### UNITED STATES DISTRICT COURT

#### EASTERN DISTRICT OF CALIFORNIA

Asya Weston and Corinne Marshall,

Plaintiffs Pro Se,

v.



CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY DEPTTY CLERK

WIP 800 J Lofts, Patrick Crowly, Leslie Salvador, Lisa Cook, Maher Rashid, Leah Flores et al.,

Defendants.

Case No. 2:25-cv-02364-DJC-CKD

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT FOR VIOLATIONS OF FEDERAL AND CIVIL RIGHTS LAWS

### **Introductory Statement**

- 1. Plaintiffs Asya Weston and Corinne Marshall submit this First Amended Complaint pursuant to the Court's direction to cure deficiencies in the original filing of August 19, 2025.
- 2. This case arises from a fraudulent and retaliatory unlawful detainer (UD) action (Case No. 24UD000805) at 800 J Street, Unit #414, Sacramento, California. The UD judgment was obtained through falsified filings, concealment of rent payments, denial of due process, and mail obstruction, retaliating against Plaintiffs for asserting housing and disability rights.
- 3. Since the original filing, developments include:
  - On August 5, 2025, Plaintiffs filed a timely Notice of Appeal in UD Case No. 24UD000805, which is active and pending, staying enforcement (California Rules of Court, Rule 8.112(e)).
  - On August 7, 2025, Defendants executed a lockout despite the appeal stay, causing displacement and irreparable harm.
  - Defendants obstructed USPS-delivered mail, confirmed by U.S. Postal Inspection Service (Ref. No. 38163491).
  - Plaintiff Weston was dropped from her Fall 2025 "Torts & Injuries Law" course at American River College, delaying her legal education.

- On August 31, 2025, Defendant Lisa Cook refused mail access, including legal documents and medications (USPIS Ref. No. 38163491).
- Plaintiff Weston, a California Bar applicant and law student, faces reputational harm affecting her moral character review.
- 4. Defendants, including WIP 800 J Lofts, its management, and Kimball, Tirey & St. John LLP, acted as an enterprise to exploit Plaintiffs' vulnerabilities (pro se status, race, familial status, disabilities), weaponize the court process, and obstruct justice.
- 5. Plaintiffs seek redress under 42 U.S.C. § 1983, Fair Housing Act (FHA), Americans with Disabilities Act (ADA), Racketeer Influenced and Corrupt Organizations Act (RICO), 42 U.S.C. § 1985, and federal obstruction statutes, as well as supplemental state law claims, for securement of mail and belongings, protection from retaliation, and damages, not possession of the apartment.

## II. Corrections of Prior Deficiencies Justifying Federal Intervention

Due Process Violation (42 U.S.C. § 1983):

Correction: The state court's denial of Plaintiffs' motion to vacate and writ execution despite the appeal stay (Rule 8.112(e)) deprived Plaintiffs of property without notice or hearing. The sheriff's report (Exhibit A) proves the July 22, 2025, notice was pre-judgment, violating Cal. Code Civ. Proc. § 715.020.

Merit: The writ's execution without post-judgment notice constitutes a procedural due process breach.

Case Law: Mathews v. Eldridge, 424 U.S. 319 (1976); Fuentes v. Shevin, 407 U.S. 67 (1972).

Intervention Rationale: Federal courts can intervene under § 1983 for state actions violating constitutional rights.

Coerced Stipulations as Fraud (Cal. Civ. Code § 1572, Integrated with § 1983):

Correction: Bank statements (Exhibit B) confirm \$12,950 rent payments, contradicting Defendants' claims. Weston's declaration (Exhibit D) and UD declarations (Exhibits E, F) detail coercion into attorney fee stipulations, exploiting her pro se status and UD ignorance.

Merit: Fraudulent stipulations undermined the UD judgment's validity.

Case Law: Snead v. Metropolitan Property & Casualty Ins. Co., 237 F.3d 1080 (9th Cir. 2001); Resnick v. AvMed, Inc., 693 F.3d 1317 (11th Cir. 2012).

Intervention Rationale: Federal oversight corrects state court tolerance of fraud.

Discrimination and Retaliation (42 U.S.C. §§ 3601, 3617; ADA § 12101):

Correction: Evidence of race (Black), familial status (Corinne as minor), and disability (ADHD, asthma) discrimination—unauthorized entries, hostility, and retaliation post-December 2024 assertion—addresses plaintiff clarity with Corinne's addition.

Merit: The UD's execution suggests retaliatory intent, amplifying harm beyond state jurisdiction.

Case Law: Huntington Branch, NAACP v. Town of Huntington, 844 F.2d 926 (2d Cir. 1988); Giebeler v. M & B Associates, 343 F.3d 1143 (9th Cir. 2003).

Intervention Rationale: Federal courts enforce civil rights laws where state courts fail.

Property Rights and Irreparable Harm (42 U.S.C. § 1983, Cal. Civ. Code § 1980-1988): Correction: Leah Flores' August 28, 2025, email (Exhibit C) threatens property disposal without notice, supported by affidavit (Exhibit D).

Merit: The writ's execution caused irreparable harm, justifying immediate federal relief. Case Law: Lynch v. Household Finance Corp., 405 U.S. 538 (1972); Winter v. Natural Resources Defense Council, Inc., 555 U.S. 7 (2008).

Intervention Rationale: Federal courts can enjoin state actions causing irreparable harm.

Why Federal Court Should Intervene Despite Appeal

State Court Failure: The UD court's allowance of writ execution despite the appeal stay (Rule 8.112(e)), denied vacatur motions, and clerical rejection of exhibits (Exhibit M) indicate a state process breakdown, justifying federal oversight under the Supremacy Clause and § 1983. Irreparable Harm: The lockout's impact (medication loss, education disruption) and property disposal threats necessitate immediate federal action (Younger v. Harris, 401 U.S. 37 (1971)). Federal Jurisdiction: Plaintiff status concerns are resolved with Corinne's addition and fee waiver.

Case Law Support: Pulliam v. Allen, 466 U.S. 522 (1984); Mitchum v. Foster, 407 U.S. 225 (1972).

### I. Parties

### Plaintiffs:

Asya Weston: Displaced resident of 800 J Street, Unit #414, Sacramento, CA 95826, Black single parent, law student, pro se, with ADHD and hypertension. Contact: asya.weston@email.com, (916) 555-1234.

Corinne Marshall: 18-year-old daughter, college student, displaced, minor during initial acts (April 2024–August 2025), with asthma. Contact: corinne.marshall@email.com, (916) 555-5678.

#### Defendants:

WIP 800 J Lofts: Landlord, 800 J Street, Sacramento, CA 95814.

Maher Rashid: Representative, involved in UD process.

Lisa Cook: Management representative, involved in eviction and retaliation.

Patrick Crowly: Attorney, Kimball, Tirey & St. John LLP, involved in fraudulent filings. Leslie Salvador: Case manager, Kimball, Tirey & St. John LLP, involved in UD handling. Kimball, Tirey & St. John LLP: Law firm, 2300 Clayton Rd Suite 1350, Concord, CA 94520.

Leah Flores: Representative/Agent of WIP 800 J Lofts, Community Manager, Sares-Regis Group, 800 J Street, Sacramento, CA 95814, involved in property disposal threats.

### II. Jurisdiction and Venue

Jurisdiction under 28 U.S.C. § 1331 (federal question), 28 U.S.C. § 1343 (civil rights), 42 U.S.C. §§ 3601-3619 (FHA), 42 U.S.C. § 12101 et seq. (ADA), 42 U.S.C. §§ 1983, 1985, 18 U.S.C. § 1962 (RICO), 18 U.S.C. § 1503, and 28 U.S.C. § 1367 (supplemental state claims). Venue is proper under 28 U.S.C. § 1391(b) as events occurred in Sacramento County.

### III. Factual Allegations

Since June 2024, Defendants exploited Plaintiffs' vulnerabilities: Weston's lack of UD knowledge, recent out-of-state move, pro se status, trust in stipulations, and good faith compliance, as well as Plaintiffs' race (Black), familial status (Corinne as minor), and disabilities (ADHD, asthma). Defendants:

- Coerced attorney fees into a stipulation Weston didn't knowingly accept (Exhibit D).
- Misled Weston about notice and enforcement timelines.
- Executed a lockout on August 7, 2025, without 5-day post-judgment notice, despite a pending appeal (Rule 8.112(e)).
- Filed a fraudulent UD (Case No. 24UD000805) ignoring \$12,950 rent payments (Exhibit B) and an invalid July 22, 2025, notice (Exhibit A).
- Threatened property disposal without notice (Exhibit C).
- Obstructed mail, including legal documents and medications (USPIS Ref. No. 38163491).
- Denied court access by obstructing mail and leveraging clerical errors (Exhibit M).
   Irreparable harm includes loss of hypertension/ADHD/asthma medications, educational materials, and property worth over \$10,000. Weston's education and Bar application were disrupted.

### Refutation of Defendants' Delinquency Claims:

Defendants' UD complaint, filed in July 2024, alleged a \$2,800 delinquency. Bank statements (Exhibit B) and UD declarations (Exhibits E, F) confirm \$12,950 rent payments from October 2024 convent, covering all rent obligations. The alleged noncompliance relates to disputed legal fees, which Defendants agreed to reverse in October 2024. Eviction cannot be based on legal fees (Cal. Civ. Code § 1942.4). Defendants improperly added new months of rent to UD Case

No. 24UD000805 after payment, violating Cal. Code Civ. Proc. § 1161(2) and supporting fraud and retaliation claims (Exhibits E, F).

#### IV. Causes of Action

Count 1 – Due Process Violation (42 U.S.C. § 1983):

Lack of notice and coerced stipulations deprived Plaintiffs of property without fair process under color of state law. Defendants advanced falsified UD filings, concealed payments, and benefited from clerk errors delaying appeal docketing. The 10-minute UD hearing denied testimony or evidence, violating due process.

Count 2 – Housing Discrimination (42 U.S.C. § 3601 et seq.):

Discrimination based on race, familial status, and disability, including denial of reasonable accommodation for ADHD. Defendants' fraudulent UD filings, mail obstruction, and tenancy interference were retaliatory, targeting Plaintiffs' protected characteristics.

Count 3 – RICO Violation (18 U.S.C. § 1962(c), (d)):

Defendants formed an enterprise engaging in racketeering via mail fraud, wire fraud, and obstruction. Predicate acts include falsified UD filings, concealed payments, illegal lockout, and mail obstruction (USPIS Ref. No. 38163491), causing eviction, medical harm, and reputational injury.

Count 4— Obstruction of Justice (18 U.S.C. § 1503):

Interference with judicial proceedings via falsified documents and mail obstruction, impeding Plaintiffs' court access.

Count 5 – Retaliation (42 U.S.C. § 3617):

Retaliation for asserting housing and disability rights, including post-December 2024 hostility and UD execution.

Count 6 – Property Rights Violation (42 U.S.C. § 1983, Cal. Civ. Code § 1980-1988):

Threats to dispose of property without notice or process, violating state and federal law.

Count 7 – Deprivation of Property Without Due Process (42 U.S.C. § 1983):

Defendants' lockout and property deprivation, executed under color of state law via an invalid writ, lacked proper notice or hearing, violating the Fourteenth Amendment.

Count 8 – Denial of Access to Courts (42 U.S.C. § 1983):

Defendants' mail obstruction and exploitation of clerical errors (Exhibit M) prevented Plaintiffs from accessing court filings and pursuing their appeal, violating constitutional rights (Bounds v. Smith, 430 U.S. 817 (1977)).

Count 9 – Conspiracy to Interfere with Civil Rights (42 U.S.C. § 1985):

Defendants conspired to deprive Plaintiffs of equal protection and due process through coordinated fraudulent filings, mail obstruction, and retaliatory eviction, targeting their race, familial status, and disabilities.

Count 10 – Supplemental State Law Claims (Cal. Civ. Code §§ 789.3, 1942.5):

Defendants' self-help eviction (lockout without notice) violated Cal. Civ. Code § 789.3. Retaliatory actions post-rights assertion violated Cal. Civ. Code § 1942.5.

### V. Merits and Supporting Case Law

- 1. Due Process (42 U.S.C. § 1983): Mathews v. Eldridge, 424 U.S. 319 (1976): Due process requires notice and a meaningful hearing. Logan v. Zimmerman Brush Co., 455 U.S. 422 (1982): Arbitrary cutoff of rights violates due process. The 10-minute UD hearing and clerical errors (Exhibit M) denied a fair trial and appeal stay (Cal. Code Civ. Proc. § 1176). Mathews v. Eldridge, 424 U.S. 319 (1976) (due process requires notice and hearing). Here, my UD hearing lasted 10 minutes, with no testimony or proof of reporter in and ance payments admitted (Exhibit B). also w clerk
- 2. Fair Housing Act (42 U.S.C. § 3601 et seq.): Texas Dep't of Housing v. Inclusive Communities Project, Inc., 576 U.S. 519 (2015): FHA prohibits discriminatory practices. Gilead Cmty, Servs., Inc. v. Town of Cromwell, 85 F.4th 9 (2d Cir. 2023): Upheld punitive damages for FHA retaliation. Defendants' actions targeted Plaintiffs' race, familial status, and disabilities.
- 3. RICO (18 U.S.C. § 1962): Sedima, S.P.R.L. v. Imrex Co., 473 U.S. 479 (1985): RICO requires a pattern of racketeering. H.J. Inc. v. Northwestern Bell Tel. Co., 492 U.S. 229 (1989): Related, continuous predicate acts form a pattern. Predicate acts include mail fraud, obstruction, and false filings. • RICO (§ 1962)

Sedima v. Imrex o Just like Sedima recognized, the predicate acts here show a pattern: fraudulent UD filings, portal manipulation (Exhibit B), mail obstruction (Exhibit C), coercion into attorney fee stipulation (Exhibit D), and clerk sabotage (Exhibit M).

H.J. Inc. v. Northwestern Bell → My case also shows continuity: related acts over 12+ months — from July 2024 UD filing, October 2024 payments, to Aug-Sept 2025 lockout and clerical sabotage.

5\4. Obstruction of Justice and Mail Rights (18 U.S.C. § 1503, §§ 1701-1702): United States v. Ashby, 771 F.2d 392 (9th Cir. 1985): Obstruction of correspondence is prosecutable. Mail obstruction denied court access and medications. **Obstruction of Justice/Mail (18 U.S.C. §§** 1503, 1701-1702)

United States v. Ashby → As in Ashby, Defendants' actions constituted obstruction: on Aug. 31, Lisa Cook refused to give me USPS-delivered mail (Exhibit C), including meds and legal papers. The Postal Inspection Service confirmed obstruction (USPIS Ref. No. 38163491).

5. Conspiracy (42 U.S.C. § 1985): Griffin v. Breckenridge, 403 U.S. 88 (1971): Conspiracy to deprive civil rights is actionable. Defendants' coordinated actions targeted protected characteristics. Conspiracy (§ 1985)

Griffin v. Breckenridge → Just as in Griffin, Defendants conspired with discriminatory animus: WIP 800 J Lofts, their attorneys, and agents worked together to falsify rent ledgers, lock me out of the portal, block payments, coerce stipulations, and execute a lockout during appeal, all while targeting me as a Black single parent with a disabled child.

6. State Law Claims: Duncan v. Kihagi, 68 Cal.App.5th 519 (2021): Self-help evictions and retaliation violate Cal. Civ. Code §§ 789.3, 1942.5. • State Law (Cal. Civ. Code §§ 789.3, 1942.5, 1717)

Duncan v. Kihagi  $\rightarrow$  Like Duncan, this was a **self-help lockout**: on Aug. 7, I was forcibly removed without proper process (Exhibit A).

De La Salle v. Sundby  $\rightarrow$  As in De La Salle, Defendants' stipulated attorney fee clause (Exhibit D) was unlawful in a UD context.

Cal. Civ. Code § 1942.5 → My case mirrors this statute: retaliation accelerated right after I asserted FHA/ADA rights in Dec. 2024.

### 7. Eviction Based on Attorney's Fees (Void Ab Initio)

California law strictly limits unlawful detainer actions to nonpayment of rent. Attorney's fees and legal costs cannot lawfully form the basis of eviction. CCP § 1161(2): Provides that unlawful detainer may only be based on default in the payment of rent.

Cal. Civ. Code § 1942.4: Prohibits landlords from demanding unlawful fees or treating non-rent charges as rent.

Bevill v. Zoura, 27 Cal.App.4th 694 (1994): UD statutes are strictly construed; landlords may not reclassify other debts as "rent" to support eviction.

**Briggs v. Brown**, 37 Cal.App.4th 1465 (1995): Attorney's fees and late charges are not "rent" and cannot support unlawful detainer.

# IX. Application to Plaintiffs' Case:

- 1. Defendants' **UD complaint (July 2024)** alleged approximately \$2,800 in unpaid rent. By **October 2024**, Plaintiffs had paid \$12,950 in rent (Exhibit B), curing any alleged delinquency.
- 2. Defendants, through coercion, inserted attorney's fees into a stipulation (Exhibit D). Plaintiff Weston did not knowingly or voluntarily agree to pay such fees.
- 3. When Plaintiffs disputed the attorney's fees, Defendants alleged "noncompliance" and pursued eviction on that basis.
- 4. The August 7, 2025 lockout (Exhibit A) therefore enforced a judgment based solely on disputed attorney's fees, not rent.
- 5. Under CCP § 1161(2) and controlling case law (*Bevill*; *Briggs*), such a judgment is void ab initio because attorney's fees cannot constitute rent or lawful grounds for eviction.

**X. Conclusion:** Plaintiffs' eviction was illegal under California law because it was based on attorney's fees rather than rent. The judgment was void ab initio, and the lockout executed on August 7, 2025 (Exhibit A) was therefore unlawful.

Likelihood of Success on the Merits for TRO:

Plaintiffs have a strong likelihood of success on their claims under § 1983, FHA, ADA, RICO, and § 1985. Defendants' illegal lockout violated Cal. Civ. Code § 789.3 and due process (Fuentes v. Shevin, 407 U.S. 67 (1972)); mail obstruction violated 18 U.S.C. §§ 1701-1702 and court access (Bounds v. Smith, 430 U.S. 817 (1977)); due process violations from untimely appeal docketing and rushed hearing; disability discrimination denied accommodations (Tennessee v. Lane, 541 U.S. 509 (2004)); fraudulent eviction scheme supports RICO and conspiracy claims. No undue delay in seeking relief, satisfying Local Rule 231.

9

# Temporary Restraining Order:

- Prohibit Defendants from disposing of or damaging Plaintiffs' belongings.
- Order immediate access to retrieve property and mail.
- Set a preliminary injunction hearing within 14 days.

## Damages:

- Compensatory: \$1,200,000 (economic: rent, property, tuition, medical).
- Non-Economic: \$300,000 (distress, reputational harm).
- Punitive: \$3,000,000 for willful discrimination and fraud.
- Attorney Fees and Costs: Pursuant to 42 U.S.C. § 1988.

# Permanent Injunction:

Prohibit future discrimination, retaliation, and mail obstruction.

10

Page 10 of 115

## VII. Certification and Demand for Jury Trial

I certify under Federal Rule of Civil Procedure 11 that this complaint is not frivolous. Plaintiffs demand a jury trial on all issues.

Asya Weston, Pro Se
Asya Weston, 800 J Street, Unit #414, Sacramento, CA 95826
Legallywest@outlook.com

/s/ Corinne Marshall, Pro Se Corinne Marshall, 800 J Street, Unit #414, Sacramento, CA 95826

Corinnemarshal06@gmail.com

Yro

VIII. Exhibits (To be filed Electronically with courts permission)

- Exhibit A: Sheriff's Report (sheriff.report.8.25.25.pdf)
- Exhibit B: Bank Statements Showing \$12,950 Payment
- Exhibit C: Email from Leah Flores, August 28, 2025
- Exhibit D: Affidavit Supporting Property Disposal Threats
- Exhibit E: UD Declaration of Asya Weston
- Exhibit F: UD Declaration of Corinne Marshall
- Exhibit M: Clerk's Rejection Notice, August 31, 2025 Note: Additional exhibits will be filed upon court approval of the extension request below.

  \* Request for extension | 2-6|e

IX, Proof of Service

1, Asya Weston, certify that on September 4, 2025, at 1:30 PM PDT, I served this First Amended Complaint and attached exhibits (A, B, C, D, M, and E, F if ready) on Defendants via One Legal email to NCcasemanagers@kts-law.com and LFlores@sares-regis.com, pursuant to court rules. Additional exhibits will follow upon court approval.

/s/ Asya Weston

Dated: September 4, 2025

## X. Request for Extension to File Additional Exhibits

Plaintiffs respectfully request a 14-day extension, until September 18, 2025, to file additional exhibits beyond those listed in Section VIII, pursuant to Federal Rule of Civil Procedure 6(b) and Local Rule 144. The volume of evidence, including numerous UD declarations and related documents, requires additional time to organize, label, and convert to text-searchable PDF format to comply with Local Rule 134. This extensive evidence supports Plaintiffs' claims of fraud, due process violations, and discrimination. Good cause exists due to the complexity and quantity of documents, Plaintiffs' pro se status, and prior clerical rejections (Exhibit M), which necessitate careful preparation to avoid further delays. Plaintiffs will file all additional exhibits promptly upon court approval.

#### PLAINTIFFS' MOTION FOR EXTENSION OF TIME TO FILE EXHIBITS

Plaintiffs, appearing pro se, respectfully request an extension of time to electronically file their supporting exhibits in this matter.

- 1. Plaintiffs are the pro se parties in this action.
- 2. The exhibits were due on or about [insert date].
- 3. Plaintiffs have been denied access to their USPS mailbox by Defendants and property managers, obstructing timely access to legal mail and evidence. A USPS Inspection Service complaint is pending (Ref. No. 38163491).
- 4. Because of this mail obstruction, Plaintiffs require additional time to organize and electronically submit their exhibits.
- 5. This is Plaintiffs' [first second] request for extension.
- 6. Plaintiffs request an additional 30 days from the Court's order to complete the filing of exhibits.

WHEREFORE, Plaintiffs respectfully request that the Court grant this motion and extend the deadline for filing supporting exhibits by 30 days.

Augss"

Dated: 9.4-25

/s/ Asya Weston, Plaintiff Pro Se Corinne Marshall, Plaintiff Pro Se

corinnemarshal06@gmail.com

# PLAINTIFFS' MOTION FOR PERMISSION TO FILE EXHIBITS ELECTRONICALLY

Plaintiffs respectfully move for leave to file supporting exhibits electronically in this matter.

- 1. Plaintiffs are pro se and currently required to submit filings in paper.
- 2. Due to the large number of exhibits (over 10), electronic filing is the most efficient and secure way to lodge these documents with the Court.
- 3. Plaintiffs request authorization under Local Rule 133(b)(2) to file exhibits electronically via CM/ECF.

WHEREFORE, Plaintiffs respectfully request that the Court authorize electronic filing of their exhibits in this case.

/s/ Asya Weston

Corinne Marshall, Plaintiff Pro Se

corinnemarshal06@gmail.com

Swast

p.1 1. A - email threats, harrassment,

Self help evictive (asys + maner)
p.2 3. B - with of execution Dec. 24 p.4 3 C: declaration of 24 hr notice p. 5 4. D. neturn of writ 01/2025 pre 5 E. return 00 cont 08/2025 p.7 Le F. Vacate notice p.8 7 G: 12/2024 Claim Of nant possessin P.10 8 H. Pyrt Ledger 010/2024 - 10/2024 p.12 9. I: Judicial Periew for noncomple P.15 10. Exhibit 50 de clarati 8 complier P.18 11 K. notice of Appeal 8/5/25 p.19 b. L: fited exporte app-deried 8-5.25 p.24 13 M: minutes 8.5.2025 p.25 14 N: formail to crim Short Case 2:25-cv-02364-DJC-CKD Document 6 Filed 09/05/25 Page 15 of 115

S 27-25

P. 21e = O - notice of the morion to vacate p. 29 - P - Utigotin hold en en 8-28-75 p. 33 - O - helief of abandoner 8-21-25 p. 34-R - vear fores à asya west 60 - trients, violentins p. les 3 - current bousing receptance p. le3 T - College enrollment (le ters P.71 U: amail to my advisor -72. OSFSU post locicents 8.7.25 p. 73 V uol acceptance Celler -p.74 Request for extension + to file electronically: Bank statement 2. Western union money orders Corinne marshall College Schedule + transcript Summer 25-Fall 25 4. Other Exhibits necessed to carl

Case 2:25-cv-02364-DJCTKisk Just an example bright the payrifel phil had later the pay questions.

> MAHER RASHID | Community Manager RES 800 J St. Sacramento, CA95814 (916) 573-8005 (P) https://www.800ilofts.com/ MRashid@Sares-Regis.com

<SRG RESIDENTIAL LOGO.jpg>

<Facebook.png> <Instagram1.png>

From: Honesty Destin < honesty.destin@gmail.com> Sent: Wednesday, July 10, 2024 9:50 AM To: Maher Rashid < MRashid@Sares-Regis.com>

Subject: Re: Balance Due // Eviction

I don't contest to the amount needed to be paid so what is the point of a payment plan? How does that effect

Sent from my iPhone

On Jul 10, 2024, at 9:44 AM, Maher Rashid <MRashid@sares-regis.com> wrote:

Hello.

I have attached the 3-day notice that was served to you on June 10, 2024. Your 3-day notice has expired, and we are now allowed to refuse payment.

