in accordance with *California Government Code §27388.1(a)(2)*.
5. The undersigned agree(s) to indemnify and hold Orange Coast Title Company harmless from and against, and to pay any additional recording fees and/or penalties arising out of, or in connection with, the inaccuracy of the information set forth herein.

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Declaration was executed on \_\_\_\_\_, at \_\_\_\_\_,  
\_\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

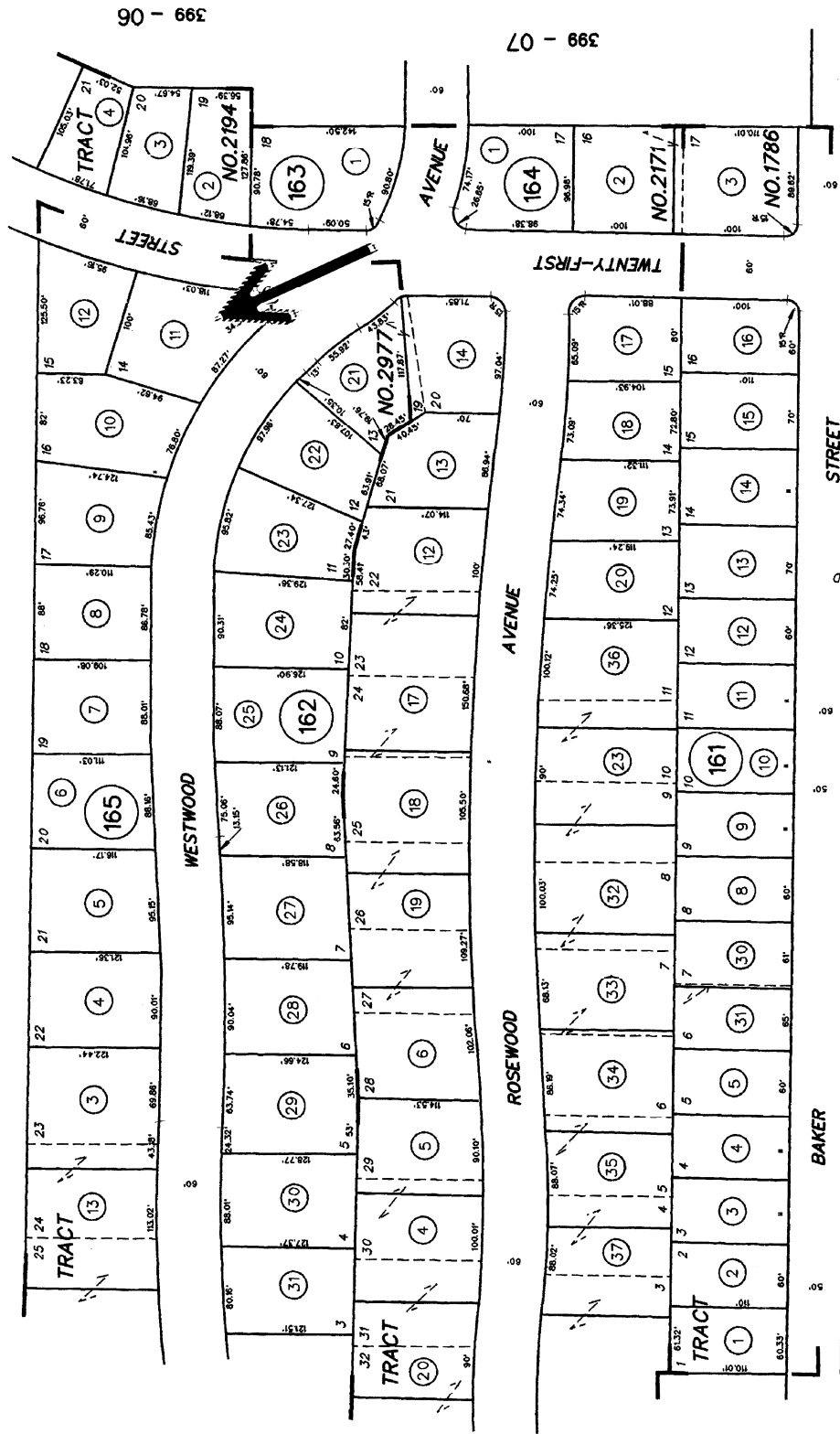
By: \_\_\_\_\_  
Name: \_\_\_\_\_

001-18



18

THIS MAP WAS PREPARED FOR ORANGE  
COUNTY ASSESSOR DEPT. PURPOSES ONLY.  
THE ASSESSOR MAKES NO GUARANTEE AS TO  
ITS ACCURACY NOR ASSUMES ANY LIABILITY  
FOR OTHER USES. NOT TO BE REPRODUCED.  
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THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY  
IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY  
WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

TRACT NO. 1786  
TRACT NO. 2194  
TRACT NO. 2171  
TRACT NO. 2977

M.M. 51-44  
M.M. 59-42  
M.M. 69-48  
M.M. 128-12 to 13 incl.

MARCH 1948

NOTE - ASSESSOR'S BLOCK &  
PARCEL NUMBERS  
SHOWN IN CIRCLES  
ASSESSOR'S MAP  
BOOK 001 PAGE 15  
COUNTY OF ORANGE

# EXHIBIT "2"

Recording Requested by:

LABOR COMMISSIONER  
Department of Industrial Relations  
Division of Labor Standards Enforcement  
STATE OF CALIFORNIA

and when recorded, mail to:

DIVISION OF LABOR STANDARDS ENFORCEMENT  
2 MacArthur Place Ste. 800  
Santa Ana, CA 92707  
(714) 558-4910

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



NO FEE

2019000542793 1:26 pm 12/26/19

37 410 C29 1

