

EXHIBIT "R"

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES-SOUTH DISTRICT

First Amended Cross-complainant Khaled A. Tawansy v. Cross-Defendant
Jennifer SOHOL
Case NC060799

1 **Limited Liability Company;**)
2 **2H CONSTRUCTION, INC., A**)
3 **California Corporation; SEAN R.**)
4 **HITCHCOCK; ERICKA BURTON; RYAN**)
5 **ROTHSTEIN-SERLING, an individual,**)
6 **MARCUS & MILLICHAP, an unknown**)
7 **corporation; JEFF COBURN, an individual;**)
8 **LEE & ASSOCIATES COMMERCIAL**)
9 **REAL ESTATE SERVICES, an unknown**)
10 **corporation EDWARD S. GELFAND, a**)
11 **licensed California attorney; LAWRENCE**)
12 **R. CAGNEY, a licensed California attorney,**)
13 **and Rows 1 Through 20,**)
14 **Cross Defendants.**)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

12 1) This Action concerns the title to the following piece of real estate in the City of Long
13 Beach (the "PROPERTY"), located at 3200 N. Long Beach Blvd and described as:

14 THE LAND DREFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY
15 OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

16 PARCEL 1:

17 LOTS 17, 18 AND 19 IN BLOCK "A" OF TRACT 2901, IN THE CITY OF LONG
18 BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
19 RECORDED IN BOOK 36 PAGE(S) 83 OF MAPS IN THE OFFICE OF THE COUNTY
20 RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE
21 WESTERLY HALD OF THAT CERTAIN ALLEY, 20 FEET SIDE, AS SHOWN AND
22 DEDICATED UPON THE MAP OF SAID TRACT NO. 2901, WHICH ADJOINS SAID LOTS
23 ON THE EAST, VACATED BY RESOLUTION NO. C-22311 OF THE CITY COUNCIL OF
24 SAID CITY, A COPY OF WHICH WAS RECORDED AUGUST 1, 1977 AS INSTRUMENT
25 26
26 27
27 28

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1 NO. 77-833919, BOUNDED NORTHELY BY THE EASTERNLY PROLOGNATION OF
2 THE NORtherly LINE OF SAID LOT 17, AND BOUNDED SOUTHERLY BY THE
3 EASTERLY PROLONGATION OF THE SOUTHERNLY LINE OF SAID LOT 19.
4

5 EXCEPT THEREON ALL OIL MINERALS, AND OTHER HYDROCARBONS
6 SUSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET
7 FROM THE SURFACE, WITHOUT HOWEVER, THE RIGHT TO USE ANY PART OF THE
8 SURFACE THEREOF, AS EXCEPTED AND RESERVED IN VARIOUS DEEDS
9
10 RECORDED ON JUNE 17, 1964.

11 PARCEL 2:

12 LOTS 36, 27 AND 38 IN BLOCK "A" OF TRACT 2901, AS PER MAP RECORDED
13 IN BLOOK 36, PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
14 SAID o SAID COUNTY WITH THAT PORTION OF THE EASTERLY HALF OF THAT
15 CERTAIN ALLYE, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF
16 SAID TRACT 2901, WHICH ADJOINS SAID LOTS ON THE WEST, VACATED BY
17 RESOLUTION NO. C-2231 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH
18 RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERY
19 BY THE WESTERLY PROLOGATION OF THE NORtherly LINE OF SAID LOT 36,
20 AND BOUNDED SOUTHERLY BY THE WETERLY PROLOGATION OF THE
21 SOUTHERLY LINE OF SAID LOT 39.
22
23

24
25 2) Defendant and Cross-complainant Khaled A. Tawansy, referred to herein as Dr.
26 Tawansy, is a doctor licensed in the State of California with a practice devoted to the Retina,
27 adult and pediatric Vitreo-Retinal Surgery, Diabetic and Retinal Vascular Surgery Diseases,
28

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1 Retinopathy of Prematurity and Congenital Anomalies, Retinal Detachment and Degenerations,
2 Trauma and Surgical Complications, and Inflammatory and Infectious Diseases; Dr. Tawansy is
3 a resident of Los Angeles County.
4

5 3) Dr. Jennifer Kaur Rodriguez SOHOL, a named Plaintiff and a Cross-Defendant herein,
6 is a licensed doctor in the State of California, and a resident of Los Angeles County.
7

8 4) Cross-Defendant JK PER ANGUSTA AD FELICITAS, LLC is a Limited Liability
9 Company organized and existing in the State of California, formed on February 11, 2014 as
10 entity number 20140431053.

11 5) Cross-Defendant 2H Property 3060, LLC is a California Limited Liability Company,
12 doing business in the City of Long Beach California.
13

14 6) Cross-Defendant 2H Construction Inc. is a California corporation doing business in the
15 City of Long Beach California.
16

17 7) Cross-Defendant Sean R. Hitchcock is a resident of the county of Los Angeles and
18 does business in Long Beach California.
19

20 8) Cross-Defendant Erika Burton is a resident of the County of Los Angeles and does
21 business the City of Long Beach, California.
22

23 9) Cross-Defendant Ryan Rothstein-Serling is a resident of the county of Los Angeles
24 and does business in Long Beach California as a California licensed real estate salesperson.
25

26 10) Cross-Defendant Marcus & Millichap is an unknown corporate entity acting as a
27 licensed California real estate broker and maintaining an office in Los Angeles County, and
28 acted as the broker for Cross-Defendant Rothstein-Serling in the sale of the PROPERTY.
29

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1 11) Cross-Defendant Jeff Coburn is a resident of the county of Los Angeles and does
2 business in Long Beach California as a California licensed real estate salesperson.
3

4 12) Cross-Defendant Lee & Associates is an unknown corporate entity acting as a
5 licensed California real estate broker maintaining an office in Los Angeles County, and acted as
6 the broker for Cross-Defendant Coburn in the sale of the PROPERTY.
7

8 13) Cross-Defendant Edward S. Gelfand is a California licensed lawyer practicing law in
9 Los Angeles County.
10

11 14) Cross-Defendant Lawrence R. Cagney is a California licensed lawyer practicing law
12 in Los Angeles County.
13

14 15) Each of the Roe 1-20 Cross-Defendants were somehow involved in this transaction
15 and acted as co-conspirators or aiders and abettors of the acts complained of herein, or as agents
16 of the other cross-cross defendants. The names of these entities are not now know. When
17 ascertained this complaint will be amended to include the names of said Roe 1-20 cross
18 defendants.
19

20 16) The two parcels of real property at issue herein (the "PROPERTY") is unique in that
21 it is located less than two blocks from Long Beach Memorial Hospital and the Millers Children's
22 Institute at Long Beach Memorial. The PROPERTY is unique in that it is the intention of Dr.
23 Tawansy to occupy the PROPERTY for his medical practice. There is no other parcel of real
24 estate that can accomplish what is needed by Dr. Tawansy. As a result, the PROPERTY must be
25 reconveyed to him as it is unique.
26

27 17) During 2014, Dr. Tawansy and Dr. SOHOL lived together in Dr. Tawansy's home in
28 Pasadena, as they had for many years.
29

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1 18) Since June 1, 2012, and until June 17, 2014, Dr. Tawansy owned free and clear title
2 to the PROPERTY.

3 19) Dr. SOHOL created Cross-Defendant JK PER ANGUSTA AD FELICITAS, LLC
4 ("JK PER ANGUSTA") on or about February 11, 2014 at the direction of Dr. Tawansy.

5 20) When JK PER ANGUSTA AD FELICITAS LLC was formed it had as its location,
6 the offices of Dr. Tawansy at 7447 N. Figueroa St. Suite 200, Los Angeles, CA 90041, indicating
7 his interest in the JK PER ANGUSTA.

8 21) In setting up JK PER ANGUSTA Ad Felicitas, LLC, that Dr. SOHOL represented
9 that the J stood for her name, Jennifer and that the K stood for Dr. Tawansy's name, Khalid.

10 22) In approximately June of 2014 that a \$1,200,000 loan payoff was due to be paid by
11 Dr. Tawansy. Along with some additional fees the amount for the loan payoff was
12 \$1,305,521.71.

13 23) Due to the relationship with Dr. Tawansy and Dr. SOHOL, and the then build-out of
14 a surgery center for Dr. Tawansy at 125 N. Raymond St. Pasadena California, it was agreed that
15 Dr. Tawansy would deed the property to JK PER ANGUSTA, with the understanding that Dr.
16 Tawansy would be the beneficial owner of the PROPERTY and Dr. SOHOL would get a loan to
17 pay off the mortgage balance.

18 24) On June 17, 2014 that Dr. Tawansy signed a grant Deed to JK PER ANGUSTA for
19 no consideration, but paid a documentary transfer tax of \$1,595.00 to record the deed.

20 25) At the time of the transfer of the title, Dr. Tawansy requested and Dr. SOHOL agreed
21 to enter into a real estate transaction whereby Dr. SOHOL would accept a deed to the
22

1 PROPERTY in the name of a entity which she would control; the consideration for this deed was
2 that Dr. SOHOL would agree that Dr. Tawansy would continue to hold equitable title to the
3 PROPERTY and to the entity holding title to the PROPERTY, and that Dr. Tawansy would
4 continue to pay all expenses related to the PROPERTY, including taxes, and that Dr. Tawansy
5 had the right to continue efforts to improve the PROPERTY.

7 26) At the close of the new mortgage that Dr. SOHOL got for JK PER ANGUSTA, Dr.
8
9 Tawansy paid the closing costs of \$99,412,28; Nothing was paid by Dr. SOHOL.

10 27) After the close of the transfer of deed from Dr. Tawansy to JK PER ANGUSTA, Dr.
11 Tawansy and Dr. SOHOL agreed that both Dr. Tawansy and Dr. SOHOL would share the
12 building with both having offices here.

14 28) However, after the transfer, Dr. SOHOL asserted that she did not want a practice in
15 Long Beach, so both Dr. Tawansy and Dr. SOHOL agreed that only Dr. Tawansy would own the
16 building and that Dr. Tawansy would be responsible for to build out the PROPERTY; that Dr.
17 Tawansy and JK PER ANGUSTA agreed Dr. Tawansy would complete the build out of the
18 PROPERTY.
19

20 29) In fact, Dr. Tawansy was responsible for all benefits and burdens of the
21 PROPERTY, and Dr. SOHOL would not be responsible for the benefits and burdens of the
22 PROPERTY other than as a conduit through which Dr. Tawansy paid the mortgage and taxes.
23 Dr. SOHOL was informed about the reduction of the mortgage, but did nothing to assure it was
24 taken off title prior the close of escrow. There is no title document requiring Dr. Tawansy to do
25 anything after the close.
26

1 30) Nevertheless, Dr. Tawansy as the equity and beneficial owner of the PROPERTY
2 continued to support the PROPERTY after the Transfer to JK PER ANGUSTA as he owned the
3 PROPERTY.
4

5 31) Dr. SOHOL told many other people, including Sandy Tumen, Bill Maher, Debbie
6 Shampay, Keith Graves, Adraino Flores, Mario Abina, Robert Sepasia, Marty Marcus, and to
7 Gary Lefkowitz, among many others, that although the PROPERTY was held in the JK PER
8 ANGUSTA name, that in fact Dr. Tawansy still owned the PROPERTY as the beneficial and
9 equitable owner of the real estate.
10

11 32) Dr. Tawansy paid approximately \$250,000 since the closing of the transfer of the
12 PROPERTY to JK PER ANGUSTA, and thereafter DR. Tawansy made payments of about
13 \$260,000 on the mortgage and for other costs associated with the PROPERTY.
14

15 33) After the transfer of the title, 2 of the 3 buildings located on the PROPERTY were
16 totally rehabilitated inside into medical offices for Dr. Tawansy, for which Dr. Tawansy paid at a
17 cost of approximately \$300,000.
18

19 34) Though they were engaged to be married, Dr. Tawansy and Dr. SOHOL stopped
20 living together approximately in 2015.
21

22 35) Without Dr. Tawansy's consent, Dr. SOHOL changed the address of record for
23 Cross-Defendant JK PER ANGUSTA to her own address after she moved out.
24

25 36) In or about June of 2015, Dr. SOHOL came to Dr. Tawansy and asked him to sign a
26 one year lease on the PROPERTY as Dr. SOHOL told Dr. Tawansy that the bank that had lend
27 the money on the loan needed to see that it was leased.
28

1 37) As Dr. Tawansy was the 100% beneficial owner of the PROPERTY with Dr. SOHOL
2 merely acting as the legal owner on the paperwork, Dr. Tawansy signed the lease as this was the
3 approximate amount of the payments on the building and taxes. Each month, given the close
4 relationship with Dr. Tawansy and Dr. SOHOL, Dr. Tawansy would make the payments directly
5 into Dr. SOHOL's account at Chase Manhattan bank and Dr. SOHOL was not involved in the
6 collection of rents though she was the purported manager of JK PER ANGUSTA.
7

8 38) As agreed with Dr. SOHOL, Dr. Tawansy executed a Master Lease on the
9 PROPERTY, which was beneficially owned by Dr. Tawansy, and that the lease needed for the
10 banks was only for one year until the surgery center could be built out at which time Dr.
11 Tawansy would take Jennifer SOHOL off of the loan and pay off the loan.
12

13 39) Notwithstanding the agreement that Dr. SOHOL would run JK PER ANGUSTA with
14 Dr. Tawansy as the entire 100% owner of the PROPERTY, she now claims that Dr. Tawansy
15 owns no right in the PROPERTY and asserts Dr. Tawansy possesses no ownership interest or
16 rights in the PROPERTY into which Dr. Tawansy invested nearly \$1,000,000 or as the beneficial
17 owner of JK PER ANGUSTA.
18

20 40) Notwithstanding the agreement and the lack of any equity in purchasing or
21 rehabilitating the property and any lack of any payments made for the purchase, Dr. SOHOL
22 now demands Dr. Tawansy pay \$2,695,000 to purchase the 3200 N. Long Beach Blvd.
23 PROPERTY, the PROPERTY owned beneficially by Dr. Tawansy.
24

25 41) Notwithstanding the agreement for the payment of only the amounts of money
26 required to pay off the mortgage, Dr. SOHOL is now understood to have taken out more loans.
27 She executed 1) a Deed of trust for \$580,000 to Pacific Enterprise Bank dated June 17 2014; 2) a
28

1 deed of trust in the amount of \$725,000 to Pacific Enterprise Bank dated June 17, 2014; and 3) a
2 deed of trust dated **May 28, 2014 [IS THIS RIGHT; 1 MONTH BEFORE JK PER**
3 **ANGUSTA RECEIVED TITLE?]** in the amount of \$598,000 in favor of Pacific Enterprise
4 Bank.
5

6 42) Dr. SOHOL likewise executed a Subordination Non Disturbance and Attornment
7 Agreement and Estoppel Certificate for a lease dated May 2, 2015 between JK PER ANGUSTA
8 and Jennifer Kaur Rodriguez SOHOL and Pacific Enterprise Bank of an “unrecorded lease” on
9 the PROPERTY for 20 years ending on **May 2, 2024 [AGAIN, DATES? WAS THIS**
10 **ENTERED INTO ON MAY 3, 2014?].**

12 43) The current title report for the PROPERTY shows that the PROPERTY is subject to a
13 lien in the name of Dr. Tawansy to the United States of America for \$179,999.22.
14

15 44) The current title report of the PROPERTY shows that the PROPERTY is subject to a
16 lien in the name of Dr. Tawansy to the United States of America for \$296,444.72.
17

18 45) The current title report of the PROPERTY shows that the PROPERTY is subject to a
19 lien in favor of the tax collector of the County of Los Angeles in the amount of \$181.24
20

21 46) At all times in 2015 and in 2016 Dr. Tawansy personally represented to Cross-
22 Defendant Gelfand, an attorney representing Dr. SOHOL and JK PER ANGUSTA that Dr.
23 Tawansy was the owner of the PROPERTY, which was held in the beneficial name of JK PER
24 ANGUSTA but which was legally owned by Dr. Tawansy, along with Dr. Tawansy’s executed
25 lease and the facts underlying that lease, as set forth above.
26

27 47) In or about 2015, Gary Lefkowitz, the CEO of one of Dr. Tawansy’s past businesses,
28 told Cross-Defendant Gelfand that Dr. Tawansy owns the PROPERTY, along with Dr.

