

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

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GEORGE HOVAGUIMIAN
JAVIER NUNEZ

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

RAYMOND S. CHAN, C.E., S.E.
GENERAL MANAGER

FRANK BUSH
EXECUTIVE OFFICER

November 14, 2014

Council District: # 14

Honorable Council of the
City of Los Angeles
Room 395, City Hall

JOB ADDRESS: **1238 SOUTH MAIN STREET, LOS ANGELES, CA**
(AKA: 1240 SOUTH MAIN STREET, LOS ANGELES, CA)
ASSESSORS PARCEL NO. (APN): **5139-027-013**

On July 18, 2012, pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Department of Building and Safety (the "Department") investigated and identified code violations at: **1238 South Main Street, Los Angeles, California** (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Pursuant to Section 98.0421, the property owner was issued an order on July 18, 2012, to pay a code violation inspection fee after violations were identified and verified upon inspection. The code violation inspection fees imposed by the Department are as follows:

<u>Description</u>	<u>Amount</u>
Code Violation Investigation fee	336.00
System Development Surcharge	20.16
System Development Surcharge late fee	50.40
Late Charge/Collection fee (250%)	840.00
Accumulated Interest (1%/month)	318.57
Title Report fee	42.00
Grand Total	\$ 1,607.13

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed a lien for a total sum of **\$1,607.13** recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "City Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that the City Council instruct the Department to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$1,607.13** on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY

for 
Steve Ongele
Chief, Resource Management Bureau

ATTEST: HOLLY L. WOLCOTT, CITY CLERK

Lien confirmed by
City Council on:

BY: _____
DEPUTY



5711 W. SLAUSON AVE., SUITE 170
CULVER CITY, CA 90230
Phone 310-649-2020 310-649-0030 Fax

Property Title Report

Work Order No. T10569
Dated as of: 07/18/2014

Prepared for: City of Los Angeles

SCHEDULE A
(Reported Property Information)

APN #: 5139-027-013

Property Address: 1238 S MAIN ST ✓ **City: Los Angeles** **County: Los Angeles**

VESTING INFORMATION

Type of Instrument INDIVIDUAL QUITCLAIM DEED
Grantor: DAHLIA BOTACH, WIFE OF GRANTEE HEREIN
Grantee: SHLOMO BOTACH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY
Instrument: 89/611426 **Book/Page:** N/A
Dated: 04/13/1989 **Recorded:** 04/19/1989

MAILING ADDRESS: SHLOMO BOTACH,
5037 W. PICO BLVD, LOS ANGELES, CA 90019

SCHEDULE B

LEGAL DESCRIPTION

PARCEL 1:
LOT "A" OF TRACT 5235, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 45 PAGE 98 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
PARCEL 2:
LOT 2 BLOCK 3 OF O.W. CHILD'S TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE 355 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

MORTGAGES/LIENS

Type of Instrument DEED OF TRSUT
Trustor/Mortgagor: SHOLOMO BOTACH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY
Lender/Beneficiary: CATHAY BANK, A CALIFORNIA BANKING CORP.
Trustee: CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION
Instrument: 06/0326304 **Book/Page:** N/A

INTUITIVE REAL ESTATE SOLUTIONS
5711 W. SLAUSON AVE., SUITE 170
CULVER CITY, CA 90230
Phone 310-649-2020 310-649-0030 Fax

Work Order No. T10569

SCHEDULE B (Continued)

Amount: \$7,000,000.00
Dated: 02/03/2006
Maturity Date: 02/03/2036

Open Ended: NO
Recorded: 02/13/2006

MAILING ADDRESS: CATHAY BANK, A CALIFORNIA BANKING CORP, REAL
ESTATE COMMERCIAL LOAN DEPARTMENT,
800W 6TH STREET, 2ND FLOOR, LOS ANGELES, CA 90017.

ADDITIONAL MAILING ADDRESS: CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION,
560 EAST HOSPITALITY LANE, SAN BERNARDINO, CA 92408.

Type of Instrument MISCELLANEOUS

Comments: NOTICE OF LIS PENDENS, DATED 12/04/2009, RECORDED 02/20/2014 AS
INSTRUMENT NO. 20140178992.