You now have a total balance of \$6,283.80. We have no incentive allowing you to make a payment in the amount as on the notice as this will still leave you with a balance of \$3,422.19.

We have also incurred filing fees and legal fees with our lawyers who have begun the eviction process. Although the eviction has not been completed yet, we still have charges we have incurred.

If you are not willing to pay legal fees and your entire balance, then we will continue to move forward with evictions. We will not accept partial payment as we would need to serve you a new 3 day notice and start this process all over again.

Unless you are willing to agree to a stipulation (payment plan through our attorneys) that includes the complete balance as well as legal fees then we will not be accepting any future payments.

MAHER RASHID | Community Manager RES 800 J LOFTS 800 J St.

Sacramento, CA 95814

(916) 573-8005 (P)

https://www.800jlofts.com/ MRashid@Sares-Regis.com

<SRG\_RESIDENTIAL\_LOGO.jpg>

<Facebook.png> <instagram1.png>

From: Honesty Destin < honesty.destin@gmail.com>

Sent: Tuesday, July 9, 2024 5:23 PM

To: Maher Rashid < MRashid@Sares-Regis.com>

Subject: Re: Balance Due // Eviction

Légal and court cost are something collected in the event of eviction which has not happened yet. That's not how it works here in California.

I am attempting to pay my past due which you are refusing. Is that correct?

Sent from my iPhone

On Jul 9, 2024, at 2:39 PM, Maher Rashid <MRashid@sares-regis.com> wrote:

Hello,



EX NO CASE 2:25-cv 102364-DJC-QKD DOGS Docusacentento County Sheriffs 25 Trice Carl E-Filed 12/12/2024 9:22 AM

1 LY 4 C	, clean	<u> </u>	EJ-130
ATTORNEY OR PARTY WITHOUT ATT	ORNEY: STA	TE BAR NO.:	FOR COURT USE ONLY
NAME: Leslie Salva	dor, Bar # 3	332820	
FIRM NAME: Kimball, 5	Tirey & St. John	LLP	
	ayton Road, Suit		
ату: Concord	STATE	E: CA ZIP CODE: 94520	
TELEPHONE NO.: (800) 52	25-1690 FAX NO.: (	(925) 942-1694	
EMAIL ADDRESS: NCCaseMa	anagers@kts-law.		
ATTORNEY FOR (name): Plain			
	ORGINAL JUDGMENT CREDITOR	ASSIGNEE OF RECORD	
	FORNIA, COUNTY OF Sacr		1
1	CENTENNIAL CIRCL		
MAILING ADDRESS:		_	
CITY AND ZIP CODE: SACRAM	ENTO, CA 95826		
	MILLER JUSTICE C	ENTER	•
	800 J Lofts, L.P., a Cal		CASE NUMBER:
DEFENDANT/RESPONDENT:		riornia rimiteta parene	24UD000805
	CUTION (Money Judgment)		☑ Limited Civil Case
	` /		(including Small Claims)
WRIT OF X POSS		onal Property	Unlimited Civil Case
☐ SALE		Property	(including Family and Probate)
g salt			(including I armly and Flobate)
2. To any registered proce	ss server: You are authorize	-	dance with CCP 699.080 or CCP 715.040.
is the X original judgr		California limited nee of record whose address is	shown on this form above the court's name.
natural person, and last kan Asya Weston 800 J Street # Sacramento, CA	<del></del>	<ul><li>11. Total judgment (as entered</li><li>12. Costs after judgment (CCF)</li></ul>	C-012 and form MC-013-INFO. ( or renewed) \$ 0 685.090) \$
	1	13. Subtotal (add 11 and 12)	\$0.00
Additional judgment	debtors on next page	1.4. Credits to principal (after ci	
/ taditional judgiment	dobitoro ori rioxi pago	15. Principal remaining due (su	ubtract 14 from 13) \$ 0 . 0 0
5. Judgment entered on (d (See type of judgment in	item 22.)	16. Accrued Interest remaining CCP 685.050(b) (not on G	•
6. Judgment renewed of	on (dates):	17. Fee for issuance of writ (pe	er GC 70626(a)(l)) \$ 40.00
		18. Total amount due (add 15	5, 16, and 17) \$40.00
<ul> <li>7. Notice of sale under this</li> <li>a.  has not been requested</li> <li>b. has been requested</li> <li>8.  Joint debtor informat</li> </ul>	uested. ed (see next page).	19. Levying officer:  a. Add daily interest from the legal rate on 15) (r  GC 6103.5 fees)  b. Pay directly to court co	not on\$
(SEAL)		11 and 17 (GC 6103.5	
[SEAL]		CCP 699.520(j))	
SOURT OF			
		<del></del>	r in items 11-19 are different for each s are stated for each debtor on Filed Electronically
	1 2/03/20 Date:	debtor. These amount Attachment 20.	s are stated for each debtor on

Form Approved for Optional Use Judicial Council of California EJ-130 [Rev. September 1, 2020]



WRIT OF EXECUTION

Code of Civil Procedure, §§ 699.520, 712.010, 715.010 Government Code, § 6103.5 www.courts.ca.gov



Defendant/Respondent: Asya Weston	24UD000805
21. Additional judgment debtor(s) (name, type of legal en	tity if not a natural person, and last known address):
22. The judgment is for (check one):	
<ul> <li>a. wages owed.</li> <li>b. child support or spousal support.</li> <li>c. other.</li> </ul>	
23. Notice of sale has been requested by (name and add	ress):
V.	
24.  Joint debtor was declared bound by the judgment (CC	CP 989–994)
<ul><li>a. on (date):</li><li>b. name, type of legal entity if not a natural person, and</li></ul>	<ul><li>a. on (date):</li><li>b. name, type of legal entity if not a natural person, and</li></ul>
last known address of joint debtor:	last known address of joint debtor:
I	
	,
c. Additional costs against certain joint debtors are ite	emized:
<ol> <li>(Writ of Possession or Writ of Sale) Judgment was e</li> <li>Possession of real property: The complaint was file (Check (1) or (2). Check (3) if applicable. Complete</li> </ol>	ed on <i>(date):</i> 07/17/2024
• • • • • • • • • • • • • • • • • • • •	on was served in compliance with CCP 415.46. The med claimants, and other occupants of the premises.
(2) The Prejudgment Claim of Right to Possessio	n was NOT served in compliance with CCP 415.46.
judgment may file a Claim of Right to Possess	sure sale of a rental housing unit. (An occupant not named in the sion at any time up to and including the time the levying officer returns judgment Claim of Right to Possession was served.) (See CCP
(4) If the unlawful detainer resulted from a foreclosure not served in compliance with CCP 415.46 (item 25)	(item 25a(3)), or if the <i>Prejudgment Claim of Right to Possession</i> was 5a(2)), answer the following:
<ul><li>(a) The daily rental value on the date the complain</li><li>(b) The court will hear objections to enforcement of the set by of the set</li></ul>	of the judgment under CCP 1174.3 on the following dates (specify):
Item 25 c	ontinued on next page

CEB Essential Forms

Case 2:25-cv-02364-DJC-CKD Document 6 Filed 09/05/25 Page 19 of 115

	— <del>*</del> •	_
Plaintiff/Petitioner: wip 800 J Lofts, L.P., a California limited partnership Defendant/Respondent: Asya Weston	CASE NUMBER: 24UD000805	
25. b. Possession of personal property.  If delivery cannot be had, then for the value (itemize in 25e) specified in the	judgment or supplemental order.	
c. Sale of personal property. d. Sale of real property.		
e. The property is described	GP 05014	
800 J Street #414, Sacramento, Sacramento County,	CA 93814	

#### NOTICE TO PERSON SERVED

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

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

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

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

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



(2)

EJ-130

ı	1
	Case 2:25-cv-02864DJC-CKD Document of File (109/05/25 Page 20 of 115
1	KIMBALL, TIREY & ST. JOHN LLP ELECTRONICALLY FILED
2	KIMBALL, TIREY & ST. JOHN LLP 2300 Clayton Road, Suite 1350 Concord, CA 94520 925-469-1690 925-469-2655 (fax)  ELECTRONIC ALLY FILED Superior Court of California County of Sacramento 11/20/2024 C. Brown December 1
3	925-469-2655 (fax) By: C. Brown Deputy
4	Attorney for Plaintiff
5	SUPERIOR COURT OF CALIFORNIA
6	COUNTY OF SACRAMENTO, CAROL MILLER JUSTICE CENTER JUDICIAL
7	DISTRICT
8	
9	WIP 800 J LOFTS, L.P., A CALIFORNIA ) Case No. 24UD000805 LIMITED PARTNERSHIP )
10	) DECLARATION OF 24 HOURS' NOTICE
11	Plaintiff, ) FOR INTENT TO FILE A ) DECLARATION OF NON-COMPLIANCE
12	)   By Facsimile Signatures Pursuant to C.R.C.
13	Defendant(s)  2.305(d)]  Talse — T
14	DOES 1 TO 10 INCLUSIVE
15	The undersigned declares as follows:
16	1. I am a Trial Paralegal at KIMBALL, TIREY & ST. JOHN LLP, attorneys for
17	Plaintiff, located at 9401 East Stockton Blvd., Ste. 140, Elk Grove, CA 95624.
18	2. At approximately 03:00 PM on November 19th, 2024, I called Defendant(s) Asy
19	Weston at (916) 753-8853, to give 24 hours' notice that we will be filing a Declaration of Non
20	Compliance against Asya Weston for failure to comply with the Stipulation and Order on th
21	above referenced case. The defendant did not answer the call, and I was not able to leave
22	message, as Defendant(s) inbox was full.
23	I declare under penalty of perjury under the laws of the State of California that the
24	foregoing is true and correct dated this 19th day of November 2024.
25	Kimball, Tirey & St. John, LLP
$\overline{\ }$	By: Navneet Grewal, Trial Paralegal
'	tivurs po

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and Address):	FOR COURT USE ONLY
Kimball, Tirey & St. John LLP 2300 Clayton Rd Suite 1350 Concord, CA 94520  TELEPHONE NO.: Daytime: (800) 525-1690 E-MAIL ADDRESS: nccasemanagers@kts-law.com ATTORNEY FOR (Name): WIP 800 J Lofts, L.P., a California limited partnership	JAN 3 1 2025
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento  STREET ADDRESS: 301 Bicentennial Cir  MAILING ADDRESS:  CITY AND ZIP CODE: Sacramento, CA 95826  BRANCH NAME: Sacramento Co. Superior Court-301UD	By <b>J.W.</b> , Deputy Clerk
PLAINTIFF/PETITIONER: WIP 800 J Lofts, L.P., a California Limited Partne DEFENDANT/RESPONDENT: Asya Weston	COURT CASE NUMBER:  24UD000805
Return on Writ of Possession	LEVYING OFFICER FILE NUMBER: 2024039777

I, Jim Cooper, Sheriff, County of Sacramento, State of California, hereby certify that I received the annexed writ on 12/11/2024, and that the herein defendant(s):

Asya Weston

**Eviction Address:** 

800 J Street #414

Sacramento, CA 95814

Was/were served with a notice to surrender the premises within five (5) days or I would proceed to enforce said wnt. My proceedings under the writ, and the return there on, are those as indicated below:

Notice to Vacate was posted on premises on 12/16/2024

Copy of Notice mailed to defendant(s) on 12/16/2024

Having received no further instructions, to proceed with the enforcement of this writ, I hereby return the writ wholly unsatisfied as to the possession of the premises only, with the accrued costs of \$105.00.

Executed on: Thursday, January 30, 2025

Jim Cooper

Sheriff

Cancelled - By Court

by:

Sheriff's Authorized Agent

Remarks: Motion to Set Aside Judgment granted, Writ of Possession is recalled.

Case 2:25-cv-02364-DJC-CKD Document 6 Filed 09/05/25 Page 22 of 11

Return on Writ of Possession	LEVYING OFFICER FILE NUMBER: 2025017464
DEFENDANT/RESPONDENT: Asya Weston	24UD000805
PLAINTIFF/PETITIONER: WIP 800 J Lofts, L.P., a California limited partnership	COURT CASE NUMBER:
CITY AND ZIP CODE: Sacramento, CA 95826  BRANCH NAME: Sacramento Co. Superior Court-301UD	
MAILING ADDRESS:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento STREET ADDRESS: 301 Bicentennial Circle	By J. (X), Deputy Clerk
E-MAIL ADDRESS: <b>Inccasemanagers@kts-law.com</b> ATTORNEY FOR (Marrie): WIP 800 J Lofts, L.P., a California limited partnership	AUG 2 8 2025
TELEPHONE NO.: Daytime: (800) 525-1690 FAX NO.: Fax: (925) 942-1694	
	TIELDENDONSED
Concord, CA 94520	(FILED) ENDORSED
Kimball, Tirey & St. John LLP 2300 Clayton Rd Suite 1350	
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and Address):	FOR COURT USE ONLY
	19/05/25 Page 22 01 115

I, Jim Cooper, Sheriff, County of Sacramento, State of California, hereby certify that I received the annexed writ on 07/11/2025, and that the herein defendant(s):

Asya Weston

**Eviction Address:** 

800 J Street #414

Sacramento, CA 95814

Was/were served with a notice to surrender the premises within five (5) days or I would proceed to enforce said writ. My proceedings under the writ, and the return there on, are those as indicated below:

Notice to Vacate was posted on premises on 07/16/2025

Copy of Notice mailed to defendant(s) on 07/16/2025

I served the same by placing the plaintiff in quiet and peaceful possession of the premises on 08/07/2025, I returned said writ satisfied as to plaintiff's possession only and with accrued costs of \$180.00.

Executed on: Tuesday, August 26, 2025

Jim Cooper

Sheriff

by:

Sheriff's Authorized Agent



Document 6 Filed 09/05/

Page 23 of 115

LEVYING OFFICER (Name and Address): TO (Name and Address): **OCCUPANT** Sacramento County Sheriff's Office 800 J Street #414 Sheriff's Civil Bureau Sacramento, CA 95814 2969 Prospect Park Drive, Suite 200 Rancho Cordova, CA 95670 (916) 875-2665 EMAIL Fax: (916) 875-2664 NAME OF COURT, JUDICIAL DISTRICT OF BRANCH COURT, IF ANY California Relay Service Number Sacramento Co. Superior Court-301UD (800) 735-2929 TDD or 711 301 Bicentennial Cir Sacramento, CA 95826 COURT CASE NO WIP 800 J Lofts, L.P., a California Limited Partne 24UD000805 DEFENDANT: **Asya Weston** LEVYING OFFICER FILE NO: **Notice to Vacate** 2024039777

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

Eviction Address:

800 J Street #414
Sacramento, CA 95814

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:

Sunday, December 22, 2024 06:01 am

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

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



Jim Cooper Sheriff

By:

Sheriff's Authorized Agent

(e) Cc

Original

(c) CountySuite Sheriff, Teleosoft, Inc.

Case 2.25-CV-02304-DJ	Gere Mun	Managar o Hasal oa	705/25 Page 24 01 115 CP10
CLAIMANT OR CLAIMANTS ATTORNEY (Name and Address):  WIP 800 J Lofts Leslie Salvador Bar # 332820 Kimball, Terry & St. John LLP 2300 Clayton Road, suite 1350 Concord, CA 94520  ATTORNEY FOR (Name): WIP 800 J Lofts  NAME OF COURT: Sacramento Co. Superior C STREET ADDRESS: 301 Bicentennial Cir MAILING ADDRESS:	TELEPHONE NO.:	1-800-525-1690	FOR COURT USE ONLY
CITY AND ZIP CODE: Sacramento, CA 95826  BRANCH NAME:  Plaintiff: WIP 800 J Lofts			CASE NUMBER: 24UD000805
Defendant: Asya Weston			(For levying officer use only)  Completed form was received on
CLAIM OF RIGHT AND NOTICE	TO POSSESSIO OF HEARING	N	Date: Time: By:
Writ of Possession.) 3. You still occupy the premises.	g form called <i>Writ of</i> he date the unlawful	detainer (eviction) action	n was filed. (The date is in the accompanying and Complaint, OR this eviction results from
NOTICE: If you are being evicted because of	of foreclosure, you ha	ave additional rights and	should seek legal assistance immediately.
I DECLARE THE FOLLOWING UNDER PEN	IALTY OF PERJUR	Y:	

- 1. My name is (specify): Asya Weston
- 2. I reside at (street address, unit no., city and ZIP code):

800 J street unit 414 Sacramento, CA 95814

3. The address of "the premises" subject to this claim is (address):

800 J street unit 414 Sacramento CA 95814

Check here if this property was foreclosed on.	
A On (inpact data): azuzunaa	the owner landlard, or the landlard's outherized egent fi

- 4. On (insert date): 07/17/2024 , the owner, landlord, or the landlord's authorized agent filed a complaint to recover possession of the premises. (This date is in the accompanying Writ of Possession.)
- 5. I occupied the premises on the date the complaint was filed (the date in item 4). I have continued to occupy the premises ever since.
- 6. I was at least 18 years of age on the date the complaint was filed (the date in item 4).
- 7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (the date in item 4).
- 8. I was not named in the Writ of Possession.
- 9. I understand that if I make this claim of possession, a court hearing will be held to decide whether my claim will be granted.
- 10. (Filing fee) To obtain a court hearing on my claim, I understand that after I present this form to the levying officer I must go to the court and pay a filing fee of \$50.00 or file with the court "Application for Waiver of Court Fees and Costs." I understand that if I don't pay the filing fee or file the form for waiver of court fees within 2 court days, the court will immediately deny my claim.
- 11. (Immediate court hearing unless you deposit 15 days' rent) To obtain a court hearing on my claim, I understand I must also present a copy of this completed complaint form or a receipt from the levying officer. I also understand the date of my hearing will be set immediately if I do not deliver to the court an amount equal to 15 days' rent.

(Continued on reverse)

					CP10
Plaintiff:	WIP 800 J Lofts, L.P.		CASE N		
Defendant:	Asya Weston			24UD000805	
the court	my claim in the following manner (check the box the a copy of the claim form or a levying officer's receipt presented this claim form to the sheriff, marshal, court the following: (1) a copy of this completed claim form a pauperis, and (3) an amount equal to 15 day	ot): or other levying officer, AN nim form or a receipt, (2) th	ID within	n two court days I shall o	deliver to the
b	I presented this claim form to the sheriff, marshal, court (1) a copy of this completed claim form or a repauperis.  : Do not take a copy of this claim form to the complete claim form to the claim form to the complete claim form to the claim form	or other levying officer, AN eceipt, and (2) the court fil	ling fee	or form for proceeding i	n forma
	or other levying officer.	-			
	(To be co	mpleted by the court)			
	of hearing: Time: ress of court:	Dept.	or Div.:	Room:	
	NOTICE: If you fail to appear at this hea	aring you will be evicted w	ithout fu	urther hearing.	
3. Rental a	greement. I have (check all that apply to you):				
a	an oral rental agreement with the landlord.				
b. 🔀	a written rental agreement with the landlord.				
c. 🗀	an oral rental agreement with a person other than	the landlord.			
d	a written rental agreement with a person other tha				
е	a rental agreement with the former owner who los	t the property through fore	closure		
f	other (explain):				
declare und	er penalty of perjury under the laws of the State of	California that the foregoin	ng is tru	e and correct.	
	WARNING: Perjury is a felony pur				,
Date: 12/17/24		· ha	ah	Verified by pdfFiller 12/17/2024	
	Asya Weston (TYPE OR PRINT NAME)	<i>y</i> 24 24 24	(SIGNA	TURE OF CLAIMANT)	
	<b>NOTICE:</b> If your claim to possession is found will be determined at trial. At trial, you may be damages.	I to be valid, the unlawful on found liable for rent, costs	detainer s, and, i	action against you in some cases, treble	
	— NOTICE 1	O OCCUPANTS —			
	ACT AT ONCE if all the following are true:				
	NOT named, in the accompanying form called V				
2. You occ	upled the premises on or before the date the un	lawful detainer (eviction	) actior	n was filed; and	
4. A Prejud	occupy the premises. Igment Claim of Right to Possession form was	NOT served with the Sun	nmons	and Complaint, OR yo	u are being
	due to foreclosure.				
	complete and SUBMIT THIS CLAIM FORM	office located at (address):			
(i) Bet	ore the date of eviction at the sheriff's or marshal's o	omice localed at (address):	•		
	at the premises at the time of the eviction. (Give the				annot nay the
	complete and submit this form (and pay a filing fee ILL BE EVICTED along with the parties named in t		ang m	ionna paupens ii you ca	annot pay the
	m is properly filed, A HEARING WILL BE HELD to		lo not ar	opear at the hearing, vo	u will be
	out a further hearing.	goolgo your olaini. Ii you u	o. a	open at the floating, jo	

CP10 [Rev. July 1, 2017]

CLAIM OF RIGHT TO POSSESSION AND NOTICE OF HEARING

Save this form



Page two

Resident Cedger: 25-CV-D2364-DJC GKD Movembernt of Filed 09/05/25P Gold populary

THE WILLE CONTRACT

Date: 12/10/2024

\*\* Currears paid in full

The property of the populary of the populary

				C. 2 1071	1 9 01	1 20
Code	t0971004	Property	53097	Lease From	12/04/2023	
Name	Asya Weston	Unit	0414	Lease To	12/03/2024	
Address	800 J Street	Status	Current	Move In	12/04/2023	
	# 0414	Rent	2227.00	Move Out		
City	Sacramento, CA 95814	Phone (H)		Phone (W)	(916) 753-8853	

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
11/22/2023	appf	Application Fee (Asya Weston)	52.00		52.00	<u>57441581</u>
11/22/2023	dep	Deposit (Asya Weston)	200.00		252.00	<u>57441582</u>
11/22/2023		chk# 214950106 Debit Card On-Line Payment; Web - Online Leasing		252.00	0.00	<u>32665571</u>
12/04/2023	dep	Security Deposit	500.00		500.00	<u>57500127</u>
12/04/2023	gar	Parking Space - 2nd Floor for 28 days	203.23		703.23	<u>57500128</u>
12/04/2023	rent	Rent for 28 days	2,011.48		2,714.71	<u>57500129</u>
12/05/2023	gar	Garage Rental 27 days	174.19		2,888.90	<u>57500371</u>
12/08/2023		chk# 0205 :CHECKscan Payment NSFed by ctrl# 32682633 Insufficient funds		2,800.00	88.90	<u>32681497</u>
12/11/2023	stor	Storage 21 days	27.10		116.00	<u>57500621</u>
12/11/2023	stor	Storage 21 days	27.10		143.10	<u>57500624</u>
12/13/2023	nsff	Returned check charge	35.00		178.10	<u>57501389</u>
12/13/2023		chk# 0205 NSF receipt Ctrl# 32681497 Insufficient funds		(2,800.00)	2,978.10	<u>32682633</u>
12/15/2023		chk# 40220494822718 :CHECKscan Payment		1,000.00	1,978.10	<u>32683304</u>
12/15/2023		chk# 40220494822700 :CHECKscan Payment		1,000.00	978.10	<u>32683305</u>
12/15/2023		chk# 40220494822727 :CHECKscan Payment		200.00	778.10	<u>32683306</u>
12/18/2023		chk# 40220494822934 :CHECKscan Payment		300.00	478.10	<u>32683806</u>
12/18/2023		chk# 40220494822925 :CHECKscan Payment		300.00	178.10	<u>32683807</u>
01/01/2024	gar	Garage Rental (01/2024)	200.00		378.10	<u>57519637</u>
01/01/2024	rent	Rent (01/2024)	2,227.00		2,605.10	<u>57519805</u>
01/01/2024	stor	Storage (01/2024)	40.00		2,645.10	<u>57519958</u>
01/01/2024	uconc	8 Weeks of Free Rent	(2,227.00)		418.10	<u>57565917</u>
01/04/2024	late	Late Fees	100.00		518.10	<u>57564668</u>
01/04/2024	late	Reversal of late fee	(100.00)		418.10	<u>57785816</u>
02/01/2024	roth	Amenity Fee - 12/04/23-12/31/23	1.13		419.23	<u>57574004</u>
02/01/2024	utsf	CAM Fee - 12/04/23-12/31/23	1.25		420.48	<u>57574005</u>
02/01/2024	rele	HVAC - 12/04/23-12/31/23	10.44		430.92	<u>57574006</u>
02/01/2024	rele	Reimbursed Electric - 2 - 12/04/23-12/31/23	26.11		457.03	<u>57574007</u>
02/01/2024	rpes	Reimbursed Pest Control - 12/04/23-12/31/23	1.35		458.38	<u>57574008</u>
02/01/2024	rsew	Reimbursed Sewer - 12/04/23-12/31/23	48.21		506.59	<u>57574009</u>
02/01/2024	rtra	Reimbursed Trash - 12/04/23-12/31/23	15.60		522.19	57574010
02/01/2024	rwat	Reimbursed Water - 12/04/23-12/31/23	7.17		529.36	<u>57574011</u>
02/01/2024	utsf	Utility Admin Fee - 12/04/23-12/31/23	4.25		533.61	<u>57574012</u>
02/01/2024	gar	Garage Rental (02/2024)	200.00			<u>57585427</u>
02/01/2024	rent	Rent (02/2024)	2,227.00			<u>57585597</u>
02/01/2024	stor	Storage (02/2024)	40.00			<u>57585748</u>
02/01/2024	rent	Last 4 Weeks of 8 Weeks of Free Rent	(2,227.00)			<u>57636052</u>
02/04/2024	late	Late Fees	100.00			<u>57630457</u>
02/04/2024	late	Reverse Late Fee	(100.00)			<u>57636058</u>
02/14/2024	gar	Garage Rental Credit for 15 days	(103.45)		670.16	<u>57636051</u>
03/01/2024	roth	Amenity Fee - 01/01/24-01/31/24	1.25			<u>57641797</u>
03/01/2024	utsf	CAM Fee - 01/01/24-01/31/24	1.38			<u>57641798</u>
03/01/2024	rele	HVAC - 01/01/24-01/31/24	27.58			<u>57641799</u>
03/01/2024	rele	Reimbursed Electric - 2 - 01/01/24-01/31/24	28.93			<u>57641800</u>
03/01/2024	rpes	Reimbursed Pest Control - 01/01/24-01/31/24	1.50			<u>57641801</u>
03/01/2024	rsew	Reimbursed Sewer - 01/01/24-01/31/24	56.85		787.65	<u>57641802</u>