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1 Tawansy's executed lease and the facts underlying that lease, as set forth above, and that JK PER
2 ANGUSTA created by Dr. SOHOL was a mere fiction created so that the loan could be repaid,
3 and that Dr. Tawansy owns the entire PROPERTY legally, with JK PER ANGUSTA merely
4 owning a beneficial interest and not a legal interest in the PROPERTY.
5

6 48) In or about 2015, Dr. Tawansy expressed to Cross-Defendant Marcus and Millichap,
7 the real estate broker chosen by JK PER ANGUSTA to sell the PROPERTY, that Dr. Tawansy
8 actually owns the PROPERTY and the title in the name of JK PER ANGUSTA was merely to
9 protect Dr. Tawansy's investment in the PROPERTY, along with Dr. Tawansy's executed lease
10 and the facts underlying that lease, as set forth above.
11

12 49) At the time of doing its due diligence on the Property, that Cross-Defendants 2H
13 Properties 3060 LLC, 2H Construction, Inc., Sean R. Hanson and Ericka Burton, along with their
14 salesperson and broker Cross-Defendants Jeff Coburn and Lee & Associates, knew of Dr.
15 Tawansy's ownership in JK PER ANGUSTA and the PROPERTY, along with Dr. Tawansy's
16 executed lease and the facts underlying that lease, as set forth above.
17

18 50) Cross-Defendants 2H Properties, LLC, 2H Construction, Inc., Sean R. Hanson and
19 Ericka Burton did not ask for a customary estoppel certificate from Dr. Tawansy, who they knew
20 was the tenant of the PROPERTY, and in which any willing purchaser would have requested.
21 The lack of asking for the estoppel certificate is evidence that Cross-Defendants 2H Properties,
22 LLC, 2H Construction, Inc., Sean R. Hanson and Ericka Burton knew of Dr. Tawansy's claims
23 to the real estate as the actual legal owner of the PROPERTY.
24

25 51) That the salesperson and brokers in the sales transaction for JK PER ANGUSTA,
26 Cross-Defendants Ryan Rothstein-Serling and Marcus and Millichap, represented to Cross-
27

1 Defendants 2H Properties, LLC, 2H Construction Inc., Sean R. Hitchcock and Erica Burton that
2 Dr. Tawansy was the actual owner of the PROPERTY.
3

4 52) Cross-Defendant Gelfand as the attorney for JK PER ANGUSTA, and acting in
5 concert with Cross-Defendants Ryan Rothstein-Serling, Marcus & Millichap, Jeff Coburn, Lee &
6 Associates, and Cagney, as the attorney for purchasers, did not inform the purchasers that claims
7 existed as to PROPERTY ownership or the benefits of and need to obtain an Estoppel Certificate
8 from Dr. Tawansy, as the real owner of the PROPERTY, that the PROPERTY was deeded into
9 JK PER ANGUSTA only for the purposes of legal ownership, whereas the beneficial ownership
10 of the PROPERTY remained in Dr. Tawansy's name, and as to a long-term tenant rights.

12 53) A review of the matters affecting title would reveal to Cross-Defendants 2H Property
13 3060 LLC, 2H Constrution Inc., Sean R. Hitchcock and Erica Burton that numerous tax liens
14 existed in the name of Dr. Tawansy.
15

16 54) Attorney Cross-Defendants Gefland and Cagney and Broker Cross-Defendants Ryan
17 Rothstein-Serling, Marcus & Millichap, Jeff Coburn and Lee & Associates engaged in contact
18 with the purpose of closing the sale of the PROPERTY without full disclosure to their clients and
19 with full knowledge that their actions would harm Dr. Tawansy, all to the benefit of Attorney
20 Cross-Defendants and Broker Cross-Defendants.
21

22 55) This conduct was done to create an artificial form of a purchase by 2H Property 3060
23 LLC to avoid any claims made by Dr. Tawansy as to his actual ownership interest in the legal
24 title to the PROPERTY through the JK PER ANGUSTA entity,
25

26 56) Dr. Tawansy believes Jennifer SOHOL or her entity of JK PER ANGUSTA or some
27
28

1 entity controlled by Jennifer SOHOL or unknown Cross-Defendants is the actual owner or a
2 partial owner in the new entity now claiming to own the PROPERTY at 3200 Long Beach Blvd.
3

4 57) In their actions, and the actions by each of them, Cross-Defendants and each of them
5 have used the United States Mails, the United State wires, bank accounts and the internet to cheat
6 Dr. Tawansy out of his interest in the PROPERTY.
7

8 58) Cross-Defendants 2H Properties 3060, 2H Construction Inc, Sean R. Hitchcock, and
9 Ericka Burton learned before escrow closed that there were problems with the close of a sale as
10 tax liens in the amount of \$296,446.81 and a lien of \$179,9992.22 had been recorded by the
11 Internal Revenue Service against Dr. Khaled A. Tawansy. This was detailed in a letter dated June
12 29, 2016 from Commonwealth Land Title Insurance Company.
13

14 59) Cross-Defendants 2H Property 3060 LLC, 2H Construction Inc, Sean R. Hitchcock
15 and Ericka Burton knew that a loan in the amount of \$1,475,000 sat on the PROPERTY
16 notwithstanding that it was supposed to have been removed, and the time that JK PER
17 ANGUSTA took legal title to the PROPERTY with Khaled A. Tawansy remaining the beneficial
18 owner of the PROPERTY. This was detailed in a letter dated June 29, 2016 from
19 Commonwealth Land Title Insurance Company.
20

21 60) Cross-Defendants 2H Property 3060 LLC, 2H Construction Inc., Scan R. Hitchcock
22 and Ericka Burton failed to perform normal diligence in the purchase of the PROPERTY and
23 were not properly informed by their Broker Cross-Defendants.
24

25 61) The standard sublease agreement had no integration clause. The parties Dr. Tawansy
26 and Dr. SOHOL both agreed that the property could not be occupied by anyone until substantial
27 rehabilitation work had been done. As a result, the property was not able to be occupied until
28

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1 June of 2016. As a result of the Agreements between Dr. Tawansy and Dr. SOHOL it was agreed
2 that the lease would commence on the date the building was available for use, and that the lease
3 would run from July of 2016 for one year. Dr. Tawansy spent over \$500,000 developing the
4 PROPERTY which would all be lost if he was forced to turn over the building to its new owners

5
6 62) After the Deed by Dr. Tawansy to the JK PER ANGUSTA, Doctor Tawansy spent
7 over \$500,000 in rehabilitating the building which includes the following amounts in total
8 detrimental reliance and based upon the promises made by Jennifer SOHOL and of JK PER
9 ANGUSTA.

10
11 a) A check made payable from Children's Retina Institute to Redesign Group, Inc.
12 in the amount of \$15,996.01

13
14 b) A check in the amount of \$8,888.97 from Children's Retina Institute to
15 Jennifer SOHOL dated 1/07/2014.

16
17 c) A check in the amount of \$10,000. to Jennifer SOHOL from Children's Retina
18 dated 7/10/14-this is approximately the date upon which both Dr. SOHOL and Dr. Tawansy
19 agreed that Dr. SOHOL would not occupy the offices at 3200 Long Beach Blvd and that Dr.
20 Tawansy would continue to own the property as the sole owner of the property, although legal
21 title was in the name of the JK PER ANGUSTA.

22
23 d) A check from Children's Retina Institute to Jennifer SOHOL in the amount of
24 \$10,000 dated 8/15/14-well after the close of the escrow. If the sale was a total sale to the JK
25 PER ANGUSTA, then Doctor Tawansy would not be paying Jennifer any money and would
26 walked from the deal. As each payment gets made it is clear that Dr. Tawansy continued to own
27 the property as his own.

e) A check made from Khaled A Tawansy to So Cal Gas Edison in the amount of \$117.26 dated 8-12-14.

f) A check in the amount of \$3,274 to Cenovo Cuevas for work on the project at 3200 Long Beach Blvd. dated 8/16/14, drawn on the account of Children's Retina Institute.

g) A check in the amount of \$2,100 to Unique Hardware drawn on Children's Retina Institute dated 9/06/14.

h) A check in the amount of \$10,000 to Jennifer SOHOL drawn on Children's Retina Institute dated 10/28/2014.

i) A check in the amount of \$5,000 to Jennifer SOHOL drawn on Children's Retina Institute and dated 12/13/14.

j) A check in the amount of \$5,000 to Jennifer SOHOL drawn on Children's
Retina Institute dated 12/13/14.

k) A check in the amount of \$20,000 made payable to Jennifer SOHOL from Children's Retina Institute dated 1/23/15. Of significant note is the memo on the check stating "Long Beach Property Loan Repayment." If the deed to the JK PER ANGUSTA meant Dr. Tawansy had no interest in the property, then why would he have been making loan payments from the date that the loan was taken out each month until today! It is clear evidence that Dr. Tawansy continued to own the 3200 Long Beach Property as the equitable and beneficial owner of the property.

1) A check make payable to Keith Graves in the amount of \$2,034.12 for roof work, and other work at the property paid for by Khaled A. Tawansy dated 1/26/15. It is important that Dr. SOHOL was there when this work was done but that Dr. Tawansy did pay for this entire issue.

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1 m) A check made payable to Jennifer SOHOL in the amount of \$5,000 noting it
2 was for the Long Beach Buildout. Now if Dr. Tawansy had nothing to do with the building, why
3 would he be paying for the build out? This check was made by Children's Retina Institute and is
4 dated 1/31/15.
5

6 n) A check made payable to Jennifer SOHOL in the amount of \$5,000 made
7 payable from Children's Retina Institute dated 2/06/15. Note on the check says Long Beach.

8 o) A check made payable to Cash for objects dealing with the buildout of Long
9 Beach in the amount of \$1650 dated 2/20/15 and stating 3200 Long Beach Blvd. The check is
10 drawn on Children's Retina Institute.
11

12 p) A check made payable to Jennifer SOHOL in the amount of \$10,000 from
13 Children's Retina Institute dated 2/14/15. The note on the check states "Paid \$40k towards TI
14 (Tenant Improvements).
15

16 q) A check made payable to cash in the amount of \$3,200, dated 2/14/15 for work
17 done on the buildout of the Long Beach project from Children's Retina Institute.
18

19 r) A check made payable to Cash in the amount of \$1100 for work done on the
20 build out of the 3200 Long Beach property dated 2/15/14, from the Children's Retina Institute.
21

22 s) A check in the amount of \$2,742.44 in favor of Jay Sanford, Inc. for work
23 done at 3200 Long Beach Blvd drawn on Children's Retina Institute and dated 2/18/15.
24

25 t) A check in the amount of \$7,500 to Dr. SOHOL and from Children's Retina
26 Institute dated 2/22/15 stating 3200 Long Beach Blvd.
27

28 u) A check in the amount of \$10,000 to JK PER ANGUSTA from Children's
29 Retina Institute dated 2/14/15 with a note on it "Paid 40K toward TI" (Tenant Improvements)
30

1 v) A check in the amount of \$225 to Iris Exudugg for work at 3200 Long Beach
2 Blvd. drawn on Children's Retina Institute on 2/24/15.

3 w) A check in the amount of \$1650 to cash to pay for work done at 3200 Long
4 Beach Blvd. and listing the date at 2/20/15. The check was drawn from Children's Retina
5 Institute.

6 x) A check made payable to Jay Sanford, Inc. In the amount of \$5981.28 for Final
7 check Long Beach TI (Tenant Improvement) made payable from Children's Retina Institute and
8 dated 2/24/2015.

9 y) A check for \$5,000 to Jennifer SOHOL/JK PER ANGUSTA AD FELICITAS
10 LLC, from Children's Retina Institute dated 2/18/15 and noting 3200 Long Beach Blvd.

11 z) A check made payable to Carlos Lopez in the amount of \$804 for work done at
12 3200 Long Beach Blvd and noting 3200 Long Beach Blvd.

13 aa) A check in the amount of \$1052 for cash for work one at 3200 Long Beach
14 Blvd for work being done at the property. The check is dated 3/3/15 and is on the account of
15 Children's Retina Institute.

16 bb) A check made payable to Edwin Menia for \$2,025 for work done at 3200
17 Long Beach Blvd. and paid on 3/3/15 from Children's Retina Institute,

18 cc) That on March 3, 2015, a check in the amount of \$389 was paid to Lozal
19 Cabaxes for work done at 3200 Long Beach Blvd. by Children's Retina Institute.

20 dd) Than on March 3, 2015 a check for cash in the amount of \$389 was made to
21 pay for work at 3200 Long Beach Blvd. from Children's Retina Institute.

1 ee) That on March 15th, 2015 a check was made payable to JK PER ANGUSTA
2 AD FELICITAS LLC, in the amount of \$15,000 for the 3200 Long Beach Blvd. Property from
3 Children's Retina.
4

5 ff) That on March 17th, 2015 that a check in the amount of \$1350 was paid to
6 Carlos Lopez for work done on 3200 Long Beach Blvd. paid for by Children's Retina Institute.
7

8 gg) That on March 17th 2015 a check in the amount of \$270 was paid to Carlos
9 Lopez for work done at 3200 Long Beach Blvd. and paid for by Children's Retina Institute.
10

11 hh) That on March 18th, 2015 there was a check in the amount of \$15,000 made
12 payable to JK PER ANGUSTA AD FELICITAS LLC, for the 3200 Long Beach Blvd and paid
13 for by Children's Retina Institute.
14

15 ii) That on March 24, 2015 a check in the amount of \$1,716 was made payable to
16 Edward Mejla for work done at 3200 Long Beach Blvd. and paid for by Children's Retina
17 Institute.
18

19 jj) That on March 25, 2015 that a check was paid to Jose Arrann in the amount of
20 \$6,029 for work done at 3600 Long Beach Blvd and paid for by Children's Retina Institute.
21

22 kk) That on March 31, 2015 a check in the amount of \$20,000 was made payable
23 to JK PER ANGUSTA AD FELICITAS LLC and paid for by Children's Retina Institute, noting
24 it was for 3200 Long Beach Blvd.
25

26 ll) That on April 4th 2015 a check was paid to Jennifer SOHOL and to JK PER
27 ANGUSTA AD FELICITAS LLC, in the amount of \$10,000 for the 3200 Long Beach Blvd
28 property.
29

1 mm) That on March 14th 2015 a check in the amount of \$10,000 was paid to JK
2 PER ANGUSTA AD FELICITAS LLC, for 3200 N. Long Beach Blvd by Children's Retina
3 Institute.

4 nn) That on March 21, 2015 a check in the amount of \$16,000 was paid to JK
5 PER ANGUSTA AD FELICITAS LLC for the 3200 Long Beach property by Children's Retina.

6 oo) That on June 29, 2015 a check in the amount of \$15,000 was paid to Jennifer
7 SOHOL MD Inc. by Khaled A. Tawansy for the 3200 Long Beach property.
8

9 63) From July of 2015 until September of 2016, Children's Retina Institute and Dr.
10 Tawansy paid Jennifer SOHOL or JK PER ANGUSTA the rent each month.