MAILING ADDRESS: LYSAGHT LAW GROUP,
233 WILSHIRE BL #700, SANTA MONICA, CA 90401

ADDITIONAL MAILING ADDRESS: JOEL TAMRAZ, ESQ.,
5959 WEST CENTURY BLVD., SUITE 1408, LOS ANGELES, CA 90045

CHICAGO TITLE INSURANCE COMPANY
RECORDING REQUESTED BY:

89- 611426

AND WHEN RECORDED MAIL TO

SHLOMO BOTACH
5037 W. PICO BLVD.
LOS ANGELES, CA 90019

FEE \$25	M
A.F.N.F.	1

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INDIVIDUAL QUITCLAIM DEED

THIS CONVEYANCE
ESTABLISHES SOLE AND
SEPARATE PROPERTY OF A
SPOUSE R & T 11911

THE UNDERSIGNED GRANTOR(S) DECLARE(S):
DOCUMENTARY TRANSFER TAX IS \$ 5.00, OR

- () COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
- () COMPUTED ON FULL VALUE LESS VALUE OF LIENS AND ENCUMBRANCES
REMAINING AT TIME OF SALE.
- () UNINCORPORATED AREA: (XX) CITY OF LOS ANGELES AND,

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

DAHLIA BOTACH, WIFE OF GRANTEE HEREIN

HEREBY REMISES, RELEASES AND QUITCLAIMS TO

SHLOMO BOTACH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

PARCEL 1:

LOT "A" OF TRACT 5235, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 45 PAGE 98 OF MAPS, IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 2 BLOCK 3 OF O.W. CHILD'S TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE 355
OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.

DATE: APRIL 13, 1989

Dahlia Botach
DAHLIA BOTACH

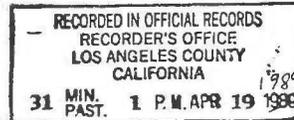
STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

ON APRIL 13, 1989 BEFORE ME,
THE UNDERSIGNED, A NOTARY PUBLIC IN AND
FOR SAID STATE, PERSONALLY APPEARED

DAHLIA BOTACH
PERSONALLY KNOWN TO ME OR PROVED TO ME ON
THE BASIS OF SATISFACTORY EVIDENCE TO BE
THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT
AND ACKNOWLEDGED THAT she EXECUTED
THE SAME.

SIGNATURE

Mary E. Perkins
MARY E. PERKINS
(TYPED OR PRINTED NAME)



(THIS SPACE FOR NOTARY SEAL)

8910610-67

2/13/06

LandAmerica Commercial Services

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RECORDATION REQUESTED BY:

06 0326304

991614-68

WHEN RECORDED MAIL TO:

CATHAY BANK, a California Banking Corp.
REAL ESTATE COMMERCIAL LOAN DEPARTMENT
800 W 6TH STREET, 2ND FLOOR
LOS ANGELES, CA 90017

Attn: Gary A. Cook, F.V.P.
Loan # 619300037

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated February 3, 2006, among SHLOMO BOTACH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, whose address is 5011 PICO BOULEVARD , LOS ANGELES, CA 90019 ("Trustor"); CATHAY BANK, a California Banking Corp., whose address is REAL ESTATE COMMERCIAL LOAN DEPARTMENT, 800 W. 6TH STREET, 2ND FLOOR, LOS ANGELES, CA 90017 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION, whose address is 560 EAST HOSPITALITY LANE, SAN BERNARDINO, CA 92408 (referred to below as "Trustee").

CONVEYANCE AND GRANT For valuable consideration, Trustor Irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances, all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights), and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LOS ANGELES County, State of California:

Lot "A" of Tract No 5235, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 45, Page 98 of Maps, in the office of the County Recorder of said County

The Real Property or its address is commonly known as 107-119 Pico Boulevard and 1238 - 1252 SOUTH MAIN STREET, LOS ANGELES, CA. The Assessor's Parcel Number for the Real Property is 5139-027-013.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938 In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS

PAYMENT AND PERFORMANCE Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents

POSSESSION AND MAINTENANCE OF THE PROPERTY Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions

Possession and Use Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property, (2) use, operate or manage the Property, and (3) collect the Rents from the Property

Duty to Maintain Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value

Nuisance, Waste Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scons, soil, gravel or rock products without Lender's prior written consent

Removal of Improvements Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value

Lender's Right to Enter Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to



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**DEED OF TRUST
(Continued)**

attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust

Compliance with Governmental Requirements Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE The following provisions relating to insuring the Property are a part of this Deed of Trust:

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may



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DEED OF TRUST (Continued)