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<b>HUNG PHI NGUYEN</b> Claimant and Plaintiff  <b>vs.</b>  <b>Mai Do, an Individual DBA PHO MOC RESTAURANT</b> Defendant(s)  State Claim No.: 18-97043	<b>NO FEE LABOR CODE §101.5</b>  <b>CERTIFICATE OF LIEN</b> <b>LABOR CODE §98.2(g)(1)</b>
--	--

7  
IP  
NF

TO WHOM IT MAY CONCERN:

The Labor Commissioner, Chief, Division of Labor Standards Enforcement, hereby certifies that

**Mai Do, an Individual DBA PHO MOC RESTAURANT**  
**3708 WESTMINSTER AVE**  
**SANTA ANA, CA 92703**

owes wages, damages, and penalties in the amount of:

**\$75.00** as ordered and awarded by the Labor Commissioner under Labor Code §98.1 which is now final.

Therefore, pursuant to Labor Code §98.2(g), the amount ordered and awarded, together with interest as provided by Labor Code §98.1(c) or otherwise allowed by law, shall be a lien in favor of the Claimant and Plaintiff identified in the caption above, against all interests in real property of

**Mai Do, an Individual DBA PHO MOC RESTAURANT**

within the county in which this certificate is recorded for a period of ten (10) years from the date this certificate is recorded with the County Recorder.



LABOR COMMISSIONER, CHIEF  
DIVISION OF LABOR STANDARDS ENFORCEMENT

By: [Signature] for  
Susanita Parker  
Hearing Officer

Dated: November 21, 2019

# EXHIBIT "3"



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**CALIFORNIA  
RESIDENTIAL PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 06/13/2020

**1. OFFER:**

- A. **THIS IS AN OFFER FROM** Agustin Zamudio, Maria E. Zamudio ("Buyer").  
 B. **THE REAL PROPERTY** to be acquired is 2101 N Westwood Avenue, Santa Ana, CA 92706, situated in  
Santa Ana (City), Orange (County), California, 92706 (Zip Code), Assessor's Parcel No. 00116511 ("Property").  
 C. **THE PURCHASE PRICE** offered is One Million, Eighty Thousand Dollars \$ 1,080,000.00