12 64) The PROPERTY was not able to be occupied when the lease was entered into and that
13 Dr. Tawansy or Children's Retina spent in excess of over \$100,000 to prepare the first and
14 second units in the building, both to be used as doctor's offices.
15

17 65) The third unit at 3200 Long Beach Blvd contains thousands of dollars of equipment and
18 tools and machinery necessary for the build out of the units that all belong to Dr. Tawansy and
19 are not the property of any of the Cross-Defendants.
20

21 66) Each time an issue arose with the City of Long Beach relating to the PROPERTY from
22 the time the deed was recorded to JK PER ANGUSTA that the City would contact Dr. Tawansy
23 and he did the work and Dr. SOHOL allowed this work to be done as if Dr. Tawansy still owned
24 the building as the beneficial and equitable owner of the PROPERTY.
25

26 **FIRST CAUSE OF ACTION**

27 Specific Performance and to Quiet Title as to all Cross-Defendants
28

First Amended Cross-complainant Khaled A. Tawansy v. Cross-Defendant
Jennifer SOHOL
Case NC060799

67) Dr. Tawansy realleges the provisions of paragraphs 1-66 as though fully set forth herein.

68) The deed given to JK PER ANGUSTA was given in error and due to the fraud of Dr.

SOHOL, and based upon her promises that she would run the JK PER ANGUSTA for the benefit of Dr. Tawansy.

69) As a result of the conduct of Dr. SOHOL and of JK PER ANGUSTA, that the deed was given as a result of fraud and error due to Jennifer SOHOL and of JK PER ANGUSTA and that the Deed should be declared to be null and void and title should be replaced with the deed in the name of Dr. Khaled A. Tawansy.

70) Cross-Defendants knew of Dr. Tawansy's actual ownership of the real estate but avoided asking for an estoppel certificate from him and did not question the issue as to taxes alleged to be owing and a trust deed that was supposed to be reduced. The Cross-Defendants knew that Dr. Tawansy paid for the entire build out of the PROPERTY and that he has tools and property throughout 3200 N. Long Beach Boulevard. Acting as such, these co-defendants knew that Dr. Tawansy had an ownership interest in the PROPERTY, yet closed the transaction knowing these issues in order to conspire with Jennifer SOHOL and JK PER ANGUSTA to harm Dr. Tawansy and to steal the PROPERTY from him.

71) Cross-Defendants 2H Property 3060 LLC and 2H Construction Inc. now claim to own the PROPERTY located at 3200 N. Long Beach Boulevard which was transferred to them via a deed signed by Jennifer SOHOL on behalf of JK PER ANGUSTA, but Jennifer SOHOL did not own the PROPERTY and nor did JK PER ANGUSTA as they held the PROPERTY for Dr. Tawansy. Had 2H Property 3060 LLC AND 2H Construction Inc. done any due diligence they

would have discovered and in fact knew that Dr. Tawansy owned the property and it was being held in the name of JK PER ANGUSTA for Dr. Tawansy. In fact, 2H Property 3060 LLC and 2H Construction Inc. knew at all times that Dr. Tawansy owned the PROPERTY and they entered into a conspiracy to deprive Dr. Tawansy of the title to the 3200 N. Long Beach Blvd. PROPERTY.

8 72) In a pleading dated September 9, 2016, Dr. SOHOL and JK PER ANGUSTA claimed to
9 own the property, notwithstanding their agreement to own the property as legal owners for the
10 benefit of Dr. Tawansy.

SECOND CAUSE OF ACTION

Rescission of the Deed to the Property As Against all Cross-Defendants

73) Dr. Tawansy realleges the provisions of paragraphs 1-72 as though fully set forth herein.

15 74) The title to the PROPERTY should be deemed in the name of Dr. Tawansy as against
16 anyone who owned the PROPERTY such as JK PER ANGUSTA AD FELICITAS LLC or in the
17 name of 2H Property 3060 LLC or in the name of 2H Construction Inc. in that they each took
18 title knowing that Dr. Tawansy was the actual owner of the PROPERTY being held for him by
19 JK PER ANGUSTA. All Cross-Defendants knew that Dr. Tawansy was the beneficial owner of
20 the PROPERTY located at 3200 N. Long Beach Blvd., in Long Beach.
21

THIRD CAUSE OF ACTION

Fraud as Against All Cross-Defendants

²⁵) Dr. Tawansy realleges the provisions of paragraphs 1-74 as though fully set forth herein.

1 76) Dr. Tawansy first learned of the fraud of Cross-Defendants Dr. SOHOL, JK PER
2 ANGUSTA and the rest of the Cross-Defendants within the past several months.
3

4 77) Dr. Jennifer SOHOL and JK PER ANGUSTA made representations as to holding the title
5 for Dr. Tawansy in the transfer of title to the PROPERTY to JK PER ANGUSTA without the
6 intention of performing those representations.
7

8 78) Cross-Defendants 2H Properties 3060, LLC, 2H Construction, Inc., Sean R. Hitchcock
9 and Ericka Burton ("Buyer Cross-Defendants") joined in the fraud by engaging in the sales
10 transaction with full knowledge of Dr. Tawansy's interest in the PROPERTY, yet failing to take
11 the necessary steps to protect themselves with an estoppel certificate.
12

13 79) Dr. Tawansy reasonably relied on the representations from Dr. SOHOL and JK PER
14 ANGUSTA, along with the expectations that Buyer Cross-Defendants would not support the
15 fraud efforts by Dr. SOHOL and JK PER ANGUSTA.
16

17 80) As a proximate cause of his reasonable reliance, Dr. Tawansy incurred losses in excess of
18 the jurisdictional minimum of this Court to be proved at trial.
19

20 81) The conduct of Dr. SOHOL and of JK PER ANGUSTA was done in a fraudulent manner
21 to obtain the deed to the PROPERTY making statements that were untrue. As a result, Dr.
22 SOHOL and **JK PER ANGUSTA AD FELICITAS LLC** should be held liable to Dr. Tawansy
23 for his losses and those acting in concert with Dr. SOHOL and JK PER ANGUSTA Ad Felicitas,
24 2H property 3060 LLC, 2H Construction Inc. Sean R. Peterson and Erica Burton should be held
25 liable for the Fraud of Dr. SOHOL and of JK PER ANGUSTA Ad Felicitas for all damages to
26
27 Dr. Tawansy.
28

First Amended Cross-complainant Khaled A. Tawansy v. Cross-Defendant
Jennifer SOHOL
Case NC060799

82) The cross defendants knew of Dr. Tawansy's actual beneficial and equitable ownership interests in and to the 3200 N. Long Beach PROPERTY but all acted to defeat Dr. Tawansy's interest all for the benefit of themselves and all the detriment of Dr. Tawansy.

83) The acts of Cross-Defendants, and each of them, as set forth above were willful, wanton, malicious, oppressive and without regard to Dr. Tawansy's rights and justify an award of exemplary and punitive damages.

FOURTH CAUSE OF ACTION

Fraud as Against Broker Cross-Defendants and Attorney Cross-Defendants

84) Dr. Tawansy realleges the provisions of paragraphs 1-83 as though fully set forth herein.

85) Broker Cross-Defendants and Attorney Cross-Defendants identified a situation between Dr. Tawansy on one hand and Dr. SOHOL/JK PER ANGUSTA and Buyer Cross-Defendants on the other hand wherein Broker Cross-Defendants and Attorney Cross-Defendants could work to structure a sale from Dr. SOHOL/JK PER ANGUSTA to Buyer Cross-Defendants that would generate legal work, commissions, and extra value in the transaction by reason of Dr. Tawansy's actual ownership of the PROPERTY.

86) Broker Cross-Defendants and Attorney Cross-Defendants made misrepresentations to Cross-Defendants Dr. SOHOL, JK PER ANGUSTA and Buyer Cross-Defendants, and failed to provide necessary and critical information to those same Cross-Defendants with knowledge that such representations and failures to make representations were critical to the decision to transfer title and to Dr. Tawansy's ownership of the PROPERTY and with the expectation that the actions would cause a transfer of title to the detriment of Dr. Tawansy.

First Amended Cross-complainant Khaled A. Tawansy v. Cross-Defendant
Jennifer SOHOL
Case NC060799

1 87) Buyer Cross-Defendants, Dr. SOHOL/JK PER ANGUSTA and Dr. Tawansy all
2 reasonably relied on Broker Cross-Defendants and Attorney Cross-Defendants to properly
3 perform their duties as licensed by the State of California as to legal and real estate matters.
4

5 88) As a proximate cause of his reasonable reliance, Dr. Tawansy incurred losses in excess of
6 the jurisdictional minimum of this Court to be proved at trial.
7

8 89) The Broker Cross-Defendants and Attorney Cross-Defendants knew of Dr. Tawansy's
9 actual beneficial and equitable ownership interests in and to the 3200 N. Long Beach
10 PROPERTY but all acted to defeat Dr. Tawansy's interest all for the benefit of themselves and
11 all to the detriment of Dr. Tawansy.
12

13 90) The acts of Cross-Defendants, and each of them, as set forth above were willful, wanton,
14 malicious, oppressive and without regard to Dr. Tawansy's rights and justify an award of
15 exemplary and punitive damages.
16

17

18 **FIFTH CAUSE OF ACTION**

19

20 Breach of Contract as Against All Cross-Defendants

21 91) Dr. Tawansy realleges the provisions of paragraphs 1-90 as though fully set forth herein.

22 92) The conduct alleged herein sets forth the terms of a contract entered into between Jennifer
23 SOHOL and JK PER ANGUSTA on the one hand, and Dr. Tawansy on the other hand. The
24 terms of the contract are set forth in detail above.
25

1 93) The terms of the contract have been evidenced by writings when taken in context
2 demonstrate that a contract exists, that reasonably identify the subject matter of the contract, and
3 sets forth with certainty the essential terms of that contract.

5 94) The Contract was fully performed by Dr. Tawansy and, at times, partially performed by
6 Dr. Tawansy. Specific terms of the contract, such as transferring title and paying for specific
7 expenses, were fully performed; other terms of the contract, to complete the lease and then alter
8 title were partially performed, with the complete performance now barred by Cross-Defendants
9 Dr. SOHOL and JK PER ANGUSTA's breach of contract.
10

12 95) Dr. Tawansy performed and/or completed all the duties and obligations the contract
13 required of him, other than those duties and obligations which were barred or otherwise forgiven
14 by Cross-Defendants and Cross-Defendants' conduct.

16 96) Cross-Defendants Dr. SOHOL and JK PER ANGUSTA breached the contract set forth
17 above by its actions of misleading Dr. Tawansy as to Cross-Defendants' intentions with the
18 PROPERTY and Cross-Defendants' sale of the PROPERTY and failure to properly resolve the
19 related financial issues.

21 97) As a direct and proximate result of Cross-Defendants' breach of contract, Dr. Tawansy
22 suffered specific and consequential damages in an amount greater than the minimum jurisdiction
23 of this Court.

SIXTH CAUSE OF ACTION

Promissory Estoppel as Against Cross-Defendants Dr. SOHOL and JK PER ANGUSTA

98) Dr. Tawansy realleges the provisions of paragraphs 1-97 as though fully set forth herein.

First Amended Cross-complainant Khaled A. Tawansy v. Cross-Defendant
Jennifer SOHOL
Case NC060799

99) Cross-Defendants Dr. SOHOL and JK PER ANGUSTA made promises to Dr. Tawansy as set forth above concerning the ownership and management of the PROPERTY.

100) As a result of these promises by Cross-Defendants, Dr. Tawansy changed his legal positions in multiple fashions, from the transfer of title to the PROPERTY, to the commitment to reconstruct the interior of the buildings on the PROPERTY, to the commitment to a lease to the benefit of a third party, as well as the expenditure of a large sum of money.

101) Cross-Defendants' actions were the direct and proximate cause of Dr. Tawansy's loss, requiring that title to the PROPERTY be transferred back to him and that he recover consequential damages resulting from Cross-Defendants false promises.

102) The acts of Cross-Defendants, and each of them, as set forth above were willful, wanton, malicious, oppressive and without regard to Dr. Tawansy's rights and justify an award of exemplary and punitive damages.

SEVENTH CAUSE OF ACTION

Breach of Fiduciary Duty as Against All Cross-Defendants

103) Dr. Tawansy realleges the provisions of paragraphs 1-102 as though fully set forth herein.

104) A declaration of rescission must be granted cancelling the deed from Dr. Tawansy to JK PER ANGUSTA AD FELICITAS LLC for fraud and misrepresentation in gaining the deed.

105) JK PER ANGUSTA AD FELICITAS LLC was set up at the sole request of and by an agent for Dr. Tawansy, with the intent that JK PER ANGUSTA hold the title to the PROPERTY in its name for the benefit of Dr. Tawansy.

First Amended Cross-complainant Khaled A. Tawansy v. Cross-Defendant
Jennifer SOHOL
Case NC060799

106) As a result thereof, there was a fiduciary duty between Dr. SOHOL, the managing member, and JK PER ANGUSTA on the one hand, and Dr. Tawansy.

107) Dr. SOHOL and JK PER ANGUSTA with the assistance of the other cross defendants breached that duty.

108) As a result of these breaches by Cross-Defendants, Dr. Tawansy suffered damages in an amount in excess of the jurisdictional minimum of this Court.

109) The acts of Cross-Defendants, and each of them, as set forth above were willful, wanton, malicious, oppressive and without regard to Dr. Tawansy's rights and justify an award of exemplary and punitive damages.

111

DEMAND FOR RELIEF.

1) That the deed be cancelled from Dr. Tawansy to JK PER ANGUSTA AD FELICITAS LLC.

2) That title the property be quieted and it be declared that Dr. Tawansy is the owner of the property.

3) That Dr. Tawansy is entitled to damages in excess of \$4,000,000.

4) That Dr. Tawansy be awarded punitive damages according to proof at trial.

5) That Dr. Tawansy be awarded costs of suit.

First Amended Cross-complainant Khaled A. Tawansy v. Cross-Defendant
Jennifer SOHOL
Case NC060799

1 6) For such other relief as it proper.
2
3 Dated March 22, 2017

4
5 Zellner and Karpel

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Donald Karpel, Attorney for
Khaled A. Tawansy

First Amended Cross-complainant Khaled A. Tawansy v. Cross-Defendant
Jennifer SOHOL
Case NC060799

EXHIBIT “S”

From: gershonne@gmail.com
Subject: Fwd: 3200 Long Beach Blvd - new ownership and building management notification
Date: Oct 11, 2016, 2:12:03 PM
To: Gershonne gershonne@gmail.com

Begin forwarded message:

From: "Ericka Burton" <ericka@2hconstruction.com>
Date: October 6, 2016 at 3:37:12 PM PDT
To: "jfong@childrensretina.com" <jfong@childrensretina.com>,
"lowell.baisden@lowellbiasden.com"
<lowell.baisden@lowellbiasden.com>,
"ktawansy@childrensretina.com" <ktawansy@childrensretina.com>,
"gershone@gmail.com" <gershone@gmail.com>
Cc: Sean Hitchcock <sean@2hconstruction.com>, "Ericka Burton"
<ericka@2hconstruction.com>
Subject: 3200 Long Beach Blvd - new ownership and building management notification

Good afternoon all,

My name is Ericka Burton and I am the new Property Manager for 3200 Long Beach Blvd., Long Beach, CA. 2H Property 3060, LLC purchased the building and escrow closed on Friday, September 30, 2016.

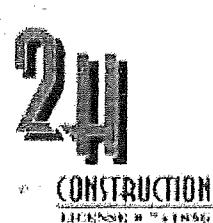
Attached please find a month to month lease agreement that was sent to you last month that needs to be signed and returned. I have also attached a letter introducing myself and providing information of new ownership and building management. These items are also being mailed to you via Certified Mail. Your rent was due October 1, 2016 and becomes late as of October 5, 2016.

Please review, return signed leases along with October's rent and feel free to contact me should you have any questions.