Page 8

replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property

Property The word "Property" means collectively the Real Property and the Personal Property

Real Property The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness

Rents The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents

Trustee The word "Trustee" means CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION, whose address is 560 EAST HOSPITALITY LANE, SAN BERNARDINO, CA 92408 and any substitute or successor trustees

Trustor The word "Trustor" means SHLOMO BOTACH

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST

TRUSTOR

X [Signature] 2.07
SHLOMO BOTACH

CERTIFICATE OF ACKNOWLEDGMENT

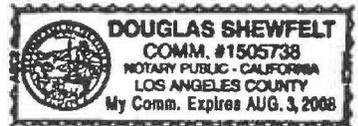
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

On FEB. 7, 2006, before me, DOUGLAS SHEWFELT Notary Public, personally appeared SHLOMO BOTACH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature [Signature]

(Seal)



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LYSAGHT LAW GROUP LLP
BRIAN C. LYSAGHT (SBN 61965)
blysaght@lysaghtlegal.com
NATASHA RIGGS (SBN 150889)
nriggs@lysaghtlegal.com
233 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401
Tel: (310) 566-8166

*Attorneys for Plaintiffs YOAV BOTACH and
BOTACH MANAGEMENT*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

YOAV BOTACH, an individual and as a
general partner of Botach Management, a
California General Partnership, BOTACH
MANAGEMENT, a California General
Partnership,

Plaintiffs,

v.

SHLOMO BOTACH, and DOES 1 through
50 inclusive,

Defendants.

CASE NO: BC527778

[Case Assigned To Hon. Deirdre Hill, Dept. 49]

**NOTICE OF PENDENCY OF ACTION
PURSUANT TO CODE OF CIVIL
PROCEDURE 405.20**

Trial Date: None Set
Complaint Filed: November 14, 2013

NOTICE OF LIS PENDENS

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TO ALL PERSONS CONDUCTING A SEARCH OF TITLE TO AND
OUTSTANDING ENCUMBRANCES ON THE REAL PROPERTIES LISTED IN EXHIBIT
"A" HERETO,

PLEASE TAKE NOTICE OF THE FOLLOWING:

- 1. On November 14, 2013, Yoav Botach and Botach Management (collectively "Plaintiffs") filed a complaint for dissolution of partnership in the above-referenced Court (the "Complaint"). The complaint seeks damages and injunctive relief.
- 2. The Complaint names Shlomo Botach ("Shlomo" or "Defendant") as defendant.
- 3. Plaintiff Yoav Botach is one of the two general partners of Plaintiff Botach Management. Defendant Shlomo Botach is the other.
- 4. The properties listed in Exhibit A hereto belong to and are assets of Plaintiff Botach Management. Plaintiffs request the lis pendens on said properties.

Dated: February 18, 2014

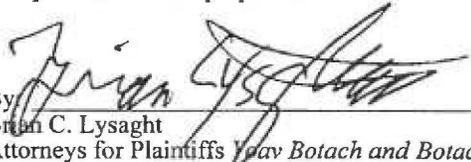
By 
 Brian C. Lysaght
 Attorneys for Plaintiffs Yoav Botach and Botach Management

EXHIBIT "A"

