

April 15, 2003

X
Lt. Gary De Cew
Cerritos Sheriff Station
18135 South Bloomfield Avenue
Cerritos, CA 90703
Phone (562) 860-0044
FAX (562) 916-1379

} Michael R. McDermott, Captain

Dear Lieutenant Gary De Cew,

We have been informed that you have been assigned to "coordinate our criminal investigation into the forgery allegations with investigators from our Commercial Crimes Bureau". Before you can coordinate the criminal investigation of the forgery allegations, you need to know what the forgery allegations are. Therefore, this letter describes the forgery incident, which we allege. And attached to this letter is the evidence pertaining to this forgery allegation, as explained below.

Also, along with sending our forgery report to your Commercial Crimes Bureau, will you also send it to the Forgery and Fraud Detail of the Detective Division of the Los Angeles County Sheriff, at 11515 South Colima Road, Building M. Room 104, Whittier, CA 90604?

If you have any other questions or need anything else from us please do not hesitate to contact us by FAX at (562) 982-5711, to which we can respond quickly, or by slower mail at Post Office Box 5248, Orange, CA 92863-5248. We will be more than happy to cooperate with you in any manner necessary in order to assist you in investigating our above forgery allegation.

X
We allege that Presidential Real Estate Agency, 1900 South Street, Suite 119, Cerritos, California 90703, has forged a document for a Real Estate transaction. Forgery is a violation of California Penal Code Section 470 (a) through (d).

RD
We believe a staff member of the office at Presidential Real Estate Agency, owned and operated by Allen Chiang, forged the initials of listing agent Richard Feng of Presidential Real Estate Agency on paragraph #8 of Counter Offer #1, which was an offer to purchase residential property. We believe Counter Offer #1 was forged in order to make the above Counter Offer #1 appear to be acknowledged as received by the property listing agent Richard Feng, by the designated time given in paragraph #3 of counter offer #1. Afterward, listing agent Richard Feng claimed in a FAX dated 7/9/02 that the initials in paragraph #8 of counter offer #1 were his own; we believe this claim is false.

Please find enclosed evidence that the above is a forgery.

- X
- 1) Conclusion statement from Handwriting Analyst W. A. Hatch.
 - 2) Conclusion statement from Handwriting Analyst J. Richard Nadeau.
 - 3) Copy of forged document, Counter Offer #1, dated 6/21/02. Forged initials "RF" are in paragraph #8.
 - 4) Copies of "known exemplars", documents with the initials of Real Estate listing agent Richard Feng, written up in the presence of clients Michael Steven Laham and Elana Laham.
 - 5) Copy of FAX dated 7/9/02 from listing agent Richard Feng, claiming that the initials on the above questioned counter offer #1 paragraph #8 are his.

We request that you investigate this matter. Forgery is a CRIME.

Michael Steven Laham and Elana Laham
P. O. Box 5248
Orange, California 92863-5248
FAX (562) 982-5711