D. **CLOSE OF ESCROW** shall occur on ☒ 30 days or sooner (date) (or ☐ Days After Acceptance).

E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

**2. AGENCY:**

A. **DISCLOSURE:** The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. **CONFIRMATION:** The following agency relationships are confirmed for this transaction:

**Seller's Brokerage Firm** Keller Williams Realty License Number 01933507

Is the broker of (check one): ☒ the seller; or ☐ both the buyer and seller. (dual agent)

**Seller's Agent** Sandy Mackenzie License Number 02004006

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

**Buyer's Brokerage Firm** JUDY WHITMAN BROKER License Number 00456651

Is the broker of (check one): ☒ the buyer; or ☐ both the buyer and seller. (dual agent)

**Buyer's Agent** Juan Mateo Magdaleno License Number 01700760

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

**3. FINANCE TERMS:** Buyer represents that funds will be good when deposited with Escrow Holder.

A. **INITIAL DEPOSIT:** Deposit shall be in the amount of ..... \$ 20,000.00

(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☒ other Buyer's Choice within 3 business days after Acceptance (or \_\_\_\_\_);

OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or \_\_\_\_\_) to the agent submitting the offer (or to \_\_\_\_\_), made payable to \_\_\_\_\_.

The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or \_\_\_\_\_).

Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of ..... \$ \_\_\_\_\_ within Days After Acceptance (or \_\_\_\_\_).

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C. ☒ **ALL CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☒ Buyer shall, within 3 (or \_\_\_\_\_) Days After Acceptance, Deliver to Seller such verification.

**D. LOAN(S):**

(1) **FIRST LOAN:** in the amount of ..... \$ \_\_\_\_\_

This loan will be conventional financing OR ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other \_\_\_\_\_. This loan shall be at a fixed rate not to exceed \_\_\_\_\_ % or, ☐ an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.

(2) ☐ **SECOND LOAN** in the amount of ..... \$ \_\_\_\_\_

This loan will be conventional financing OR ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other \_\_\_\_\_. This loan shall be at a fixed rate not to exceed \_\_\_\_\_ % or, ☐ an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.

(3) **FHA/VA:** For any FHA or VA loan specified in 3D(1), Buyer has 17 (or \_\_\_\_\_) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

**E. ADDITIONAL FINANCING TERMS:** \_\_\_\_\_

F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of ..... \$ 1,060,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. **PURCHASE PRICE (TOTAL):** ..... \$ 1,080,000.00

Buyer's Initials X(AZ) X(MEZ)

Seller's Initials X(JB) \_\_\_\_\_

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**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)**

Judy Whitman Broker, 1420 E. Katella Ave. Orange CA 92665  
 Mateo Magdaleno Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 7142068347 Fax: 7144598630

Zamudio



**H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)

**I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or 15) Days After Acceptance.

**J. LOAN TERMS:**

**(1) LOAN APPLICATIONS:** Within 3 (or ) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

**(2) LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

**(3) LOAN CONTINGENCY REMOVAL:**

Within 21 (or ) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

**(4) ☐ NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

**(5) LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

**K. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

**4. SALE OF BUYER'S PROPERTY:**

**A.** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

**OR B.** ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

**5. ADDENDA AND ADVISORIES:**

**A. ADDENDA:**

<input type="checkbox"/> Addendum #	(C.A.R. Form ADM)
<input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)	<input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA)
<input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)	
<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)	<input type="checkbox"/> Other

**B. BUYER AND SELLER ADVISORIES:**

<input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)	
<input type="checkbox"/> Probate Advisory (C.A.R. Form PA)	<input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
<input type="checkbox"/> Trust Advisory (C.A.R. Form TA)	<input type="checkbox"/> REO Advisory (C.A.R. Form REO)
<input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA)	<input type="checkbox"/> Other

**6. OTHER TERMS:**

**7. ALLOCATION OF COSTS**

**A. INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

(1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☒ environmental ☐ Other: \_\_\_\_\_ prepared by \*MyNHD \*\*Best Value\*\*

(2) ☐ Buyer ☐ Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_

(3) ☐ Buyer ☐ Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_

**B. GOVERNMENT REQUIREMENTS AND RETROFIT:**

(1) ☐ Buyer ☒ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of \_\_\_\_\_ ds \_\_\_\_\_ in accordance with state and local Law, unless Seller is exempt.