128 S. Westmoreland Ave., Los Angeles, CA 90004
3305 S. Main St., Los Angeles CA 90007
1216 N. La Brea Dr., Inglewood ,CA 90301
1064 N. Oxford Ave., Los Angeles., CA 90029 -
5070 W. Pico Blvd. Los Angeles. , CA 90019
4345 Crenshaw Blvd, Los Angeles, CA 90008
5076 W. Pico Blvd. Los Angeles, CA 90019
504 S. Rampart Blvd. Los Angeles, CA 90057
716 N. La Brea Ave., Inglewood CA 90302
5023 W. Pico Blvd. Los Angeles. CA 90019
434 S. Rampart Blvd, Los Angeles, CA 90057
5066 W. Pico Blvd. Los Angeles, CA 90019
5006 W. Pico Blvd. , Los Angeles, CA 90019
Tract # 1740 Ex of St Lot 4 BLK 6(5006 pico parking)
5405 W. Pico Blvd., Los Angeles. , CA 90019
1835 S. Bonnie Brae St., Los Angeles CA 90006
1830 W. Sunset Blvd., Los Angeles, CA 90026
1369 S. Mansfield Ave. , L.A. , CA 90019
5569 Sepulveda Blvd. Culver City, CA 90230
5210 S. Vermont Ave. , L.A. , CA 90037
2027 W. Slauson Ave., Los Angeles CA 90047
2314 W. Jefferson Blvd., Los Angeles. , CA 90018
2801 W. San Marino St., Los Angeles, CA 90006
1228 S. Bedford St. , L.A. , CA 90035
1843 W. Martin Luther King Jr., Los Angeles, CA
1417 Hi Point , Los Angeles, CA 90035
5057 W. Pico Blvd., Los Angeles, CA 90019
5121 W. Pico Blvd., Los Angeles, CA 90019
1905 S. Orange Dr., Los Angeles CA 90016
5630 W. Pico Blvd., Los Angeles, CA 90019
1201 S. Greenwood Ave., Montebello CA 90640
5610 W. Pico Blvd., Los Angeles, CA 90019
3219 W. James M Wood Blvd. Los Angeles, CA 90006
Ex of Mining Rights Tract #3983 (5608 Pico Parking)
5502-5510 W. Pico Blvd., Los Angeles, CA 90019
2221 S. Union Ave., Los Angeles, CA 90007
5201 S. Western Ave., Los Angeles, CA 90062
5650 W. Pico Blvd., Los Angeles , CA 90019
5015 W. Pico Blvd., Los Angeles, CA 90019
5080 W. Pico Blvd., Los Angeles, CA 90019
1416 Redondo Blvd. (5080 Pico Parking)

EXHIBIT "A"**A-1**

EXHIBIT "A"

- 5040 W. Pico Blvd., Los Angeles, CA 90019
- 3201 W. Washington Blvd., Los Angeles, CA 90018
- 2531 W. Washington Blvd., Los Angeles, CA 90018
- 1434 S. La Brea Ave , L.A. , CA 90019
- 1425 S. La Brea Ave, Los Angeles, CA 90019
- 1415 S. La Brea Ave, Los Angeles, CA 90019
- 1501 S. La Brea Ave, Los Angeles, CA 90019
- 1439 S. La Brea Ave, Los Angeles, CA 90019
- 1401 Carmona Ave , Los Angeles, CA 90019
- 3500 W. Pico Blvd., L.os Angeles , CA 90019
- 730 N La Brea Ave., Inglewood, CA 90302
- 5025 W. Pico Blvd., Los Angeles, CA 90019
- 1217 S. Mullen Ave. Los Angeles, CA 90019
- 5608 W. Pico Blvd., Los Angeles, CA 90019
- 1214 S. Wooster St. , Los Angeles. ,CA 90035
- 2043 W. Vernon Ave.Los Angeles, CA 90058
- 1240 S. Main St., Los Angeles CA 90015
- 1149 S. Los Angeles St. Los Angeles. , CA 90015
- 1255 S. Cochran Ave., Los Angeles, CA 90019
- 5350 San Vicente Blvd. , L.A. CA 90019
- 1910 S. Orchard Ave., L.os Angeles, CA 90007
- 13453 Inglewood Ave. Hawthorne ,CA 90250
- 908 S. Normandie Ave., Los Angeles CA 90006
- 5007 W. Pico Blvd., Los Angeles, CA 90019
- 4367 S. Van Ness Avè., Los Angeles, CA 90062
- 648 S. Sycamore Ave. Los Angeles, CA 90036
- 401 S. Union Ave., Los Angeles, CA 90017
- 724 N. La Brea Ave, Inglewood , CA 90302
- 222 W. Pico Blvd., Los Angeles, CA 90015
- 336 E. Carson St. , Carson , CA 90745
- 5037 W. Pico Blvd., L.os Angeles, CA 90019
- 181 E. Vernon Ave., Los Angeles CA 90011
- 5047 W. Pico Blvd., Los Angeles, CA 90019
- 5041 W. Pico Blvd., L.os Angeles, CA 90019
- 1910 S. Shenandoah St , Los Angeles, CA 90034
- 1310-1312 S. Olive St, Los Angeles, CA 90015
- 4367 S. VANNESS, Los Angeles, CA 90058

Exhibit "A"

A-2

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a resident of the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within case. My business address is 233 Wilshire Blvd., Suite 700, Santa Monica, CA 90401.