NO.	COMM.	PAGES	FILE	DURATION	X/R	IDENTIFICATION	DATE	TIME	DIAGNOSTIC
01	OK	002	001	00:00:32	RCV	BOEING C-17 SE	MAR-28	09:58	C50FC0008BDD0
02	STOP	000	002	00:00:29	XMT	812135766917	MAR-28	10:41	4907A2000A070
03	407	009	003	00:04:20	XMT	812135766917	MAR-28	10:42	4507A2000A070
04	634	000/013	003	00:00:00	XMT	812135766917	MAR-28	10:54	0000000000000
05	634	000/013	004	00:00:00	XMT	812135766917	MAR-28	11:08	0000000000000
06	STOP	001	005	00:00:41	XMT	812135766942	MAR-28	11:26	290FA2000BDB0
07	OK	013	006	00:03:07	XMT	812135766942	MAR-28	11:28	2107A2000BDB0
08	OK	013	007	00:03:10	XMT	812135766942	MAR-28	11:44	2107A2000BDB0
09	OK	001	008	00:00:15	RCV	BOEING C-17 SE	MAR-28	15:20	C50FC0008BDD0
10	OK	001	009	00:00:13	RCV	BOEING C-17 SE	MAR-28	15:21	C50FC0008BDD0
11	OK	012	010	00:02:11	RCV	BOEING C-17 SE	MAR-28	15:27	C50FC0008BDD0
12	OK	001	011	00:00:20	RCV		MAR-30	01:31	0500C00000070
13	OK	001	012	00:00:35	RCV		MAR-31	13:26	0507C0000A070
14	OK	010	013	00:01:19	RCV	BOEING C-17 SE	APR-01	15:59	C50FC0008BDD0
15	OK	008	014	00:02:13	RCV	LARRY TELLIER	APR-01	16:03	C407C0009A070
16	OK	010	015	00:03:19	RCV	LARRY TELLIER	APR-01	16:08	C407C0009A070
17	OK	006	016	00:00:43	RCV	LARRY TELLIER	APR-02	08:54	C407C0009A070
18	OK	003	017	00:00:17	XMT	27462	APR-02	15:25	C107A2008BDD0
19	OK	003	018	00:00:29	XMT	27462	APR-02	15:26	C107A2008BDD0
20	OK	001/001	019	00:00:30	XMT	99161379	APR-03	09:46	4107A2000A070
21	OK	001/001	020	00:00:30	XMT	99161379	APR-03	09:47	4107A2000A070
22	OK	001/001	021	00:00:30	XMT	99161379	APR-03	09:59	4107A2000A070
23	OK	001/001	022	00:00:30	XMT	99161379	APR-03	10:00	4107A2000A070
24	OK	002	023	00:00:21	XMT	813106432077	APR-03	11:18	4107A2000BDB0
25	OK	002	024	00:00:41	RCV	5629161379	APR-03	13:09	0507C0000A070
26	OK	011	025	00:01:51	RCV	BOEING C-17 SE	APR-03	13:15	C50FC0008BDD0
27	OK	001/001	026	00:00:24	XMT	818085312982	APR-03	13:27	8107A2000A030
28	OK	005	027	00:01:14	RCV	C17 MTA AV/FC	APR-03	14:40	C407C0009A030
29	STOP	000/006	028	00:00:00	XMT	15625930333	APR-04	09:39	0000000000000
30	OK	006	029	00:00:56	XMT	30333	APR-04	09:41	C107A2008BDC0
31	OK	011	030	00:01:34	XMT	27462	APR-04	09:45	C107A2008BDC0
32	OK	001/001	033	00:00:26	XMT	818182229608	APR-04	10:26	0007A2000A070
33	STOP	000/001	032	00:00:00	XMT	188182229608	APR-04	10:28	0000000000000
34	BUSY	000/001	031	00:00:00	XMT	18182229608	APR-04	10:32	0000000000000
35	OK	020	034	00:05:16	RCV	LARRY TELLIER	APR-04	15:28	C407C0009A070
36	OK	020	035	00:05:15	RCV	LARRY TELLIER	APR-04	15:34	C407C0009A070
37	OK	007	036	00:01:38	RCV	5083573011	APR-06	16:05	050FC0000BCA0
38	OK	001/001	037	00:00:27	XMT	99161379	APR-07	07:29	4107A2000A070
39	OK	001/001	038	00:00:27	XMT	99161379	APR-07	08:00	4107A2000A070
40	OK	009	039	00:01:06	RCV	BOEING C-17 SE	APR-07	08:39	C50FC0008BDD0
41	OK	009	040	00:01:29	RCV	BOEING C-17 SE	APR-07	09:17	C50FC0008BDD0
42	OK	001	041	00:00:12	RCV	BOEING C-17 SE	APR-07	09:19	C50FC0008BDD0
43	OK	017	042	00:02:11	RCV	BOEING C-17 SE	APR-07	09:37	C50FC0008BDD0
44	OK	001	043	00:00:33	RCV		APR-07	10:31	0507C0000A070
45	OK	002	044	00:00:32	RCV	BOEING C-17 SE	APR-07	13:57	C50FC0008BDD0
46	OK	002	045	00:00:38	RCV	5629161379	APR-07	14:37	0507C0000A070
47	OK	001	046	00:00:45	RCV	214 975 1814	APR-08	00:27	0507C0000A070
48	OK	013	047	00:03:14	XMT	812135766942	APR-08	08:40	2107A2000BDB0
49	OK	013	048	00:03:14	XMT	812135766942	APR-08	09:04	2107A2000BDB0
50	OK	001	049	00:00:34	RCV		APR-08	11:48	0407C0000A070