,,						<u></u>
03/01/2024			_ /O7.68			57641804
03/01/2024		Reimbursed Water -01/01/24-01/31/24 Document 6 Filed 09/0 Utility Admin Fee - 01/01/24-01/31/24	3/23 <sub>4.25</sub>	Page 27	823.18	57641805
03/01/2024		Rent (03/2024)	2,227.00		3,050.18	57653297
03/01/2024	stor	Storage (03/2024)	40.00			57653450
		Late Fees	100.00			57698263
03/04/2024			(100.00)			57785817
03/04/2024	late	Reversal of late fee	(100.00)	2 444 96		
03/05/2024		chk#:ACH-WEB Online Payment - EFT Payment. Web - Resident Services	.==	2,444.86		32744233
03/19/2024	keys		175.00			<u>57704626</u>
04/01/2024	roth	Amenity Fee - 02/01/24-02/29/24	1.25	V		<u>57709552</u>
04/01/2024	utsf	CAM Fee - 02/01/24-02/29/24	, 1.38			<u>57709553</u>
04/01/2024	rele	HVAC - 02/01/24-02/29/24	29.15		852.10	<u>57709554</u>
04/01/2024	rele	Reimbursed Electric - 2 - 02/01/24-02/29/24	28.95		881.05	<u>57709555</u>
04/01/2024	rpes	Reimbursed Pest Control - 02/01/24-02/29/24	1.50		882.55	<u>57709556</u>
04/01/2024	rsew	Reimbursed Sewer - 02/01/24-02/29/24	57.65		940.20	<u>57709557</u>
04/01/2024	rtra	Reimbursed Trash - 02/01/24-02/29/24	18.04		958.24	57709558
04/01/2024	rwat	Reimbursed Water - 02/01/24-02/29/24	7.41		965.65	57709559
04/01/2024	utsf	Utility Admin Fee - 02/01/24-02/29/24	4.25			57709560
04/01/2024	rent	Rent (04/2024)	2,227.00			57721167
<del></del>			40.00			57721326
04/01/2024	stor	Storage (04/2024)	100.00			57766817
04/04/2024	late	Late Fees	100.00	2 626 66		
04/24/2024		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,626.60		32772870
05/01/2024		Amenity Fee - 03/01/24-03/31/24	1.25			57778726
05/01/2024	utsf	CAM Fee - 03/01/24-03/31/24	1.38			<u>57778727</u>
05/01/2024	rgas	HVAC - 03/01/24-03/31/24	23.50		736.43	<u>57778728</u>
05/01/2024	rele	Reimbursed Electric - 2 - 03/01/24-03/31/24	28.77		765.20	<u>57778729</u>
05/01/2024	rele	Reimbursed Electricity - 02/09/24-03/06/24	133.34		898.54	<u>57778730</u>
05/01/2024	roth	Reimbursed Other - 02/09/24-03/06/24	50.00		948.54	57778731
05/01/2024	rpes	Reimbursed Pest Control - 03/01/24-03/31/24	1.50		950.04	57778732
05/01/2024	rsew	Reimbursed Sewer - 03/01/24-03/31/24	56.28		1,006.32	57778733
05/01/2024	rtra	Reimbursed Trash - 03/01/24-03/31/24	21.22			57778734
05/01/2024	rwat	Reimbursed Water - 03/01/24-03/31/24	7.78			57778735
05/01/2024	utsf	Utility Admin Fee - 03/01/24-03/31/24	4.25			57778736
			2,227.00			57789026
05/01/2024	rent	Rent (05/2024)	40.00			57789186
05/01/2024	stor	Storage (05/2024)			<del></del>	
05/04/2024	late	Late Fees	100.00	2 422 70		57837401
05/08/2024		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services	4.05	2,422.70		32789915
06/01/2024		Amenity Fee - 04/01/24-04/30/24	1.25			57847543
06/01/2024		CAM Fee - 04/01/24-04/30/24	1.38			<u>57847544</u>
06/01/2024	rgas	HVAC - 04/01/24-04/30/24	6.46			<u>57847545</u>
06/01/2024	rele	Reimbursed Electric - 2 - 04/01/24-04/30/24	25.89		1,018.85	<u>57847546</u>
06/01/2024	rele	Reimbursed Electricity - 03/07/24-04/04/24	123.77			<u>57847547</u>
06/01/2024	roth	Reimbursed Other - 03/07/24-04/04/24	50.00		1,192.62	57847548
06/01/2024	rpes	Reimbursed Pest Control - 04/01/24-04/30/24	1.50		1,194.12	57847549
06/01/2024	rsew	Reimbursed Sewer - 04/01/24-04/30/24	56.40		1,250.52	57847550
06/01/2024	rtra	Reimbursed Trash - 04/01/24-04/30/24	22.59		1,273.11	57847551
06/01/2024	rwat	Reimbursed Water - 04/01/24-04/30/24	7.32			57847552
06/01/2024	utsf	Utility Admin Fee - 04/01/24-04/30/24	4.25			57847553
06/01/2024	rent	Rent (06/2024)	2,227.00			57859344
	<del> </del>	Storage (06/2024)	40.00			57859508
06/01/2024	stor		100.00	<u> </u>		57907876
06/04/2024	late	Late Fees	1.25			57922353
07/01/2024		Amenity Fee - 05/01/24-05/31/24				
07/01/2024	utsf	CAM Fee - 05/01/24-05/31/24	1.38			57922354
07/01/2024	rgas	HVAC - 05/01/24-05/31/24	1.98	<u> </u>		57922355
07/01/2024	rele	Reimbursed Electric - 2 - 05/01/24-05/31/24	23.33			<u>57922356</u>
07/01/2024	rele	Reimbursed Electricity - 04/05/24-05/03/24	98.87			<u>57922357</u>
07/01/2024	roth	Reimbursed Other - 04/05/24-05/03/24	50.00			<u>57922358</u>
07/01/2024	rpes	Reimbursed Pest Control - 05/01/24-05/31/24	1.50		3,829.99	<u>57922359</u>
07/01/2024	rsew	Reimbursed Sewer - 05/01/24-05/31/24	56.16		3,886.15	57922360
07/01/2024	rtra	Reimbursed Trash - 05/01/24-05/31/24	18.10			57922361
07/01/2024	rwat	Reimbursed Water - 05/01/24-05/31/24	8.30			57922362
07/01/2024		Utility Admin Fee - 05/01/24-05/31/24	4.25	· · · · · · · · · · · · · · · · · · ·		57922363
07/01/2024	utsi	Ounty Admitt Fee - 03/01/24-03/31/24	7.23		3,310.00	37322303

,,		(0., -0)	-,		0,100.00	<del></del>
07/01/2024	stor	Storage (07/2024)	40.00	Dago 29		<u>57934275</u>
07/04/2024		25 GV DOCUMENT 6 Filed 09/0		Page 28		
08/01/2024	roth	Amenity Fee - 06/01/24-06/30/24	1.25			<u>57992868</u>
08/01/2024	utsf	CAM Fee - 06/01/24-06/30/24	1.38		6,286.43	<u>57992869</u>
08/01/2024	rgas	HVAC - 06/01/24-06/30/24	0.26		6,286.69	<u>57992870</u>
08/01/2024	rele	Reimbursed Electric - 2 - 06/01/24-06/30/24	24.74		6,311.43	57992871
08/01/2024	rele	Reimbursed Electricity - 05/04/24-06/04/24	130.29		6,441.72	57992872
08/01/2024		Reimbursed Other - 05/04/24-06/04/24	50.00			57992873
08/01/2024		Reimbursed Pest Control - 06/01/24-06/30/24	1.50			57992874
08/01/2024	rsew	Reimbursed Sewer - 06/01/24-06/30/24	55.28			57992875
08/01/2024		Reimbursed Trash - 06/01/24-06/30/24	17.33			57992876
			9.29			57992877
08/01/2024		Reimbursed Water - 06/01/24-06/30/24			_	57992878
08/01/2024		Utility Admin Fee - 06/01/24-06/30/24	4.25			
08/01/2024		Rent (08/2024)	2,227.00			58006331
08/01/2024	stor	Storage (08/2024)	40.00			58006497
08/03/2024		chk# 19558630400				<u>32856783</u>
08/03/2024		chk# 19647609582				<u>32856787</u>
08/03/2024		chk# 19662859598		500.00	7,796.37	32856789
08/03/2024		chk# 19662859599		500.00	7,296.37	32856790
08/03/2024		chk# 19647609583		500.00	6,796.37	32856791
08/03/2024		chk# 19647609586				32856793
08/03/2024		chk# 19647609584				32856795
08/03/2024		chk# 19647609585				32856797
08/04/2024	late	Late Fees	100.00	500.00		58057365
	late	chk# 40195586308757 :CHECKscan Payment	100.00	500.00		32861152
08/09/2024						32861153
08/09/2024		chk# 40195586308748 :CHECKscan Payment				
08/09/2024		chk# 40195586308730 :CHECKscan Payment				32861154
08/09/2024		chk# 40195586308721 :CHECKscan Payment				<u>32861155</u>
08/09/2024		chk# 40195586308712 :CHECKscan Payment		500.00		<u>32861156</u>
09/01/2024		Amenity Fee - 07/01/24-07/31/24	1.25			<u>58069255</u>
09/01/2024	utsf	CAM Fee - 07/01/24-07/31/24	1.38		2,899.00	<u>58069256</u>
09/01/2024	rgas	HVAC - 07/01/24-07/31/24	0.25		2,899.25	<u>58069257</u>
09/01/2024	rele	Reimbursed Electric - 2 - 07/01/24-07/31/24	33.87		2,933.12	<u>58069258</u>
09/01/2024	rele	Reimbursed Electricity - 06/05/24-07/03/24	158.32		3,091.44	<u>58069259</u>
09/01/2024	roth	Reimbursed Other - 06/05/24-07/03/24	50.00		3,141.44	58069260
09/01/2024	rpes	Reimbursed Pest Control - 07/01/24-07/31/24	1.50		3,142.94	58069261
09/01/2024	rsew	Reimbursed Sewer - 07/01/24-07/31/24	57.54		3,200.48	58069262
09/01/2024	rtra	Reimbursed Trash - 07/01/24-07/31/24	18.04			58069263
09/01/2024		Reimbursed Water - 07/01/24-07/31/24	9.04			58069264
09/01/2024		Utility Admin Fee - 07/01/24-07/31/24	4.25			58069265
						58080863
09/01/2024		Rent (09/2024)	2,227.00			
09/01/2024		Storage (09/2024)	40.00			58081027
09/04/2024	late	Late Fees	100.00			58134187
09/06/2024		chk# 40196708262077 :CHECKscan Payment				32884004
09/06/2024		chk# 40196708262086 :CHECKscan Payment				<u>32884005</u>
09/18/2024		chk# 19670826810				<u>32887648</u>
09/18/2024		chk# 19670826811				<u>32887649</u>
09/18/2024		chk# 19670826805		500.00	3,098.81	<u>32887650</u>
09/18/2024		chk# 19670826806		500.00	2,598.81	32887651
09/18/2024		chk# 19670826807		500.00	2,098.81	<u>32887652</u>
09/18/2024		chk# 19670826808				32887654
09/18/2024		chk# 19670826809				32887657
10/01/2024	roth	Amenity Fee - 08/01/24-08/31/24	1.25			58146699
10/01/2024	utsf	CAM Fee - 08/01/24-08/31/24	1.38			58146700
			0.26			58146701
10/01/2024		HVAC - 08/01/24-08/31/24  Reimburged Florities 2 08/01/24 08/21/24				
10/01/2024		Reimbursed Electric - 2 - 08/01/24-08/31/24	43.39			58146702
10/01/2024		Reimbursed Electricity - 07/04/24-08/02/24	181.42			58146703
10/01/2024	roth	Reimbursed Other - 07/04/24-08/02/24	50.00			<u>58146704</u>
10/01/2024	rpes	Reimbursed Pest Control - 08/01/24-08/31/24	1.50		1,378.01	<u>58146705</u>
10/01/2024						
10/01/2024	rsew	Reimbursed Sewer - 08/01/24-08/31/24	59.20 17.25			58146706 58146707

,,					_,	
10/01/2024	utsf	Utility Admin Fee - 08/01/24-08/31/24  Rent (10/2024) 4-DJC-CKD Document 6 Filed 09/09	4.25	200 20		<u>58146709</u>
10/01/2024	refit '	Rent (10/2024)4-DJC-CRD DOCUMENT O Filed 09/0.	2,227.00	age 29	3,698.14	<u>58161144</u>
10/01/2024	stor	Storage (10/2024)	40.00		3,738.14	<u>58161312</u>
10/04/2024	late	Late Fees	100.00		3,838.14	<u>58212465</u>
10/09/2024		chk# 19690367200		500.00	3,338.14	<u>32909638</u>
10/09/2024		chk# 19559307599		500.00	2,838.14	<u>32909643</u>
10/09/2024		chk# 19559307597		500.00	2,338.14	<u>32909644</u>
10/09/2024		chk# 19559307598		500.00	1,838.14	<u>32909645</u>
10/09/2024		chk# 19690367201		400.00	1,438.14	<u>32909646</u>
10/14/2024	legl	Eviction Fees :Reversed by Charge Ctrl# 58295482	1,765.00		3,203.14	<u>58217427</u>
10/26/2024	- /	chk# 19697110309		500.00	2,703.14	<u>32915418</u>
10/26/2024		chk# 1967110310		500.00	2,203.14	<u>32915419</u>
11/01/2024	roth	Amenity Fee - 09/01/24-09/30/24	1.25		2,204.39	<u>58223745</u>
11/01/2024	utsf	CAM Fee - 09/01/24-09/30/24	1.38		2,205.77	<u>58223746</u>
11/01/2024	rgas	HVAC - 09/01/24-09/30/24	0.27		2,206.04	<u>58223747</u>
11/01/2024	rele	Reimbursed Electric - 2 - 09/01/24-09/30/24	49.06		2,255.10	<u>58223748</u>
11/01/2024	rele	Reimbursed Electricity - 08/03/24-09/03/24	150.05		2,405.15	<u>58223749</u>
11/01/2024	roth	Reimbursed Other - 08/03/24-09/03/24	50.00		2,455.15	<u>58223750</u>
11/01/2024	rpes	Reimbursed Pest Control - 09/01/24-09/30/24	1.50		2,456.65	58223751
11/01/2024	rsew	Reimbursed Sewer - 09/01/24-09/30/24	59.43		2,516.08	<u>58223752</u>
11/01/2024	rtra	Reimbursed Trash - 09/01/24-09/30/24	18.43		2,534.51	58223753
11/01/2024	rwat	Reimbursed Water - 09/01/24-09/30/24	11.57		2,546.08	58223754
11/01/2024	utsf	Utility Admin Fee - 09/01/24-09/30/24	4.25		2,550.33	58223755
11/01/2024	rent	Rent (11/2024)	2,227.00		4,777.33	58237811
11/01/2024	stor	Storage (11/2024)	40.00		4,817.33	<u>58237978</u>
11/04/2024	late	Late Fees	100.00		4,917.33	58290754
11/13/2024	legl	:Reverse Charge Ctrl#58217427	(1,765.00)		3,152.33	58295482
12/01/2024	roth	Amenity Fee - 10/01/24-10/31/24	1.25		3,153.58	<u>58302779</u>
12/01/2024	utsf	CAM Fee - 10/01/24-10/31/24	1.38		3,154.96	58302780
12/01/2024	rgas	HVAC - 10/01/24-10/31/24	0.25		3,155.21	58302781
12/01/2024	rele	Reimbursed Electric - 2 - 10/01/24-10/31/24	47.84		3,203.05	58302782
12/01/2024	rele	Reimbursed Electricity - 09/04/24-10/02/24	154.12		3,357.17	58302783
12/01/2024	roth	Reimbursed Other - 09/04/24-10/02/24	50.00		3,407.17	58302784
12/01/2024	rpes	Reimbursed Pest Control - 10/01/24-10/31/24	1.50		3,408.67	58302785
12/01/2024	rsew	Reimbursed Sewer - 10/01/24-10/31/24	58.83		3,467.50	<u>58302786</u>
12/01/2024	rtra	Reimbursed Trash - 10/01/24-10/31/24	14.75		3,482.25	58302787
12/01/2024	rwat	Reimbursed Water - 10/01/24-10/31/24	10.38		3,492.63	58302788
12/01/2024	utsf	Utility Admin Fee - 10/01/24-10/31/24	4.25		3,496.88	58302789
12/01/2024	rent	Rent (12/2024)	2,227.00		5,723.88	58317182
12/01/2024	stor	Storage (12/2024)	40.00		5,763.88	
12/04/2024	late	Late Fees	100.00		5,863.88	58370136

Case 2:25-cv-02364-DJCEKHUJDJJJtt 6 Filed To Ny olloc	ion Revie
Superior Court of California, County of Sacramento Unlawful Detainer Division 301 Bicentennial Circle Sacramento, CA 95826-2701 - (916) 875-7746	FOR COURT USE ONLY FILED Superior Court of California County of Sacramento
CASE TITLE: WIP 800 J LOFTS, L.P., A CA vs WESTON	- 06/26/2025 K. Young, Deputy
JUDICIAL REVIEW AND ORDER ON DECLARATION OF NONCOMPLIANCE	CASE NUMBER: 24UD000805
Ort	Altro
The Court, having reviewed the Declaration of Compliance or Non Compliance, hereby ord  The application is GRANTED.  Plaintiff is entitled to possession. Writ to issue forthwith.  Found compliant with H&S Code § 50897.3(e)(2)  This is personal debt.	Core
[ ] The application shall be set for hearing.	
[ ] Clerk's office to schedule the hearing and notice the parties.	
[ ] The application is DENIED on the merits of the papers presented to the Court.	
[ ] The application is DENIED without prejudice to its resubmission for the following reason(s	):
[ ] Other orders:	
A 2	

Date: 06/26/2025

Stephen Lau, Judge

Superior Court of California, County of Sacramento, Unlawful Detainer Division

6

Exhibit & I

1 2 3 4	KIMBALL, TIREY & ST. JOHN LLP By: PATRICK CROWL ESQ. (State Bar No. 3 2300 Clayton Road, Suite 1350 Concord, CA 94520 925-469-1690 925-469-2655 (fax)	FILED Superior Court of California County of Sacramento 06/26/2025 K. Young, Deputy		
5	SUPERIOR COLLE	T OF CALIFORNIA		
6				
7		MILLER JUSTICE CENTER JUDICIAL		
8	DISTRICT			
9.	WIP 800 J LOFTS, L.P., A CALIFORNIA	Case No. 24UD000805		
10	LIMITED PARTNERSHIP	JUDGMENT AND ORDER		
11	Plaintiff, vs.			
12 .	Asya Weston , All Unnamed Occupants			
13	Defendant(s)			
14	DOES 1 TO 10 INCLUSIVE			
15	THE COURT, having considered the Settlement Agreement between the parties and			
16				
17	Declaration of Non-Compliance submitted herewith, being fully advised, and GOOD CAUSE			
. 18	APPEARING: Defendant(s) failed to comply with the Settlement Agreement in the above-			
19	entitled case. THEREFORE, the judgment is entered for Plaintiff and against Defendant(s) as			
20	follows:			
21	a) Plaintiff is awarded posse	ession of the premises located at 800 J Street,		
22	#414, Sacramento, CA 95814.			
23	b) Defendant(s) Asya Westo	on to pay Plaintiff \$3,812.16.		
24				
25	c) The rental agreement is f	orfeited.		
26	//			
27	//			
28 KIMBALL, TIREY & ST. JOHN LLP ATTORNEYS AT LAW	<i>//</i>	4		

d	ase 2:25-cv-02364-DJC-C	CKD Document 6	Filed 09/05/25	Page 32 of 115
1	d) Judg	ment includes all unna	amed occupants.	
2	e) Writ	s of possession to be i	ssued immediately	
3				
4	IT IS SO ORDERE  Date: 06/26/202			
5	VOJ 2 OJ 2 VZ	•	JUDGE OF THI Stephen La	E SUPERIOR COURT
6			Otephen L	au, ouage
7	·			
8	•			
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				. \ \ /

5

KIMBALL, TIREY & ST. JOHN LLP ATTORNEYS AT LAW Case 2:25-cv 2364-bac Ckbo Dodament 6 Filed 09/05/25 Page 33 of 115

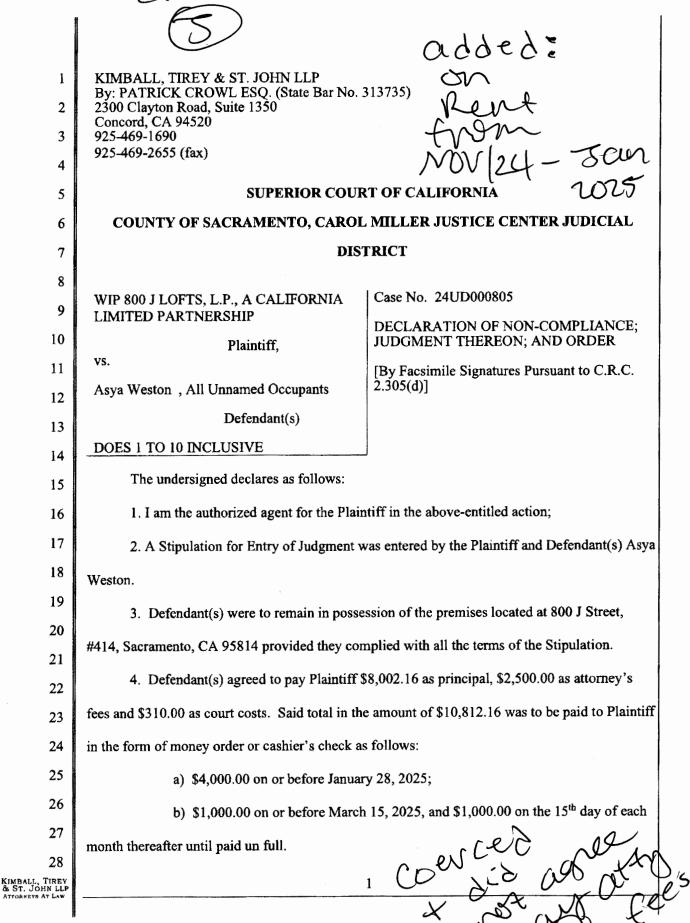


Exhibit J

28

KIMBALL, TIREY & St. John LLP

- 5. Commencing February 1, 2025 payment of rent would have been due according to the lease agreement, after which, any monies paid in any given month would first be applied to rent, and then to any stipulation payment herein.
- 6. If Defendant(s) failed to comply with any of the terms of the Stipulation, then Plaintiff's attorney would submit a Declaration of Non-Compliance. Upon Defendant(s) noncompliance with the terms of the Stipulation, the lease would be forfeited and Plaintiff would be entitled to a judgment for any remaining balance due under the Stipulation, plus holdover damages, if any and a writ for possession of the subject premises would issue immediately.
- 7. Defendant(s) waived any and all rights to a noticed motion and/or right to a hearing on the entry of a judgment pursuant to the Stipulation.
- 8. Defendant(s) agreed to leave the premises in good repair and clean condition according to California law. Defendant(s) relinquished any and all rights to any personal property left behind in the unit upon vacating. Plaintiff would dispose of said property forthwith.
- 9. Any security deposit held by Plaintiff would be accounted for according to California law.
- 10. Plaintiff was to file a dismissal with prejudice upon Defendant(s) full compliance with the terms of the Stipulation.
- 11. Time is of the essence with respect to all provisions of this stipulation. This provision shall be interpreted in its strictest sense, with any failure to perform any requirement set forth herein on or before the date upon which performance is due, even if the performance is late by only a single day, resulting in the relief upon default set forth above without regard to the relative hardship to the parties.
- 12. I have personal knowledge that the Defendant(s) paid a total of \$7,000.00 towards the Stipulation. Defendant(s) failed to comply with said Stipulation as follows: Defendant(s) failed

KIMBALL, TIREY & ST. JOHN LLP ATTORNBYS AT LAW to pay \$1,000.00 on or before June 15, 2025 pursuant to the Stipulation. Defendant(s) are still in possession of the premises.

13. Facsimile signatures shall be deemed originals, per California Rules of Court, Rule
2.305(d), and that this Declaration of Non-Compliance may be executed in counterparts as
circumstances require and shall be deemed fully enforceable upon execution of all parties hereto.