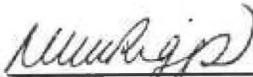
On February 18, 2014, I served the following document described as NOTICE OF PENDENCY OF ACTION on all parties in this matter via U.S. certified mail, return receipt requested, by placing a true copy thereof enclosed in a self-addressed sealed envelope with postage prepaid addressed as follows:

Law Offices of Joel F. Tamraz
Joel Tamraz, Esq.
5959 West Century Blvd., Suite 1408
Los Angeles, CA 90045

Attorney for Defendant Shlomo Botach

Executed on February 18, 2014 at Los Angeles, California.

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



NATASHA RUGGS

botach

EXHIBIT B

ASSIGNED INSPECTOR: **TOM WILLIS**

Date: November 14, 2014

JOB ADDRESS: **1238 SOUTH MAIN STREET, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **5139-027-013**

Last Full Title: **07/18/2014**

Last Update to Title:

LIST OF OWNERS AND INTERESTED PARTIES

- 1). SHLOMO BOTACH
5037 WEST PICO BLVD.
LOS ANGELES, CA. 90019-4127
CAPACITY: OWNER

- 2). SHLOMO BOTACH
5011 WEST PICO BLVD.
LOS ANGELES, CA. 90019-4127
CAPACITY: OWNER

- 3). CATHAY BANK
REAL ESTATE COMMERCIAL LOAN DEPARTMENT
800 WEST 6TH STREET, 2ND FLOOR
LOS ANGELES, CA. 90017
CAPACITY: INERESTED PARTIES

- 4). CHICAGO TITLE COMPANY
560 EAST HOSPITALITY LANE
SAN BERNARDINO, CA. 92408
CAPACITY: INTERESTED PARTIES

- 5). LYSAGHT LAW GROUP
233 WILSHIRE BLVD., #700
SANTA MONICA, CA. 90401
CAPACITY: INTERESTED PARTIES

- 6). JOEL TAMRAZ, ESQ.
5959 WEST CENTURY BLVD., SUITE 1408
LOS ANGELES, CA. 90045
CAPACITY: INTERESTED PARTIES

Property Detail Report

For Property Located At :
1240 S MAIN ST, LOS ANGELES, CA 90015-2550



Owner Information

Owner Name: **BOTACH SHLOMO**
 Mailing Address: **5011 W PICO BLVD, LOS ANGELES CA 90019-4127 C017**
 Vesting Codes: **MM / /**

Location Information

Legal Description:	TRACT NO 5235 LOT A	APN:	5139-027-013
County:	LOS ANGELES, CA	Alternate APN:	
Census Tract / Block:	2079.00 / 1	Subdivision:	5235
Township-Range-Sect:		Map Reference:	44-C4 / 634-E6
Legal Book/Page:	45-98	Tract #:	5235
Legal Lot:	A	School District:	LOS ANGELES
Legal Block:		School District Name:	
Market Area:	C42	Munic/Township:	
Neighbor Code:			

Owner Transfer Information

Recording/Sale Date:	04/19/1989 / 04/1989	Deed Type:	QUIT CLAIM DEED
Sale Price:		1st Mtg Document #:	
Document #:	611426		

Last Market Sale Information

Recording/Sale Date:	04/19/1989 / 03/1989	1st Mtg Amount/Type:	\$250,000 / PRIVATE PARTY
Sale Price:	\$400,500	1st Mtg Int. Rate/Type:	/
Sale Type:		1st Mtg Document #:	611427
Document #:	611425	2nd Mtg Amount/Type:	/
Deed Type:	GRANT DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$2.38
New Construction:		Multi/Split Sale:	MULTIPLE

Title Company: **CHICAGO TITLE INSURANCE COMPAN**

Lender:
 Seller Name: **K ASSOCIATES**

Prior Sale Information

Prior Rec/Sale Date:	04/19/1989 / 04/1989	Prior Lender:	
Prior Sale Price:	\$200,000	Prior 1st Mtg Amt/Type:	/
Prior Doc Number:	611423	Prior 1st Mtg Rate/Type:	/
Prior Deed Type:	GRANT DEED		

Property Characteristics

Year Built / Eff:	1922 / 1923	Total Rooms/Offices		Garage Area:	
Gross Area:	168,056	Total Restrooms:		Garage Capacity:	
Building Area:	168,056	Roof Type:	CONCRETE	Parking Spaces:	
Tot Adj Area:		Roof Material:	CONCRETE	Heat Type:	
Above Grade:		Construction:	CONCRETE	Air Cond:	
# of Stories:	6.00	Foundation:	CONCRETE	Pool:	
Other Improvements:		Exterior wall:	BLOCK/STUCCO	Quality:	AVERAGE
		Basement Area:	10,880	Condition:	