Thank you,

*We've Moved! Our new address is:
2653 Walnut Ave., Signal Hill, CA 90755*

Ericka Burton
Controller



2653 Walnut Ave.
Signal Hill, CA 90755
e: (310)528-1961
o: (562)424-5567
www.2hconstruction.com

pdf

Lease Agreement.pdf

522 KB

pdf

SKMBT_4...3540.pdf

369 KB

From: Ericka Burton ericka@2hconstruction.com
Subject: Re: 3200 Long Beach Blvd - new ownership and building management notification
Date: Oct 12, 2016, 3:07:50 PM
To: jfong@childrensretina.com,
ktawansy@childrensretina.com, gershonne@gmail.com
Cc: Sean Hitchcock sean@2hconstruction.com

Good afternoon all,

2H Properties will be conducting demolition in the vacant portion of the building on Monday, October 17, 2016. I wanted to make you aware of the work if you see anyone enter the building.

Please feel free to contact me if you have any questions.

Thank you,
Ericka Burton
Property Manager

Sent from my iPhone

On Oct 6, 2016, at 3:37 PM, Ericka Burton
[<ericka@2hconstruction.com>](mailto:ericka@2hconstruction.com) wrote:

Good afternoon all,

My name is Ericka Burton and I am the new Property Manager for 3200 Long Beach Blvd., Long Beach, CA. 2H Property 3060, LLC purchased the building and escrow closed on Friday, September 30, 2016.

Attached please find a month to month lease agreement that was

sent to you last month that needs to be signed and returned. I have also attached a letter introducing myself and providing information of new ownership and building management. These items are also being mailed to you via Certified Mail. Your rent was due October 1, 2016 and becomes late as of October 5, 2016.

Please review, return signed leases along with October's rent and feel free to contact me should you have any questions.

Thank you,

We've Moved! Our new address is:
2653 Walnut Ave., Signal Hill, CA 90755

Ericka Burton
Controller
[2H LOGO NO BORDER copy]
[cid:image004.jpg@01CD9008.75AF1900]
2653 Walnut Ave.
Signal Hill, CA 90755
c: [\(310\)528-1961](tel:(310)528-1961)
o: [\(562\)424-5567](tel:(562)424-5567)
www.2hconstruction.com<<http://www.2hconstruction.com>>

<Lease Agreement.pdf>
<SKMBT_42316100613540.pdf>
<image003.jpg>
<image004.jpg>

EXHIBIT "T"

**SUMMONS
(CITACION JUDICIAL)**

UNLAWFUL DETAINER—EVICTION

(RETENCIÓN ILÍCITA DE UN INMUEBLE—DE SALOJO)

NOTICE TO DEFENDANT: Khaled A. Tawansy, M.D., Children's Retina
(AVISO AL DEMANDADO): Institute, Renaissance Surgical Holdings, LLC

YOU ARE BEING SUED BY PLAINTIFF: 2H Property 3060, LLC
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

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

**CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles**

DEC 22 2016

Sherri R. Carter, Executive Officer
 By Sherri R. Carter, Deputy
 D. James

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

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

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

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

1. The name and address of the court is: Los Angeles County Superior Court -
 (El nombre y dirección de la corte es): Governor George Deukmejian Courthouse
 275 Magnolia Ave., Long Beach, CA 90802

CASE NUMBER:
 (Número del caso): **N C 0 6 0 9 4 9**

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: **LAWRENCE R. CAGNEY**
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
KRIEGER & KRIEGER, A Law Corporation
 249 E. Ocean Boulevard, Suite 750, LONG BEACH, CA 90802
 562-901-2500
3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date: **Sherri R. Carter DEC 22 2016** Clerk, by _____ , Deputy (Adjunto)
 (Fecha) _____

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
 (Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

4. NOTICE TO THE PERSON SERVED: You are served

- a. as an individual defendant.
 b. as the person sued under the fictitious name of (specify): _____
 c. as an occupant
 d. on behalf of (specify): K.A. Tawansy, M.D., Children's Retina Inst., Renaissance Surg. Holdings, LLC
 under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 CCP 415.46 (occupant) other (specify): _____

5. by personal delivery on (date): _____

Page 1 of 2

PLAINTIFF (Name): 2H Property 3060, LLC	CASE NUMBER:
DEFENDANT (Name): Khaled A. Tawansy, M.D., Children's Retina Institute,	

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

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

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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

LAWRENCE R. CAGNEY
KRIEGER & KRIEGER, A Law Corporation
249 E. Ocean Boulevard, Suite 750,
LONG BEACH, CA 90802

SBN: 141845

TELEPHONE NO: 562-901-2500

FAX NO. (Optional): 562-901-2522

E-MAIL ADDRESS (Optional): lrc@kriegerlaw.com

ATTORNEY FOR (Name): Plaintiff 2H Construction, Inc.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 275 Magnolia Ave., Long Beach, CA 90802

MAILING ADDRESS: 275 Magnolia Ave.

CITY AND ZIP CODE: Long Beach 90802

BRANCH NAME: Governor George Deukmejian Courthouse

PLAINTIFF: 2H Property 3060, LLC

DEFENDANT: Khaled A. Tawansy, M.D., Children's Retina Institute, Renaissance Surgical Holdings, LLC.

 DOES 1 TO 10**COMPLAINT — UNLAWFUL DETAINER*** COMPLAINT AMENDED COMPLAINT (Amendment Number): _____

FOR COURT USE ONLY

CONFORMED COPY
ORIGINAL FILED
 Superior Court Of California
 County Of Los Angeles

DEC 22 2016

Sherri R. Carter, Executive Officer/Clerk
 By ~~Deputy Clerk~~, Deputy
CASE MANAGEMENT REVIEW

MAY 22 2017

IN DEPARTMENT 21

CASE NUMBER:

N C 0 6 0 9 4 9**Jurisdiction (check all that apply):** ACTION IS A LIMITED CIVIL CASEAmount demanded does not exceed \$10,000 exceeds \$10,000 but does not exceed \$25,000 ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): from unlawful detainer to general unlimited civil (possession not in issue) from limited to unlimited from unlawful detainer to general limited civil (possession not in issue) from unlimited to limited

1. PLAINTIFF (name each): 2H Property 3060, LLC

alleges causes of action against DEFENDANT (name each): Khaled A. Tawansy, M.D., Children's Retina Institute, and Renaissance Surgical Holdings, LLC

2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership.(2) a public agency. (5) a corporation.(3) other (specify): California Limited Liability Companyb. Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):
3200 Long Beach Boulevard, Long Beach, CA 908074. Plaintiff's interest in the premises is as owner other (specify):

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

6. a. On or about (date): 6/1/2015 defendant (name each): Khaled A. Tawansy, M.D./Children's Retina Institute

(1) agreed to rent the premises as a month-to-month tenancy other tenancy (specify): Fixed Term of One Year
 (2) agreed to pay rent of \$15,000 payable monthly other (specify frequency):

(3) agreed to pay rent on the first of the month other day (specify):b. This written oral agreement was made with(1) plaintiff. (3) plaintiff's predecessor in interest.(2) plaintiff's agent. (4) other (specify):

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

Page 1 of 3

PLAINTIFF (Name): 2H Property 3060, LLC	CASE NUMBER:
DEFENDANT (Name): Khaled A. Tawansy, M.D., Children's Retina Institute, Renaissance	NC 060949

6. c. The defendants not named in item 6a are

- (1) subtenants.
- (2) assignees.
- (3) other (specify):

d. The agreement was later changed as follows (specify):

e. A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)

f. (For residential property) A copy of the written agreement is not attached because (specify reason):

- (1) the written agreement is not in the possession of the landlord or the landlord's employees or agents.
- (2) this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. a. Defendant (name each): Khaled A. Tawansy, M.D., Children's Retina Institute, and Renaissance Surgical Holdings, LLC

was served the following notice on the same date and in the same manner:

- | | | | |
|---|----------------------------------|------------------------------|---|
| (1) <input type="checkbox"/> | 3-day notice to pay rent or quit | (4) <input type="checkbox"/> | 3-day notice to perform covenants or quit |
| (2) <input checked="" type="checkbox"/> | 30-day notice to quit | (5) <input type="checkbox"/> | 3-day notice to quit |
| (3) <input type="checkbox"/> | 60-day notice to quit | (6) <input type="checkbox"/> | Other (specify): |

b. (1) On (date): December 18, 2016 the period stated in the notice expired at the end of the day.

(2) Defendants failed to comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. The notice included an election of forfeiture.

e. A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)

f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)

8. a. The notice in item 7a was served on the defendant named in Item 7a as follows:

- (1) by personally handing a copy to defendant on (date):
- (2) by leaving a copy with (name or description):

a person of suitable age and discretion, on (date): at defendant's
 residence business AND mailing a copy to defendant at defendant's place of residence on (date): because defendant cannot be found at defendant's residence or usual place of business.

- (3) by posting a copy on the premises on (date): November 18, 2016 AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (date): November 18, 2016

(a) because defendant's residence and usual place of business cannot be ascertained OR
(b) because no person of suitable age or discretion can be found there.

- (4) (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered mail addressed to defendant on (date):

- (5) (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written commercial lease between the parties.

b. (Name):

was served on behalf of all defendants who signed a joint written rental agreement.

c. Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.

d. Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): 2H Property 3060, LLC	CASE NUMBER: N C O 6 0 9 4 9
DEFENDANT (Name): Khaled A. Tawansy, M.D., Children's Retina Institute, Renaissance	

9. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ _____.
11. The fair rental value of the premises is \$ 500 per day.
12. Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. A written agreement between the parties provides for attorney fees.
14. Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): _____

Plaintiff has met all applicable requirements of the ordinances.

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

17. PLAINTIFF REQUESTS

- a. possession of the premises.
- b. costs incurred in this proceeding:
- c. past-due rent of \$ 11,000
- d. reasonable attorney fees.
- e. forfeiture of the agreement.
- f. damages at the rate stated in item 11 from (date): 12/22/16 for each day that defendants remain in possession through entry of judgment.
- g. statutory damages up to \$600 for the conduct alleged in item 12.
- h. other (specify): _____

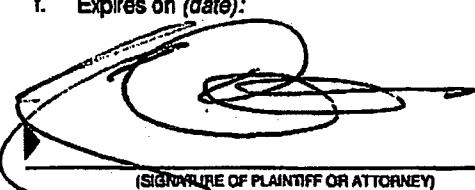
18. Number of pages attached (specify): _____

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

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

- a. Assistant's name: _____
- b. Street address, city, and zip code: _____

Date: 12/22/16



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

LAWRENCE R. CAGNEY

(TYPE OR PRINT NAME)

VERIFICATION

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

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

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a manager of 2H Property 3060, LLC, a California Limited Liability Company and have read the foregoing COMPLAINT - UNLAWFUL DETAINER. The information supplied therein is based on my own personal knowledge and/or has been supplied by my attorneys or other agents and/or compiled from available documents and is therefore provided as required by law.

The information contained in the foregoing document is true, except as to the matters which were provided by my attorneys or other agents or compiled from available documents, including all contentions and opinions, and, as to those matters, I am informed and believe that they are true.

Executed on December 21, 2016, at Signal Hill, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SEAN R. HITCHCOCK

Type or Print Name


Signature

Exhibit "1"

STANDARD SUBLICENSE AGREEMENT

1. **Parties.** This Sublease, dated, for reference purposes only, 6/1 2015 is made by and between Jenny & K. R. Schal, MD, Inc (herein called "Sublessor") and Khaled Tawancy, MD, Children's Rehavia Institute (herein called "Sublessee").
2. **Premises.** Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the County of Long Beach, State of California, commonly known as 3201 Long Beach Blvd Long Beach and described as 3201 Long Beach Blvd Long Beach CA. Said real property, including the land and all improvements thereon, is hereinafter called the "Premises".

3. **Term.**

3.1 **Term.** The term of this Sublease shall be for one year, commencing on 6/1/2015 unless sooner terminated pursuant to any provision hereof.

3.2 **Delay In Commencement.** Notwithstanding said commencement date, if for any reason Sublessor cannot deliver possession of the Premises to Sublessee on said date, Sublessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or the obligations of Sublessee hereunder or extend the term hereof, but in such case Sublessee shall not be obligated to pay rent until possession of the Premises is tendered to Sublessee; provided, however, that if Sublessor shall not have delivered possession of the Premises within sixty (60) days from said commencement date, Sublessee may, at Sublessee's option, by notice in writing to Sublessor within ten (10) days thereafter, cancel this Sublease, in which event the parties shall be discharged from all obligations thereunder. If Sublessee occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date and Sublessee shall pay rent for such period at the initial monthly rates set forth below.

4. **Rent.** Sublessee shall pay to Sublessor as rent for the Premises equal monthly payments of \$ 15,000 in advance, on the 1st day of each month of the term hereof. Sublessee shall pay Sublessor upon the execution hereof \$ 15,000 as rent for June 2015.

Rent for any period during the term hereof which is for less than one month shall be a prorata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

5. **Security Deposit.** Sublessee shall deposit with Sublessor upon execution hereof \$ 11,000 as security for Sublessee's faithful performance of Sublessee's obligations hereunder. If Sublessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Sublease, Sublessor, may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Sublessor may become obligated by reason of Sublessee's default, or to compensate Sublessor for any loss or damage which Sublessor may suffer thereby. If Sublessor so uses or applies all or any portion of said deposit, Sublessee shall within ten (10) days after written demand therefore deposit cash with Sublessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and Sublessee's failure to do so shall be a material breach of this Sublease. Sublessor shall not be required to keep said deposit separate from its general accounts. If Sublessee performs all of Sublessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Sublessor, shall be returned, without payment of interest or other increment for its use to Sublessee (or at Sublessor's option, to the last assignee, if any, of Sublessee's interest hereunder) at the expiration of the term hereof, and after Sublessee has vacated the Premises. No trust relationship is created herein between Sublessor and Sublessee with respect to said Security Deposit.

6. **Use.**

6.1 **Use.** The Premises shall be used and occupied only for Medical Office and for no other purpose.

6.2 Compliance with Law.

(a) Sublessor warrants to Sublessee that the Premises, in its existing state, but without regard to the use for which Sublessee will use the Premises, does not violate any applicable building code regulation or ordinance at the time that this Sublease is executed. In the event that it is determined that this warranty has been violated, then it shall be the obligation of the Sublessor, after written notice from Sublessee, to promptly, at Sublessor's sole cost and expense, rectify any such violation. In the event that Sublessee does not give to Sublessor written notice of the violation of this warranty within 1 year from the commencement of the term of this Sublease, it shall be conclusively deemed that such violation did not exist and the correction of the same shall be the obligation of the Sublessee.

(b) Except as provided in paragraph 6.2(a), Sublessee shall, at Sublessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, Orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Sublessee of the Premises. Sublessee shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant of the building containing the Premises, which shall tend to disturb such other tenants.

6.3 Condition of Premises. Except as provided in paragraph 6.2(a) Sublessee hereby accepts the Premises in their condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Premises, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Sublessee acknowledges that neither Sublessor nor Sublessor's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Sublessee's business.

7. Master Lease

7.1 Sublessor is the lessee of the premises by virtue of a lease, hereinafter referred to as the "Master Lease", a copy of which is attached hereto marked Exhibit 1. Dated 6/1/2011, wherein JK Pier Corporation is the lessor, hereinafter referred to as the "Master Lessor".

7.2 This Sublease is and shall be at all times subject and subordinate to the Master Lease.

7.3 The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease. In which event the terms of this Sublease document shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

7.4 During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease except for the following paragraphs which are excluded therefrom:

7.5 The obligations that Sublessee has assumed under paragraph 7.4 hereof are hereinafter referred to as the "Sublessee's Assumed Obligations". The obligations that Sublessee has not assumed under paragraph 7.4 hereof are hereinafter referred to as the "Sublessor's Remaining Obligations".

7.6 Sublessee shall hold Sublessor free and harmless of and from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

7.7 Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject, however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless of and from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

7.8 Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any party to the Master Lease.

8. Assignment of Sublease and Default.

8.1 Sublessor hereby assigns and transfers to Master Lessor the Sublessor's interest in this Sublease and all rentals and income arising therefrom, subject however to terms of Paragraph 6.2 hereof.