THEREFORE, Plaintiff requests judgment be entered for the total unpaid balance of \$3,812.16 and a writ of possession to be issued immediately.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct dated this 16<sup>th</sup> day of June 2025.

WIP 800 J LOFTS, L.P., A CALIFORNIA LIMITED

PARTNERSHIP Agent for Plaintiff

By: \_\_



1 2 3 4	KIMBALL, TIREY & ST. JOHN LLP By: PATRICK CROWL ESQ. (State Bar No. 313735) 2300 Clayton Road, Suite 1350 Concord, CA 94520 925-469-1690 925-469-2655 (fax)				
5	SUPERIOR COURT OF CALIFORNIA				
6	COUNTY OF SACRAMENTO, CAROL MILLER JUSTICE CENTER JUDICIAL				
7	DISTRICT				
8					
9	WIP 800 J LOFTS, L.P., A CALIFORNIA	Case No. 24UD000805			
10	LIMITED PARTNERSHIP	JUDGMENT AND ORDER			
11	Plaintiff, vs.				
12	Asya Weston, All Unnamed Occupants				
13	Defendant(s)				
14	DOES 1 TO 10 INCLUSIVE				
15	THE COURT, having considered the Sett	ilement Agreement between the parties and			
16					
17	Declaration of Non-Compliance submitted herewith, being fully advised, and GOOD CAUSE				
18	APPEARING: Defendant(s) failed to comply wit	th the Settlement Agreement in the above-			
19	entitled case. THEREFORE, the judgment is entered for Plaintiff and against Defendant(s) as				
20	follows:				
21	a) Plaintiff is awarded posses	sion of the premises located at 800 J Street,			
22	#414, Sacramento, CA 95814.				
23					
24					
25	c) The rental agreement is for	metted.			
26					
27	//				
28	//				
LL, TIREY JOHN LLP EVS AT LAW	4				

1	d)	Judgment includes all unnamed occupants.
2	e)	Writs of possession to be issued immediately.
3	IT IS SO OF	RDERED.
4	Date:	JUDGE OF THE SUPERIOR COURT
5		
6		
7		
8		
9		
. 10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21 22		
23		
24		
25		
26		
27		
28		
KIMBALL, TIREY & ST. JOHN LLP ATTORNEYS AT LAW		5



SUPERIOR COURT OF CALIFORNIA **County of Sacramento** 720 Ninth Street, Room 102 Sacramento, CA 95814-1380 (916) 874-5522—Website www.saccourt.com For Court Use Only

Attorney or Party Without Attorney (Name and Address):

Asya Weston

800 J Street unit #414

Sacramento, Ca 95814

Telephone No. 323-607-2207

Plaintiff: WIP 800 J Lofts, a California Limited Partnership

Defendant: Asya Weston

Case Number:

24UD000805

## **Notice of Appeal** (Limited Civil Case)

Asya Y. Weston
risya 1. Weston
(Name of person filing the appeal)
in the above-entitled action hereby appeals to the Appellate Division of the Superior Cour of California, County of Sacramento, from the judgement and post judgment orders entered in the unlawful detainer action, including the denial of my
Motion to Vacate and Stay
(Judgment, order, or conviction appealed from)
entered in the above-named court on August 5, 2025 (enter date)
in favor of WIP 800 J Lofts, a California Limited Partnership  (Name of other party)
Dated: 8/5/2025
Asya Weston
(Type or print name) (Signature of Appellant)

Notice of Appeal (Limited Civil Case)

CV\E-MU-17 (Rev 9.1.2006)

Case 7:25-00/02/64 D.C-CKD Document 6 Filed 09/05/25 Page 89 of 115			
O. 5. 2025			
OS Darte OPP JENION AUG 05 2025			
DEFENDANT'S(S') DECLARATION IN SUPPORT OF			
EX PARTE APPLICATION FOR ORDER STAYING EXECUTION Deputy Clerk			
WRIT OF POSSESSION			
I/we, defendant(s), [name(s)]			
hereby declare under penalty of perjury under the laws of the State of California that the			
following is true and correct:			
I/We have personal knowledge of the facts attested to herein.			
2. I/We am/are the defendant(s) in the instant action.			
3. An eviction is set for [date] 8.5.25			
4. [Check all that apply]:			
[ 4a. If the writ of possession is executed on the scheduled date, I will be forced			
to vacate my home before I can find another place to live.			
[ ) b. My inability to find another place to live is due to a hardship that I suffer.			
[ ] In addition, [describe hardship]			
I carret apport to be			
asplaced. I have a			
Child of Coccess and			
Thornes are a stance			
11) do 1000 1000 1000 1000 1000 1000 1000 1			
Laison de la la P			
and more to add to			
al board source the			
and the more			
H 60 DU 700 O:			
I need to be the			
appeal.			
PAGE 3 OF 9			
Ex Parte Application For Stay Of Execution Of Writ Of Possession (CCP § 918(a))			
11			

exhib L



1	I am appealing the denial	
2	of the motions to vacate	b
3	Judgement and for	
4	qualienent atself. I	
5	udo ist quen a fair	
6	opportunity to be heard	
1	prisent levidence ox	
7	que testimony as I was	
8	under severo pressure.	
9		
10	I respectfully ask the court	
11	to stay the obecution to allow t	me
12	5. [ ] a. I and willing to provide monetary compensation equal to the daily rate	Ila to
13	alleged in the complaint for the duration of the stay. This will prevent the plaintiff from	nace
14	suffering a loss. The alleged daily rate of the property is \$ per day.	Was.
15	[ ] b. Payment of rent at the rate alleged in the complaint during the stay is not	
16	just because:	
[	I am able to pay the	
17	Stay weekly The guelyma	rh
18	is norsh and under talse infor	motu
19	But, I/we am willing to provide monetary compensation for the time beyond ne	2
20	lockout date equal to \$ per day.	
21		
22	1. 0 —	
23	Dated: 8.5.25 Declarant	
24		-
25		
26		
- 1		

Case 2:25-cv-02364-DJC-CKD Document 6 Filed 09/05/25 Page 40 of 115

PAGE 4 OF 9

27

28

Ex Parte Application For Stay Of Execution Of Writ Of Possession (CCP § 918(a))



AUG 0 5 2025

# DECLARATION REGARDING EX PARTE NOTICE

4	·					
3	[ ] I notified plaintiff(s) / plaintiff's(s') attorney of the intent to seek this order on					
4	[date] 8.5.25 at [time] 0800.					
5	Notice was delivered [ ] personally on the phone / [ ] by leaving a voice message /					
6	[ ] by sending an email to the address of record.					
	The notice contained that I would be presenting this ex parte application for an order					
7	staying enforcement of judgment by writ of possession, at Carol Miller Justice Center,					
9	301 Bicentennial Circle, room 200, Sacramento, CA 95826 on: [date]					
0						
	This is an unlawful detainer case, and this notice is reasonable under CRC 3.1203(b)					
1	because there are only five days between the service of the Sheriff's Notice to Vacate					
2	and the eviction date set for: 8.5.25					
3	Plaintiff's(s') / plaintiff's(s') attorney response to the notice was:					
4						
5	[ ] Plaintiff opposition is [ ] expected / [ not expected.					
6	OR					
7						
8	I In good faith, I attempted to inform the plaintiff(s) or plaintiff's(s') attorney that I					
9	would be filing this ex parte application for an order staying enforcement of judgment by					
0	writ of possession, but was unable to do so. I telephoned plaintiff(s) or plaintiff's(s')					
1	attorney on [date] at [time],					
	and .					
22						
23	I declare under penalty of periury under the laws of the State of California that the					
4	I declare under penalty of perjury under the laws of the State of California that the					
25	foregoing is true and correct.					
6	Dated: 8.5.25 Aueston					
7	Declarant					
8	PAGE 5 OF 9					
	The state of the s					

Ex Parte Application For Stay Of Execution Of Writ Of Possession (CCP § 918(a))



1 2

3

4 5

7 8

6

9 10

11 12

13 14

15 16

17

18 19

20 21

22 23

24 25

26

27

28

## STATEMENT OF FACTS

APPLICATION FOR ORDER STAYING EXECUTION OF WRIT OF POSSESSSION

Please see: declaration(s) in support of Ex Parte Application for Order Staying Execution of Writ of Possession, Code of Civil Procedure §918(a).

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF EX

#### III. ARGUMENT

## A. THE COURT IS ALLOWED TO GRANT DISCRETIONARY STAYS OF EXECUTION OF ANY JUDGMENT WHERE A HARDSHIP EXISTS

Code of Civil Procedure section 918(a) reads, "the trial court may stay the enforcement of any judgment or order." This is true whether or not an appeal is prosecuted. (Code Civ. Proc. § 918(c).) The court may do so without the consent of the adverse party for a period of at least 40 days in limited civil cases. (Code Civ. Proc. § 918(b), CRC Rule 8.822(a)(1)(a).) This time frame is based on Code of Civil Procedure section 918(b) allowing the court to grant a stay up to 10 days beyond the last date an appeal may be filed, which is 30 days from the mailing of the notice of entry of judgment, or 90 days after entry of judgment, whichever is earlier. (California Rules of Court, Rule 8.822(a).)

The court should allow defendant(s) additional time because of the hardship described in defendant's(s') declaration(s). In Industrial Indemnity Co. v. Levine (1975) 49 Cal.App.3d 698, 700, the court stated, "[a] stay of execution granted under the Code of Civil Procedure section 681, subdivision (1) [now section 918, subdivision (a)] is used to allow the judgment debtor time to gather his resources so that the judgment may be satisfied without unnecessary hardship." Therefore, a stay should be granted because defendant(s) has/have demonstrated hardship warranting additional time.

Ex Parte Application For Stay Of Execution Of Writ Of Possession (CCP § 918(a))



4

7

10

## B. THE STAY WILL NOT CAUSE THE PLAINTIFF(S) UNDUE BURDEN BECAUSE THE COURT MAY ORDER THE DEFENDANT(S) TO PAY THE PER DIEM RENT FOR THE PERIOD OF THE STAY

To prevent a burden on the plaintiff by the granting of a stay, the court may require the defendant to pay a per diem rent. In Medford v. Superior Court, (1983) 140 Cal.App.3d 236, 240, disapproved on another ground in Levine v. Pollack (1995) 37 Cal.App.4th 129, the court stated that a stay of execution may be conditioned on the tenant's payment of rent accruing during the period of the stay, but not on the payment of back rent. Ordering the defendant-tenant(s) to provide this type of undertaking balances the hardship between the plaintiff and the defendant, by allowing the defendant to avoid the unnecessary hardship that immediate execution of the writ of possession would create and compensating the plaintiff for the use of the property. Therefore, a stay should be granted because the hardships will be balanced.

IV.

#### CONCLUSION

In the instant action, a stay of the execution of the writ of possession should be granted for the legal reasons set forth in this memorandum and for the factual support provided in the declaration(s), filed herein.

Date: 8.5.25



Case 2:25-cv-02364-DJC-CKD Document 6 Filed 09/05/25 Page 44 of 115

### SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Carol Miller Justice Center, Department 88

JUDICIAL OFFICER: HONORABLE BRENDA R. DABNEY

Courtroom Clerk: Pacheco L.

CSR: None

24UD000805

August 5, 2025 7:15 AM

WIP 800 J LOFTS, L.P., A CALIFORNIA LIMITED PARTNERSHIP vs
WESTON

#### **MINUTES**

#### APPEARANCES:

WIP 800 J Lofts, L.P., a California limited partnership appearing represented by Leslie Anne Coronel Salvador.

Asya Weston appearing in pro per.

#### NATURE OF PROCEEDINGS: Hearing on Motion to Vacate Judgment

The Motion to Vacate Judgment (Memo: POS submitted) filed by Asya Weston on 07/09/2025 is Denied.

/s/ L. Pacheco L. Pacheco, Deputy Clerk

By:

Minutes of: 08/05/2025 Entered on: 08/05/2025

ex wibit

 $\left( \mathcal{J}^{\mathcal{K}}\right)$ 

## Follow-Up Email to Sheriff's Civil Bureau

To:

Subject: Urgent: Notice of Appeal Filed – Request to Hold Execution of Writ | Sheriff File #2024039777

Dear Sacramento County Sheriff - Civil Division.

I am writing to provide formal written notice that I, Asya Weston, the defendant/tenant in Sheriff's File No. 2024039777 and Superior Court Case No. 24UD000805, have filed a Notice of Appeal with the Sacramento Superior Court on August 5, 2025.

I am also in the process of filing my Notice Designating Record on Appeal (APP-103) and Proposed Settled Statement on Appeal (APP-104) pursuant to California Rules of Court. A stay of execution is being requested as part of this process.

In light of these filings, I respectfully request that your office temporarily hold **enforcement of the writ of possession** associated with this case and property:

**Tenant:** Asva Weston

Address: 800 J Street, Unit #414, Sacramento, CA 95814

Sheriff File #: 2024039777 Court Case #: 24UD000805

I am requesting this hold to allow the Appellate Division of the court time to review my filings. A copy of the filed Notice of Appeal and related materials can be provided upon request.

Please confirm receipt of this email for my records. Thank you for your attention to this matter.

Sincerely,

**Asya Weston** 

Phone: 323-607-2207

ilook.com Email: legallywest@outlook.com

Date: 8/5/2025

	Case 2:25-cv-02364-DJC-CKD Document (	Filed 09/05/25 Page 46 of 115		
.1	Asya Weston	UO.		
2	800 J Street unit #414	hearing		
3	Sacramento, CA 95814 323-607-2207	S Cheal u O o		
	020 001 2201	9.17.25		
4	legallywest@outlook.com	<b>`</b>		
5	Asya Weston , IN PRO PER	@ 8'.15 A		
6				
7				
8	SUPERIOR COURT OF TH	E STATE OF CALIFORNIA		
9	FOR THE COUNTY OF SACRAMENTO			
10		CAROL MILLER JUSTICE CENTER		
11	WIP 800 J LOFTS, A CALIFORNIA LIMITED PARTNERSHIP	) Case No.: 24UD000805		
12		NOTICE OF INTENT TO FILE AMENDED		
13		) MOTION AND TO FILE MOTION TO ) VACATE AND DECLARE UNLAWFUL		
14	Plaintiff(s),	DETAINER JUDGMENT VOID BASED		
15	vs.	ON NEWLY DISCOVERED EVIDENCE		
16	ASYA WESTON	1		
	ASTA WESTON	DATE: September 17, 2025		
17		) TIME: 8:15 am		
18	Defendant(s).	) DEPT: 88 )		
19		- -		
20	TO THE COURT, PLAINTIFF, AND PLAINTIFF'S COUNSEL OF RECORD:			
21	PLEASE TAKE NOTICE that Defendant intends to file and serve:			
22	1. A Corrected and Amended Motion: Defendant will file corrected and amended moving papers in advance of the hearing currently scheduled for September 17, 2025, at 8:15 a.m. in Dept. 88, Sacramento Superior Court.			
23	2. Hearing remains set for September 17, 2025 at 8:15 a.m., Dept. 88, on Defendant's Motion for Preliminary			
24	Injunction (to be corrected and supplemented). This corrected filing will address issues of improper service, stipulation defects, due process violations, and fraudulent filings.			
25	3. A Motion to Vacate Judgment Based on Newly Discorganized additional documentary evidence, including b			
26	records showing around \$15,000 in rent payments mad concealed or ignored in Plaintiff's November 20, 2024 D	le between June and October 2024, which were		
27	provide evidence that the allegations of noncompliance			
28	Pag	e 1		

- 4. These records directly contradict Plaintiff's November 20, 2024 Declaration of Noncompliance, which omitted these payments, and will support Defendant's forthcoming Motion to Vacate Judgment as void for fraud and lack of jurisdiction.
   5. Defendant further advises that she may bring a separate Ex Parte Application regarding the unlawful lockout and immediate access to premises and mailbox prior to the scheduled hearing date, due to the ongoing risk of irreparable harm.
   6. The September 17 hearing remains on calendar and will address all issues including jurisdiction, improper service, stipulation defects, fraud, and newly discovered evidence.
   7. Defendant provides this Notice to advise the Court and Plaintiff's counsel that corrected/amended
  - 7. Defendant provides this Notice to advise the Court and Plaintiff's counsel that corrected/amended papers will be filed in advance of the hearing currently scheduled for September 17, 2025, at 8:15 a.m. in Dept. 88, on Defendant's Motion for Preliminary Injunction. The September 17, 2025 hearing remains on calendar and shall not be disturbed by this Notice.
  - 8. Defendant further advises that legal counsel are assisting in preparation of filings; however, Defendant remains self-represented in this matter at this time.
  - 9. Defendant provides this Notice so that the Court and Plaintiff's counsel are fully informed that corrected and supplemental filings will be made prior to hearing, and that the September 17, 2025 hearing date shall remain on calendar.
  - 10. Defendant also places the Court and Plaintiff on notice that Defendant will continue to request immediate Court intervention to protect her possessions and civil rights in light of the ongoing unlawful lockout and risk of irreparable harm.

Dated: August 27, 2025 Respectfully submitted,

10

11

12

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Asya Weston, Defendant in Pro Per





I declare I served the foregoing Notice of Intent to File Amended Motion and Motion to Vacate Judgment Based on Newly Discovered Evidence on: - Leslie Salvador, Kimball, Tirey & St. John LLP NCcasemanagers@kts-law.com Sacramento County Sheriff's Civil Bureau civil@sacsheriff.com by electronic service via One Legal and/or email. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 27 day of August, 2025, at Sacramento, California. Asya Weston 

Document 6

Filed 09/05/25

Page 48 of 115

Case 2:25-cv-02364-DJC-CKD

Document 6

Filed 09/05

Respectfully. ase 2:25-0 Asya Weston

Plaintiff - Weston v. WIP 800 J Lofts

United States District Court, Eastern District of California

Case No. 2:25-cv-02364

09/25/25h Page 19/01 1150 it a atuin pla notice

Honesty Destin < honesty.destin@gmail.com>

Thu, Aug 28, 2025 at 6:31 PM

To: Leah Flores <LFlores@sares-regis.com>, 800J <800J@sares-regis.com>, nccsasemanagers@kts-law.com

## Litigation Hold Notice (to Attorneys, CC Leah)

To: Leslie Salvador, Esq.; Calvin Clementine III, Esq.

CC: Leah Flores; [Property Management Office/Landlord Contact] Subject: Litigation Hold Notice - Weston v. WIP 800 J Lofts

Counsel.

You are hereby directed to preserve all records, communications, and data related to my tenancy, eviction proceedings, lockout, and subsequent handling of my belongings. This includes, but is not limited to:

- Emails, text messages, internal notes, and electronic communications between your client, property management, and agents;
- Court filings, drafts, and communications with the clerk's office;
- Records regarding the lockout, storage, or handling of my personal property;
- Any internal discussions regarding myself or my minor child.

This preservation duty arises under federal law because there is an active federal case, Weston v. WIP 800 J Lofts, Case No. 2:25-cv-02364 (E.D. Cal.), and a forthcoming civil suit. Failure to preserve evidence may subject you and your clients to sanctions, adverse inference instructions, and further liability.

Respectfully, Asva Weston Plaintiff - Weston v. WIP 800 J Lofts United States District Court, Eastern District of California Case No. 2:25-cv-02364

[Quoted text hidden]

Mail Delivery Subsystem <mailer-daemon@googlemail.com> To: honesty.destin@gmail.com

Thu, Aug 28, 2025 at 6:31 PM



## Address not found

Your message wasn't delivered to nccsasemanagers@ktslaw.com because the address couldn't be found, or is unable to receive mail.



#### **LEARN MORE**

The response from the remote server was:

550 Invalid Recipient - https://community.mimecast.com/docs/DOC-1369#550 [m67g-aBRNhSdlQkL90065g.us433]

Final-Recipient: rfc822; nccsasemanagers@kts-law.com

Action: failed Status: 5.1.1

Remote-MTA: dns; us-smtp-inbound-1.mimecast.com. (170.10.128.221, the server

for the domain kts-law.com.)

Diagnostic-Code: smtp; 550 Invalid Recipient - https://community.mimecast.com/docs/DOC-1369#550 [m67q-

aBRNhSdlOkL90065g.us4331

Last-Attempt-Date: Thu, 28 Aug 2025 18:31:35 -0700 (PDT)

ጉ	noname
	4K

#### Honesty Destin < honesty.destin@gmail.com>

Thu, Aug 28, 2025 at 6:35 PM

To: NCcasemanagers@kts-law.com

[Quoted text hidden]

#### Honesty Destin < honesty.destin@gmail.com>

To: NCcasemanagers@kts-law.com

Thu, Aug 28, 2025 at 6:36 PM

----- Forwarded message -----

From: Honesty Destin < honesty.destin@gmail.com>

Date: Thu, Aug 28, 2025 at 6:29 PM

Subject: Re: 800J- Notice of abandonment

[Quoted text hidden] [Quoted text hidden]

#### Honesty Destin < honesty.destin@gmail.com>

To: NCcasemanagers@kts-law.com

Thu, Aug 28, 2025 at 6:37 PM

------ Forwarded message ------

From: Honesty Destin < honesty.destin@gmail.com>

Date: Thu, Aug 28, 2025 at 6:31 PM

Subject: Re: 800J- Notice of abandonment

To: Leah Flores <LFlores@sares-regis.com>, 800J <800J@sares-regis.com>, <nccsasemanagers@kts-law.com>

[Quoted text hidden]

Document 6

Filed 09/05/25

Page 51 of 115 Thu, Aug 28, 2025 at 6:37 PM

Honesty Destin Shonesty destin a mail.com

To: NCcasemanagers@kts-law.com

[Quoted text hidden]

Honesty Destin < honesty.destin@gmail.com>

To: NCcasemanagers@kts-law.com

Thu, Aug 28, 2025 at 6:37 PM

[Quoted text hidden]

Honesty Destin <a href="mailto:honesty.destin@gmail.com">honesty.destin@gmail.com</a>

Thu, Aug 28, 2025 at 7:12 PM

To: Leah Flores <LFlores@sares-regis.com>, 800J <800J@sares-regis.com>, NCcasemanagers@kts-law.com

Be further advised: The violations already committed by you, your firm, and your client are grave and ongoing. I will pursue every available legal remedy without comprolinise. This includes not only compensatory and punitive damages in both federal and state courts, but also sanctions, attorney misconduct complaints, and formal reports to regulatory agencies.

Every attorney and bar card holder involved in this natter will be individually included in complaints and litigation filed with every appropriate authority, including but not limited to the U.S. Department of Housing and Urban Development (HUD), the California Civil Rights Department, terlants' rights organizations, and the California State Bar. No responsible party will be shielded, and no participation in this misconduct will be overlooked.

Your professional involvement in this misconduct will therefore be subject to full review for ethical and disciplinary violations. I intend to hold each responsible party fully accountable, individually and collectively, before the courts and before every relevant oversight body.

There will be **no leniency and no concession** for actions that have deprived me and my minor child of our rights, our home, and our property. Every communication, directive, and decision from this point forward will be preserved, presented to the courts, and pursued to its fullest consequence.

Finally, let me be clear: Your client and their agents have already manipulated court proceedings, leveraged the Sheriff's Office, and concealed fraudulent conduct, including the activities of Maher Rashid. These acts are already part of my federal civil rights case (Case No. 2:25-cv-02364) and will be expanded upon in forthcoming litigation. I know the extent of the corruption and misconduct that has occurred, and I will expose it in every forum available.

Any interference with or disposal of my belongings will be treated as a further civil rights violation, fraudulent concealment, and abuse of legal process. I will pursue this without compromise, and I will hold every party involved attorneys, property management, and bar card holders—fully accountable before the courts, HUD, the California Civil Rights Department, the California State Bar, and any other appropriate authority.

My belongings are to remain intact and untouched until the expiration of the statutory period. No exceptions.

I have been quiet and compliant throughout the process while being retaliated against for enforcing my rights. Up to now, I have been civil and acted in good faith, believing the company would do the right thing, but instead corporate greed prevailed.

Take note that my compliance and good faith measures were met with a wrongful eviction. You showed no empathy in the process. I will show none in the proceedings that follow.

I only restrained myself to maintain stability for my daughter, a first-year college student. I will not allow you to defame me or paint me as something I am not. I refused to let Maher Rashid scam or exploit me for money, and it appears I was targeted as cover for fraudulent activity within your company.

Your attempts to depict me as a "noncompliant tenant" to hide Maher's actions—and whatever else was being concealed -will be brought before every court and agency. I know the truth: what has occurred is not only unethical, but rises to the level of a racketeering conspiracy.

You should have come forward, been fair, and operated with ethics and dignity. Instead, you chose corruption, concealment, and retaliation. You will not defame me, insult my integrity, or silence me. I will bring these facts to light, and I will hold every responsible party accountable.

Case 2:25-cv-02364-DJC-CKD

Document 6 Filed 09/05/25

Page 52 of 115

Respectfully,

Asya Weston Plaintiff - Weston v. WIP 800 J Lofts United States District Court, Eastern District of California Case No. 2:25-cv-02364

#### **Academic & Professional Credentials:**

- J.D./LL.B. L1 Counsel University of London & Sacramento City College (Law)
- B.S. Computer Science San Francisco State University
- · MBA Business & Economics, University of Houston
- Licensed Vocational Nurse (LVN) Crisis Care Specialist
- · Nurse Educator Advocate & Community Servant

\*my moral, my character, my integrity, and my intelligence will not be insulted.