Site Information

Zoning:	LAM2	Acres:	0.74	County Use:	LIGHT MANUFACTURING (3100)
Lot Area:	32,120	Lot Width/Depth:	x	State Use:	
Land Use:	LIGHT INDUSTRIAL	Commercial Units:	63	Water Type:	
Site Influence:		Sewer Type:		Building Class:	

Tax Information

Total Value:	\$10,900,000	Assessed Year:	2014	Property Tax:	\$153,105.76
Land Value:	\$6,000,000	Improved %:	45%	Tax Area:	13263
Improvement Value:	\$4,900,000	Tax Year:	2013	Tax Exemption:	
Total Taxable Value:	\$10,900,000				

Comparable Summary

For Property Located At



CoreLogic
RealQuest Professional

1240 S MAIN ST, LOS ANGELES, CA 90015-2550

1 Comparable(s) found. (Click on the address to view more property information)

▶ View Report

▶ Configure Display Fields

▶ Modify Comparable Search Criteria

Summary Statistics For Selected Properties: 1

	Subject Property	Low	High	Average
Sale Price	\$400,500	\$0	\$0	\$0
Bldg/Living Area	168,056	168,305	168,305	168,305
Price/Sqft	\$2.38	\$0.00	\$0.00	\$0.00
Year Built	1922	1974	1974	1974
Lot Area	32,120	148,324	148,324	148,324
Bedrooms	0	0	0	0
Bathrooms/Restrooms	0	0	0	0
Stories	6.00	0.00	0.00	0.00
Total Value	\$10,900,000	\$7,031,780	\$7,031,780	\$7,031,780
Distance From Subject	0.00	13.23	13.23	13.23

*= user supplied for search only

<input checked="" type="checkbox"/>	#	F	Address	Sale Price	Yr Blt	Bed	Baths/Restrooms(Full)	Last Recording	Bld/Liv	Lot Area	Dist
Subject Property											
			1240 S MAIN ST	\$400,500	1922			04/19/1989	168,056	32,120	0.0
Comparables											
<input checked="" type="checkbox"/>	1		11611 HART ST		1974			10/17/2014	168,305	148,324	13.23

Comparable Sales Report

For Property Located At



CoreLogic®

RealQuest Professional

1240 S MAIN ST, LOS ANGELES, CA 90015-2550**1 Comparable(s) Selected.**

Report Date: 11/13/2014

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$400,500	\$0	\$0	\$0
Bldg/Living Area	168,056	168,305	168,305	168,305
Price/Sqft	\$2.38	\$0.00	\$0.00	\$0.00
Year Built	1922	1974	1974	1974
Lot Area	32,120	148,324	148,324	148,324
Bedrooms	0	0	0	0
Bathrooms/Restrooms	0	0	0	0
Stories	6.00	0.00	0.00	0.00
Total Value	\$10,900,000	\$7,031,780	\$7,031,780	\$7,031,780
Distance From Subject	0.00	13.23	13.23	13.23

* = user supplied for search only

Comp #:	1	Distance From Subject: 13.23 (miles)			
Address:	11611 HART ST, NORTH HOLLYWOOD, CA 91605-5802				
Owner Name:	SELECTIVE HART PARTNERS LLC/SELECTIVE-9171 DESOTO LLC				
Seller Name:	BOBRICK WASHROOM EQUIPMENT INC				
APN:	2320-001-023	Map Reference:	16-D4 / 532-H5	Building Area:	168,305
County:	LOS ANGELES, CA	Census Tract:	1232.05	Total Rooms/Offices:	
Subdivision:	LANKERSHIM RANCH LAND & WATER	Zoning:	LAM2	Total Restrooms:	
Rec Date:	10/17/2014	Prior Rec Date:	08/31/2012	Yr Built/Eff:	1974 /
Sale Date:	10/09/2014	Prior Sale Date:	08/29/2012	Air Cond:	
Sale Price:		Prior Sale Price:	\$7,000,000	Pool:	
Sale Type:	N	Prior Sale Type:	FULL	Roof Mat:	
Document #:	1097005	Acres:	3.41		
1st Mtg Amt:	\$5,500,000	Lot Area:	148,324		
Total Value:	\$7,031,780	# of Stories:			
Land Use:	LIGHT INDUSTRIAL	Park Area/Cap#:	/		