Buyer's Initials X(AZ) X(MEZ)  
RPA-CA REVISED 12/18 (PAGE 2 OF 10)

Seller's Initials X(JB) ( ) ( )



- (2) (i) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

**C. ESCROW AND TITLE:**

- (1) (a) ☒ Buyer ☒ Seller shall pay escrow fee EACH PAY THEIR OWN.
- (b) Escrow Holder shall be SELLER'S CHOICE.
- (c) The Parties shall, within 5 (or ) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 13E CLTA/Alta.
- (b) Owner's title policy to be issued by SELLER'S CHOICE.
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

**D. OTHER COSTS:**

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee \_\_\_\_\_.
- (2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee \_\_\_\_\_.
- (3) ☐ Buyer ☒ Seller shall pay Homeowners' Association ("HOA") transfer fee \_\_\_\_\_.
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) ☐ Buyer ☒ Seller shall pay for any private transfer fee \_\_\_\_\_.
- (8) ☐ Buyer ☐ Seller shall pay for \_\_\_\_\_.
- (9) ☒ Buyer ☐ Seller shall pay for \$350 for transaction Coordinator.
- (10) ☒ Buyer ☐ Seller shall pay for the cost, not to exceed \$ 560.00, of a standard (or ☒ upgraded) one-year home warranty plan, issued by First American Home Warranty By Roberta Curlender, with the following optional coverages: ☒ Air Conditioner ☐ Pool/Spa ☒ Other: PLUMBING, ELECTRICAL AND ROOF. Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR ☐ Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

**8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

**A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

**B. ITEMS INCLUDED IN SALE:** Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☒ all stove(s), except \_\_\_\_\_; ☐ all refrigerator(s) except \_\_\_\_\_; ☐ all washer(s) and dryer(s), except \_\_\_\_\_;
- (3) The following additional items: Yard boasts BBQ/Island, fountains, surround sound, Alarm and Camara System.
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are ( ☐ are NOT) included in the sale.
- (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and \_\_\_\_\_, and (ii) are transferred without Seller warranty regardless of value.

**C. ITEMS EXCLUDED FROM SALE:** Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) \_\_\_\_\_.

\_\_\_\_\_. Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).

**9. CLOSING AND POSSESSION:**

- A.** Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.
- B. Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (        <sup>DS</sup> / ☐ PM) on the date of Close Of Escrow; (ii) ☒ no later than 0 calendar days after Close Of Escrow; or (iii) ☐ at        AM/        PM.

Buyer's Initials X (AZ) X (MEZ)

Seller's Initials X (JB)

RPA-CA REVISED 12/18 (PAGE 3 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

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#2563

Date: June 3, 2020

- C. Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. Tenant-occupied property: Property shall be vacant at least 5 (or \_\_\_\_ ) Days** Prior to Close Of Escrow, unless otherwise agreed in writing. **Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**
- OR ☐ Tenant to remain in possession (C.A.R. Form TIP).**
- E. At Close Of Escrow:** Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.**
- 10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
- A. (1)** Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2)** Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.
- (3) Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4)** Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5)** Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6)** In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (7)** If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.
- B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) SELLER HAS: 7 (or \_\_\_\_ ) Days** After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials X(AZ) X(MEZ)Seller's Initials X(JB) ( ) ( )

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or \_\_\_\_ ) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

**11. CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

**A.** Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

**B.** Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

**C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

**12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

**A.** Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.

**B.** Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

**C.** Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

**D. Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

**13. TITLE AND VESTING:**

**A.** Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.

**B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

**C.** Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

**D.** At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

**E.** Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, inst \_\_\_\_ ow Holder in writing and shall pay any increase in cost.