Notice of belief of Abandonment:

Posted: 8/21/25

To: Asya Weston

deficient notice posted on apt door retrieved 8.31

This notice is given pursuant to section 1951.3 pf the Civil Code for the premises located at: 800 J Street #414 Sacramento CA 95814

The rent on this property has been due and unpaid for (14) consecutive days and the Lessor/Landlord believes that you have abandoned the property.

accept as Proper notice

The real property will be deemed abandoned within the meaning of Section 1951.2 of the civil code and your lease/rental agreement was terminated as of 8/7/2025.

Unless we receive a written notice from you stating both of the following:

- 1. Your intent is not to abandon the real property.
- 2. An address at which you may be served by certified mail in any action for Unlawful Detainer of (eviction) of real property.

You are required to pay the rent due and unpaid on this real property at required by the lease/rental agreement. Failure to do so can lead to a court proceeding against.

8/21/25:

**Leah Flores** 

916.573.8005

800 J Street Sacramento CA 95814

Q. 33°



Honesty Destin <a href="mailto:honesty.destin@gmail.com">honesty.destin@gmail.com</a>

Email thread

asur west

#### 800J- Notice of abandonment

23 messages

Leah Flores <LFlores@sares-regis.com>

To: Honesty Destin < honesty.destin@gmail.com >

Cc: 800J <800J@sares-regis.com>

Thu, Aug 28, 2025 at 11:27 AM

Good morning Asya.

I wanted to reach out to you to see if you wanted to come back and get any items before we remove them. I see there are may belongings. I will reach out via telephone as well.

Thank you! ,

LEAH FLORES | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com



#### **SRG RESIDENTIAL**

**6** 0

Honesty Destin <honesty.destin@gmail.com>

To: Leah Flores <LFlores@sares-regis.com>

Cc: 800J <800J@sares-regis.com>

Thu, Aug 28, 2025 at 2:09 PM

Hi

No ma'am. We are coming to pack and move everything this weekend. Need extended acceess fri-sun i took off to work. As you can see I have been trying to get possession back because this eviction is bogus and based on misconduct and dishonest business. How your company was able to do this and with no regard to the evidence and proof I submitted is beyond me. I had to make arrangements t switch work.

Also there is a pending appeal, however I will comply at this time and pack up everything.

Really we don't have much there so shouldn't take longer than the weeken. Also I have storage in garage.

Moving in and out of the building is complicated so I

Also put on record I am not abandoning my belongings just making arrangements around my work schedule

I pick up a uhaul tomorrow at 5 I will e-mail back in a few I j'me at work Thanks Sent from my iPhone

On Aug 28, 2025, at 11:27 AM, Leah Flores <LFlores@sares-regis.com> wrote:



Case 2:25-cv-02364-DJC-CKD

Document 6

Filed 09/05/25

Page 55 of 115

Good morning Asya,

I wanted to reach out to you to see if you wanted to come back and get any items before we remove them. I see there are may belongings. I will reach out via telephone as well.

Thank you!

LEAH FLORES | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com

<SRG RESIDENTIAL LOGO.jpg>

<Facebook.png> <Instagram1.png>

Leah Flores <LFlores@sares-regis.com>

To: Honesty Destin < honesty.destin@gmail.com>

Cc: 800J <800J@sares-regis.com>

Thu, Aug 28, 2025 at 2:12 PM

Thank you so much for responding. The number we have on file was not working. We will need to make arrangements for you to be escorted into the unit. What day and time will you be here? You are only able to have access to the unit during business hours.

LEAH FLORES | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com



#### SRG RESIDENTIAL



[Quoted text hidden]

n

Hi

No ma'am. We are coming to pack and move everything this weekend. Need extended acceess fri-sun i took off to work. As you can see I have been trying to get possession back because this eviction is bogus and based on misconduct and dishonest business. How your company was able to do this and with no regard to the evidence and proof I submitted is beyond me. I had to make arrangements t switch work.

Also there is a pending appeal, however I will comply at this time and pack up everything.

Really we don't have storage in Jarage 115

Moving in and out of the building is complicated so I

Also put on record I am not abandoning my belongings just making arrangements around my work schedule

I pick up a uhaul tomorrow at 5

I will e-mail back in a few I j'me at work

Thanks

Sent from my iPhone

On Aug 28, 2025, at 11:27 AM, Leah Flores <LFlores@sares-regis.com> wrote:

Good morning Asya,

I wanted to reach out to you to see if you wanted to come back and get any items before we remove them. I see there are may belongings. I will reach out via telephone as well.

Thank you!

LEAH FLORES | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com

<SRG\_RESIDENTIAL\_LOGO.jpg>

<Facebook.png> <Instagram1.png>

Honesty Destin <honesty.destin@gmail.com>

To: Leah Flores <LFlores@sares-regis.com>

Cc: 800J <800J@sares-regis.com>

Thu, Aug 28, 2025 at 2:49 PM

Also Leah

Please oversight my belongings so nothing is stole . Your staff has a reputation of going in apartments unannounced. Thank you in advance

Sent from my iPhone

On Aug 28, 2025, at 2:12 PM, Leah Flores <LFlores@sares-regis.com> wrote:



Case 2:25-cv-02364-DJC-CKD

Document 6

Filed 09/05/25

Page 57 of 115

Thank you so much for responding. The number we have on file was not working. We will need to make arrangements for you to be escorted into the unit. What day and time will you be here? You are only able to have access to the unit during business hours.

LEAH FLORES | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com

<SRG\_RESIDENTIAL\_LOGO.jpg>

<Facebook.png> <Instagram1.png>

[Quoted text hidden] [Quoted text hidden]

**Leah Flores** <LFlores@sares-regis.com>

Thu, Aug 28, 2025 at 2:51 PM

To: Honesty Destin <a href="mailto:honesty.destin@gmail.com">honesty.destin@gmail.com</a> Cc: 800J <800J@sares-regis.com>

Hi can you please tell me what day and time you will be arriving so that I can arrange for you to enter your apartment. We will not admit an unannounced unscheduled visit. Thanks!

LEAH FLORES | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com



#### **SRG RESIDENTIAL**



[Quoted text hidden]

Also Leah

Please oversight my belongings so nothing is stole. Your staff has a reputation of going in apartments unannounced.

Thank you in advance

Sent from my iPhone



Thank you so much for responding. The number we have on file was not working. We will need to make arrangements for you to be escorted into the unit. What day and time will you be here? You are only able to have access to the unit during business hours.

LEAH FLORES | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com

<SRG\_RESIDENTIAL\_LOGO.jpg>

<Facebook.png> <Instagram1.png>

From: Honesty Destin < honesty.destin@gmail.com>

Sent: Thursday, August 28, 2025 2:09 PM To: Leah Flores < LFlores@Sares-Regis.com>

Cc: 800J <800J@Sares-Regis.com>

Subject: Re: 800J- Notice of abandonment

Hi

No ma'am. We are coming to pack and move everything this weekend. Need extended acceess fri-sun i took off to work. As you can see I have been trying to get possession back because this eviction is bogus and based on misconduct and dishonest business. How your company was able to do this and with no regard to the evidence and proof I submitted is beyond me. I had to make arrangements t switch work.

Also there is a pending appeal, however I will comply at this time and pack up everything.

Really we don't have much there so shouldn't take longer than the weeken. Also I have storage in garage.

Moving in and out of the building is complicated so I

Also put on record I am not abandoning my belongings just making arrangements around my work schedule

I pick up a uhaul tomorrow at 5

I will e-mail back in a few I j'me at work

Thanks

Sent from my iPhone



Case 2:25-cv-02364-DJC-CKD

Document 6

Filed 09/05/25

Page 59 of 115

On Aug 28, 2025, at 11:27 AM, Leah Flores <LFlores@sares-regis.com> wrote:

Good morning Asya,

I wanted to reach out to you to see if you wanted to come back and get any items before we remove them. I see there are may belongings. I will reach out via telephone as well.

Thank you!

LEAH FLORES | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com

<SRG\_RESIDENTIAL\_LOGO.jpg>

<Facebook.png> <Instagram1.png>

Honesty Destin <a href="mailto:honesty.destin@gmail.com">honesty.destin@gmail.com</a>

Thu, Aug 28, 2025 at 3:06 PM

To: Leah Flores <LFlores@sares-regis.com>

business hours are cool. However we need time to pack everything through the transition.

My plan is to Box everything first.

definitely saturday and sunday during the day.

I will keep you posted once we pick up the truck.

Again, put on record that we have not and are not abandoning our unit/possessions/belongings as of today per this conversation.

Email communication is best based on my work and inability to make personal calls.

However i will stay active in this email also i can chat online as well

Thanks

[Quoted text hidden]

**Leah Flores** <LFlores@sares-regis.com>

To: Honesty Destin < honesty.destin@gmail.com>

Thu, Aug 28, 2025 at 3:10 PM

Ok so I will log that you will be accessing the unit between 10am and 5pm and Saturday and Sunday this weekend. Please note that you only have until the end of this weekend to get all of your belongings. The remaining items will be removed after 9/2.

Case 2:25-cv-02364-DJC-CKD

Document 6

Filed 09/05/25

Page 60 of 115

LEAH FLORES | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jiofts.com/ LFlores@Sares-Regis.com



#### SRG RESIDENTIAL



From: Honesty Destin <a href="mailto:honesty.destin@gmail.com">honesty.destin@gmail.com</a>

Sent: Thursday, August 28, 2025 3:07 PM
To: Leah Flores <LFlores@Sares-Regis.com>
Subject: Re: 800J- Notice of abandonment

business hours are cool. However we need time to pack everything through the transition.

My plan is to Box everything first.

definitely saturday and sunday during the day.

I will keep you posted once we pick up the truck.

Again, put on record that we have not and are not abandoning our unit/possessions/belongings as of today per this conversation.

Email communication is best based on my work and inability to make personal calls.

However i will stay active in this email also i can chat online as well

**Thanks** 

On Thu, Aug 28, 2025 at 2:52 PM Leah Flores <LFlores@sares-regis.com> wrote:

Hi can you please tell me what day and time you will be arriving so that I can arrange for you to enter your apartment. We will not admit an unannounced unscheduled visit. Thanks!

**LEAH FLORES** | Community Manager

800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com





⊕ Case 2:25-cv-02364-DJC-CKD

Document 6

Filed 09/05/25

From: Honesty Destin < honesty.destin@gmail.com>

Sent: Thursday, August 28, 2025 2:49 PM To: Leah Flores < LFlores@Sares-Regis.com>

Cc: 800J <800J@Sares-Regis.com>

Subject: Re: 800J- Notice of abandonment

Also Leah

Please oversight my belongings so nothing is stole . Your staff has a reputation of going in apartments unannounced.

Thank you in advance

Sent from my iPhone

On Aug 28, 2025, at 2:12 PM, Leah Flores <LFlores@sares-regis.com> wrote:

Thank you so much for responding. The number we have on file was not working. We will need to make arrangements for you to be escorted into the unit. What day and time will you be here? You are only able to have access to the unit during business hours.

**LEAH FLORES** | Community Manager

800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com

<SRG\_RESIDENTIAL\_LOGO.jpg>

<Facebook.png> <Instagram1.png>

From: Honesty Destin < honesty.destin@gmail.com>

Sent: Thursday, August 28, 2025 2:09 PM To: Leah Flores < LFlores@Sares-Regis.com>

Cc: 800J <800J@Sares-Regis.com>

Subject: Re: 800J- Notice of abandonment



Page 62 of 115

Document 6 Filed 09/05/25

Hi

No ma'am. We are coming to pack and move everything this weekend. Need extended acceess fri-sun i took off to work. As you can see I have been trying to get possession back because this eviction is bogus and based on misconduct and dishonest business. How your company was able to do this and with no regard to the evidence and proof I submitted is beyond me. I had to make arrangements t switch work.

Also there is a pending appeal, however I will comply at this time and pack up everything.

Really we don't have much there so shouldn't take longer than the weeeken. Also I have storage in garage.

Moving in and out of the building is complicated so I

Also put on record I am not abandoning my belongings just making arrangements around my work schedule

I pick up a uhaul tomorrow at 5

I will e-mail back in a few I j'me at work

**Thanks** 

Sent from my iPhone

On Aug 28, 2025, at 11:27 AM, Leah Flores <LFlores@sares-regis.com> wrote:

Good morning Asya,

I wanted to reach out to you to see if you wanted to come back and get any items before we remove them. I see there are may belongings. I will reach out via telephone as well.

Thank you!

**LEAH FLORES** | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com

<SRG\_RESIDENTIAL\_LOGO.jpg>

<Facebook.png> <Instagram1.png>

Document 6

Filed 09/05/25

Page 63 of 115

Honesty Destin <honesty.destin@gmail.com>

To: Leah Flores <LFlores@sares-regis.com>

Thu, Aug 28, 2025 at 3:56 PM

also please acknowledge my request for items not being taken. Its not much in there but still itss the principal [Quoted text hidden]

Leah Flores <LFlores@sares-regis.com>

To: Honesty Destin < honesty.destin@gmail.com>

Thu, Aug 28, 2025 at 4:05 PM

No one has been in your unit since you were here on 8/21.

LEAH FLORES | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com



#### SRG RESIDENTIAL



From: Honesty Destin < honesty.destin@gmail.com>

Sent: Thursday, August 28, 2025 3:56 PM
To: Leah Flores < LFlores@Sares-Regis.com>
Subject: Re: 800J- Notice of abandonment

also please acknowledge my request for items not being taken. Its not much in there but still itss the principal

On Thu, Aug 28, 2025 at 3:06 PM Honesty Destin <a href="mailto:honesty.destin@gmail.com">honesty.destin@gmail.com</a> wrote:

business hours are cool. However we need time to pack everything through the transition.

My plan is to Box everything first.

definitely saturday and sunday during the day.

I will keep you posted once we pick up the truck.

Again, put on record that we have not and are not abandoning our unit/possessions/belongings as of today per this conversation.

Email communication is best based on my work and inability to make personal calls.

However and the stay active at 2016 of the continue of the con

Page 64 of 115

**Thanks** 

On Thu, Aug 28, 2025 at 2:52 PM Leah Flores <LFlores@sares-regis.com> wrote:

Hi can you please tell me what day and time you will be arriving so that I can arrange for you to enter your apartment. We will not admit an unannounced unscheduled visit. Thanks!

#### **LEAH FLORES** | Community Manager

800 J LOFTS

800 J St.

Sacramento, CA 95814

(916) 573-8005 (P)

https://www.800jlofts.com/

LFlores@Sares-Regis.com



#### SRG RESIDENTIAL



From: Honesty Destin < honesty.destin@gmail.com>

Sent: Thursday, August 28, 2025 2:49 PM

To: Leah Flores <LFlores@Sares-Regis.com>
Cc: 800J <800J@Sares-Regis.com>

Subject: Re: 800J- Notice of abandonment

Also Leah

Please oversight my belongings so nothing is stole . Your staff has a reputation of going in apartments unannounced.

Thank you in advance

Sent from my iPhone

On Aug 28, 2025, at 2:12 PM, Leah Flores <LFlores@sares-regis.com> wrote:

Thank you so much for responding. The number we have on file was not working. We will need to make arrangements for you to be escorted into the unit. What day and time will you be here? You are only able to have access to the unit during business hours.

Filed 09/05/25

Page 65 of 115

CREAT FLORES 02864 TO THE COMMENT OF THE PROPERTY OF THE PROPE

800 J LOFTS

800 J St.

Sacramento, CA 95814

(916) 573-8005 (P)

https://www.800jlofts.com/

LFlores@Sares-Regis.com

<SRG\_RESIDENTIAL\_LOGO.jpg>

<Facebook.png> <Instagram1.png>

From: Honesty Destin < honesty.destin@gmail.com >

Sent: Thursday, August 28, 2025 2:09 PM To: Leah Flores < LFlores@Sares-Regis.com>

Cc: 800J <800J@Sares-Regis.com>

Subject: Re: 800J- Notice of abandonment

Hi

No ma'am. We are coming to pack and move everything this weekend. Need extended acceess frisun i took off to work. As you can see I have been trying to get possession back because this eviction is bogus and based on misconduct and dishonest business. How your company was able to do this and with no regard to the evidence and proof I submitted is beyond me. I had to make arrangements t switch work.

Also there is a pending appeal, however I will comply at this time and pack up everything.

Really we don't have much there so shouldn't take longer than the weeeken. Also I have storage in garage.

Moving in and out of the building is complicated so I

Also put on record I am not abandoning my belongings just making arrangements around my work schedule

I pick up a uhaul tomorrow at 5

I will e-mail back in a few I j'me at work

**Thanks** 

Sent from my iPhone

On Aug 28, 2025, at 11:27 AM, Leah Flores <LFlores@sares-regis.com> wrote:

Case 2:25-cv-02364-DJC-CKD Document

Document 6 Filed 09/05/25

Page 66 of 115

I wanted to reach out to you to see if you wanted to come back and get any items before we remove them. I see there are may belongings. I will reach out via telephone as well.

Thank you!

LEAH FLORES | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com

<SRG\_RESIDENTIAL\_LOGO.jpg>

<Facebook.png> <Instagram1.png>

**Honesty Destin** <a href="mailto:honesty.destin@gmail.com">honesty.destin@gmail.com</a>
To: Leah Flores <LFlores@sares-regis.com>

Thu, Aug 28, 2025 at 5:01 PM

Subject: Electronic Response to Notice of Abandonment - Case 24UD000805

Dear Leah,

On August 28, 2025, I received your notice of abandonment from 800J Lofts regarding the property at 800 J Street, Unit #414, Sacramento, CA. As I am displaced due to an unlawful lockout on August 7, 2025, I am sending this electronic notice to confirm my intent not to abandon the property, my belongings therein, or my mail in the mailbox. My service address for all future correspondence is [insert your current address or email, if permitted by state law.

Under California Civil Code § 1951.3, a tenant has 15 days (18 if mailed) to respond in writing to a notice of abandonment to preserve lease rights. This email serves as my timely response to maintain my lease and protect my personal property and mail. I explicitly state that I am not abandoning my belongings or mail. Per California Civil Code § 1988, you may not dispose of my property without following strict procedures, including providing notice under § 1983. Additionally, California Civil Code § 1987 mandates reasonable access to retrieve personal property and mail, which I will exercise this weekend (August 30-31, 2025). Denying mailbox access violates my rights under § 1987 and California Civil Code § 1947.6, which protects tenant access to mail.

The unlawful detainer case (24UD000805) was closed on August 28, 2025, with the sheriff's writ returned satisfied. However, significant procedural and constitutional violations occurred, including:

- 1. Improper Notice: Failure to provide eviction notice per California Civil Code § 1946.1 or § 1161, undermining due process.
- 2. Sheriff's Procedural Failure: Lockout on August 7, 2025, without the 5-day notice required by California Code d Civil Procedure § 715.020.

- 3. Coerced Stipulation? Frauduled Cattorney feels (In the Stipulation, Violating/California Charcode Stipulation).
- 4. Illegal Self-Help Eviction: Lockout was a self-help eviction, prohibited by California Civil Code § 789.3.
- 5. Due Process Violations: Court ignored tenant protections, breaching 14th Amendment rights.
- Mailbox Access Denial: Denial of mailbox access post-lockout violates notice rights under § 1947.6.
- 7. Payment Portal Lockout: Blocking payment portal (noted in emails dated July 5, 8, and September 17, 2024) violates California Civil Code § 1947.3 and § 789.3.
- 8. **Refused Payments**: Landlord's refusal of \$3,532.12 in July 2024 and "lost" \$3,400 October payment violates California Code of Civil Procedure § 1161(2).

Your notice of abandonment is improper given the case closure and violations. I will confirm you have allowed supervised access and have made arrangements as agreed.. I will also add that we have arranged access to my mailbox and belongings this weekend per § 1987. You are obligated under California Civil Code § 1984 to store my belongings and provide notice before disposal. Any disposal or denial of access violates § 1988, exposing you to liability (up to \$750 per item, § 1989). I reserve all rights to pursue legal remedies, including challenging the lockout, seeking damages, and addressing due process violations. Also, for the record I have continuously voiced my concern of the security of my possessions and have discussed with Leah who assured no one is accessing the unit. I will also add that Leah has allowed an extended time for us to access unit to pack belongs on August 30-august 31 from 10am to 5pm. I do have concerns about my mail and medications delivered to the address throughout this lockout process.

Please confirm receipt and arrange mailbox and property access for August 30-31, 2025. Cease actions to terminate my lease or dispose of my belongings and mail. All communication must be sent to this email or the address above. This response will be filed with the Sacramento County Superior Court in case 24UD000805 for the record.

Sincerely, Asya Weston legallywest@outlook.com [Quoted text hidden]

**Leah Flores** <LFlores@sares-regis.com>
To: Honesty Destin <honesty.destin@gmail.com>

Thu, Aug 28, 2025 at 5:22 PM

In California, if a tenant is locked out during an eviction process, they have a specific timeframe to retrieve their belongings. The landlord is required to provide at least **15 days** to reclaim the property if the notice is served personally, or at least **18 days** if it is served by mail. If the tenant pays the reasonable costs for moving and storing the property, they must be given the opportunity to reclaim their belongings within this timeframe. If the property is not claimed by the deadline and is valued at less than \$700, the landlord can keep or dispose of it. Property valued over \$700 must be sold at a public auction, with the proceeds going to the county after deducting costs.

You have until the end of this weekend to get your items and no more. Your old apartment is scheduled for apartment turn on 9/4. Please be advised.

Respectfully,



800 J LOFTS ase 2:25-cv-02364-DJC-CKD

Document 6

Filed 09/05/25

Page 68 of 115

800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com



#### SRG RESIDENTIAL



From: Honesty Destin < honesty.destin@gmail.com>

Sent: Thursday, August 28, 2025 5:02 PM To: Leah Flores <LFlores@Sares-Regis.com> Subject: Re: 800J- Notice of abandonment

Subject: Electronic Response to Notice of Abandonment - Case 24UD000805

Dear Leah,

On August 28, 2025, I received your notice of abandonment from 800J Lofts regarding the property at 800 J Street, Unit #414, Sacramento, CA. As I am displaced due to an unlawful lockout on August 7, 2025, I am sending this electronic notice to confirm my intent not to abandon the property, my belongings therein, or my mail in the mailbox. My service address for all future correspondence is [insert your current address or email, if permitted by state law.

Under California Civil Code § 1951.3, a tenant has 15 days (18 if mailed) to respond in writing to a notice of abandonment to preserve lease rights. This email serves as my timely response to maintain my lease and protect my personal property and mail. I explicitly state that I am not abandoning my belongings or mail. Per California Civil Code § 1988, you may not dispose of my property without following strict procedures, including providing notice under § 1983. Additionally, California Civil Code § 1987 mandates reasonable access to retrieve personal property and mail, which I will exercise this weekend (August 30-31, 2025). Denying mailbox access violates my rights under § 1987 and California Civil Code § 1947.6, which protects tenant access to mail.

The unlawful detainer case (24UD000805) was closed on August 28, 2025, with the sheriff's writ returned satisfied. However, significant procedural and constitutional violations occurred, including:

- 1. Improper Notice: Failure to provide eviction notice per California Civil Code § 1946.1 or § 1161, undermining due process.
- 2. Sheriff's Procedural Failure: Lockout on August 7, 2025, without the 5-day notice required by California Code of Civil Procedure § 715.020.
- 3. Coerced Stipulation: Fraudulent attorney fees in the stipulation, violating California Civil Code § 1951.2.
- 4. Illegal Self-Help Eviction: Lockout was a self-help eviction, prohibited by California Civil Code § 789.3.
- 5. Due Process Violations: Court ignored tenant protections, breaching 14th Amendment rights.
- 6. Mailbox Access Denial: Denial of mailbox access post-lockout violates notice rights under § 1947.6.
- 7. Payment Portal Lockout: Blocking payment portal (noted in emails dated July 5, 8, and September 17, 2024) violates California Civil Code § 1947.3 and § 789.3.
- 8, Refused Payments: Landlord's refusal of \$3,532.12 in July 2024 and "lost" \$3,400 October payment violates California Code of Civil Procedure § 1161(2).

Your notice of abandonment is improper given the case closure and violations. I will confirm you have allowed supervised access and have made arrangements as agreed.. I will also add that we have arranged access to my mailbox and belongings this weekend per § 1987. You are obligated under California Civil Code § 1984 to store my belongings and provide notice before disposal. Any disposal or denial of access violates § 1988, exposing you to liability (up to \$750 per item, § 1989). I reserve all rights to pursue legal remedies, including challenging the lockout, seeking damages, and addressing due process violations. Also, for the record I have continuously voiced my concern of the security of my possessions and have discussed with Leah who assured no one is accessing the unit. I will also add that Leah has

allowed an extended time for us to access which o pack belongs to August 30 from 10 fm. To have concerns about my mail and medications delivered to the address throughout this lockout process.

Please confirm receipt and arrange mailbox and property access for August 30-31, 2025. Cease actions to terminate my lease or dispose of my belongings and mail. All communication must be sent to this email or the address above. This response will be filed with the Sacramento County Superior Court in case 24UD000805 for the record.

Sincerely, Asya Weston legallywest@outlook.com

On Thu, Aug 28, 2025 at 4:05 PM Leah Flores <LFlores@sares-regis.com> wrote:

No one has been in your unit since you were here on 8/21.