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NO.	COMM.	PAGES	FILE	DURATION	X/R	IDENTIFICATION	DATE	TIME	DIAGNOSTIC
51	OK	001	050	00:01:04	RCV		APR-08	11:49	0407C0000A070
52	OK	002	051	00:00:30	RCV	5083573011	APR-08	12:35	050FC0000BCC0
53	OK	002	052	00:00:30	RCV	C-17 BUS OPS	APR-09	08:11	C507C0008BCD0
54	OK	001	053	00:00:37	RCV	626 281 0484	APR-09	09:12	050FC0000A070
55	OK	001/001	055	00:00:43	XMT	812133463739	APR-09	09:16	E100A20001030
56	BUSY	000/001	054	00:00:00	XMT	12133463739	APR-09	09:32	0000000000000
57	OK	002	056	00:00:22	XMT	815625931569	APR-09	10:26	C107A2008BCD0
58	OK	006	057	00:00:49	XMT	27462	APR-09	13:23	C107A2008BDD0
59	OK	001/001	058	00:00:25	XMT	818182229608	APR-10	13:20	0007A2000A070
60	OK	001/001	059	00:00:14	XMT	27462	APR-11	17:02	C107A2008BDD0
61	OK	002	060	00:00:47	RCV	1 562 630 8141	APR-14	10:51	0507C0000A070
62	OK	002	061	00:00:57	RCV		APR-14	12:52	0407C0000A070
63	OK	001/001	062	00:01:03	XMT	818182229608	APR-14	13:02	0007A2000A070
64	OK	001/001	063	00:00:14	XMT	27462	APR-14	15:16	C107A2008BDD0
65	OK	001/001	064	00:00:17	XMT	27462	APR-14	15:18	C107A2008BDD0
66	OK	013	065	00:05:35	XMT	99161379	APR-15	08:38	4107A2000A070
67	OK	013	066	00:05:35	XMT	99161379	APR-15	08:52	4107A2000A070

-BOEING L B

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W. A. "Bill" Hatch

Court Qualified
Handwriting Comparison Expert

1314 W. 21st Street
Santa Ana, Calif. 92706

(714) 547-2046

7-11-02

To: Michael & Elana Laham

I have compared the following documents:

KNOWN EXEMPLARS

1. Copy of a Residential Listing Agreement, beginning 4-23-02. With the initials " R.F." appearing as Broker's initials on page # 3.

2. Copy of an Envelope addressed to Mr. Mike Laham. From Richard Feng. Mailed ?-6-2002.

QUESTIONED DOCUMENT

Copy of a Counter Offer No. 1. Dated 6-22-02. With the initials R. F. appearing near the bottom as "Acknowlegment of Receipt.

OPINION FROM COMPARISON:

Based on the documents presented to me for comparison, it is my opinion that the person who printed the initials R. F. on the known exemplars, did not print the initials R.F. on the questioned document.

W. A. Hatch

W. A. HATCH

QUESTIONED DOCUMENT EXAMINER

J. Richard Nadeau M.A., M.S.
Board Certified Document Examiner
American College Of Forensic Examiners
6300 Orange Street #8
Los Angeles, CA 90048
323 651 3858

July 24, 2002

Michael and Elana Laham
164 Steamwood
Irvine, CA 92620

Document Examination

Questioned Writing: Initials RF on a California Association of Realtors form, dated June 21, 2002

Known Writing:

1. 4/21/02 Name Richard Feng (Agent) On a Real Estate Disclosure form, page 1,
2. On the same document the same signature, Richard Feng on page 2.
3. On the same document page 3, the same signature, Richard Feng,
4. On the same document, page 5, the same signature, Richard Feng.
5. On the same document, page 6, the signature Richard Feng.

Movement and form are basic traits that must agree for two writings to be written by the same person.

Under magnification, the movement of the suspect "R" is tremulous, indicating slow movement and conscious premeditation. The "R" is imitative in nature and an attempt to copy another's writing.

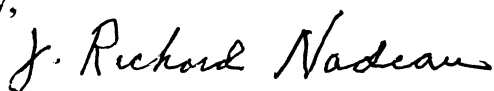
In addition, the suspect / questioned "R" is constructed using a convex form to complete the letter.

The Known "R" is constructed using a concave form to complete the letter.

Opinion

The suspect and the Known writing are written by two (2) different individuals.

Sincerely,

A handwritten signature in cursive script that reads "J. Richard Nadeau". The signature is written in dark ink and is positioned below the word "Sincerely,".