Buyer's Initials X(AZ) X(MEZ)

Seller's Initials X(JB) ( )

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)

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Zamudio



Date: June 13, 2020

- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. SELLER HAS: 7 (or \_\_\_\_ ) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) BUYER HAS: 17 (or \_\_\_\_ ) Days** After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
  - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
  - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or \_\_\_\_ ) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
  - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
  - (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for 17 (or \_\_\_\_ ) Days After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
- C. ☐ REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
- D. SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
  - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or \_\_\_\_ ) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- G. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or \_\_\_\_ ) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials X ( AZ ) X ( MEZ )Seller's Initials DS JB ( ) ( )

Make a final verification of the Property within 5 (or ) Days Prior

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

**21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:**

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials AZ / MEZSeller's Initials JB / DS**22. DISPUTE RESOLUTION:**

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 22C.

**B. ARBITRATION OF DISPUTES:**

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials AZ / MEZSeller's Initials JB / DS**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)

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- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOA).
27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
28. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
30. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
  - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
  - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
  - D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
  - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
  - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
  - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
  - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
  - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
  - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
  - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by JUAN MATEO MAGDALENO, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☒ 3 ☐ AM / ☒ PM, on June 15, 2020 (date)).

☐ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 06/13/2020 04:50 PM PDT BUYER Agustin Zamudio 

(Print name) Agustin Zamudio

Date 06/13/2020 05:08 PM PDT BUYER Maria E. Zamudio 

(Print name) Maria E. Zamudio

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials JB ( ) ( )

Property Address: 2104 N Westwood Avenue, Santa Ana, CA 92705 #2569

**32. ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☒ (If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:** 6/13/2020

☐ One or more Sellers is signing this Agreement in representative capacity and not for him/herself as an individual. See attached Representative Capacity Sign (Form RCSD-S) for additional terms.

Date 6/17/2020 SELLER Jeffrey Brandlin 2EB145043FDA4F5... Jeffrey Brandlin in his Sole Capacity as Receiver

Date SELLER

(Print name)

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

( / ) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) at

☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

#### REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. **COOPERATING (BUYER'S) BROKER COMPENSATION:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. **PRESENTATION OF OFFER:** Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm **JUDY WHITMAN BROKER** DRE Lic. # **00456651**

By Juan Mateo Magdaleno Juan Mateo Magdaleno DRE Lic. # **01700760** Date 06/13/2020 05:10 PM PDT

By DRE Lic. # Date

Address **1420 East Katella Ave.** City **ORANGE** State **CA** Zip **92867**

Tel. DocuSigned by: **147** Fax **(714)459-8630** E-mail **offers4ca@yahoo.com**

Sell **Keller Williams Realty** DRE Lic. # **01933507**

By Sandy Mackenzie Sandy Mackenzie DRE Lic. # **02004006** Date **6/17/2020**

By 64D3F8B8C4A24D2... DRE Lic. # Date

Address **17822 E 17th St. Suite 101** City **Tustin** State **CA** Zip **92780**

Telephone Fax **(714)426-3801** E-mail **sendymackenzie@gmail.com**

#### ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers \_\_\_\_\_ ☐ Seller's Statement of Information and \_\_\_\_\_

\_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # \_\_\_\_\_

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate.

**PRESENTATION OF OFFER:** ( ) Seller's Broker presented this offer to Seller on \_\_\_\_\_ (date).  
Broker or Designee Initials

**REJECTION OF OFFER:** ( ) ( ) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date).  
Seller's Initials

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Buyer Acknowledges that page 10 is part of this Agreement x( AZ ) x( MEZ )

Buyer's Initials



**RPA-CA REVISED 12/18 (PAGE 10 of 10)**

**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)**

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**ADDENDUM TO CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW****INSTRUCTIONS DATED JUNE 13, 2020**

The California Residential Purchase Agreement and Joint Escrow Instructions dated June 13, 2020 (the "Purchase Agreement") entered into between Jeffrey Brandlin, in his capacity as the receiver for NTV Financial Group, Inc., and Agustin Zamidio and Maria Zamidio (together, the "Purchaser") with respect to the property located at 2101 N. Westwood, Santa Ana, CA 92706 (the "Property"), is amended by the following terms and conditions:

1. **Addendum.** This Addendum is an addendum to the Purchase Agreement. In the event of a conflict with the provisions of the Purchase Agreement and notwithstanding any contrary term in the Purchase Agreement, this Addendum shall apply.
2. **Entire Agreement.** The Purchase Agreement, and this Addendum (collectively, the "Agreement"), are intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that the Agreement constitutes the complete, final statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving the Agreement.
3. **Court Approval and Closing.** The Agreement is subject to the approval of the District Court presiding over the Case. In the event that approval is not obtained, the Agreement shall be of no further force and effect. The Receiver agrees to seek Court approval as soon as reasonably practicable after execution of the Agreement. Paragraph 1.D. of the Purchase Agreement is amended to provide that the closing shall occur within twenty (20) days of entry of an order of the District Court approving the sale, or such later time as the parties may agree to.
4. **Deposit.** The deposit in Section 3.A of the Purchase Agreement shall be \$32,400.00.
5. **Contingencies.** The Agreement is not subject to any appraisal contingency and the only contingency is as specified in Section 14.B. of the Purchase Agreement.
6. **No Personal Liability.** The Receiver is executing all documents relating to the sale of the Property in his capacity as the Receiver for NTV Financial Group, Inc., and not in his personal capacity, and no liability or obligations shall accrue to him personally.
7. **Conditions of Sale.** The Purchaser agrees and understands that the sale of the Property shall be subject to the following terms and conditions:
  - a. Jeffrey E. Brandlin, in his capacity as the receiver of NTV Financial Group, Inc. (the "Receiver"), is selling the Property in that certain case, case number 8:19-cv-01174-SVW-KES (the "Case"), before the United States District Court, Central District of California (the "District Court");
  - b. If for any reason, or no reason whatsoever, the Receiver is unable to deliver possession or title to the Property to the Purchaser, the Purchaser's sole remedy shall be the return of any money that the Purchaser has deposited towards the purchase of the Property;

- c. The Receiver is selling the Property in an "AS IS", where is condition or basis by quitclaim deed without any representations or warranties whatsoever, implied or express, including, without limitation, representations or warranties as to title, oil and mineral rights, city or government agency notifications regarding work to be done, marketability of title, ownership, physical condition, compliance with state, city or federal statutes, codes, ordinances, or regulations, geological stability, zoning, suitability for improvements on the Property, nor any assurances regarding the sub-divisibility of the Property;
- d. The sale of the Property is subject to the District Court's approval after notice to parties in interest;
- e. The sale of the Property is subject to overbids that the Receiver may solicit. If overbids are received, an auction may be held;
- f. The Purchaser shall, at the Purchaser's sole expense, acquire any and all insurance policies that the Purchaser desires to cover the Property. The Receiver does not agree to acquire or transfer any insurance policies to the purchaser;
- g. All escrow fees shall be shared and paid on a 50/50 basis by the Receivership estate and the purchaser.
- h. The Purchaser shall, at the Purchaser's sole expense, install all smoke or carbon monoxide detectors, if any, as may be required by state or local law. The Receiver is not required to deliver to the Purchaser a written statement of compliance with any applicable state and local law;
- i. The Purchaser shall, at Purchaser's sole expense, obtain any and all pest control inspection repairs that Purchaser deems appropriate;
- j. If any local ordinance requires that the Property be brought into compliance with minimum energy conservation standards as a condition of sale or transfer, the Purchaser shall comply with and pay for these requirements at Purchaser's sole expense;
- k. Before the close of escrow, any sale is subject to the District Court's entry of an order approving the sale to the purchaser of the Property in an "AS IS", where is condition or basis by quitclaim deed without any representations or warranties whatsoever, implied or express.
- l. The Purchaser's deposit is non-refundable and shall be forfeited and shall vest in the receivership estate or NTV Financial Group, Inc., if the District Court enters an order approving the sale of the Property to the Purchaser but the Purchaser fails to timely close the sale or if the Purchaser cancels the Agreement after the removal of the inspection contingency and prior to entry of an order of the District Court..
- m. The Property is being sold subject to:
  - (1) All general and special taxes that are presently due, or may become due, regarding the Property, other than property taxes, which shall be prorated as of the close of escrow;
  - (2) Any and all easements, restrictions, rights and conditions of record and rights of way, against, on or regarding the Property.