8.2 Master Lessor, by executing this document, agrees that until a default shall occur in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the rents accruing under this Sublease. However, if Sublessor shall default in the performance of its obligations to Master Lessor then Master Lessor may, at its option, receive and collect, directly from Sublessee, all rent owing and to be owed under this Sublease. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the rents from the Sublessee, be deemed liable to Sublessee for any failure of the Sublessor to perform and comply with Sublessor's Remaining Obligations.

8.3 Sublessor hereby irrevocably authorizes and directs Sublessee, upon receipt of any written notice from the Master Lessor stating that a default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the rents due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such rents to Master Lessor without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such rents so paid by Sublessee.

8.4 No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

9. Consent of Master Lessor.

9.1 In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor then, this Sublease shall not be effective unless, within 10 days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this Subletting.

9.2 In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third parties then this Sublease, nor the Master Lessor's consent, shall not be effective unless, within 10 days of the date hereof, said guarantors sign this Sublease thereby giving guarantors consent to this Sublease and the terms thereof.

9.3 In the event that Master Lessor does give such consent then:

(a) Such consent will not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

(b) The acceptance of rent by Master Lessor from Sublessee or any one else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(c) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(d) In the event of any default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or any one else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or, entity liable thereon to Master Lessor.

(e) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor nor any one else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(f) In the event that Sublessor shall default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid rents nor any security deposit paid by Sublessee, nor shall Master Lessor be liable for any other defaults of the Sublessor under the Sublease.

9.4 The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

9.5 Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

9.6 In the event that Sublessor defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any default of Sublessor described in any notice of default within ten days after service of

such notice of default on Sublessee. If such default is cured by Sublessee then Sublessee shall have the right of reimbursement and offset from and against Sublessor.

10. Insurance: Sublessee must maintain insurance to cover any losses sustained to Sublessee's property, vehicle or expenses relating to the necessity to relocate or any other losses. Sublessor does not maintain this insurance to cover property damage or relocation expenses caused by fire, theft, rain, infestation, water overflow/leakage, acts of GOD, and/or any other causes. It is acknowledged that Sublessor is not liable for these occurrences. It is acknowledged that sublessee insurance policy shall solely indemnify sublessee for any losses sustained. Sublessee's failure to maintain said policy shall be a complete waiver of sublessee's right to seek damages against sublessor for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold sublessor to a higher degree of care.

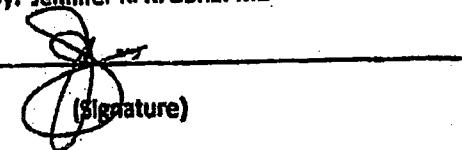
Executed at: Long Beach

On: 6/1/2015

Address: 3200 Long Beach Blvd.

Long Beach, CA 90807

By: Jennifer K. R. Sohal MD


(Signature)

Executed at: _____

On: _____

Address: _____

By: Cecile J. Wuong MD

(Signature)

Exhibit "2"

Date: November 18, 2016



TO: Khaled A. Tawansy, M.D.
3200 Long Beach Boulevard
Long Beach, California 90807

Khaled A. Tawansy, M.D.
dba Children's Retina Institute
3200 Long Beach Boulevard
Long Beach, California 90807

Renaissance Surgical Holdings, LLC
3200 Long Beach Boulevard
Long Beach, California

2H Property 3060, LLC
2H Property 4101, LLC
Spring Property, LLC

You are hereby notified that pursuant to Civ. Code, § 1946 that the tenancy from month-to-month under which you hold the possession of the premises described in this notice is terminated thirty (30) days after service on you of this notice.

By this notice you are required to quit and deliver up the possession of the described premises to the undersigned lessor, who is authorized to receive possession of the premises on or before the expiration of the thirty (30) days' period.

You are further notified that it is the purpose and intent of this notice to terminate the tenancy at the expiration of the thirty (30) days' period, and that if at the expiration of that period you fail to quit the premises and deliver up possession of the premises to 2H Property 3060, LLC will institute legal proceedings for unlawful detainer against you to recover possession of the premises.

The premises that are the subject of this notice are:

PARCEL 1:

LOTS 17, 18 AND 19 IN BLOCK "A" OF TRACT 2901, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36 PAGE(S) 63 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE WESTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT NO. 2901, WHICH ADJOINS SAID LOTS ON THE EAST, VACATED BY RESOLUTION NO. C-22311 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH WAS RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERLY BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 17, AND BOUNDED SOUTHERLY BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 19, EXCEPT THEREFROM ALL OIL, MINERALS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500

Exhibit 2

FEET FROM THE SURFACE, WITHOUT HOWEVER, THE RIGHT TO USE ANY PART OF THE SURFACE THEREOF, AS EXCEPTED AND RESERVED IN VARIOUS DEEDS RECORDED JULY 17, 1964.

PARCEL 2:

LOTS 36, 37 AND 38 IN BLOCK "A" OF TRACT 2901, AS PER MAP RECORDED IN BOOK 36, PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER O SAID COUNTY, TOGETHER WITH THAT PORTION OF THE EASTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT 2901, WHICH ADJOINS SAID LOTS ON THE WEST, VACATED BY RESOLUTION NO. C-2231 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERLY BY THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 36, AND BOUNDED SOUTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 38.

Dated: November 18, 2016.

2H PROPERTY 3060, LLC

By:

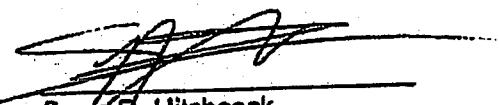

Sean R. Hitchcock

Exhibit "3"

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO. 141845 NAME: LAWRENCE R. CAGNEY FIRM NAME: KRIEGER & KRIEGER, A Law Corporation STREET ADDRESS: 249 E. Ocean Boulevard, Suite 750 CITY: LONG BEACH TELEPHONE NO.: 562-901-2500 E-MAIL ADDRESS: lrc@kriegerlaw.com ATTORNEY FOR: 2H Construction, Inc.		FOR COURT USE ONLY
STATE: CA ZIP CODE: 90802 FAX NO.: 562-901-2522		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF: STREET ADDRESS: 275 Magnolia Ave. MAILING ADDRESS: 275 Magnolia Ave. CITY AND ZIP CODE: Long Beach 90802 BRANCH NAME: Governor George Deukmejian Courthouse		CASE NUMBER
Plaintiff/Petitioner: 2H Property 3060, LLC Defendant/Respondent: Khaled A. Tawansy, M.D., et al.		JUDICIAL OFFICER:
PROOF OF SERVICE—CIVIL Check method of service (only one): <input checked="" type="checkbox"/> By Personal Service <input checked="" type="checkbox"/> By Mail <input type="checkbox"/> By Overnight Delivery <input type="checkbox"/> By Messenger Service <input type="checkbox"/> By Fax		DEPARTMENT:

*Do not use this form to show service of a summons and complaint or for electronic service.
See USE OF THIS FORM on page 3.*

1. At the time of service I was over 18 years of age and not a party to this action.
2. My residence or business address is: 2653 Walnut Ave., Signal Hill 90755

3. The fax number from which I served the documents is (complete if service was by fax):

4. On (date): November 18, 2016 I served the following documents (specify): 30-DAY NOTICE OF TERMINATION OF MONTH-TO-MONTH TENANCY AND NOTICE TO QUIT

 The documents are listed in the Attachment to Proof of Service—Civil (Documents Served) (form POS-040(D)).
5. I served the documents on the person or persons below, as follows:
 - a. Name of person served: Khaled A. Tawansy, M.D.; Children's Retina Institute; and Renaissance Surgical Holdings, LLC.
 - b. (Complete if service was by personal service, mail, overnight delivery, or messenger service.)
Business or residential address where person was served: 3200 Long Beach Boulevard, Long Beach, CA 90807, 1) by mail to each of the persons and entities listed in 5a at the premises, and 2) by posting a copy conspicuously on the premises between 9:00 a.m. and 5:00 p.m.
 - c. (Complete if service was by fax.)
 - (1) Fax number where person was served:
 - (2) Time of service: The names, addresses, and other applicable information about persons served is on the Attachment to Proof of Service—Civil (Persons Served) (form POS-040(P)).
6. The documents were served by the following means (specify):
 - a. By personal service. I personally delivered the documents to the persons at the addressees listed in Item 5. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

CASE NAME	CASE NUMBER
-----------	-------------

6. b. By United States mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in Item 5 and (specify one):
- (1) deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
 - (2) placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
- I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at (city and state): Signal Hill, California
- c. By overnight delivery. I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in Item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- d. By messenger service. I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in Item 5 and providing them to a professional messenger service for service. (A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)
- e. By fax transmission. Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

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

Date: December 21, 2016

Ericka Burton

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

(If Item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		CONFIRMED COPY ORIGINAL FILED Superior Court Of California County Of Los Angeles
COURTHOUSE ADDRESS:	Governor George Deukmejian Courthouse 275 Magnolia	
PLAINTIFF:	Long Beach, CA 90802	
DEFENDANT:		
NOTICE OF CASE MANAGEMENT CONFERENCE		
		DEC 22 2016
		Sherri R. Carter, Executive Officer/Clerk By <u>Debra James</u> , Deputy D. James
		CASE NUMBER: N C 060949

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 5/22/17 Time: 8:30 Dept: 27

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 10/22/10

Judge Ross M. Klein

Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

- by depositing in the United States mail at the courthouse in Long Beach, California, one copy of the original
filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

by personally giving the party notice upon filing of the complaint.

SHERRI R. CARTER, Executive/Officer Clerk

By James
Deputy Clerk

Dated: 12/22/10

**NOTICE OF
CASE MANAGEMENT CONFERENCE**

LACIV 132 (Rev. 07/13)
LASC Approved 10-03
For Optional Use

Cal. Rules of Court, rules 3.720-3.730
LASC Local Rules, Chapter Three

EXHIBIT "U"

1 LAWRENCE R. CAGNEY, BAR NO. 141845
2 LRC@Kriegerlaw.com
3 PATRICK A. GANGITANO, BAR NO. 281867
4 PAG@Kriegerlaw.com
5 KRIEGER & KRIEGER, A Law Corp.
 249 E. Ocean Boulevard, Suite 750
 Long Beach, California 90802
 Tel: (562) 901-2500 Fax: (562) 901-2522

Donald E. Karpel, Esq. BAR NO 61678
LAW OFFICES OF ZELNER & KARPEL
16633 Ventura Boulevard, Suite 735
Encino, California 91436
Tel: (310) 273-8444
Fax: (323) 720-8852

Attorneys for Plaintiff
2H PROPERTY 3060, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES-SOUTH DISTRICT

11 2H PROPERTY 3060, LLC, a California
12 Limited Liability Company,
13 Plaintiff,
14 vs.
15 KHALED A. TAWANSY, M.D., an individual,
16 CHILDREN'S RETINA INSTITUTE, a
17 business entity, type unknown, and
18 RENAISSANCE SURGICAL HOLDINGS,
19 LLC, a California Limited Liability Company,
20 Defendants.

Case No. NC060962
Assigned to the Hon. Michael P. Vicencia
Dept. 26

[UNLAWFUL DETAINER ACTION]

STIPULATION:

**1) VACATING TRIAL DATE;
2) TRANSFERRING CASE NO.
NC060799 TO DEPT. S-26;
3) CONSOLIDATING ACTIONS FOR
TRIAL; AND
4) REQUIRING DEFENDANTS'
DEPOSITS TO ESCROW IN
COURT.**

23 It is hereby stipulated by and between Plaintiff 2H PROPERTY 3060, LLC ("2H") on the
24 one hand, and KHALED A. TAWANSY, M.D., CHILDREN'S RETINA INSTITUTE, and
25 RENAISSANCE SURGICAL HOLDINGS, LLC (collectively "Defendants") on the other hand as
26 follows:

RECITALS

A. The above-captioned matter came on for trial at 8:30 a.m. on February 14, 2017 in Department S-26 of the Los Angeles Superior Court - South District, the Hon. Michael P. Vicencio, Judge, presiding.

5 B. Also on February 14, 2017, Defendants submitted their *Ex Parte* Application for an
6 Order to Show Cause and Temporary Restraining Order to Stay the Related Unlawful Detainer
7 Proceeding, Or to Transfer Unlawful Detainer Case to the Main Action, Case No. NC060799 as an
8 Unlimited Action Not Entitled to Priority in Trial Setting for the Court's consideration.

C. The Court has continued the trial of the above-entitled action to February 16, 2017.

D. The parties entered into a stipulation on the record of the February 14, 2017 proceedings as follows:

STIPULATION

14. 1. Defendants shall deposit the following sums into an escrow designated for the
15. above-entitled action which funds shall be held by the Court pending the disposition thereof.

- a. \$30,000.00 on or before February 21, 2017; and
 - b. \$15,000.00 on or before the twentieth (20th) day of each month thereafter until a final judgment is rendered in the above-entitled action.

19 2. Defendants shall provide Plaintiff's counsel with an electronic receipt for each of
20 the foregoing deposits on the date that it is made.

21 3. If Defendants fail to make any of the foregoing payments timely, Plaintiff shall be
22 entitled to judgment in the above-entitled action as follows: for monetary damages at the rate of
23 \$500.00 per day from and after December 18, 2016, immediate possession of the real property
24 located at 3200-3220 Long Beach Boulevard, Long Beach, California ("the Property"), and a writ
25 of possession thereof. Plaintiff shall be entitled to the foregoing judgment upon the submission of
26 an *ex parte* application therefor. If judgment is entered pursuant to this provision, Plaintiff shall
27 further be entitled to an order releasing funds held by the Court pursuant to paragraph 1 up to and
28 including the amount of the judgment.

1 4. Defendants shall be entitled to continue in possession of the office suite comprising
2 the southernmost approximately one-third of the Property, which they currently occupy ("the
3 Medical Office") pending the disposition of this action and 2H shall not unreasonably interfere
4 with Defendants' use of the Medical Office in the furtherance of their medical practice.

5 5. Plaintiff shall be entitled to exclusive control of the currently unoccupied suites
6 comprising the remainder of the Property and shall be entitled to construct improvements of high
7 quality, as determined in 2H's sole discretion, therein, so long as such activities do not
8 unreasonably interfere with Defendants' customary use of the Medical Office. Such improvements
9 shall be relinquished to Defendants free of liens for labor or materials if, and only if, Defendants
10 obtain a final judgment against 2H in their favor in the above-entitled action stating that
11 Defendants are the lawful owners of the Property.

12 6. Plaintiff shall further be entitled to improve the facades and other exteriors of the
13 buildings on the Property and make general site improvements so long as such activities do not
14 unreasonably interfere with Defendants' use of the Medical Office in the furtherance of
15 Defendants' medical practice.

16 7. If Defendants are determined to be the lawful owners of the Property in the above-
17 entitled action, they shall be entitled to an order releasing the funds deposited pursuant to
18 Paragraph 1 above upon the entry of a final judgment in their favor.

19 8. Nothing contained herein shall constitute an admission by either party of any
20 contested issues in the above-entitled case.

21 9. The February 16, 2017 trial date of the above-entitled action shall be vacated.

22 10. The related matter of JK Per Angusta ad Felicitas, LLC v. Kuska, LASC Case No.
23 NC 060799 shall be transferred from Department S-27 to Department S-26 for trial concurrently
24 with the above-entitled action.

25 11. A case management conference shall be held herein on February 23, 2017 at which
26 the Court will set a date for the trial of both JK Per Angusta ad Felicitas, LLC v. Kuska, LASC
27 Case No. NC 060799, and the above-captioned action.

28

1 Dated: February 16, 2017

(Signature)
KHALED A. TAWANSY, M.D.

2 Dated: February 16, 2017

(Signature)
CHILDREN'S RETINA INSTITUTE
By: KHALED A. TAWANSY, M.D.

3 Dated: February 16, 2017

(Signature)
RENAISSANCE SURGICAL HOLDINGS,
LLC
By: KHALED A. TAWANSY, M.D.