EXHIBIT D

ASSIGNED INSPECTOR: TOM WILLIS

Date: November 14, 2014

JOB ADDRESS: 1238 SOUTH MAIN STREET, LOS ANGELES, CA

ASSESSORS PARCEL NO. (APN): 5139-027-013

CASE#: 473354

ORDER NO: A-3052135

EFFECTIVE DATE OF ORDER TO COMPLY: July 18, 2012

COMPLIANCE EXPECTED DATE: August 17, 2012

DATE COMPLIANCE OBTAINED: October 17, 2012

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-3052135

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

MARSHA L. BROWN
PRESIDENT
HELENA JUBANY
VICE-PRESIDENT
VAN AMBATIOLOS
VICTOR H. CUEVAS

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

ROBERT R. "Bud" OVROM
GENERAL MANAGER
RAYMOND S. CHAN, C.E., S.E.
EXECUTIVE OFFICER

ORDER TO COMPLY AND NOTICE OF FEE

BOTACH, SHLOMO
5011 W PICO BLVD
LOS ANGELES, CA 90019

CASE #
IMSP <i>8</i>
CARTS
PCIS
CNAT

CASE #: 473354
ORDER #: A-3052135
EFFECTIVE DATE: July 18, 2012
COMPLIANCE DATE: August 17, 2012

OWNER OF
SITE ADDRESS: 1238 S MAIN ST
ASSESSORS PARCEL NO.: 5139-027-013
ZONE: M2; Light Industrial Zone



An inspection has revealed that the property (Site Address) listed above is in violation of the Los Angeles Municipal Code (L.A.M.C.) sections listed below. You are hereby ordered to correct the violation(s) and contact the inspector listed in the signature block at the end of this document for a compliance inspection by the compliance date listed above.

FURTHER, YOU ARE ORDERED TO PAY THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) WHICH WILL BE BILLED TO YOU SEPARATELY. Section 98.0421 L.A.M.C.

NOTE: FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS FIFTY PERCENT COLLECTION FEE FOR A TOTAL OF \$1,176.00.

Any person who fails to pay the fee, late charge and collection fee, shall also pay interest. Interest shall be calculated at the rate of one percent per month.

The inspection has revealed that the property is in violation of the Los Angeles Municipal Code as follows:

VIOLATION(S):

- The approximate 30 ft x 30ft construction of a wooden mezzanine to the building was/is constructed without the required permits and approvals.

You are therefore ordered to: 1) Demolish and remove all construction work performed without the required permit(s). 2) Restore the existing structure(s) to its originally approved condition, OR 3) Submit plans, obtain the required permits and expose the work for proper inspections.

Code Section(s) in Violation: 91.8105, 91.106.1.1, 91.106.1.2, 91.108.4, 91.106.3.2, 91.103.1, 93.0104, 94.103.1.1, 95.112.1, 91.5R106.1.1, 91.5R106.1.2, 91.5R108.4, 91.5R106.3.2, 91.5R103.1, 12.21A.1.(a) of the L.A.M.C.

Location: At the rear of the retail store known as 1238 S. Main Street

Comments: This mezzanine was built without approved permits.

*File closed 10-17-2012
Armando Portian*



CODE ENFORCEMENT BUREAU
For routine City business and non-emergency services: Call 3-1-1
www.ladbs.org

NON-COMPLIANCE FEE WARNING:

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of **\$550.00** may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

NOTE: FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF **\$1,925.00**.

Any person who fails to pay the non-compliance fee, late charge and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

PENALTY WARNING:

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.

INVESTIGATION FEE REQUIRED:

Whenever any work has been commenced without authorization by a permit or application for inspection, and which violates provisions of Articles 1 through 8 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.) , and if no order has been issued by the department or a court of law requiring said work to proceed, a special investigation fee which shall be double the amount charged for an application for inspection, license or permit fee, but not less than \$400.00 , shall be collected on each permit, license or application for inspection. Section 98.0402 (a) L.A.M.C.

APPEAL PROCEDURES:

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine err or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

If you have any questions or require any additional information please feel free to contact me at (323)789-2789.

Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector: Armando Pastran

Date: July 11, 2012

ARMANDO PASTRAN
8475 S. VERMONT AVE.
LOS ANGELES, CA 90044
(323) 789-2789


REVIEWED BY