## LEAH FLORES | Community Manager

800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com



#### SRG RESIDENTIAL

0 0

From: Honesty Destin < honesty.destin@gmail.com>

Sent: Thursday, August 28, 2025 3:56 PM

To: Leah Flores < LFlores@Sares-Regis.com>
Subject: Re: 800J- Notice of abandonment

also please acknowledge my request for items not being taken. Its not much in there but still itss the principal

On Thu, Aug 28, 2025 at 3:06 PM Honesty Destin <a href="mailto:honesty.destin@gmail.com">honesty.destin@gmail.com</a> wrote:

business hours are cool. However we need time to pack everything through the transition.

My plan is to Box everything first.

definitely saturday and sunday during the day.

I will keep you posted once we pick up the truck.

Again, put on record that we have not and are not abandoning our unit/possessions/belongings as of today per this conversation.

Email Communication is 200 for kny work and imability to make dersonar / Calis. Page 70 of 115

However i will stay active in this email also i can chat online as well

**Thanks** 

On Thu, Aug 28, 2025 at 2:52 PM Leah Flores <LFlores@sares-regis.com> wrote:

Hi can you please tell me what day and time you will be arriving so that I can arrange for you to enter your apartment. We will not admit an unannounced unscheduled visit. Thanks!

#### **LEAH FLORES** | Community Manager

800 J LOFTS

800 J St.

Sacramento, CA 95814 (916) 573-8005 (P)

https://www.800jlofts.com/

LFlores@Sares-Regis.com



#### SRG RESIDENTIAL



From: Honesty Destin < honesty.destin@gmajl.com>

Sent: Thursday, August 28, 2025 2:49 PM
To: Leah Flores < LFlores@Sares-Regis.com>

Cc: 800J <800J@Sares-Regis.com>

Subject: Re: 800J- Notice of abandonment

Also Leah

Please oversight my belongings so nothing is stole. Your staff has a reputation of going in apartments unannounced.

Thank you in advance

Sent from my iPhone

On Aug 28, 2025, at 2:12 PM, Leah Flores <LFlores@sares-regis.com> wrote:

Thank you so much for responding. The number we have on file was not working. We will need to make arrangements for you to be escorted into the unit. What day and time will you be here? You are only able to have access to the unit during business hours.



Document 6

Filed 09/05/25

Page 71 of 115

**LEAH FLORES** | Community Manager

800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com

<SRG\_RESIDENTIAL\_LOGO.jpg>

<Facebook.png> <Instagram1.png>

From: Honesty Destin < honesty.destin@gmail.com>

**Sent:** Thursday, August 28, 2025 2:09 PM **To:** Leah Flores < LFlores@Sares-Regis.com>

Cc: 800J <800J@Sares-Regis.com>

Subject: Re: 800J- Notice of abandonment

Hi

No ma'am. We are coming to pack and move everything this weekend. Need extended acceess frisun i took off to work. As you can see I have been trying to get possession back because this eviction is bogus and based on misconduct and dishonest business. How your company was able to do this and with no regard to the evidence and proof I submitted is beyond me. I had to make arrangements t switch work.

Also there is a pending appeal, however I will comply at this time and pack up everything.

Really we don't have much there so shouldn't take longer than the weeeken. Also I have storage in garage.

Moving in and out of the building is complicated so I

Also put on record I am not abandoning my belongings just making arrangements around my work schedule

I pick up a uhaul tomorrow at 5

I will e-mail back in a few I j'me at work

Thanks

Sent from my iPhone

On Aug 28, 2025, at 11:27 AM, Leah Flores <LFlores@sares-regis.com> wrote:

5

Case 2:25-cv-02364-DJC-CKD

Document 6

Filed 09/05/25

Page 72 of 115

I wanted to reach out to you to see if you wanted to come back and get any items before we remove them. I see there are may belongings. I will reach out via telephone as well.

Thank you!

**LEAH FLORES** | Community Manager 800 J LOFTS 800 J St. Sacramento, CA 95814 (916) 573-8005 (P) https://www.800jlofts.com/ LFlores@Sares-Regis.com

<SRG RESIDENTIAL LOGO.jpg>

<Facebook.png> <Instagram1.png>

Honesty Destin < honesty.destin@gmail.com>

Thu, Aug 28, 2025 at 6:19 PM

To: Leah Flores <LFlores@sares-regis.com>, 800J <800J@sares-regis.com>, nccsasemanagers@kts-law.com

Subject: Response to Notice of Abandonment

Dear Ms. Flores,

Thank you for your email. Please be advised that under California Civil Code §§ 1983-1984, the statutory period for reclaiming personal property following a notice of abandonment is:

- 15 days if the notice is personally served, or
- 18 days if the notice is served by mail.

This statutory period cannot be shortened. An email alone does not constitute valid service under the statute unless expressly agreed upon, which has not occurred here.

Your statement that I must retrieve my belongings "by the end of this weekend" is inconsistent with California law. Attempting to coerce me into relinquishing my rights before the expiration of the statutory period is not only a violation of state law, but also constitutes an infringement upon my federal civil rights, including my rights to due process and protection of property under the Fourteenth Amendment.

For clarity, there is an active federal civil rights claim pending against the landlord and its agents under 42 U.S.C. § 1983, which encompasses these ongoing violations. Your directive attempting to shorten my statutory rights will be documented as further evidence in that action.

I am not contesting possession of the apartment. My solle concern is having adequate, lawfulding to organize the removal of my belongings. Any interference with that right—such as prematurely removing, disposing, or auctioning my property—will be pursued as both a state law violation and a federal civil rights violation.

I hereby reserve all rights and remedies. Please confirm in writing that you will comply with the statutory deadlines and requirements.

Respectfully, Asya Weston

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Thu, Aug 28, 2025 at 6:20 PM

To: honesty.destin@gmail.com



### **Address not found**

Your message wasn't delivered to **nccsasemanagers@kts-law.com** because the address couldn't be found, or is unable to receive mail.

### **LEARN MORE**

▲This link will take you to a third-party site

The response from the remote server was:

550 Invalid Recipient - https://community.mimecast.com/docs/DOC-1369#550 [dcfAHQ1I0CuWT4SkQgkX9w.us633]

Final-Recipient: rfc822; nccsasemanagers@kts-law.com

Action: failed Status: 5.1.1

Remote-MTA: dns; us-smtp-inbound-2.mimecast.com. (170.10.128.242, the server

for the domain kts-law.com.)

Diagnostic-Code: smtp; 550 Invalid Recipient - https://community.mimecast.com/docs/DOC-1369#550

[dcfAHQ1IOCuWT4SkQgkX9w.us633]

Last-Attempt-Date: Thu, 28 Aug 2025 18:20:07 -0700 (PDT)

----- Forwarded message -----

From: Honesty Destin < honesty.destin@gmail.com>

To: Leah Flores <LFlores@sares-regis.com>, 800J <800J@sares-regis.com>, nccsasemanagers@kts-law.com

Cc: Bcc:

Date: Thu, 28 Aug 2025 18:19:51 -0700 Subject: Re: 800J- Notice of abandonment



Subject. Response to Notice of Abandon when

Document 6

Filed 09/05/25

Page 74 of 115

Dear Ms. Flores,

Thank you for your email. Please be advised that under **California Civil Code §§ 1983–1984**, the statutory period for reclaiming personal property following a notice of abandonment is:

- . 15 days if the notice is personally served, or
- · 18 days if the notice is served by mail.

This statutory period cannot be shortened. An email alone does not constitute valid service under the statute unless expressly agreed upon, which has not occurred here.

Your statement that I must retrieve my belongings "by the end of this weekend" is inconsistent with California law. Attempting to coerce me into relinquishing my rights before the expiration of the statutory period is not only a violation of state law, but also constitutes an infringement upon my federal civil rights, including my rights to due process and protection of property under the Fourteenth Amendment.

For clarity, there is an active federal civil rights claim pending against the landlord and its agents under 42 U.S.C. § 1983, which encompasses these ongoing violations. Your directive attempting to shorten my statutory rights will be documented as further evidence in that action.

I am not contesting possession of the apartment. My sole concern is having adequate, lawful time to organize the removal of my belongings. Any interference with that right—such as prematurely removing, disposing, or auctioning my property—will be pursued as both a **state law violation and a federal civil rights violation**.

I hereby reserve all rights and remedies. Please confirm in writing that you will comply with the statutory deadlines and requirements.

Respectfully, Asya Weston

Honesty Destin < honesty.destin@gmail.com>

Thu, Aug 28, 2025 at 6:29 PM

To: Leah Flores <LFlores@sares-regis.com>, 800J <800J@sares-regis.com>, nccsasemanagers@kts-law.com

To: Leah Flores

CC: Leslie Salvador, Esq.; Calvin Clementine III, Esq.; 800 J Lofts

Subject: Formal Notice - Federal Civil Rights Violations & Pending Civil Suit

Dear Ms. Flores,

This email serves as **formal notice** that your statement requiring me to retrieve my belongings "by the end of this weekend" is unlawful and constitutes a violation of both **California state law** and **federal law**.

As you are aware, under California Civil Code §§ 1983–1984, the statutory period for reclaiming personal property after a notice of abandonment is:

- · 15 days if personally served; or
- 18 days if served by mail.

This statutory period cannot be shortened. Your attempt to coerce me into forfeiting my rights by imposing a weekend deadline is invalid. Further, an **email is not legally sufficient service** absent a written agreement to electronic service, which does not exist here.

More critically, your actions, along with those of your firm and the landlord, are already part of an active federal civil rights case in the United States District Court, Eastern District of California, Case No. 2:25-cv-02364, filed under 42 U.S.C. § 1983. The federal complaint details multiple civil rights violations already committed by your client and their agents, including:

- Wrongto Plockout and deplatation of property without name brocedured 09/05/25
  - Page 75 of 115

- · Denial of due process in the unlawful detainer proceedings;
- Retaliatory conduct and obstruction of access to the courts.

Your directive attempting to shorten the statutory timeline for retrieval of belongings will be added to the record as **further evidence of these ongoing violations**.

In addition to the federal action, you are hereby placed on notice that a **separate civil suit** against the landlord, its agents, and its attorneys is forthcoming. That action will include, among other claims, violations of California housing law, unlawful eviction practices, retaliation, and damages for emotional distress.

I am not contesting possession of the apartment. My concern is the lawful retrieval of my belongings within the statutory period. Any premature disposal or interference with my property will subject you and your clients to further liability in both state and federal court.

Please be advised that every communication, email, or correspondence from this point forward will be conducted exclusively via email, and all such communications will be preserved and used as evidence in the cases referenced herein.

This correspondence preserves all rights and remedies. You, your firm, and your client are now formally on record notice.

Respectfully,
Asya Weston
Plaintiff – Weston v. WIP 800 J Lofts
United States District Court, Eastern District of California
Case No. 2:25-cv-02364

Mail Delivery Subsystem <mailer-daemon@googlemail.com> To: honesty.destin@gmail.com Thu, Aug 28, 2025 at 6:29 PM



### Address not found

Your message wasn't delivered to nccsasemanagers@ktslaw.com because the address couldn't be found, or is unable to receive mail.

### **LEARN MORE**

▲This link will take you to a third-party site

The response from the remote server was:

550 Invalid Recipient - https://community.mimecast.com/docs/DOC-1369#550 [F2vjZp1v0A6Gn04IoSE4Lw.us665]



Action: fail@ase 2:25-cv-02364-DJC-CKD Document 6 Filed 09/05/25 Page 76 of 115

Status: 5.1.1

Demote MTA: dans us anota in

Remote-MTA: dns; us-smtp-inbound-2.mimecast.com. (170.10.128.221, the server

for the domain kts-law.com.)

Diagnostic-Code: smtp; 550 Invalid Recipient - https://community.mimecast.com/docs/DOC-1369#550

[F2vjZp1vOA6GnO4loSE4Lw.us665]

Last-Attempt-Date: Thu, 28 Aug 2025 18:29:48 -0700 (PDT)

----- Forwarded message -----

From: Honesty Destin < honesty.destin@gmail.com>

To: Leah Flores <LFlores@sares-regis.com>, 800J <800J@sares-regis.com>, nccsasemanagers@kts-law.com

Cc: Bcc:

Date: Thu, 28 Aug 2025 18:29:35 -0700 Subject: Re: 800J- Notice of abandonment

To: Leah Flores

CC: Leslie Salvador, Esq.; Calvin Clementine III, Esq.; 800 J Lofts

Subject: Formal Notice - Federal Civil Rights Violations & Pending Civil Suit

Dear Ms. Flores,

This email serves as **formal notice** that your statement requiring me to retrieve my belongings "by the end of this weekend" is unlawful and constitutes a violation of both **California state law** and **federal law**.

As you are aware, under California Civil Code §§ 1983–1984, the statutory period for reclaiming personal property after a notice of abandonment is:

- 15 days if personally served; or
- 18 days if served by mail.

This statutory period cannot be shortened. Your attempt to coerce me into forfeiting my rights by imposing a weekend deadline is invalid. Further, an **email is not legally sufficient service** absent a written agreement to electronic service, which does not exist here.

More critically, your actions, along with those of your firm and the landlord, are already part of an active federal civil rights case in the United States District Court, Eastern District of California, Case No. 2:25-cv-02364, filed under 42 U.S.C. § 1983. The federal complaint details multiple civil rights violations already committed by your client and their agents, including:

- · Wrongful lockout and deprivation of property without lawful procedure;
- · Denial of due process in the unlawful detainer proceedings;
- · Retaliatory conduct and obstruction of access to the courts.

Your directive attempting to shorten the statutory timeline for retrieval of belongings will be added to the record as **further** evidence of these ongoing violations.

In addition to the federal action, you are hereby placed on notice that a **separate civil suit** against the landlord, its agents, and its attorneys is forthcoming. That action will include, among other claims, violations of California housing law, unlawful eviction practices, retaliation, and damages for emotional distress.

I am not contesting possession of the apartment. My concern is the lawful retrieval of my belongings within the statutory period. Any premature disposal or interference with my property will subject you and your clients to further liability in both state and federal court.

Please be advised that every communication, email, or correspondence from this point forward will be conducted exclusively via email, and all such communications will be preserved and used as evidence in the cases referenced herein.

This correspondence preserves all rights and remedies. You, your firm, and your client are now formally on record notice.

Respectfully ase 2:25-cv-02364-DJC-CKD

Document 6

Filed 09/05/25

Page 77 of 115

Asya Weston

Plaintiff - Weston v. WIP 800 J Lofts

United States District Court, Eastern District of California

Case No. 2:25-cy-02364

Honesty Destin < honesty.destin@gmail.com>

Thu, Aug 28, 2025 at 6:31 PM

To: Leah Flores <LFlores@sares-regis.com>, 800J <800J@sares-regis.com>, nccsasemanagers@kts-law.com

### **Litigation Hold Notice (to Attorneys, CC Leah)**

To: Leslie Salvador, Esq.; Calvin Clementine III, Esq.

CC: Leah Flores; [Property Management Office/Landlord Contact] Subject: Litigation Hold Notice - Weston v. WIP 800 J Lofts

Counsel.

You are hereby directed to preserve all records, communications, and data related to my tenancy, eviction proceedings, lockout, and subsequent handling of my belongings. This includes, but is not limited to:

- Emails, text messages, internal notes, and electronic communications between your client, property management, and agents;
- Court filings, drafts, and communications with the clerk's office;
- Records regarding the lockout, storage, or handling of my personal property;
- Any internal discussions regarding myself or my minor child.

This preservation duty arises under federal law because there is an active federal case, Weston v. WIP 800 J Lofts, Case No. 2:25-cv-02364 (E.D. Cal.), and a forthcoming civil suit. Failure to preserve evidence may subject you and your clients to sanctions, adverse inference instructions, and further liability.

Respectfully, Asva Weston Plaintiff - Weston v. WIP 800 J Lofts United States District Court, Eastern District of California Case No. 2:25-cv-02364

[Quoted text hidden]

Mail Delivery Subsystem <mailer-daemon@googlemail.com> To: honesty.destin@gmail.com

Thu, Aug 28, 2025 at 6:31 PM



### Address not found

Your message wasn't delivered to nccsasemanagers@ktslaw.com because the address couldn't be found, or is unable to receive mail.



### **LEARN MORE**

▲This Gin Revil Lake you to a 3 hird-party steKD

Document 6

Filed 09/05/25

Page 78 of 115

The response from the remote server was:

550 Invalid Recipient - https://community.mimecast.com/docs/DOC-1369#550 [m67g-aBRNhSdlQkL90065g.us433]

Final-Recipient: rfc822; nccsasemanagers@kts-law.com

Action: failed Status: 5.1.1

Remote-MTA: dns; us-smtp-inbound-1.mimecast.com. (170.10.128.221, the server

for the domain kts-law.com.)

Diagnostic-Code: smtp; 550 Invalid Recipient - https://community.mimecast.com/docs/DOC-1369#550 [m67g-

aBRNhSdlQkL9oo65g.us433]

Last-Attempt-Date: Thu, 28 Aug 2025 18:31:35 -0700 (PDT)

noname

Honesty Destin < honesty.destin@gmail.com>

To: NCcasemanagers@kts-law.com

Thu, Aug 28, 2025 at 6:35 PM

[Quoted text hidden]

Honesty Destin < honesty.destin@gmail.com>

To: NCcasemanagers@kts-law.com

Thu, Aug 28, 2025 at 6:36 PM

----- Forwarded message ------

From: Honesty Destin < honesty.destin@gmail.com>

Date: Thu, Aug 28, 2025 at 6:29 PM

Subject: Re: 800J- Notice of abandonment

[Quoted text hidden] [Quoted text hidden]

Honesty Destin < honesty.destin@gmail.com>

To: NCcasemanagers@kts-law.com

Thu, Aug 28, 2025 at 6:37 PM

----- Forwarded message -----

From: Honesty Destin < honesty.destin@gmail.com>

Date: Thu, Aug 28, 2025 at 6:31 PM

Subject: Re: 800J- Notice of abandonment

To: Leah Flores <LFlores@sares-regis.com>, 800J <800J@sares-regis.com>, <nccsasemanagers@kts-law.com>

[Quoted text hidden]

Honesty Destin Schonesty destin and the Monesty Destin School Strain Company

Document 6 Filed 09/05/25

Pring Aug 28, 2025 at 6:37 PM

To: NCcasemanagers@kts-law.com

[Quoted text hidden]

Honesty Destin < honesty.destin@gmail.com>

To: NCcasemanagers@kts-law.com

Thu, Aug 28, 2025 at 6:37 PM

[Quoted text hidden]

Honesty Destin < honesty.destin@gmail.com>

Thu, Aug 28, 2025 at 7:12 PM

To: Leah Flores <LFlores@sares-regis.com>, 800J <800J@sares-regis.com>, NCcasemanagers@kts-law.com

Be further advised: The violations already committed by you, your firm, and your client are grave and ongoing. I will pursue every available legal remedy without compromise. This includes not only compensatory and punitive damages in both federal and state courts, but also sanctions, attorney misconduct complaints, and formal reports to regulatory agencies.

Every attorney and bar card holder involved in this matter will be individually included in complaints and litigation filed with every appropriate authority, including but not limited to the U.S. Department of Housing and Urban Development (HUD), the California Civil Rights Department, tenants' rights organizations, and the California State Bar. No responsible party will be shielded, and no participation in this misconduct will be overlooked.

Your professional involvement in this misconduct will therefore be subject to **full review for ethical and disciplinary violations**. I intend to hold each responsible party fully accountable, individually and collectively, before the courts and before every relevant oversight body.

There will be **no leniency and no concession** for actions that have deprived me and my minor child of our rights, our home, and our property. Every communication, directive, and decision from this point forward will be preserved, presented to the courts, and pursued to its fullest consequence.

Finally, let me be clear: Your client and their agents have already manipulated court proceedings, leveraged the Sheriff's Office, and concealed fraudulent conduct, including the activities of Maher Rashid. These acts are already part of my federal civil rights case (Case No. 2:25-cv-02364) and will be expanded upon in forthcoming litigation. I know the extent of the corruption and misconduct that has occurred, and I will expose it in every forum available.

Any interference with or disposal of my belongings will be treated as a further civil rights violation, fraudulent concealment, and abuse of legal process. I will pursue this without compromise, and I will hold every party involved—attorneys, property management, and bar card holders—fully accountable before the courts, HUD, the California Civil Rights Department, the California State Bar, and any other appropriate authority.

My belongings are to remain intact and untouched until the expiration of the statutory period. No exceptions.

I have been quiet and compliant throughout the process while being retaliated against for enforcing my rights. Up to now, I have been civil and acted in good faith, believing the company would do the right thing, but instead **corporate greed prevailed**.

Take note that my compliance and good faith measures were met with a wrongful eviction. You showed no empathy in the process. I will show none in the proceedings that follow.

I only restrained myself to maintain stability for my daughter, a first-year college student. I will not allow you to defame me or paint me as something I am not. I refused to let Maher Rashid scam or exploit me for money, and it appears I was targeted as cover for fraudulent activity within your company.

Your attempts to depict me as a "noncompliant tenant" to hide Maher's actions—and whatever else was being concealed —will be brought before every court and agency. I know the truth: what has occurred is not only unethical, but rises to the level of a **racketeering conspiracy**.

You should have come forward, been fair, and operated with ethics and dignity. Instead, you chose corruption, concealment, and retaliation. You will not defame me, insult my integrity, or silence me. I will bring these facts to light, and I will hold every responsible party accountable.

Case 2:25-cv-02364-DJC-CKD

Document 6

Filed 09/05/25

Page 80 of 115

Respectfully,

Asya Weston
Plaintiff – Weston v. WIP 800 J Lofts
United States District Court, Eastern District of California
Case No. 2:25-cv-02364

### **Academic & Professional Credentials:**

- J.D./LL.B. L1 Counsel University of London & Sacramento City College (Law)
- B.S. Computer Science San Francisco State University
- MBA Business & Economics, University of Houston
- Licensed Vocational Nurse (LVN) Crisis Care Specialist
- Nurse Educator Advocate & Community Servant



<sup>\*</sup>my moral, my character, my integrity, and my intelligence will not be insulted.