4 Dated: February 16, 2017

5 2H PROPERTY 3060, LLC
6 By: SEAN R. HITCHCOCK

7
8 **APPROVED AS TO FORM AND CONTENT**

9 Dated: February 16, 2017

Donald R. Karpel
10 DONALD R. KARPEL,
11 Attorneys for KHALED A. TAWANSY,
12 M.D., CHILDREN'S RETINA INSTITUTE,
13 and RENAISSANCE SURGICAL
14 HOLDINGS, LLC

15 Dated: February 16, 2017

16 LAWRENCE R. CAGNEY
17 KRIEGER & KRIEGER
18 Law Corporation Attorneys for Plaintiff 2H
19 PROPERTY 3060, LLC

EXHIBIT “V”

1 DONALD KARPEL (SBN 61678)
2 ZELNER AND KARPEL
3 16633 Ventura Blvd. Suite 735
4 Encino, CA
5 310-273-8444 (Tel)
6 323-720-8852
dkarpel@deklawfirm.com
7 Attorney for Defendant Khaled A. Tawansy, An Individual

8
9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES-SOUTH DISTRICT

12 JK PER ANGUSTA AD FELICITAS, LLC,) Case No. NC060799
13 a California Limited Liability Company)
14 , Plaintiff,) FIRST AMENDED CROSS
15 vs.) COMPLAINT
16 MARGARET KUSKA, an Individual;) Assigned to Honorable Judge
17 CAROLINE WARNER TUGEL, an) Ross M. Klein
18 Individual; RICHARD S. WARNER AND) Dept.27
19 TARA J. WARNDER, Trustees of the) Case Filed September 09, 2016
20 RICHARD S. WARNER AND TRA J.)
21 WARNER FAMILY TRUST 1993;)
22 KHALED A. TAWANSY, an Individual) CROSS COMPLAINT FOR:
23 AND DOES 1-20 INCLUSIVE,)
24 Defendants.)
25 KHALED A. TAWANSY, an)
26 Individual,)
27 Cross Complainant,) 1) SPECIFIC PERFORMANCE AND TO
28 Vs.) QUIET TITLE
JENNIFER SOHOL, an Individual; JK PER) 2) RECLISON AND CANCELLATION
ANGUSTA AD FELISCITAS) OF DEED
LLC, a California Limited) 3) FRAUD
Liability Company; 2H) 4) FRAUD
PROPERTY 3060 LLC, A California) 5) BREACH OF CONTRACT
) 6) PROMISSORY ESTOPPEL; and
) 7) BREACH OF FIDUCIARY DUTY

First Amended Cross-complainant Khaled A. Tawansy v. Cross-Defendant
Jennifer SOHOL
Case NC060799

1 **Limited Liability Company;**)
2 **2H CONSTRUCTION, INC., A**)
3 **California Corporation; SEAN R.**)
4 **HITCHCOCK; ERICKA BURTON; RYAN**)
5 **ROTHSTEIN-SERLING, an individual,**)
6 **MARCUS & MILLICHAP, an unknown**)
7 **corporation; JEFF COBURN, an individual;**)
8 **LEE & ASSOCIATES COMMERCIAL**)
9 **REAL ESTATE SERVICES, an unknown**)
10 **corporation EDWARD S. GELFAND, a**)
11 **licensed California attorney; LAWRENCE**)
12 **R. CAGNEY, a licensed California attorney,**)
13 **and Rows 1 Through 20,**)
14 **Cross Defendants.**)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

1 1) This Action concerns the title to the following piece of real estate in the City of Long
2 Beach (the "PROPERTY"), located at 3200 N. Long Beach Blvd and described as:

3 THE LAND DREFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY
4 OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

5 PARCEL 1:

6 LOTS 17, 18 AND 19 IN BLOCK "A" OF TRACT 2901, IN THE CITY OF LONG
7 BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
8 RECORDED IN BOOK 36 PAGE(S) 83 OF MAPS IN THE OFFICE OF THE COUNTY
9 RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE
10 RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE
11 WESTERLY HALD OF THAT CERTAIN ALLEY, 20 FEET SIDE, AS SHOWN AND
12 DEDICATED UPON THE MAP OF SAID TRACT NO. 2901, WHICH ADJOINS SAID LOTS
13 ON THE EAST, VACATED BY RESOLUTION NO. C-22311 OF THE CITY COUNCIL OF
14 SAID CITY, A COPY OF WHICH WAS RECORDED AUGUST 1, 1977 AS INSTRUMENT

15 First Amended Cross-complainant Khaled A. Tawansy v. Cross-Defendant
16 Jennifer SOHOL
17 Case NC060799

1 NO. 77-833919, BOUNDED NORTHELY BY THE EASTERNLY PROLOGNATION OF
2 THE NORTHERLY LINE OF SAID LOT 17, AND BOUNDED SOUTHERLY BY THE
3 EASTERLY PROLONGATION OF THE SOUTHERNLY LINE OF SAID LOT 19.
4

5 EXCEPT THEREON ALL OIL MINERALS, AND OTHER HYDROCARBONS
6 SUSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET
7 FROM THE SURFACE, WITHOUT HOWEVER, THE RIGHT TO USE ANY PART OF THE
8 SURFACE THEREOF, AS EXCEPTED AND RESERVED IN VARIOUS DEEDS
9
10 RECORDED ON JUNE 17, 1964.

11 PARCEL 2:

12 LOTS 36, 27 AND 38 IN BLOCK "A" OF TRACT 2901, AS PER MAP RECORDED
13 IN BLOOK 36, PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
14 SAID o SAID COUNTY WITH THAT PORTION OF THE EASTERLY HALF OF THAT
15 CERTAIN ALLYE, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF
16 SAID TRACT 2901, WHICH ADJOINS SAID LOTS ON THE WEST, VACATED BY
17 RESOLUTION NO. C-2231 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH
18 RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERY
19 BY THE WESTERLY PROLOGATION OF THE NORTHERLY LINE OF SAID LOT 36,
20 AND BOUNDED SOUTHERLY BY THE WETERLY PROLOGATION OF THE
21 SOUTHERLY LINE OF SAID LOT 39.
22
23

24
25 2) Defendant and Cross-complainant Khaled A. Tawansy, referred to herein as Dr.
26 Tawansy, is a doctor licensed in the State of California with a practice devoted to the Retina,
27 adult and pediatric Vitreo-Retinal Surgery, Diabetic and Retinal Vascular Surgery Diseases,
28

1 Retinopathy of Prematurity and Congenital Anomalies, Retinal Detachment and Degenerations,
2 Trauma and Surgical Complications, and Inflammatory and Infectious Diseases; Dr. Tawansy is
3 a resident of Los Angeles County.
4

5 3) Dr. Jennifer Kaur Rodriguez SOHOL, a named Plaintiff and a Cross-Defendant herein,
6 is a licensed doctor in the State of California, and a resident of Los Angeles County.
7

8 4) Cross-Defendant JK PER ANGUSTA AD FELICITAS, LLC is a Limited Liability
9 Company organized and existing in the State of California, formed on February 11, 2014 as
10 entity number 20140431053.
11

12 5) Cross-Defendant 2H Property 3060, LLC is a California Limited Liability Company,
13 doing business in the City of Long Beach California.
14

15 6) Cross-Defendant 2H Construction Inc. is a California corporation doing business in the
16 City of Long Beach California.
17

18 7) Cross-Defendant Sean R. Hitchcock is a resident of the county of Los Angeles and
19 does business in Long Beach California.
20

21 8) Cross-Defendant Erika Burton is a resident of the County of Los Angeles and does
22 business the City of Long Beach, California.
23

24 9) Cross-Defendant Ryan Rothstein-Serling is a resident of the county of Los Angeles
25 and does business in Long Beach California as a California licensed real estate salesperson.
26

27 10) Cross-Defendant Marcus & Millichap is an unknown corporate entity acting as a
28 licensed California real estate broker and maintaining an office in Los Angeles County, and
acted as the broker for Cross-Defendant Rothstein-Serling in the sale of the PROPERTY.
29

1 11) Cross-Defendant Jeff Coburn is a resident of the county of Los Angeles and does
2 business in Long Beach California as a California licensed real estate salesperson.
3

4 12) Cross-Defendant Lee & Associates is an unknown corporate entity acting as a
5 licensed California real estate broker maintaining an office in Los Angeles County, and acted as
6 the broker for Cross-Defendant Coburn in the sale of the PROPERTY.
7

8 13) Cross-Defendant Edward S. Gelfand is a California licensed lawyer practicing law in
9 Los Angeles County.
10

11 14) Cross-Defendant Lawrence R. Cagney is a California licensed lawyer practicing law
12 in Los Angeles County.
13

14 15) Each of the Roe 1-20 Cross-Defendants were somehow involved in this transaction
15 and acted as co-conspirators or aiders and abettors of the acts complained of herein, or as agents
16 of the other cross-cross defendants. The names of these entities are not now know. When
17 ascertained this complaint will be amended to include the names of said Roe 1-20 cross
18 defendants.
19

20 16) The two parcels of real property at issue herein (the "PROPERTY") is unique in that
21 it is located less than two blocks from Long Beach Memorial Hospital and the Millers Children's
22 Institute at Long Beach Memorial. The PROPERTY is unique in that it is the intention of Dr.
23 Tawansy to occupy the PROPERTY for his medical practice. There is no other parcel of real
24 estate that can accomplish what is needed by Dr. Tawansy. As a result, the PROPERTY must be
25 reconveyed to him as it is unique.
26

27 17) During 2014, Dr. Tawansy and Dr. SOHOL lived together in Dr. Tawansy's home in
28 Pasadena, as they had for many years.
29

1 18) Since June 1, 2012, and until June 17, 2014, Dr. Tawansy owned free and clear title
2 to the PROPERTY.

3 19) Dr. SOHOL created Cross-Defendant JK PER ANGUSTA AD FELICITAS, LLC
4 ("JK PER ANGUSTA") on or about February 11, 2014 at the direction of Dr. Tawansy.

5 20) When JK PER ANGUSTA AD FELICITAS LLC was formed it had as its location,
6 the offices of Dr. Tawansy at 7447 N. Figueroa St. Suite 200, Los Angeles, CA 90041, indicating
7 his interest in the JK PER ANGUSTA.

8 21) In setting up JK PER ANGUSTA Ad Felicitas, LLC, that Dr. SOHOL represented
9 that the J stood for her name, Jennifer and that the K stood for Dr. Tawansy's name, Khalid.

10 22) In approximately June of 2014 that a \$1,200,000 loan payoff was due to be paid by
11 Dr. Tawansy. Along with some additional fees the amount for the loan payoff was
12 \$1,305,521.71.

13 23) Due to the relationship with Dr. Tawansy and Dr. SOHOL, and the then build-out of
14 a surgery center for Dr. Tawansy at 125 N. Raymond St. Pasadena California, it was agreed that
15 Dr. Tawansy would deed the property to JK PER ANGUSTA, with the understanding that Dr.
16 Tawansy would be the beneficial owner of the PROPERTY and Dr. SOHOL would get a loan to
17 pay off the mortgage balance.

18 24) On June 17, 2014 that Dr. Tawansy signed a grant Deed to JK PER ANGUSTA for
19 no consideration, but paid a documentary transfer tax of \$1,595.00 to record the deed.

20 25) At the time of the transfer of the title, Dr. Tawansy requested and Dr. SOHOL agreed
21 to enter into a real estate transaction whereby Dr. SOHOL would accept a deed to the
22

1 PROPERTY in the name of a entity which she would control; the consideration for this deed was
2 that Dr. SOHOL would agree that Dr. Tawansy would continue to hold equitable title to the
3 PROPERTY and to the entity holding title to the PROPERTY, and that Dr. Tawansy would
4 continue to pay all expenses related to the PROPERTY, including taxes, and that Dr. Tawansy
5 had the right to continue efforts to improve the PROPERTY.
6

7 26) At the close of the new mortgage that Dr. SOHOL got for JK PER ANGUSTA, Dr.
8 Tawansy paid the closing costs of \$99,412,28; Nothing was paid by Dr. SOHOL.
9

10 27) After the close of the transfer of deed from Dr. Tawansy to JK PER ANGUSTA, Dr.
11 Tawansy and Dr. SOHOL agreed that both Dr. Tawansy and Dr. SOHOL would share the
12 building with both having offices here.
13

14 28) However, after the transfer, Dr. SOHOL asserted that she did not want a practice in
15 Long Beach, so both Dr. Tawansy and Dr. SOHOL agreed that only Dr. Tawansy would own the
16 building and that Dr. Tawansy would be responsible for to build out the PROPERTY; that Dr.
17 Tawansy and JK PER ANGUSTA agreed Dr. Tawansy would complete the build out of the
18 PROPERTY.
19

20 29) In fact, Dr. Tawansy was responsible for all benefits and burdens of the
21 PROPERTY, and Dr. SOHOL would not be responsible for the benefits and burdens of the
22 PROPERTY other than as a conduit through which Dr. Tawansy paid the mortgage and taxes.
23 Dr. SOHOL was informed about the reduction of the mortgage, but did nothing to assure it was
24 taken off title prior the close of escrow. There is no title document requiring Dr. Tawansy to do
25 anything after the close.
26
27
28

1 30) Nevertheless, Dr. Tawansy as the equity and beneficial owner of the PROPERTY
2 continued to support the PROPERTY after the Transfer to JK PER ANGUSTA as he owned the
3 PROPERTY.
4

5 31) Dr. SOHOL told many other people, including Sandy Tumen, Bill Maher, Debbie
6 Shampay, Keith Graves, Adraino Flores, Mario Abina, Robert Sepasia, Marty Marcus, and to
7 Gary Lefkowitz, among many others, that although the PROPERTY was held in the JK PER
8 ANGUSTA name, that in fact Dr. Tawansy still owned the PROPERTY as the beneficial and
9 equitable owner of the real estate.
10

11 32) Dr. Tawansy paid approximately \$250,000 since the closing of the transfer of the
12 PROPERTY to JK PER ANGUSTA, and thereafter DR. Tawansy made payments of about
13 \$260,000 on the mortgage and for other costs associated with the PROPERTY.
14

15 33) After the transfer of the title, 2 of the 3 buildings located on the PROPERTY were
16 totally rehabilitated inside into medical offices for Dr. Tawansy, for which Dr. Tawansy paid at a
17 cost of approximately \$300,000.
18

19 34) Though they were engaged to be married, Dr. Tawansy and Dr. SOHOL stopped
20 living together approximately in 2015.
21

22 35) Without Dr. Tawansy's consent, Dr. SOHOL changed the address of record for
23 Cross-Defendant JK PER ANGUSTA to her own address after she moved out.
24

25 36) In or about June of 2015, Dr. SOHOL came to Dr. Tawansy and asked him to sign a
26 one year lease on the PROPERTY as Dr. SOHOL told Dr. Tawansy that the bank that had lend
27 the money on the loan needed to see that it was leased.
28

1 37) As Dr. Tawansy was the 100% beneficial owner of the PROPERTY with Dr. SOHOL
2 merely acting as the legal owner on the paperwork, Dr. Tawansy signed the lease as this was the
3 approximate amount of the payments on the building and taxes. Each month, given the close
4 relationship with Dr. Tawansy and Dr. SOHOL, Dr. Tawansy would make the payments directly
5 into Dr. SOHOL's account at Chase Manhattan bank and Dr. SOHOL was not involved in the
6 collection of rents though she was the purported manager of JK PER ANGUSTA.
7

8 38) As agreed with Dr. SOHOL, Dr. Tawansy executed a Master Lease on the
9 PROPERTY, which was beneficially owned by Dr. Tawansy, and that the lease needed for the
10 banks was only for one year until the surgery center could be built out at which time Dr.
11 Tawansy would take Jennifer SOHOL off of the loan and pay off the loan.
12

13 39) Notwithstanding the agreement that Dr. SOHOL would run JK PER ANGUSTA with
14 Dr. Tawansy as the entire 100% owner of the PROPERTY, she now claims that Dr. Tawansy
15 owns no right in the PROPERTY and asserts Dr. Tawansy possesses no ownership interest or
16 rights in the PROPERTY into which Dr. Tawansy invested nearly \$1,000,000 or as the beneficial
17 rights owner of JK PER ANGUSTA.
18

19 40) Notwithstanding the agreement and the lack of any equity in purchasing or
20 rehabilitating the property and any lack of any payments made for the purchase, Dr. SOHOL
21 now demands Dr. Tawansy pay \$2,695,000 to purchase the 3200 N. Long Beach Blvd.
22 PROPERTY, the PROPERTY owned beneficially by Dr. Tawansy.
23

24 41) Notwithstanding the agreement for the payment of only the amounts of money
25 required to pay off the mortgage, Dr. SOHOL is now understood to have taken out more loans.
26 She executed 1) a Deed of trust for \$580,000 to Pacific Enterprise Bank dated June 17 2014; 2) a
27
28

1 deed of trust in the amount of \$725,000 to Pacific Enterprise Bank dated June 17, 2014; and 3) a
2 deed of trust dated **May 28, 2014 [IS THIS RIGHT; 1 MONTH BEFORE JK PER**
3 **ANGUSTA RECEIVED TITLE?]** in the amount of \$598,000 in favor of Pacific Enterprise
4 Bank.
5

6 42) Dr. SOHOL likewise executed a Subordination Non Disturbance and Attornment
7 Agreement and Estoppel Certificate for a lease dated May 2, 2015 between JK PER ANGUSTA
8 and Jennifer Kaur Rodriguez SOHOL and Pacific Enterprise Bank of an “unrecorded lease” on
9 the PROPERTY for 20 years ending on **May 2, 2024 [AGAIN, DATES? WAS THIS**
10 **ENTERED INTO ON MAY 3, 2014?]**.