Title, however, is to be transferred free of secured claims of record;

- n Modifying Section 7.d., Purchaser shall be responsible for any homeowners' association ("HOA") transfer fee and any fees charged by the HOA for transfer documents and any private transfer fee.

8. District Court Jurisdiction. Notwithstanding any provisions to the contrary in the Purchase Agreement, the District Court shall have exclusive jurisdiction to resolve any and all disputes relating to the Agreement sitting without jury, which is specifically waived. This Agreement and any disputes related thereto shall be governed by California law.

Dated: 6/17/2020, 2020

Seller:

DocuSigned by:

*Jeffrey Brandlin*

By: Jeffrey Brandlin, Capacity as  
the Receiver for NTV Financial Group, Inc.

Dated: 06/16/2020 06:24 PM PDT, 2020

Purchasers:

*Agustin  
Zamudio*



Agustin Zamudio

*Maria E.  
Zamudio*



Maria Zamudio

06/16/2020  
06:26 PM PDT



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**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY**  
(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

**I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.**

Buyer/Seller/Landlord/Tenant Austin Zamudio  Date 06/13/2020 04:50 PM PDT  
Buyer/Seller/Landlord/Tenant Maria E. Zamudio  Date 06/13/2020 05:08 PM PDT  
Maria E. Zamudio

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CCPA 12/19 (PAGE 1 OF 1)

**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)**

Judy Whitman Broker, 1420 E. Katella Ave. Orange CA 92865  
Mateo Magdaleno

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## BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address **2101 N Westwood Avenue, Santa Ana, CA 92706**

**1. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

**2. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

**3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

**By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.**

Buyer Agustin Zamudio 06/13/2020 04:50 PM PDT  
Agustin Zamudio

Buyer Maria E. Zamudio 06/13/2020 05:08 PM PDT  
Maria E. Zamudio

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**BIA REVISED 11/14 (PAGE 1 OF 1)**

**BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)**



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Mateo Magdaleno

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**WIRE FRAUD AND ELECTRONIC FUNDS  
TRANSFER ADVISORY**  
(C.A.R. Form WFA, Revised 12/17)

Property Address: 2101 N Westwood Avenue, Santa Ana, CA 92706

("Property").

**WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:**

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

**ACCORDINGLY, YOU ARE ADVISED:**

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at [www.ic3.gov](http://www.ic3.gov); or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

**NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.**

Buyer/Tenant <input checked="" type="checkbox"/>	<u>Agustin Zamudio</u>	<u>Agustin Zamudio</u>	Date	<u>06/13/2020 04:50 PM PDT</u>
Buyer/Tenant <input checked="" type="checkbox"/>	<u>Maria E. Zamudio</u>	<u>Maria E. Zamudio</u>	Date	<u>06/13/2020 05:08 PM PDT</u>
Seller/Landlord <input checked="" type="checkbox"/>	<u>Jeffrey Brandlin</u>	<u>Do not</u>	Date	<u>6/17/2020</u>
Seller/Landlord	<u>2EB145043FDA4F5...</u>		Date	

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

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Mateo Magdaleno

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ASSOCIATION  
OF REALTORS®**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER  
OR SELLER - DISCLOSURE AND CONSENT**

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

**Multiple Buyers:** Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

**Multiple Sellers:** Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

**Dual Agency:** If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

**Offers not necessarily confidential:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

**Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer and Consent and agrees to the agency possibilities disclosed.**