Case 2:24cv-02364-DJC-CKD etripl



Filed 09/03/25 hpsgb81-of115e

Receipt Of

ARKSPUR LOCK OUT HOUSING

EXPENSES

Weston, Asya

Confirmation Number: 54657645-1

Room Number: 434 Room Type: SKQ No. of Guests: 2

ARRIVAL		DEPARTURE RATE PLAI		ACCOUNT
08/11/2025		08/28/2025 MGR		137050
DATE	CODE	DESCRIPTION COMMENT	AMOUNT (USD)	CREDIT (USD)
08/11/2025	1002	Room Charge	\$129.00	\$0.00
08/11/2025	2010	Room Occupancy Taxes	\$15.48	\$0.00
08/11/2025	2011	Room Local Tourism Assessment Fee	\$3.71	\$0.00
08/11/2025	2014	Room Tourism and Travel Fee	\$0.26	\$0,00
08/11/2025	2015	Room STID Fee	\$1.29	\$0.00
08/12/2025	9004	Visa ***********4287	\$0.00	\$149.74
08/12/2025	1002	Room Charge	\$129.00	\$0.00
08/12/2025	2010	Room Occupancy Taxes	\$15.48	\$0.00
08/12/2025	2011	Room Local Tourism Assessment Fee	\$3.71	\$0.00
08/12/2025	2014	Room Tourism and Travel Fee	\$0.26	\$0.00
08/12/2025	2015	Room STID Fee	\$1.29	\$0.00
08/13/2025	1002	Room Charge	\$129.00	\$0.00
08/13/2025	2010	Room Occupancy Taxes	\$15.48	\$0.00
08/13/2025	2011	Room Local Tourism Assessment Fee	\$3.71	\$0.00
08/13/2025	2014	Room Tourism and Travel Fee	\$0.26	\$0.00
08/13/2025	2015	Room STID Fee	\$1.29	\$0.00
08/14/2025	9004	Visa ************************************	\$0.00	\$235,00
08/14/2025	1002	Room Charge	\$129.00	\$6.00
08/14/2025	2010	Room Occupancy Taxes	\$15.48	\$0.00
08/14/2025	2011	Room Local Tourism Assessment Fee	\$3.71	\$0,00
08/14/2025	2014	Room Tourism and Travel Fee	\$0.26	\$0.00
08/14/2025	2015	Room STID Fee	\$1.29	\$0.00
08/15/2025	9004	Visa **********4287	\$0.00	\$363.96
08/15/2025	1002	Room Charge	\$129.00	\$0.00
08/15/2025	2010	Room Occupancy Taxes	\$15.48	\$0.00
08/15/2025	2011	Room Local Tourism Assessment Fee	\$3.71	\$0.00
08/15/2025	2014	Room Tourism and Travel Fee	\$0.26	\$0.00
08/15/2025	2015	Room STID Fee	\$1.29	\$0.00
08/16/2025	1002	Room Charge	\$129.00	\$0.00
08/16/2025	2010	Room Occupancy Taxes	\$15.48	\$0.00
08/16/2025	2011	Room Local Tourism Assessment Fee	\$3.71	\$0.00
08/16/2025	2014	Room Tourism and Travel Fee	\$0.26	\$0.00
08/16/2025	2015	Room STID Fee	\$1.29	\$0.00
08/17/2025	1002	Room Charge	\$129.00	\$0.00
08/17/2025	2010	Room Occupancy Taxes	\$15.48	\$0.00
08/17/2025	2011	Room Local Tourism Assessment Fee	\$3.71	\$0,00
08/17/2025	2014	Room Tourism and Travel Fee	\$0.26	\$0.00
08/17/2025	2015	Room STID Fee	\$1.29	\$0.00
08/18/2025	9004	Visa *********4287	\$0.00	\$149.74
08/18/2025	9004	Visa ************************************	\$0.00	\$149.74
08/18/2025	1002	Room Charge	\$129.00	\$0.00
08/18/2025	2010	Room Occupancy Taxes	\$15.48	\$0.00
08/18/2025	2011	Room Local Tourism Assessment Fee	\$3.71	\$0.00
08/18/2025	2014	Room Tourism and Travel Fee	\$0.26	\$0.00
08/18/2025	2015	Room STID Fee	\$1.29	\$0.00
08/19/2025	1002	Room Charge	\$129.00	\$0.00

08/27/2025 13:40

Exhibit Sepur Landing

08/1 <mark>9/2625</mark> C	2:26-cv	-02 <del>236</del> 46-00placy CalesD	Document 6	Filed 09/05/25	Pages. & 2 of	115 \$0.00
08/19/2025	2011	Room Local Tourism Assessm	nent Fee		\$3.71	\$0.00
08/19/2025	2014	Room Tourism and Travel Fee			\$0.26	\$0.00
08/19/2025	2015	Room STID Fee			\$1.29	\$0.00
08/20/2025	9004	Visa *********4287	Turke de de vale indicebe erabbaciere anteracier		\$0.00	\$299.48
08/20/2025 08/20/2025	1002 2010	Room Charge Room Occupancy Taxes		SCAR BUTTON	\$129.00	\$0.00
08/20/2025	2010	Room Local Tourism Assessm	ont Coo		\$15.48 \$3.71	\$0.00 \$0.00
08/20/2025	2014	Room Tourism and Travel Fee	rus ar artikeas astrouw		\$0.26	\$0.00
08/20/2025	2015	Room STID Fee			\$1.29	\$0.00
08/21/2025	9004	Visa *********4287		22 5 20 0 1 2 2 1 3 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2	\$0.00	\$149.74
08/21/2025	1002	Room Charge			\$129.00	\$0.00
08/21/2025	2010	Room Occupancy Taxes	Color Committee Committee Color Committee Color Committee Color Co		\$15.48	\$0.00
08/21/2025	2011	Room Local Tourism Assessm	nent Fee		\$3.71	\$0,00
08/21/2025	2014	Room Tourism and Travel Fee	Xian turn makes the companies the companies and a		\$0.26	\$0.00
08/21/2025	2015	Room STID Fee			\$1.29	\$0.00
08/22/2025	9004	Visa **********4287			\$0.00	\$149.74
08/22/2025 08/22/2025	1002 2010	Room Charge Room Occupancy Taxes			\$129.00 \$15.48	\$0.00 \$0.00
08/22/2025	2010	Room Local Tourism Assessm	nent Fee		\$15.46 \$3.71	\$0.00
08/22/2025	2014	Room Tourism and Travel Fee			\$0.26	\$0.00
08/22/2025	2015	Room STID Fee			\$1.29	\$0.00
08/23/2025	9004	Visa ********4287	501.00000000000000000000000000000000000		\$0.00	\$149.74
08/23/2025	1002	Room Charge			\$129.00	\$0.00
08/23/2025	2010	Room Occupancy Taxes		F - 17 45 & 851 mm shood 1960 885790, 87570 st. (w. 179 ° 7.) 6 2 1755	\$15.48	\$0.00
08/23/2025	2011	Room Local Tourism Assessm	ent Fee		\$3.71	\$0.00
08/23/2025	2014	Room Tourism and Travel Fee		AND COME WHEN WERE A THE COME OF THE OF THE COME OF TH	\$0.26	\$0.00
08/23/2025	2015	Room STID Fee			\$1,29	\$0.00
08/24/2025	9004	Visa *********4287	of the country of the statement of the s		\$0.00	\$149.74
08/24/2025 08/24/2025	1002 2010	Room Charge Room Occupancy Taxes			\$129.00 \$15.48	\$0.00 \$0.00
08/24/2025	2010	Room Local Tourism Assessm	ent Fee		\$15.46 \$3.71	\$0.00
08/24/2025	2014	Room Tourism and Travel Fee			\$0.26	\$0.00
08/24/2025	2015	Room STID Fee			\$1.29	\$0.00
08/25/2025	9004	Visa **********4287			\$0.00	\$149.74
08/25/2025	1002	Room Charge			\$129,00	\$0.00
08/25/2025	2010	Room Occupancy Taxes	E. C.	1、7、9、9、9、9、1、1、1、1、1、1、1、1、1、1、1、1、1、1、	\$15.48	\$0.00
08/25/2025	2011	Room Local Tourism Assessm	<ul> <li>— 12 CASACTER PROFESSION AND ARREST</li> </ul>		\$3,71	\$0.00
08/25/2025	2014	Room Tourism and Travel Fee		P 1/2-1	\$0.26	\$0.00
08/25/2025	2015	Room STID Fee			\$1.29	\$0.00
08/26/2025	9004	Visa *********4287	Balans Marana a particum at anomeno menor		\$0.00	\$149.74
08/26/2025 08/26/2025	1002 2010	Room Charge  Room Occupancy Taxes			\$129.00 \$15.48	\$0.00
08/26/2025	2010	Room Local Tourism Assessm	ent Fee		\$15.48 \$3.71	\$0.00 \$0.00
08/26/2025	2014	Room Tourism and Travel Fee			\$0.26	\$0.00
08/26/2025	2015	Room STID Fee			\$1.29	\$0.00
08/27/2025	9004	Visa *********4287		-65100FW60VFFCEEE2.6 5 3/1 A F 45/1	\$0.00	\$149.74
			•			

(USD)

Sub-Total: \$2,064.00 Total Tax: \$331.84 **Total Payments:** (\$2,395.84) **Total Due:** \$0.00

SIGNATURE:		DATE:	

Exhibit S

Case 2:25-cv-02364-DJC-CKD

Document 6

Filed 09/05/25

Page 83 of 115

Summer

E CRC Sp25 CISS 327 LEC 18869 Cetin → Grades → Asya Weston Print Grades Grades for Asya Weston Announcements Syllabus CRC Sp25 CISS 327 LEC 1/ V Due Date ✓ Army Clsco Academ Due Startus Score Quizzes Discussion: Class Introductions 10/10 Mar 30 by 11:59pm Mar 24 at 5:47pm Ħ Discussions Orientation Quiz Chat 10 / 10 Mar 30 by 11:59pm Mar 30 at 7:14om 뇹 Discussion #1 20 / 20 Apr 6 by 11:59pm Mar 25 at 8:15am Ħ NameCoach Quiz 1 (Ch 1-3) 30 / 30 Apr 6 by 11:59pm **CRC Student Services** Do Lab 1 Projects 45 / 50 Apr 6 by 11:59pm Apr 6 at 8:53pm ter CRC Support Services Early Alert Referrals 20 / 20 Apr 6 at 3:40pm Apr 13 by 11:59pm ₽ Help with Basic Needs Quiz 2 (Ch 4-6) Quizzes 30 / 30<sup>®</sup> Apr 13 by 11:59pm Apr 6 at 4:32pm Do Lab 2 Projects Labs Apr 13 by 11:59pm May 17 at 8.56pm (tate) 12.5 / 50 **⊕**3 20 / 20 Apr 20 by 11:59pm Apr 9 at 4:17pm te Quitz 3 (Ch 7-9) Outzzes Apr 13 at 6:19pm Apr 20 by 11:59pm Do Lah 3 Projects 50 / 50 **₫**73 Apr 20 by 11:59pm Apr 20 at 10:58pm 20 / 20 Apr 27 by 11:59pm Apr 13 at 7:47pm Ħ Do Lab 4 Projects May 19 at 9:17pm (late) 30 / 50 Apr 27 by 11:59pm

Total; 80.99% (B-)

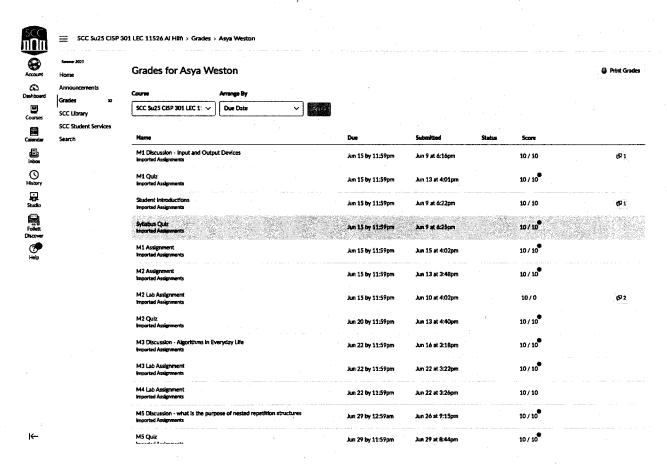
Show All Details

group:

Group Weight 0% 0% 34% 1% 17% 12% 12% 24% 0% 100% Calculate based only on graded assignments

You can view your grades base on What-If scores so that you know how grades will be affected by upcoming or resubmitted assignments. You can test score: that has yet to be graded.





otal: 102.57%

ty Show Saved "What-If"

Chris All Datall

Course assignments are not

Calculate based only on graded assignments

You can view your grades based on What-if scores so that you know how grades will be affected by upcoming or resubmitted assignments. You can test scores for an assignment that arready includes a score, or an assignment that thas yet to be graded.



Document 6 Filed 09/05/25

Page 85 of 115

(	·				<u></u> ۵ :
View My Classes					
Fall 2025 Change Term					A CONTRACTOR OF THE PROPERTY O
*** View lay Classes/Sphedule		By Class		By Date	
Weekly Schedule	Printable Page		☐ Show Enrolled Classes . ☐ Show Waitlisted	Classes 🖫 Show Dropped Classes	
Schedule Builder	LA 312 Torts and Personal	Injury	Million and the state of the st		and the second s
Shopping Cart	Status	Units Grading Basis	Grade Academic Pro	gram Requirement Designation	
Q Class Search and Enroll	Dropped	3.00 Graded	American River	College	Alberta state and the state an
Drop Classes	Class	Meeting Dates	Days and Times	Room	
Swap Classes - Same College	Lecture - 11210	08/23/2025 - 12/18/2025 08/23/2025 - 12/18/2025	Days: Saturday Times: 11:00AM to 12:30PM Days: To be Announced	ARC MAIN Online	\$
Planner		·	Times: 1:00AM to 1:00AM	ARC MAIN Online	
+ Add Another College	Enrollment Deadlines	View / Purchase My Textbooks			
The second of th					1



**Accept Your Offer!** 

# Wherever your story leads, SFSU is dedicated to empowering you to pursue your educational dreams bravely, confidently and passionately.

SFSU is a campus with inspiring faculty who value their student's experience and success. Trained at some of the finest institutions in the world, faculty members include winners of prestigious teaching awards, cutting-edge researchers and professionals devoted to solving community problems.

0.

# Welcome to San Francisco State, you are #SFSUbound

1 message

SF State Admissions <ugadmit@undergrad.sfsu.edu> Reply-To: SF State Admissions <ugadmit@sfsu.edu> To: Asya Weston <asyaweston@gmail.com>

Tue, Jan 28, 2025 at 10:26 PM

Email not displaying correctly? View it in your browser.









About the Library



Study Programme



Find Resources



Student Support

# Welcome to the Online Library

A service dedicated to students of the University of London's Distance learning community. We provide online resources, professional support and guidance to all our students whenever, and from wherever they have chosen to study.

# Stay connected with your global community

By joining our online community, you will be able to network with fellow students, see study tips and inspirational quotes, as well as stay informed of news and events.

Once you register, why not share the news on social media and tag us?

University of London Stewart House | 32 Russell Square | London WC1B 5DN | United Kingdom london.ac.uk

Please do not reply to this email as we will not see your response. If you have a query, first check if the answer is in our Knowledge Base. For further assistance, current students can contact us via the 'Ask a question' button in the Student Portal. If you do not yet have access to this, please visit our Contact us page for full details of ways to get in touch.





# **Alumni Community - speak to an Ambassador**

Did you know that you can get in touch with University of London Alumni Ambassadors? These are graduates who are happy to share their experience and words of wisdom. Alumni Ambassadors can advise you about how they managed their studies successfully and offer tips about balancing study with work and family commitments.

When you complete your studies, you will join a global network of more than 1 million alumni in over 190 countries, providing you with lifelong links to the University and each other.



# **Online Library**

All registered students have free access to the University of London's excellent Online Library. Here you can access a range of resources and services similar to those available in a physical library.

The Online Library currently provides access to over 100 million electronic items (such as journal articles and e-books), all of which are available 24/7 from any computer, tablet or mobile device equipped with a network connection. A team of professional and qualified librarians are available to offer guidance and support. They can be contacted at onlinelibrary@london.ac.uk.

For a quick introduction to the Online Library please view the getting started tutorial.

# We look forward to welcoming you

Gaining admission to a University of London programme is an impressive accomplishment and we look forward to helping you achieve your potential as a registered student.

Please read on to discover more about the academic excellence of our programmes and some of the resources you will have access to after registration.

Yours sincerely,

Tim Wade

Tim Wade

Director of Student Services (Student Experience)

# Study with the University of London, anywhere in the world

We are global. We are a community. We provide an opportunity for an outstanding education, and an internationally recognised academic qualification. We are the University of London, world renowned for our academic rigour and innovation.



Your success will be built on our proven record of academic excellence and integrity, derived from the international explanation of the federal of the members of the University of the Universi

These ensure that your qualification is always of the same high academic standard, irrespective of where or how you study. The prestige of our qualifications is valued and recognised by universities, employers, and many professional and statutory bodies worldwide.



# Enhance your employability

As a University of London student you will have access to a full range of resources and support from Careers experts at the University of London. We are dedicated to ensuring you reflect on your career objectives and identify professional development opportunities throughout your student journey.



Transcript not official without seal and signature SPVS Case 2:25-cV-02364-DJC-CRD BLU DOCUMENT OTH A FINE OF US 125 CV-Page 92 of 11

Cosumnes River College Official Transcript 8401 Center Parkway

Sacramento, CA 95823

Name Asya Weston SSN ### ## 9128 Student ID: 1046014 Birthdate: 01/21/1978

Print Date: 08/01/2025

Term GPA	4.000 Terr	m Totals	Attemptati 3.250	3.000	3.000	Points 12.000
Cum GPA	2.213 Cun	n Totals	Attempted 23.750	Earned 9	23.500	Points 52,000
Progress TERM F	PCT : 8% CUM PCT : 1	2%				

Academic Standing: Good Standing

Course	D	escription	Attempted	Earned	Grade	Points
CISS		sco: Network ecurity	3.504	3.500	В	10.500
			Attempted	Earned	GPA Units	Points
Term GPA	3,000	Term Totals	3.500	3.500	3.500	10.500
			Attempted	Eamed	<b>GPA Units</b>	Points
Cum GPA	2.315	Cum Totals	27.259	24.000	27.000	62.500
	PCT: 0% CUM PC ng: Good Standing					
CRC Career Tot	als					
Cum GPA:	2.315	Cum Totals	27.250	24.000	27.000	62.500

End of Cosumnes River College Official Transcript



Cosumnes River College is part of the Los Rios Community College District. This college is accredited by the Accrediting . Commissions 2025 100 115

### **EXPLANATION OF TRANSCRIPTS**

### **CREDIT**

One unit earned by performing three hours of class work per week for one semester. In lecture courses, two hours of preparation are required for each hour of lecture for one unit of credit. In laboratory courses, three hours of laboratory are required for one unit of credit.

### COURSE NUMBERS - Effective Summer 2003

1-99	Developmental/remedial courses; generally not accepted for associate degree or transfer credit
100-299	College level; generally non-transfer. Designed to meet requirements for associate degree programs.
200 400	Consently accounted by State Colleges and Universities

#### 300-499 Generally accepted by State Colleges and Universities.

### Effective through Spring 2003

Effective through	Spring 2003
1-49	Generally accepted by State Colleges and Universities.
50-99	Primarily designed to meet requirements for technical/vocational degree programs.
100-199	Primarily designed to meet requirements for specialized programs.
200-299	Developmental/remedial courses; generally not accepted for associate degree or transfer credit.
300-399	Non-credit courses; not acceptable for associate degrees or transfer credit.

### LETTERED COURSES - Prior to Fall 1989 were degree applicable

#### GRADUATION

- A minimum of 60 units is required for the Associate in Arts/Associate in Science degrees.
- Transfer students must have a cumulative 2.0 grade point average.
- Transfer credit may not be reflected on transcript.

	ADING KEY GRA	DE POINT SCALE
A	Excellent	4 grade points per unit
В	Good	3 grade points per unit
C	Satisfactory	2 grade points per unit
D	Passing, less than satisfactory	1 grade point per unit
F	Failing	0 grade points per unit
P or CR	Pass (Credit)	0 grade points per unit \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
NP or NC	No Pass (No Credit)-Non evaluative grade	0 grade points per unit counted in G.P.A
1	Incomplete-Non evaluative grade	0 grade points per unit
IP	In Progress	0 grade points per unit
EW	Excused Withdrawal-Non evaluative grade	0 grade points per unit – Effective Fall 2018
W	Withdrawal-Non evaluative grade	0 grade points per unit
RD	Report delayed	0 grade points per unit – Prior to Summer 2002

A grade point average (GPA) is computed for each student at the end of each semester/term. The semester/term GPA is determined by dividing the total number of grade points earned during the semester/term by the number of semester units attempted. Only courses for which grades of A, B, C, D, and F earned are counted as units attempted.

### PASS - NO PASS GRADING (FORMERLY KNOWN AS CREDIT - NO CREDIT)

An alternative non-penalty grading plan offered to students in lieu of the traditional letter grade. The equivalent of A, B, or C received for the course will be recorded as P or CR, with units earned. The equivalent of D or F will be recorded as NP or NC, with no units earned. Pass – No Pass grading went into effect beginning summer 2009.

#### INCOMPLETE GRADES

"I" grades must be completed within one year from the date assigned. If not completed within one year, the "I" reverts to the grade designated by the instructor at the time incomplete was assigned.

### SPECIAL SYMBOL CODES:

-	_ 0 1 1.120 0 2	00220,
	<b>IND1S 2000</b>	See note below course for explanation.
	<b>INDIS 3000</b>	See note below course for explanation.
	F* (or) D*	Academic Renewal-Grades discounted from GPA

### SCHOLASTIC STANDINGS

- 1. As of the Fall 1972 semester, scholastic standing is determined by a progress point average, which is comprised of the regular grading scale supplemented by 2 progress points for each unit of credit grade, and 0 progress points for each unit of No Credit grade. A 2.0 point average is required for good standing.
- 2. As of Summer 1981, good standing is based on a cumulative grade point average of 2.0 or higher and less than 50% of non-evaluative grades (W's, NC's, I's) of all units attempted. Students earn probation if, after attempting 12 units, they fall below a cumulative 2.0 G.P.A. or if 50% or more of all units attempted result in non-evaluative grades.

The rose-colored ink printed in the oval "Heatseaker Security spot" to the right reacts to changes in temperature, and is a special security feature designed to help instantly verify this transcript's authenticity. When exposed to heat, the ink in the oval disappears. When exposed to cold, the ink in the oval spot reappears. If this rose-colored ink is not visible, expose the document to cool air. If exposure to cool air does not make the rose-colored ink reappear quickly, the authenticity of this document should be questioned and verified with Cosumnes River College by calling the **Admissions & Records Office at (916) 691-7411**. This document also has a micro-print border around these remarks that can be viewed with a magnifying glass and an artificial watermark on the back—hold at an angle to view.



) ) )

### 

### Cosumnes River College Official Transcript 8401 Center Parkway

Name : Asya Weston SSN : ###-##-9128 Student ID: 1046014

8401 Center Parkway Sacramento, CA 95823

Transcript not official without seal and signature



O Desire

(Registrar)

Print Date: 08/01/2025

Birthdate: 01/21/1978

	Beginning of (	CRC Recal d-				Course BUS	350	Descrition Small Business Manufichtrepren	Attempted 3.000	Earned 0.000	Grade F	Points 0,000
Plan: Course ECE	Summer Early Childhood Education Major Description Hith/Sfty-Child Care	Attempte 1 0,50	<u>Earned</u> 0.500	<u>Grade</u> A	<u>Points</u> 2.000	ECE  Repealed: MATH	404	Child W/Spected Needs Course & Grades Disco Intermediate Algebra	3.000 ounted by Repeating 5.000 Attempted	5.000 Earned	F D GPA Units	0.000 5.000 Points
Term GPA	Set 4.000 Term Totals	Attempt: 6 0.850	Earned 0.500	GPA Units 0.500	Points 2.000	Term GPA		0.625 Term Totals	8,000 Attempted 20,500	5.000 Earned 17,500	8.000 GPA Units 20.500	5.000 Points 49.000
	4.000 Cum Totals PCT: 0% CUM PCT: 9% g: Good Standing	Attemptate: 0.5(1)	C.500	GPA Units 0.500	Points 2.000	Progress TERM F Academic Standin	ng: Academ	UM PCT : 0% to Probation 1		17.200	20.000	
Plan:	Fall 2: Early Childhood Education Major	007	1 7			Course BUS	350	Childhood Education Major  Description  Small Business	Attempted 3,000	Earned 0.000	Grade W	Points 0.000
Course ECE ECE ECS	Description  300 Intro Early Child Ed  312 Child Development 430 Citr/Dvrsty-ECE	3.60 3.00 3.1	3,000 3,000 3,000	Grade B C B	Points 9.000 6.000 9.000	Tcm GPA		Mgmt/Entrepion  0.000 Term Tot: 's	Attempted 0.000	Earned 0.000	GPA Units 0 000	Points 0.000
ENGRD	310 Prose Analysis & Interpretate	Attenues 3	3.000 Famed	B GPA Units	9,000 Points	Cum GPA		1.951 Cum lotals	Attempted 20.500	Earned 17.500	GPA Units 20.500	Points 40.000
Term GPA	2.750 Tenn Totals	Attento si	12.000 Estred	12,000 GPA Units	33.000 Points	Progress FERM F Academic Standing		CUM PCT 11% in Probation 2				
Cun GPA  Proviness TERM 6	2.800 Cum Totals	12,50	12.500	12,500	35,000	Plan:	Early	Fall 2 Childhood Education Major	2009			
	ng Good Standing		3/3			Course ECE	404	Description Child W/Special	Attempted 3.000	Earned 3.000	<u>Grade</u> A	Points 12.000
Plan:	Spring Farly Childhood Education Major	2008		10	0 - 500	Rapeated <sup>*</sup> MATH	81	Needs Repeated Course Academic Skills in Math I	0.250	0.000	NP	0.000

(10)

\*\*\*\*\*\*\*\*\*\*

Cosumnes River College is part of the Los Rios Community College District. This college is accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges.

### EXPLANATION OF TRANSCRIPTS

CKEDIL

One unit earned by performing three hours of class work per week for one semester. In lecture courses, two hours of preparation are required for each hour of lecture for one unit of credit. In laboratory courses, three hours of laboratory are required for one unit of credit.

### COURSE MIMBERS - Effective Summer 2003

	Generally accepted by State Colleges and Universities.	300-466
:	College level; generally non-transfer. Designed to meet requirements for associate degree programs	667-001
	Developmental/remedial courses; generally not accepted for associate degree or transfer credit	66-I
	COOZ JAHUHING AADAAN	T - CATCHAIGHT TOACA

#### Effective through Spring 2003

500-299	Developmental/remedial courses; generally not accepted for associate degree or transfer credit.
661-001	Primarily designed to meet requirements for specialized programs.
66-05	Primarily designed to meet requirements for technical/vocational degree programs.
6 <del>1</del> -1	Generally accepted by State Colleges and Universities.
THEORIES CHICAGO	coor Sunday

Non-credit courses; not acceptable for associate degrees or transfer credit.

LETTERED COURSES - Prior to Fall 1989 were degree applicable

### GRADUATION

66E-00E

- A minimum of 60 units is required for the Associate in Arts/Associate in Science degrees.
- Transfer students must have a cumulative 2.0 grade point average.
- Transfer credit may not be reflected on transcript.

## VDIAC KEY GRADE POINT SCAL

- Prior to Summer 2002	- tinn rea staion eberg 0	Report delayed	KD
	finu 19q strade points per unit	Withdrawal-Non evaluative grade	M
- Effective Fall 2018	O grade points per unit	Excused Withdrawal-Non evaluative grade	EM
	0 grade points per unit	In Progress	Ib
	0 grade points per unit	Incomplete-Non evaluative grade	1
A.4.D ni bətniroə	tinu 19q stnioq əbs1g 0	No Pass (No Credit)-Non evaluative grade	NP of NC
Units attempted not	tinu rəq etnioq əbarg 0	Pass (Credit)	P or CR
	tinu req etnioq eberg 0	Failing	E
	I grade point per unit	Passing, less than satisfactory	CI
	2 grade points per unit	Satisfactory	C
	3 grade points per unit	Good	В
	4 grade points per unit	Excellent	$\forall$

A grade point average (GPA) is computed for each student at the end of each semester/term. The semester/term GPA is determined by dividing the total number of grade points earned during the semester/term by the number of semester units attempted. Only courses for which grades of A, B, C, D, and F earned are counted as units attempted.