12 43) The current title report for the PROPERTY shows that the PROPERTY is subject to a
13 lien in the name of Dr. Tawansy to the United States of America for \$179,999.22.
14

15 44) The current title report of the PROPERTY shows that the PROPERTY is subject to a
16 lien in the name of Dr. Tawansy to the United States of America for \$296,444.72.
17

18 45) The current title report of the PROPERTY shows that the PROPERTY is subject to a
19 lien in favor of the tax collector of the County of Los Angeles in the amount of \$181.24
20

21 46) At all times in 2015 and in 2016 Dr. Tawansy personally represented to Cross-
22 Defendant Gelfand, an attorney representing Dr. SOHOL and JK PER ANGUSTA that Dr.
23 Tawansy was the owner of the PROPERTY, which was held in the beneficial name of JK PER
24 ANGUSTA but which was legally owned by Dr. Tawansy, along with Dr. Tawansy’s executed
25 lease and the facts underlying that lease, as set forth above.
26

27 47) In or about 2015, Gary Lefkowitz, the CEO of one of Dr. Tawansy’s past businesses,
28 told Cross-Defendant Gelfand that Dr. Tawansy owns the PROPERTY, along with Dr.

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1 Tawansy's executed lease and the facts underlying that lease, as set forth above, and that JK PER
2 ANGUSTA created by Dr. SOHOL was a mere fiction created so that the loan could be repaid,
3 and that Dr. Tawansy owns the entire PROPERTY legally, with JK PER ANGUSTA merely
4 owning a beneficial interest and not a legal interest in the PROPERTY.
5

6 48) In or about 2015, Dr. Tawansy expressed to Cross-Defendant Marcus and Millichap,
7 the real estate broker chosen by JK PER ANGUSTA to sell the PROPERTY, that Dr. Tawansy
8 actually owns the PROPERTY and the title in the name of JK PER ANGUSTA was merely to
9 protect Dr. Tawansy's investment in the PROPERTY, along with Dr. Tawansy's executed lease
10 and the facts underlying that lease, as set forth above.
11

12 49) At the time of doing its due diligence on the Property, that Cross-Defendants 2H
13 Properties 3060 LLC, 2H Construction, Inc., Sean R. Hanson and Ericka Burton, along with their
14 salesperson and broker Cross-Defendants Jeff Coburn and Lee & Associates, knew of Dr.
15 Tawansy's ownership in JK PER ANGUSTA and the PROPERTY, along with Dr. Tawansy's
16 executed lease and the facts underlying that lease, as set forth above.
17

18 50) Cross-Defendants 2H Properties, LLC, 2H Construction, Inc., Sean R. Hanson and
19 Ericka Burton did not ask for a customary estoppel certificate from Dr. Tawansy, who they knew
20 was the tenant of the PROPERTY, and in which any willing purchaser would have requested.
21 The lack of asking for the estoppel certificate is evidence that Cross-Defendants 2H Properties,
22 LLC, 2H Construction, Inc., Sean R. Hanson and Ericka Burton knew of Dr. Tawansy's claims
23 to the real estate as the actual legal owner of the PROPERTY.
24

25 51) That the salesperson and brokers in the sales transaction for JK PER ANGUSTA,
26 Cross-Defendants Ryan Rothstein-Serling and Marcus and Millichap, represented to Cross-
27
28

1 Defendants 2H Properties, LLC, 2H Construction Inc., Sean R. Hitchcock and Erica Burton that
2 Dr. Tawansy was the actual owner of the PROPERTY.
3

4 52) Cross-Defendant Gelfand as the attorney for JK PER ANGUSTA, and acting in
5 concert with Cross-Defendants Ryan Rothstein-Serling, Marcus & Millichap, Jeff Coburn, Lee &
6 Associates, and Cagney, as the attorney for purchasers, did not inform the purchasers that claims
7 existed as to PROPERTY ownership or the benefits of and need to obtain an Estoppel Certificate
8 from Dr. Tawansy, as the real owner of the PROPERTY, that the PROPERTY was deeded into
9 JK PER ANGUSTA only for the purposes of legal ownership, whereas the beneficial ownership
10 of the PROPERTY remained in Dr. Tawansy's name, and as to a long-term tenant rights.
11

12 53) A review of the matters affecting title would reveal to Cross-Defendants 2H Property
13 3060 LLC, 2H Construction Inc., Sean R. Hitchcock and Erica Burton that numerous tax liens
14 existed in the name of Dr. Tawansy.
15

16 54) Attorney Cross-Defendants Gefland and Cagney and Broker Cross-Defendants Ryan
17 Rothstein-Serling, Marcus & Millichap, Jeff Coburn and Lee & Associates engaged in contact
18 with the purpose of closing the sale of the PROPERTY without full disclosure to their clients and
19 with full knowledge that their actions would harm Dr. Tawansy, all to the benefit of Attorney
20 Cross-Defendants and Broker Cross-Defendants.
21

22 55) This conduct was done to create an artificial form of a purchase by 2H Property 3060
23 LLC to avoid any claims made by Dr. Tawansy as to his actual ownership interest in the legal
24 title to the PROPERTY through the JK PER ANGUSTA entity,
25

26 56) Dr. Tawansy believes Jennifer SOHOL or her entity of JK PER ANGUSTA or some
27
28

1 entity controlled by Jennifer SOHOL or unknown Cross-Defendants is the actual owner or a
2 partial owner in the new entity now claiming to own the PROPERTY at 3200 Long Beach Blvd.
3

4 57) In their actions, and the actions by each of them, Cross-Defendants and each of them
5 have used the United States Mails, the United State wires, bank accounts and the internet to cheat
6 Dr. Tawansy out of his interest in the PROPERTY.

7 58) Cross-Defendants 2H Properties 3060, 2H Construction Inc, Sean R. Hitchcock, and
8 Erika Burton learned before escrow closed that there were problems with the close of a sale as
9 tax liens in the amount of \$296,446.81 and a lien of \$179,9992.22 had been recorded by the
10 Internal Revenue Service against Dr. Khaled A. Tawansy. This was detailed in a letter dated June
11 29, 2016 from Commonwealth Land Title Insurance Company.

12 59) Cross-Defendants 2H Property 3060 LLC, 2H Construction Inc, Sean R. Hitchcock
13 and Ericka Burton knew that a loan in the amount of \$1,475,000 sat on the PROPERTY
14 notwithstanding that it was supposed to have been removed, and the time that JK PER
15 ANGUSTA took legal title to the PROPERTY with Khaled A. Tawansy remaining the beneficial
16 owner of the PROPERTY. This was detailed in a letter dated June 29, 2016 from
17 Commonwealth Land Title Insurance Company.

18 60) Cross-Defendants 2H Property 3060 LLC, 2H Construction Inc., Sean R. Hitchcock
19 and Ericka Burton failed to perform normal diligence in the purchase of the PROPERTY and
20 were not properly informed by their Broker Cross-Defendants.

21 61) The standard sublease agreement had no integration clause. The parties Dr. Tawansy
22 and Dr. SOHOL both agreed that the property could not be occupied by anyone until substantial
23 rehabilitation work had been done. As a result, the property was not able to be occupied until
24

1 June of 2016. As a result of the Agreements between Dr. Tawansy and Dr. SOHOL it was agreed
2 that the lease would commence on the date the building was available for use, and that the lease
3 would run from July of 2016 for one year. Dr. Tawansy spent over \$500,000 developing the
4 PROPERTY which would all be lost if he was forced to turn over the building to its new owners
5

6 62) After the Deed by Dr. Tawansy to the JK PER ANGUSTA, Doctor Tawansy spent
7 over \$500,000 in rehabilitating the building which includes the following amounts in total
8 detrimental reliance and based upon the promises made by Jennifer SOHOL and of JK PER
9 ANGUSTA.

10 a) A check made payable from Children's Retina Institute to Redesign Group, Inc.
11 in the amount of \$15,996.01

12 b) A check in the amount of \$8,888.97 from Children's Retina Institute to
13 Jennifer SOHOL dated 1/07/2014.

14 c) A check in the amount of \$10,000. to Jennifer SOHOL from Children's Retina
15 dated 7/10/14-this is approximately the date upon which both Dr. SOHOL and Dr. Tawansy
16 agreed that Dr. SOHOL would not occupy the offices at 3200 Long Beach Blvd and that Dr.
17 Tawansy would continue to own the property as the sole owner of the property, although legal
18 title was in the name of the JK PER ANGUSTA.

19 d) A check from Children's Retina Institute to Jennifer SOHOL in the amount of
20 \$10,000 dated 8/15/14-well after the close of the escrow. If the sale was a total sale to the JK
21 PER ANGUSTA, then Doctor Tawansy would not be paying Jennifer any money and would
22 walked from the deal. As each payment gets made it is clear that Dr. Tawansy continued to own
23 the property as his own.

1 e) A check made from Khaled A Tawansy to So Cal Gas Edison in the amount of
2 \$117.26 dated 8-12-14.

3 f) A check in the amount of \$3,274 to Cenovo Cuevas for work on the project at
4 3200 Long Beach Blvd. dated 8/16/14, drawn on the account of Children's Retina Institute.
5

6 g) A check in the amount of \$2,100 to Unique Hardware drawn on Children's
7 Retina Institute dated 9/06/14.

8 h) A check in the amount of \$10,000 to Jennifer SOHOL drawn on Children's
9 Retina Institute dated 10/28/2014.

10 i) A check in the amount of \$5,000 to Jennifer SOHOL drawn on Children's
11 Retina Institute and dated 12/13/14.

13 j) A check in the amount of \$5,000 to Jennifer SOHOL drawn on Children's
14 Retina Institute dated 12/13/14.

15 k) A check in the amount of \$20,000 made payable to Jennifer SOHOL from
16 Children's Retina Institute dated 1/23/15. Of significant note is the memo on the check stating
17 "Long Beach Property Loan Repayment." If the deed to the JK PER ANGUSTA meant Dr.
18 Tawansy had no interest in the property, then why would he have been making loan payments
19 from the date that the loan was taken out each month until today! It is clear evidence that Dr.
20 Tawansy continued to own the 3200 Long Beach Property as the equitable and beneficial owner
21 of the property.

24 l) A check made payable to Keith Graves in the amount of \$2,034.12 for roof
25 work, and other work at the property paid for by Khaled A. Tawansy dated 1/26/15. It is
26 important that Dr. SOHOL was there when this work was done but that Dr. Tawansy did pay for
27 this entire issue.

1 m) A check made payable to Jennifer SOHOL in the amount of \$5,000 noting it
2 was for the Long Beach Buildout. Now if Dr. Tawansy had nothing to do with the building, why
3 would he be paying for the build out? This check was made by Children's Retina Institute and is
4 dated 1/31/15.
5

6 n) A check made payable to Jennifer SOHOL in the amount of \$5,000 made
7 payable from Children's Retina Institute dated 2/06/15. Note on the check says Long Beach.
8

9 o) A check made payable to Cash for objects dealing with the buildout of Long
10 Beach in the amount of \$1650 dated 2/20/15 and stating 3200 Long Beach Blvd. The check is
11 drawn on Children's Retina Institute.
12

13 p) A check made payable to Jennifer SOHOL in the amount of \$10,000 from
14 Children's Retina Institute dated 2/14/15. The note on the check states "Paid \$40k towards TI
(Tenant Improvements).
15

16 q) A check made payable to cash in the amount of \$3,200, dated 2/14/15 for work
17 done on the buildout of the Long Beach project from Children's Retina Institute.
18

19 r) A check made payable to Cash in the amount of \$1100 for work done on the
20 build out of the 3200 Long Beach property dated 2/15/14, from the Children's Retina Institute.
21

22 s) A check in the amount of \$2,742.44 in favor of Jay Sanford, Inc. for work
23 done at 3200 Long Beach Blvd drawn on Children's Retina Institute and dated 2/18/15.
24

25 t) A check in the amount of \$7,500 to Dr. SOHOL and from Children's Retina
26 Institute dated 2/22/15 stating 3200 Long Beach Blvd.
27

28 u) A check in the amount of \$10,000 to JK PER ANGUSTA from Children's
Retina Institute dated 2/14/15 with a note on it "Paid 40K toward TI" (Tenant Improvements)
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1 v) A check in the amount of \$225 to Iris Exudugg for work at 3200 Long Beach
2 Blvd. drawn on Children's Retina Institute on 2/24/15.

3 w) A check in the amount of \$1650 to cash to pay for work done at 3200 Long
4 Beach Blvd. and listing the date at 2/20/15. The check was drawn from Children's Retina
5 Institute.

6 x) A check made payable to Jay Sanford, Inc. In the amount of \$5981.28 for Final
7 check Long Beach TI (Tenant Improvement) made payable from Children's Retina Institute and
8 dated 2/24/2015.

9 y) A check for \$5,000 to Jennifer SOHOL/JK PER ANGUSTA AD FELICITAS
10 LLC, from Children's Retina Institute dated 2/18/15 and noting 3200 Long Beach Blvd.

11 z) A check made payable to Carlos Lopez in the amount of \$804 for work done at
12 3200 Long Beach Blvd and noting 3200 Long Beach Blvd.

13 aa) A check in the amount of \$1052 for cash for work one at 3200 Long Beach
14 Blvd for work being done at the property. The check is dated 3/3/15 and is on the account of
15 Children's Retina Institute.

16 bb) A check made payable to Edwin Menia for \$2,025 for work done at 3200
17 Long Beach Blvd. and paid on 3/3/15 from Children's Retina Institute,

18 cc) That on March 3, 2015, a check in the amount of \$389 was paid to Lozal
19 Cabaxes for work done at 3200 Long Beach Blvd. by Children's Retina Institute.

20 dd) Than on March 3, 2015 a check for cash in the amount of \$389 was made to
21 pay for work at 3200 Long Beach Blvd. from Children's Retina Institute.

1 ee) That on March 15th, 2015 a check was made payable to JK PER ANGUSTA
2 AD FELICITAS LLC, in the amount of \$15,000 for the 3200 Long Beach Blvd. Property from
3 Children's Retina.