J. Richard Nadeau



CALIFORNIA
ASSOCIATION
OF REALTORS®

COUNTER OFFER No. 1

(For use by Seller or Buyer. May be used for Multiple Counter Offer.)

(C.A.R. Form CO-11, Revised 4/01)

FOR THE OFFER FROM PRESIDENTIAL MS. ^{RP} CHEN, @ \$175,000

Date 6-21-02 at Long Beach, California.

This is a counter offer to the: ☒ Residential Purchase Agreement, ☐ Counter Offer, ☐ Other ("Offer"),

dated 6-20-02, regarding 1614 Streamwood Trvino ("Property"),

between Alexis Amor & Christina T. ("Buyer"), and Mike Laham ("Seller").

1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:

A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.

B. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.

C.

Price is to be \$178,000.

D. The following attached addenda/supplements are incorporated in this Counter Offer: ☐ Contract Addendum No. _____

2. RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to continue to offer the Property for sale or for other transaction, and to accept any other offer at any time prior to communication of acceptance, as described in paragraph 3. If this is a Seller Counter Offer, Seller's acceptance of another offer prior to Buyer's acceptance and communication of acceptance of this Counter Offer, shall revoke this Counter Offer.

3. EXPIRATION: Unless acceptance of this Counter Offer is Signed by the Buyer or Seller (to whom it is sent) and communication of acceptance is made by delivering a Signed Copy, which is personally received, to the person making this Counter Offer or to Richard Fong, by 5:00 PM on the third calendar day after this Counter Offer is written (or, if checked, ☒ date 6-21-02, time 5 AM/PM), this Counter Offer shall be deemed revoked and the deposit shall be returned to Buyer. This Counter Offer may be executed in counterparts.

4. ☐ (If Checked): MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms that may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-Signed by Seller in paragraph 7 below and communication of Seller's acceptance is made by delivering a Signed Copy, in person, by mail or by facsimile, which is personally received, to Buyer or to _____. Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.

5. OFFER: ~~BUYER OR SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.~~

MICHAEL S. LAHAM

Date 06/20/02 06/21/02

ELANA LAHAM

Date 06/20/02 06/21/02

_____, accept the above Counter Offer (If checked ☐ SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.

Date _____ Time _____ AM/PM

Date _____ Time _____ AM/PM

7. MULTIPLE COUNTER OFFER SIGNATURE LINE: By signing below, Seller accepts this Multiple Counter Offer.

NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 6.) (Paragraph 7 applies only if paragraph 4 is checked.)

Date _____ Time _____ AM/PM

Date _____ Time _____ AM/PM

8. _____ (Initials) ACKNOWLEDGMENT OF RECEIPT: The maker of the Counter Offer, or that person's authorized agent as specified in paragraph 3, (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent as specified in paragraph 4) acknowledges receipt of a Signed Copy of this Counter Offer on _____ (date), at _____ AM/PM.

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____

Broker or Designee _____ Date _____



FROM : AMARA

PHONE NO. : 714 554 1216

Jun. 21 2002 05:11AM P2

PRESIDENTIAL, INC.

5627902344

P.2



CALIFORNIA
ASSOCIATION
OF REALTORS

COUNTER OFFER No. 1

(For use by Seller or Buyer. May be used for Multiple Counter Offer.)
(C.A.R. Form CO-1, Revised 4/01)

DATE: 6-21-02 Long Beach California
This is a counter offer to the: Residential Purchase Agreement, Counter Offer, Other (Circle)
dated 6-20-02 regarding 126 S. 22nd Street, Long Beach (Property)
between Arnop Amara (Buyer) and Mrs. L. L. L. (Seller).

- TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in Paragraph 10 of this or another Counter Offer.
B. Unless otherwise specified in writing, date, payment and loan amount will be adjusted in the same proportion as in the original Offer.
C.

Price is to be \$178,000.

- D. The following attached addenda/supplements are incorporated in this Counter Offer, as Contract Addendum No. _____

2. **RIGHT TO ACCEPT OTHER OFFERS:** Seller reserves the right to continue to offer the Property for sale or for other transaction, and to accept any other offer at any time prior to communication of acceptance as described in paragraph 2. If this is a New Counter Offer, Seller's acceptance of another offer prior to Buyer's acceptance and communication of acceptance of this Counter Offer, shall revoke this Counter Offer.
3. **EXPIRATION:** Unless acceptance of this Counter Offer is signed by the Buyer or Seller to whom it is sent, and communication of acceptance is made by delivering a Signed Copy, which is personally received, to the person making this Counter Offer or to Richard J. Lee by 5:00 PM on the third calendar day after this Counter Offer is written (or if checked, initial 6-21-02 and 5 AM/PM) this Counter Offer shall be deemed revoked and the deposit shall be returned to Buyer. This Counter Offer may be executed in duplicate.