### PASS - NO PASS GRADING (FORMERLY KNOWN AS CREDIT - NO CREDIT)

An alternative non-penalty grading plan offered to students in lieu of the traditional letter grade. The equivalent of A, B, or C received for the course will be recorded as P or C, while units earned. Pass – No Pass grading went into effect beginning summer 2000.

### INCOMPLETE GRADES

"I" grades must be completed within one year from the date assigned. If not completed within one year, the "I" reverts to the grade designated by the instructor at the time incomplete was assigned.

F. (or) D*4 Academic Renewal-Grades discounted from F.
INDIS 3000 See note below course for explanation.
INDIS 2000 See note below course for explanation.
SECIVE SYMBOL CODES:

### SCHOLASTIC STANDINGS

- As of the Fall 1972 semester, scholastic standing is determined by a progress point average, which is comprised of the regular grading scale supplemented by 2 progress points for each unit of credit grade, and 0 progress points for each unit of No Credit grade. A 2.0 point average is required for good standing.
- As of Summer 1981, good standing is based on a cumulative grade point average of 2.0 or higher and less than 50% of non-evaluative grades (W's, MC's, P's) of all units attempted. Students earn probation if, after attempting 12 units, they fall below a cumulative 2.0 G.P.A. or if 50% or more of all units attempted result in non-evaluative grades.



The rose-colored ink printed in the oval "Heatseaker Security spot" to the right reacts to changes in temperature, and is a special security feature designed to help instantly verify this transcript's authenticity. When exposed to heat, the ink in the oval spot reappears. If this rose-colored ink is not visible, expose the document to cool air. If exposure to cool air does not make the rose-colored ink reappear quickly, the authenticity of this document ahould be questioned and verified with Cosumnes hiver College by calling the Admissions & Records Office at (916) 691-7411. This document also has a micro-print border around these remarks that at the Admissions & Records Office at (916) 691-7411. This document also has a micro-print border around these remarks that at the Admissions of the Adm

# Case 2:26-cy-02364-D1C-CKD

Outlook

Document 6 Filed 09/05/25 Page 96 of 115

### 924920721, Weston, Follow Up

From Lopez, Jaime <jaimelopez@navigator.sfsu.edu>
Date Fri 8/8/2025 8:41 AM

To Asya Weston <aweston@sfsu.edu>

1 attachment (75 KB)

Outlook-5muoumzu.png;

- this resulted in missing regestration deadlines

Hello Asya,

I have time to meet next week. Please use Navigate to schedule an appointment. If it is a legitimate emergency and you need someone immediately, I would suggest coming to our drop ins for a quick 15 minute consultation and at that point we can asses if we need a longer appointment.

Best,



Jaime Lopez, M.A. (he/him/his)
Academic Counselor
College of Science and Engineering | ADV
226
San Francisco State University
1600 Holloway Avenue

From: Weston, Asya <aweston@navigator.sfsu.edu>

San Francisco, CA 94132

**Sent:** Thursday, August 7, 2025 6:19 PM **To:** Jaime Lopez <jaimelopez@sfsu.edu> **Subject:** 924920721, Weston, Follow Up

I'm in need of an advisor due to a current criisis.

From: Asya Weston <aweston@sfsu.edu> Sent: Thursday, August 7, 2025 6:17 PM

**To:** Lopez, Jaime <jaimelopez@navigator.sfsu.edu> **Subject:** Re: 924920721, Weston, Follow Up

Hi Jamie,

What happens if I cant get into classes? I only see one class.



Case 2:25-cv-02364-DJC-CKD Document 6 Filed 09/05/25 Page 97 of 115 From: Lopez, Jaime <jaimelopez@navigator.sfsu.edu>

Sent: Friday, July 25, 2025 10:40 AM

To: Asya Weston <a weston@sfsu.edu>
Subject: 924920721, Weston, Follow Up

San Francisco State University

Hello,

We met yesterday to discuss your 6 units. I just wanted to let you know again if you have questions or concerns to please follow up with me so I may assist you.

Best,

Jaime Lopez

EAB Navigate360



Case 2:25-cv-02364-DJC-CKD

Document 6

Filed 09/05/25 Page 98 of 115

Exhibit: UOL UB envollment Vonfirmati

31 of many <





Student Number: 250161005

27 February 2025

I am pleased to confirm that you have been successful in your application for the Bachelor of Laws (LLB) Standard Entry programme. Congratulations on receiving an offer to study with the University of London!

I am now delighted to invite you to join our global student community.

Join the University of London World Class

The next step is to register and pay the required fees by 1 May 2025. Failure to register by the deadline date may result in your offer and registration to be deferred to the next available intake.

should receive two separate emails by 6 March 2025 giving you further information about how to register. The first email will include details of your usemame for the Pontal and the second email will contain your password. Please contact us if you do not receive both emails by 13 March 2025.



### Your offer

1 message

do-not-reply@london.ac.uk <do-not-reply@london.ac.uk>
To: asyaweston@gmail.com

Thu, Feb 27, 2025 at 3:50 AM

Your offer letter





Your offer letter

Name: Asya Weston

Student Number: 250161005

27 February 2025

Dear Asya Weston,

I am pleased to confirm that you have been successful in your application for the Bachelor of Laws (LLB) Standard Entry programme. Congratulations on receiving an offer to study with the University of London!

ow delighted to invite you to join our global student community.

# Join the University of London World Class

The next step is to register and pay the required fees by **1 May 2025**. Failure to register by the deadline date may result in your offer and registration to be deferred to the next available intake.

This secure link will allow you to complete your registration through the Student Portal. We anticipate that you should receive two separate emails by 6 March 2025 giving you further information about how to



register. The first email will include details of your username for the Portal and the second email will contain your password? Please Jointactus if your do not becent become by Plage at the 2025.5

### Student Portal



# **Key information**

Our Student Guide will provide you with everything you need to know about becoming a student of the University of London. Please ensure you also review the following important documents before you complete your registration:

- Student Terms and Conditions
- Programme Regulations
- Schedule of all fees payable for your programme

If you would like a PDF copy of your Offer Letter then this can be accessed via the My applications page

You may find the guidance on the Funding your study page helpful as you prepare to register.

# We are here to help

If you have any questions relating to this offer, please contact us via our Enquiry Hub.

### AFFIDAVIT OF ASYA WESTON

# I, Asya Weston, declare: Comme marshall In Pro PCl,

- 1. I am a Plaintiff in this case.
- 2. On August 5, 2025, I filed a Notice of Appeal in UD Case No. 24UD000805.
- 3. On August 7, 2025, Defendants executed a lockout despite the pending appeal.
- 4. Since August 7, 2025, I have been denied access to USPS-delivered mail, including legal filings and medications.
- 5. I have suffered irreparable harm, including risk of medical injury, educational disruption, and property loss.

conversion or

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

Dated: \_\_\_

/s/ Asya Weston

### **MEMORANDUM & AUTHORIZATION**

Plaintiffs Asya Weston and Corinne Marshall hereby authorize the filing of all attached motions, objections, and supporting documents in this case.

This memorandum confirms that all filings are submitted in good faith, pursuant to Fed. R. Civ. P. 11, and that Plaintiffs request the Court accept all attached documents as part of the record.

/s/ Asya Weston Corinne Marshall, Plaintiff Pro Se corinnemarshal06@gmail.com

### **DECLARATION OF CORINNE MARSHALL**

- I, Corinne Marshall, declare:
- 1. I am a Plaintiff in this action. I have personal knowledge of the facts in this declaration.
- 2. I resided with my mother, Asya Weston, at 800 J Street, Unit #414, Sacramento, CA.
- 3. On August 7, 2025, I personally observed that we were locked out of our unit while our appeal was pending.
- 4. Since the lockout, management has refused to provide access to our USPS-delivered mail. On/around August 31, 2025, Lisa Cook refused access to mail addressed to us.
- 5. As a result, I was unable to obtain [identify legal documents/medications/school materials], which caused [briefly state harm].
- 6. I also observed [any threats to dispose of property / dates / names / emails].
- 7. The statements above are true and correct to the best of my knowledge.

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

Executed on 9/4(25, 2025, at

Corinne Marshall, Plaintiff Pro Se corinnemarshal06@gmail.com

/s/ Asya Weston Asya Weston, Plaintiff Pro Se legallywest@outlook.xom 323-607-2207-

UNITED STATES DISTRICT COURT	
EASTERN DISTRICT OF CALIFORNIA	١

V١

EASTERN DISTRICT OF CALIFORNIA
Case No. 2:25-cv-02364-DJC-CKD
ASYA WESTON and CORINNE MARSHALL, Plaintiffs Pro Se, v. WIP 800 J LOFTS, et al., Defendants.
PROOF OF SERVICE BY MAIL
I, the Legal, declare as follows:
1. My address is:  2. On 9. 5. 252025, I served the following documents:  1. Plaintiffs' Motion for Temporary Restraining Order  2. [Proposed] TRO Order  3. Plaintiffs' Motion for Permission to File Electronically  4. [Proposed] Order Authorizing Electronic Filing  5. Plaintiffs' Motion for Extension of Time to File Exhibits  6. [Proposed] Order Granting Extension of Time  7. Objections to Magistrate Judge's Findings and Recommendations  8. [Proposed] Order on Objections on the Company of the United States of America that the foregoing is true and correct.
Executed on 9 5 2025, 2025, at 10:00 ar (city, state).
asyg Weston In proper

10. Affidarits asya wester + Cornine marsha
11. Declarations asya weston; Cornine marsha
12. POS 13. memo + authorsan

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

Asya Weston and Corinne Marshall,

Plaintiffs Pro Se,

v.

WIP 800 J Lofts, Patrick Crowly, Leslie Salvador, Lisa Cook,

Maher Rashid, Leah Flores et al.,

Defendants.

Case No. 2:25-cv-02364-DJC-CKD

# MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF FIRST AMENDED COMPLAINT

Document 6

### I. Introduction

Plaintiffs Asya Weston and Corinne Marshall submit this Memorandum of Points and Authorities to support their First Amended Complaint, filed pursuant to the Court's direction to cure deficiencies in the original filing of August 19, 2025. This memorandum addresses violations under the Racketeer Influenced and Corrupt Organizations Act (RICO, 18 U.S.C. § 1962(c), (d)), 42 U.S.C. § 1983 (due process), Fair Housing Act (FHA, 42 U.S.C. §§ 3601, 3617), Americans with Disabilities Act (ADA, 42 U.S.C. § 12101 et seq.), 42 U.S.C. § 1985 (conspiracy), and supplemental state law claims (Cal. Civ. Code §§ 789.3, 1942.5, 1717, 1947.3). The unlawful detainer (UD) action (Case No. 24UD000805) and eviction are null and void due to: (1) payment of \$12,950 since October 2024 (Exhibit B); (2) Maher Rashid's manipulation of the payment portal, falsifying ledgers; (3) refusal of Plaintiffs' June 2024 payment attempt and portal lockout; (4) the UD's nonpayment claim being fraudulent; (5) an unlawful attorney fee stipulation; and (6) no court reporter at the August 5, 2025, hearing.

### II. Statement of Facts

- Defendants, including WIP 800 J Lofts, its agents (Lisa Cook, Leah Flores, Maher Rashid), and attorneys (Patrick Crowly, Leslie Salvador, Kimball, Tirey & St. John LLP), formed an enterprise to exploit Plaintiffs' vulnerabilities (pro se status, race, familial status, disabilities).
- In June 2024, Maher Rashid refused Plaintiffs' rent payment and locked them out of the payment portal, falsifying ledgers to show delinquency (emails dated July 5, July 8, September 17, 2025).
- 3. Defendants filed a fraudulent UD (Case No. 24UD000805) in July 2024, alleging a \$2,800 nonpayment despite \$12,950 paid since October 2024 (Exhibit B), and coerced an unlawful attorney fee stipulation (Exhibit D).
- 4. The August 5, 2025, UD hearing lacked a court reporter, denying a verbatim transcript (Cal. Rules of Court, Rule 2.956).
- 5. Defendants executed a lockout on August 7, 2025, despite a pending appeal stay (Rule 8.112(e)), causing irreparable harm (medication loss, education disruption, property worth \$10,000).
- 6. Defendants obstructed mail, including legal documents and medications (USPIS Ref. No. 38163491), and leveraged clerical errors (Exhibit M).

### III. Legal Authorities

### A. RICO Violation (18 U.S.C. § 1962(c), (d))

To establish a RICO claim, Plaintiffs must show: (1) conduct (2) of an enterprise (3) through a pattern (4) of racketeering activity (5) causing injury to business or property. Sedima, S.P.R.L. v. Imrex Co., 473 U.S. 479, 496 (1985). A pattern requires at least two predicate acts within ten years. H.J. Inc. v. Northwestern Bell Tel. Co., 492 U.S. 229, 237 (1989).

 Enterprise: Defendants (WIP 800 J Lofts, Cook, Flores, Rashid, Crowly, Salvador, Kimball firm) operated as an associated-in-fact enterprise with a common purpose of exploiting Plaintiffs through fraudulent eviction. See Boyle v. United States, 556 U.S. 938, 946 (2009).

### 2. Predicate Acts:

- Mail Fraud (18 U.S.C. § 1341): Falsified UD filings and ledgers mailed or electronically transmitted (Exhibits A, B).
- Wire Fraud (18 U.S.C. § 1343): Maher Rashid's manipulation of the payment portal to falsify delinquency (emails dated July 5, July 8, September 17, 2025).
- Obstruction of Justice (18 U.S.C. § 1503): Blocking mail (USPIS Ref. No. 38163491) and leveraging clerical errors (Exhibit M) to impede court access.
- Obstruction of Correspondence (18 U.S.C. § 1702): Denying mail access, including medications (August 31, 2025, incident).

0

- Conduct: Defendants coordinated the eviction scheme, with Rashid manipulating the portal, Cook and Flores threatening property disposal (Exhibit C), and attorneys filing fraudulent documents.
- 4. Pattern: The predicate acts (June 2024–August 2025) are related, continuous, and ongoing, satisfying RICO's pattern requirement. H.J. Inc., 492 U.S. at 241.
- 5. Injury: Plaintiffs suffered displacement, property loss (\$10,000+), educational disruption, and reputational harm to Weston's Bar application.
  - → B. Due Process Violation (42 U.S.C. § 1983)
  - Defendants, acting under color of state law via UD proceedings, deprived Plaintiffs of property without due process. Mathews v. Eldridge, 424 U.S. 319, 333 (1976).
  - No Notice: The July 22, 2025, notice was pre-judgment, violating Cal. Code Civ. Proc. § 715.020 (Exhibit A).
  - No Fair Hearing: The 10-minute August 5, 2025, hearing lacked a court reporter, denying a transcript and appeal rights (Bounds v. Smith, 430 U.S. 817 (1977)).
  - Fraudulent Process: Maher's falsified ledgers, refusal of June 2024 payment, and unlawful attorney fee stipulation (Cal. Civ. Code § 1717) rendered the UD void (Fuentes v. Shevin, 407 U.S. 67 (1972)).

B. Due Process C. Housing and Disability Discrimination (42 U.S.C. §§ 3601, 3617; 42 U.S.C. § 12101 et seq.)

Defendants discriminated based on race (Black), familial status (Corinne as minor), and disabilities (ADHD, asthma), denying accommodations and retaliating post-December 2024 rights assertion. Texas Dep't of Housing v. Inclusive Communities Project, Inc., 576 U.S. 519 (2015); Tennessee v. Lane, 541 U.S. 509 (2004).

D. Conspiracy to Interfere with Civil Rights (42 U.S.C. § 1985)

Defendants conspired to deprive Plaintiffs of equal protection through coordinated fraud (falsified ledgers, unlawful stipulation), targeting protected characteristics. Griffin v. Breckenridge, 403 U.S. 88, 102 (1971).

E. Supplemental State Law Claims

Self-Help Eviction: The August 7, 2025, lockout violated Cal. Civ. Code § 789.3. Duncan v. Kihagi, 68 Cal. App. 5th 519 (2021).

Retaliation and Attorney Fees: Eviction based on disputed attorney fees and unlawful stipulation violated Cal. Civ. Code §§ 1942.5, 1717. De La Salle v. Sundby, 2015 WL 1882502 (Cal. Ct. App. 2015).

Payment Refusal: Blocking June 2024 payment and portal access violated Cal. Civ. Code § 1947.3. Green v. Superior Court, 10 Cal.3d 616 (1974).

Cal. Civ. Code § 1572 (Actual Fraud) – Maher's intentional manipulation of the payment portal to falsify ledgers:

Location: Section III.A.2 (Legal Authorities, RICO Violation, Predicate Acts): Listed under "Mail Fraud (18 U.S.C. § 1341)" as part of the fraudulent scheme involving falsified ledgers. cross-referenced with Cal. Civ. Code § 1572 for state law fraud.

Section IV.A (Argument, RICO Claim): Referenced as part of the fraudulent eviction scheme, specifically Maher's ledger manipulation.

18 U.S.C. § 1341 (Mail Fraud) – Falsified ledgers and UD filings transmitted via mail or electronically:

### Location:

Section III.A.2 (Legal Authorities, RICO Violation, Predicate Acts): Explicitly cited as a predicate act for RICO, tied to Maher's falsified ledgers (Exhibits A, B).

Section IV.A (Argument, RICO Claim): Noted as a predicate act linked to the UD's invalidity.

18 U.S.C. § 1343 (Wire Fraud) - Maher's manipulation of the payment portal to falsify delinquency:

### Location:

Section III.A.2 (Legal Authorities, RICO Violation, Predicate Acts): Explicitly cited as a predicate act, tied to Maher's portal manipulation (emails dated July 5, July 8, September 17, 2025).

Section IV.A (Argument, RICO Claim): Referenced as part of the coordinated fraud.

Cal. Civ. Code § 1947.3 (Payment Refusal) – Refusal of June 2024 payment and portal lockout:

### Location:

Section III.E (Legal Authorities, Supplemental State Law Claims): Explicitly cited for Defendants' refusal of June 2024 payment and locking Plaintiffs out of the payment portal.

Section IV.A (Argument, RICO Claim): Noted as part of the fraudulent scheme to create a false delinquency.

Section II (Statement of Facts, 2): Describes the June 2024 payment refusal and portal lockout, citing emails.

These violations are also cross-referenced in the First Amended Complaint (artifact ID: 99c0907f-4160-4110-8397-5c95223c17b1) in:

Introductory Statement (¶ 2(b), (c), (d)): Outlines Maher's portal manipulation, payment refusal, and nullity of the UD nonpayment claim.

Factual Allegations (¶ III, bullets 2, 3, 5; Refutation of Delinquency Claims): Details Maher's actions and cites the violations.

Counts 1 (Due Process), 4 (RICO), 10 (Conspiracy), 11 (State Law Claims): Incorporates these violations as part of the claims.

### IV. Argument

### 1. A. RICO Claim Merits Relief

Defendants' enterprise engaged in a pattern of racketeering (mail fraud, wire fraud, obstruction) to execute a fraudulent eviction, causing tangible harm. The falsified ledgers and portal manipulation by Maher Rashid, coupled with payment refusal, are predicate acts directly linked to the UD's invalidity.

### 2. B. Due Process Violations Justify Federal Intervention

The state court's failure to provide notice, a fair hearing, or a transcript, combined with Defendants' fraudulent ledgers and unlawful stipulation, violated Plaintiffs' Fourteenth Amendment rights. Federal courts may intervene under § 1983 when state processes fail. Pulliam v. Allen, 466 U.S. 522 (1984).

### 3. C. TRO Likelihood of Success

Plaintiffs are likely to succeed on RICO, § 1983, FHA, ADA, and state law claims due to overwhelming evidence (Exhibits A-F, M). Irreparable harm (medication loss, education disruption) and no undue delay support a TRO. Winter v. Natural Resources Defense Council, Inc., 555 U.S. 7 (2008).

### V. Conclusion

Plaintiffs respectfully request the Court accept the First Amended Complaint, grant the TRO, and award damages and injunctive relief as outlined.

- 4. Dated: September 5, 2025
- 5. /s/ Asya Weston, Pro Se
- 6. Asya Weston, 800 J Street, Unit #414, Sacramento, CA 95826
- 7. asya.weston@email.com, (916) 555-1234
- 8. /s/ Corinne Marshall, Pro Se
- 9. Corinne Marshall, 800 J Street, Unit #414, Sacramento, CA 95826

corinne.marshall@email.com, (916) 555-5678

10.

- 10 Defendants executed a lockout on August 7, 2025, despite a pending appeal stay (Rule 8.112(e)), causing irreparable harm (medication loss, education disruption, property worth \$10,000).
- Defendants obstructed mail, including legal documents and medications (USPIS Ref. No. 38163491), and leveraged clerical errors (Exhibit M).

### III. Legal Authorities

### A. RICO Violation (18 U.S.C. § 1962(c), (d))

To establish a RICO claim, Plaintiffs must show: (1) conduct (2) of an enterprise (3) through a pattern (4) of racketeering activity (5) causing injury to business or property. Sedima, S.P.R.L. v. Imrex Co., 473 U.S. 479, 496 (1985). A pattern requires at least two predicate acts within ten years. H.J. Inc. v. Northwestern Bell Tel. Co

37

Ot RICO

Element	Description	Events/Evidence
Enterprise	Group acting as unit	WIP 800 J Lofts, management (Cook, Flores, Rashid), attorneys (Crowly, Salvador, Kimball firm)
Pattern of Racketeering	At least 2 predicate acts	Mail fraud (false UD filings, falsified ledgers); Wire fraud (manipulated payment portal); Obstruction of mail (mail access denial); Obstruction of justice (clerical sabotage, no court reporter)
Conduct	Managing enterprise through pattern	Agents intentionally constructed eviction: blocked payments (June 2024 refusal, portal lockout); coerced stipulation; executed lockout
Injury	Harm to property/business	Displacement, property loss (\$10,000+), educational disruption, reputational harm; Supported by Exhibits A-F, M

exhibit: RICO

V. WIP 800 J LOFTS, et al., Defendants. NOTICE OF FILING PACKET

### TO THE CLERK OF THE COURT:

Please accept for filing the enclosed packet of documents for docketing in the above-captioned case.

Document 6

### **Enclosed Documents:**

- 1. First Amended Complaint
- 2. Plaintiffs' Objections to Magistrate Judge's Findings and Recommendations (with [Proposed] Order)

1 horse

- 3. Plaintiffs' Motion for Temporary Restraining Order (with [Proposed] Order)
- 4. Plaintiffs' Motion for Extension of Time to File Exhibits (with [Proposed] Order)
- 5. Plaintiffs' Motion for Permission to File Electronically (with [Proposed] Order)
- 6. Declaration of Asya Weston with Exhibits
- 7. Declaration of Corinne Marshall with Exhibits cross-referenced
- 8. Proof of Service
- 9. Memorandum & Authorization

10. Cover Sheet, Table of Contents, and Exhibit List

Dated: September 4, 2025

/s/ Asya Weston

Asya Weston, Plaintiff Pro Se

/s/ Corinne Marshall

Corinne Marshall, Plaintiff Pro Se

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF CALIFORNIA

Case No. 2:25-cv-02364-DJC-CKD

ASYA WESTON and CORINNE MARSHALL, Plaintiffs Pro Se,

### UNITED STATES DISTRICT COURT EASTERN DISTRICT OF CALIFORNIA

Case No. 2:25-cv-02364-DJC-CKD

ASYA WESTON and CORINNE MARSHALL, Plaintiffs Pro Se, WIP 800 J LOFTS, PATRICK CROWLY, LESLIE SALVADOR, LISA COOK, MAHER RASHID, LEAH FLORES, et al., Defendants.

FILING PACKET – SEPTEMBER 5, 2025

### Contents:

- First Amended Complaint (with signatures)
- Plaintiffs' Objections to Magistrate Judge's Findings and Recommendations
- Plaintiffs' Motion for Temporary Restraining Order (with [Proposed] Order)
- Plaintiffs' Motion for Extension of Time to File Exhibits (with [Proposed] Order) (2)
- Plaintiffs' Motion for Permission to File Electronically (with [Proposed] Order)
- Declarations of Asya Weston and Corinne Marshall (with Exhibits
- Proof of Service
- Memorandum & Authorization

Filed by:

Asya Weston

mailing address

Corinne Marshall

# 9.4.25 TABLE OF CONTENTS - SEPTEMBER 3, 2025 FILING PACKET

Exhibit A – Sheriff's Lockout Report (Aug. 7, 2025)

Exhibit B - Bank Statements Showing \$12,950 Rent Payments

Exhibit C - Email from Leah Flores (Aug. 28, 2025, Property Disposal Threat)

Exhibit D - Affidavit of Asya Weston re: Stipulation Coercion

Exhibit E – UD Declaration of Asya Weston 2: 45

Exhibit F – UD Declaration of Corinne Marshall

Exhibit G – Notice of Default (Sept. 3, 2025) + Certificate of Mailing (Sept. 4, 2025)

Exhibit H – Court Minutes (Aug. 5, 2025 Hearing)

Exhibit I - Declaration re: Clerk's "Winter" Statement

Exhibit L - Copy of Stipulated Order (highlighting improper attorney's fees)

Exhibit M - Clerk's Rejection Notice (Aug. 31, 2025)

Exhibit N – HUD Inquiry Response (Sept. 3, 2025)

Exhibits are filed in support of Plaintiffs' First Amended Complaint, Motion for TRO, and

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

Case No. 2:25-cv-02364-DJC-CKD

Objections.

ASYA WESTON and CORINNE MARSHALL, Plaintiffs Pro Se,