4 ff) That on March 17th, 2015 that a check in the amount of \$1350 was paid to
5 Carlos Lopez for work done on 3200 Long Beach Blvd. paid for by Children's Retina Institute.

6 gg) That on March 17th 2015 a check in the amount of \$270 was paid to Carlos
7 Lopez for work done at 3200 Long Beach Blvd. and paid for by Children's Retina Institute.

8 hh) That on March 18th, 2015 there was a check in the amount of \$15,000 made
9 payable to JK PER ANGUSTA AD FELICITAS LLC, for the 3200 Long Beach Blvd and paid
10 for by Children's Retina Institute.

11 ii) That on March 24, 2015 a check in the amount of \$1,716 was made payable to
12 Edward Mejla for work done at 3200 Long Beach Blvd. and paid for by Children's Retina
13 Institute.

14 jj) That on March 25, 2015 that a check was paid to Jose Arrann in the amount of
15 \$6,029 for work done at 3600 Long Beach Blvd and paid for by Children's Retina Institute.

16 kk) That on March 31, 2015 a check in the amount of \$20,000 was made payable
17 to JK PER ANGUSTA AD FELICITAS LLC and paid for by Children's Retina Institute, noting
18 it was for 3200 Long Beach Blvd.

19 ll) That on April 4th 2015 a check was paid to Jennifer SOHOL and to JK PER
20 ANGUSTA AD FELICITAS LLC, in the amount of \$10,000 for the 3200 Long Beach Blvd
21 property.

1 mm) That on March 14th 2015 a check in the amount of \$10,000 was paid to JK
2 PER ANGUSTA AD FELICITAS LLC, for 3200 N. Long Beach Blvd by Children's Retina
3 Institute.

4 nn) That on March 21, 2015 a check in the amount of \$16,000 was paid to JK
5 PER ANGUSTA AD FELICITAS LLC for the 3200 Long Beach property by Children's Retina.
6

7 oo) That on June 29, 2015 a check in the amount of \$15,000 was paid to Jennifer
8 SOHOL MD Inc. by Khaled A. Tawansy for the 3200 Long Beach property.
9

10 63) From July of 2015 until September of 2016, Children's Retina Institute and Dr.
11 Tawansy paid Jennifer SOHOL or JK PER ANGUSTA the rent each month.
12

13 64) The PROPERTY was not able to be occupied when the lease was entered into and that
14 Dr. Tawansy or Children's Retina spent in excess of over \$100,000 to prepare the first and
15 second units in the building, both to be used as doctor's offices.
16

17 65) The third unit at 3200 Long Beach Blvd contains thousands of dollars of equipment and
18 tools and machinery necessary for the build out of the units that all belong to Dr. Tawansy and
19 are not the property of any of the Cross-Defendants.
20

21 66) Each time an issue arose with the City of Long Beach relating to the PROPERTY from
22 the time the deed was recorded to JK PER ANGUSTA that the City would contact Dr. Tawansy
23 and he did the work and Dr. SOHOL allowed this work to be done as if Dr. Tawansy still owned
24 the building as the beneficial and equitable owner of the PROPERTY.
25

26 **FIRST CAUSE OF ACTION**

27 Specific Performance and to Quiet Title as to all Cross-Defendants
28

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1 67) Dr. Tawansy realleges the provisions of paragraphs 1-66 as though fully set forth herein.

2
3 68) The deed given to JK PER ANGUSTA was given in error and due to the fraud of Dr.
4 SOHOL, and based upon her promises that she would run the JK PER ANGUSTA for the benefit
5 of Dr. Tawansy.

6
7 69) As a result of the conduct of Dr. SOHOL and of JK PER ANGUSTA, that the deed was
8 given as a result of fraud and error due to Jennifer SOHOL and of JK PER ANGUSTA and that
9 the Deed should be declared to be null and void and title should be replaced with the deed in the
10 name of Dr. Khaled A. Tawansy.

11
12 70) Cross-Defendants knew of Dr. Tawansy's actual ownership of the real estate but avoided
13 asking for an estoppel certificate from him and did not question the issue as to taxes alleged to be
14 owing and a trust deed that was supposed to be reduced. The Cross-Defendants knew that Dr.
15 Tawansy paid for the entire build out of the PROPERTY and that he has tools and property
16 throughout 3200 N. Long Beach Boulevard. Acting as such, these co-defendants knew that Dr.
17 Tawansy had an ownership interest in the PROPERTY, yet closed the transaction knowing these
18 issues in order to conspire with Jennifer SOHOL and JK PER ANGUSTA to harm Dr. Tawansy
19 and to steal the PROPERTY from him.

20
21 71) Cross-Defendants 2H Property 3060 LLC and 2H Construction Inc. now claim to own
22 the PROPERTY located at 3200 N. Long Beach Boulevard which was transferred to them via a
23 deed signed by Jennifer SOHOL on behalf of JK PER ANGUSTA, but Jennifer SOHOL did not
24 own the PROPERTY and nor did JK PER ANGUSTA as they held the PROPERTY for Dr.
25 Tawansy. Had 2H Property 3060 LLC AND 2H Construction Inc. done any due diligence they
26
27
28

would have discovered and in fact knew that Dr. Tawansy owned the property and it was being held in the name of JK PER ANGUSTA for Dr. Tawansy. In fact, 2H Property 3060 LLC and 2H Construction Inc. knew at all times that Dr. Tawansy owned the PROPERTY and they entered into a conspiracy to deprive Dr. Tawansy of the title to the 3200 N. Long Beach Blvd. PROPERTY.

72) In a pleading dated September 9, 2016, Dr. SOHOL and JK PER ANGUSTA claimed to own the property, notwithstanding their agreement to own the property as legal owners for the benefit of Dr. Tawansy.

SECOND CAUSE OF ACTION

Rescission of the Deed to the Property As Against all Cross-Defendants

73) Dr. Tawansy realleges the provisions of paragraphs 1-72 as though fully set forth herein.

74) The title to the PROPERTY should be deemed in the name of Dr. Tawansy as against anyone who owned the PROPERTY such as JK PER ANGUSTA AD FELICITAS LLC or in the name of 2H Property 3060 LLC or in the name of 2H Construction Inc. in that they each took title knowing that Dr. Tawansy was the actual owner of the PROPERTY being held for him by JK PER ANGUSTA. All Cross-Defendants knew that Dr. Tawansy was the beneficial owner of the PROPERTY located at 3200 N. Long Beach Blvd., in Long Beach.

THIRD CAUSE OF ACTION

Fraud as Against All Cross-Defendants

75) Dr. Tawansy realleges the provisions of paragraphs 1-74 as though fully set forth herein.

1 76) Dr. Tawansy first learned of the fraud of Cross-Defendants Dr. SOHOL, JK PER
2 ANGUSTA and the rest of the Cross-Defendants within the past several months.
3

4 77) Dr. Jennifer SOHOL and JK PER ANGUSTA made representations as to holding the title
5 for Dr. Tawansy in the transfer of title to the PROPERTY to JK PER ANGUSTA without the
6 intention of performing those representations.
7

8 78) Cross-Defendants 2H Properties 3060, LLC, 2H Construction, Inc., Sean R. Hitchcock
9 and Ericka Burton ("Buyer Cross-Defendants") joined in the fraud by engaging in the sales
10 transaction with full knowledge of Dr. Tawansy's interest in the PROPERTY, yet failing to take
11 the necessary steps to protect themselves with an estoppel certificate.
12

13 79) Dr. Tawansy reasonably relied on the representations from Dr. SOHOL and JK PER
14 ANGUSTA, along with the expectations that Buyer Cross-Defendants would not support the
15 fraud efforts by Dr. SOHOL and JK PER ANGUSTA.
16

17 80) As a proximate cause of his reasonable reliance, Dr. Tawansy incurred losses in excess of
18 the jurisdictional minimum of this Court to be proved at trial.
19

20 81) The conduct of Dr. SOHOL and of JK PER ANGUSTA was done in a fraudulent manner
21 to obtain the deed to the PROPERTY making statements that were untrue. As a result, Dr.
22 SOHOL and JK PER ANGUSTA AD FELICITAS LLC should be held liable to Dr. Tawansy
23 for his losses and those acting in concert with Dr. SOHOL and JK PER ANGUSTA Ad Felicitas,
24 2H property 3060 LLC, 2H Construction Inc. Sean R. Peterson and Erica Burton should be held
25 liable for the Fraud of Dr. SOHOL and of JK PER ANGUSTA Ad Felicitas for all damages to
26
27 Dr. Tawansy.
28

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1 82) The cross defendants knew of Dr. Tawansy's actual beneficial and equitable ownership
2 interests in and to the 3200 N. Long Beach PROPERTY but all acted to defeat Dr. Tawansy's
3 interest all for the benefit of themselves and all the detriment of Dr. Tawansy.
4

5 83) The acts of Cross-Defendants, and each of them, as set forth above were willful, wanton,
6 malicious, oppressive and without regard to Dr. Tawansy's rights and justify an award of
7 exemplary and punitive damages.
8

9 **FOURTH CAUSE OF ACTION**

10 Fraud as Against Broker Cross-Defendants and Attorney Cross-Defendants

11 84) Dr. Tawansy realleges the provisions of paragraphs 1-83 as though fully set forth herein.
12

13 85) Broker Cross-Defendants and Attorney Cross-Defendants identified a situation between
14 Dr. Tawansy on one hand and Dr. SOHOL/JK PER ANGUSTA and Buyer Cross-Defendants on
15 the other hand wherein Broker Cross-Defendants and Attorney Cross-Defendants could work to
16 structure a sale from Dr. SOHOL/JK PER ANGUSTA to Buyer Cross-Defendants that would
17 generate legal work, commissions, and extra value in the transaction by reason of Dr. Tawansy's
18 actual ownership of the PROPERTY.
19

20
21 86) Broker Cross-Defendants and Attorney Cross-Defendants made misrepresentations to
22 Cross-Defendants Dr. SOHOL, JK PER ANGUSTA and Buyer Cross-Defendants, and failed to
23 provide necessary and critical information to those same Cross-Defendants with knowledge that
24 such representations and failures to make representations were critical to the decision to transfer
25 title and to Dr. Tawansy's ownership of the PROPERTY and with the expectation that the
26 actions would cause a transfer of title to the detriment of Dr. Tawansy.
27
28

1 87) Buyer Cross-Defendants, Dr. SOHOL/JK PER ANGUSTA and Dr. Tawansy all
2 reasonably relied on Broker Cross-Defendants and Attorney Cross-Defendants to properly
3 perform their duties as licensed by the State of California as to legal and real estate matters.
4

5 88) As a proximate cause of his reasonable reliance, Dr. Tawansy incurred losses in excess of
6 the jurisdictional minimum of this Court to be proved at trial.
7

8 89) The Broker Cross-Defendants and Attorney Cross-Defendants knew of Dr. Tawansy's
9 actual beneficial and equitable ownership interests in and to the 3200 N. Long Beach
10 PROPERTY but all acted to defeat Dr. Tawansy's interest all for the benefit of themselves and
11 all to the detriment of Dr. Tawansy.
12

13 90) The acts of Cross-Defendants, and each of them, as set forth above were willful, wanton,
14 malicious, oppressive and without regard to Dr. Tawansy's rights and justify an award of
15 exemplary and punitive damages.
16

17

18 **FIFTH CAUSE OF ACTION**

19 Breach of Contract as Against All Cross-Defendants
20

21 91) Dr. Tawansy realleges the provisions of paragraphs 1-90 as though fully set forth herein.
22

23 92) The conduct alleged herein sets forth the terms of a contract entered into between Jennifer
24 SOHOL and JK PER ANGUSTA on the one hand, and Dr. Tawansy on the other hand. The
25 terms of the contract are set forth in detail above.
26

1 93) The terms of the contract have been evidenced by writings when taken in context
2 demonstrate that a contract exists, that reasonably identify the subject matter of the contract, and
3 sets forth with certainty the essential terms of that contract.

5 94) The Contract was fully performed by Dr. Tawansy and, at times, partially performed by
6 Dr. Tawansy. Specific terms of the contract, such as transferring title and paying for specific
7 expenses, were fully performed; other terms of the contract, to complete the lease and then alter
8 title were partially performed, with the complete performance now barred by Cross-Defendants
9 Dr. SOHOI and IK PER ANGUSTA's breach of contract.
10

11
12 95) Dr. Tawansy performed and/or completed all the duties and obligations the contract
13 required of him, other than those duties and obligations which were barred or otherwise forgiven
14 by Cross-Defendants and Cross-Defendants' conduct.

16 96) Cross-Defendants Dr. SOHOL and JK PER ANGUSTA breached the contract set forth
17 above by its actions of misleading Dr. Tawansy as to Cross-Defendants' intentions with the
18 PROPERTY and Cross-Defendants' sale of the PROPERTY and failure to properly resolve the
19 related financial issues.

21 97) As a direct and proximate result of Cross-Defendants' breach of contract, Dr. Tawansy
22 suffered specific and consequential damages in an amount greater than the minimum jurisdiction
23 of this Court.

SIXTH CAUSE OF ACTION

26 Promissory Estoppel as Against Cross-Defendants Dr. SOHOL and JK PER ANGUSTA

²⁷ 98) Dr. Tawansy realleges the provisions of paragraphs 1-97 as though fully set forth herein.

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99) Cross-Defendants Dr. SOHOL and JK PER ANGUSTA made promises to Dr. Tawansy as set forth above concerning the ownership and management of the PROPERTY.

100) As a result of these promises by Cross-Defendants, Dr. Tawansy changed his legal positions in multiple fashions, from the transfer of title to the PROPERTY, to the commitment to reconstruct the interior of the buildings on the PROPERTY, to the commitment to a lease to the benefit of a third party, as well as the expenditure of a large sum of money.

101) Cross-Defendants' actions were the direct and proximate cause of Dr. Tawansy's loss, requiring that title to the PROPERTY be transferred back to him and that he recover consequential damages resulting from Cross-Defendants false promises.

102) The acts of Cross-Defendants, and each of them, as set forth above were willful, wanton, malicious, oppressive and without regard to Dr. Tawansy's rights and justify an award of exemplary and punitive damages.

SEVENTH CAUSE OF ACTION

Breach of Fiduciary Duty as Against All Cross-Defendants

103) Dr. Tawansy realleges the provisions of paragraphs 1-102 as though fully set forth
herein.

104) A declaration of rescission must be granted cancelling the deed from Dr. Tawansy to JK
PER ANGUSTA AD FELICITAS LLC for fraud and misrepresentation in gaining the deed.

105) JK PER ANGUSTA AD FELICITAS LLC was set up at the sole request of and by an agent for Dr. Tawansy, with the intent that JK PER ANGUSTA hold the title to the PROPERTY in its name for the benefit of Dr. Tawansy.

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Jennifer SOHOL
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106) As a result thereof, there was a fiduciary duty between Dr. SOHOL, the managing member, and JK PER ANGUSTA on the one hand, and Dr. Tawansy.

107) Dr. SOHOL and JK PER ANGUSTA with the assistance of the other cross defendants breached that duty.

108) As a result of these breaches by Cross-Defendants, Dr. Tawansy suffered damages in an amount in excess of the jurisdictional minimum of this Court.

109) The acts of Cross-Defendants, and each of them, as set forth above were willful, wanton, malicious, oppressive and without regard to Dr. Tawansy's rights and justify an award of exemplary and punitive damages.

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DEMAND FOR RELIEF.

1) That the deed be cancelled from Dr. Tawansy to JK PER ANGUSTA AD FELICITAS LLC.

2) That title the property be quieted and it be declared that Dr. Tawansy is the owner of the property.

3) That Dr. Tawansy is entitled to damages in excess of \$4,000,000.

4) That Dr. Tawansy be awarded punitive damages according to proof at trial.

5) That Dr. Tawansy be awarded costs of suit.

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3 6) For such other relief as it proper.
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Dated March 22, 2017

Zellner and Karpel

Donald Karpel, Attorney for
Khaled A. Tawansy