DocuSigned by:			
Seller	<u>Jeffrey Brandlin</u>	XXXXX	Date <u>6/17/2020</u>
Seller	2EB145043FDA4F5...	Jeffrey Brandlin	Date
Buyer	<u>Agustin Zamudio</u>	<u>Agustin Zamudio</u>	Date <u>06/13/2020 04:50 PM PDT</u>
Buyer	<u>Maria E. Zamudio</u>	<u>Maria E. Zamudio</u>	Date <u>06/13/2020 05:08 PM PDT</u>
Buyer's Brokerage Firm <u>JUDY WHITMAN BROKER</u>		DRE Lic # <u>00456651</u>	Date
By <u>Juan Mateo Magdaleno</u>		DRE Lic # <u>01700760</u>	Date <u>06/13/2020 05:10 PM PDT</u>
DocuSigned by:			
Seller's Br	<u>iller Williams Realty</u>	DRE Lic # <u>01933507</u>	Date
By	<u>Sendy</u>	DRE Lic # <u>02004006</u>	Date <u>6/17/2020</u>
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PRBS REVISED 12/18 (PAGE 1 OF 1)

**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)**

Judy Whitman Broker, 1420 E. Katella Ave. Orange CA 92865  
Mateo Magdaleno

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Phone: 7142068347 Fax: 7144598630

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CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)  
(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

### SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

### SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant

*Augustin Zamudio*

Date 06/13/2020 04:50 PM PDT

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant

*Maria E. Zamudio*

Date 06/13/2020 05:08 PM PDT

Agent

**JUDY WHITMAN BROKER**

DRE Lic. # **00456651**

By *Juan Mateo Magdaleno*

Real Estate Broker (Firm)

DRE Lic. # **01700760**

Date 06/13/2020 05:10 PM PDT

(Salesperson or Broker-Associate, if any) **Juan Mateo Magdaleno**

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AD REVISED 12/18 (PAGE 1 OF 2)

## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Judy Whitman Broker, 1420 E. Katella Ave. Orange CA 92665  
Mateo Magdaleno

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Phone: 7142068347

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2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

**2079.14.** A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

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

**2079.16** Reproduced on Page 1 of this AD form.

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

**CONFIRMATION:** The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

**2079.18** (Repealed pursuant to AB-1289)

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

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

**2079.21 (a)** A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

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

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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## Certificate Of Completion

Envelope Id: CC4F6826AD2F4829B9984241C8F38D0B	Status: Completed
Subject: Please DocuSign: PSA Westwood Scan.pdf	
Source Envelope:	
Document Pages: 19	Signatures: 6
Certificate Pages: 5	Initials: 10
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Phil Seymour
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	148 S. Beverly Dr.
	Beverly Hills, CA 90212
	phil@theseymourgroup.net
	IP Address: 107.198.136.77

## Record Tracking


Status: Original	Holder: Phil Seymour	Location: DocuSign
6/17/2020 2:08:43 PM	phil@theseymourgroup.net	

## Signer Events

Jeffrey Brandlin  
jeff@brandlin.com

Security Level: Email, Account Authentication  
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## Signature

DocuSigned by:  
  
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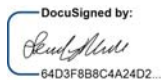
Sent: 6/17/2020 2:23:43 PM  
Viewed: 6/17/2020 4:33:34 PM  
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## Electronic Record and Signature Disclosure:

Accepted: 6/17/2020 4:33:34 PM  
ID: ff4827c0-a76b-4756-827a-a51c99ad37fb

Sendy Mackenzie  
sendymackenzie@gmail.com  
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Signature Adoption: Drawn on Device  
Using IP Address: 108.80.17.114  
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Sent: 6/17/2020 2:23:44 PM  
Viewed: 6/17/2020 4:10:09 PM  
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## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

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## Agent Delivery Events

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## Carbon Copy Events

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Stacy Vesta svesta@kw.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/17/2020 2:23:44 PM Viewed: 6/17/2020 5:10:39 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/17/2020 2:23:44 PM
Certified Delivered	Security Checked	6/17/2020 4:33:35 PM
Signing Complete	Security Checked	6/17/2020 4:46:18 PM
Completed	Security Checked	6/17/2020 4:46:18 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**How to contact Ilana Behar:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [ilana@eliteproperty.com](mailto:ilana@eliteproperty.com)

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [ilana@eliteproperty.com](mailto:ilana@eliteproperty.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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