4. **(If checked) MULTIPLE COUNTER OFFER:** Seller is making a Counter Offer(s) to another prospective buyer(s), in tents that they or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-signed by Seller in paragraph 7 below and communication of Seller's acceptance is made by delivering a Signed Copy in person, by mail or by facsimile, which is personally received, to Buyer or to _____ Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.

SELLER, BY SIGNING THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.

Richard J. Lee Date 6/20/02 5:45/02
ELANA AMARA Date 6/20/02 3:21/02

6. **ACCEPTANCE:** I/we accept the above Counter Offer (if checked) SUBJECT TO THE ATTACHED COUNTER OFFER(s) and acknowledge

Arnop Amara Date 6-21-02 Time AM/PM
Chikma Jachharthawankul Date 6-21-02 Time AM/PM

7. **MULTIPLE COUNTER OFFER SIGNATURE LINE:** By signing below, Seller accepts this Multiple Counter Offer.
NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 6. (Paragraph 7 applies only if paragraph 4 is checked.)

Date _____ Time _____ AM/PM
Date _____ Time _____ AM/PM

8. **(Initial) ACKNOWLEDGMENT OF RECEIPT:** The maker of the Counter Offer or that person's authorized agent as specified in paragraph 3, (a. If this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent as specified in paragraph 6) acknowledges receipt of a Signed Copy of this Counter Offer on 6/21/02 (Date) at 4:45 (Time).

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REAL ESTATE BUSINESS SERVICES, INC.
A subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS
520 South Main Avenue, Los Angeles, California 90070

CO-1 (PAGE 1 OF 1) Print Date 5/05 APR 02

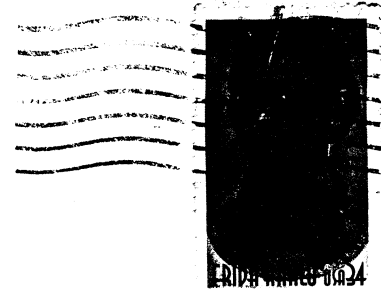
Reviewed by

Broker or Designer

Date



Richard Fong
11900 South St. #119
Cerritos, Ca. 90703



Mr. Milce Laham
164 Streamwood
Irvine Ca. 92620

92620+1985



SCOPE AND AUTHORITY: Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have an interest in the Property; and (iii) Seller has the authority to both execute this agreement and sell the Property. Exceptions to scope, title and authority are as follows:

MULTIPLE LISTING SERVICE: Information about this listing will (or ☐ will not) be provided to the MLS of Broker's selection. All terms of the transaction, including financing, if applicable, will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary.

7. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.

8. **BROKER'S AND SELLER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized to order reports and disclosures, as appropriate or necessary, and advertise and market the Property in any method and any medium, including the Internet, selected by Broker, and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among others things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property. Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney fees arising from any incorrect information supplied by Seller, or from any material facts that Seller knows but fails to disclose.

9. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.

10. **AGENCY RELATIONSHIPS:**

- A. **Disclosure:** If the Property includes residential property with one-to-four dwelling units, Seller shall receive a "Disclosure Regarding Agency Relationships" form prior to entering into this agreement.
- B. **Seller Representation:** Broker shall represent Seller in any resulting transaction, except as specified in paragraph 4F.
- C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: (i) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Seller the Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
- D. **Other Sellers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during, and after the end of this agreement.
- E. **Confirmation:** If the Property includes residential property with one-to-four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

11. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller.

12. **KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism, or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked ☐ does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox.

13. **SIGN:** Seller does (or if checked ☐ does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.

14. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state, and local anti-discrimination laws.

15. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Seller and Broker regarding the obligation to pay compensation under this agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 19A.

16. **ADDITIONAL TERMS:**

17. **MANAGEMENT APPROVAL:** If an associate licensee in Broker's office (salesperson or broker-associate) enters into this agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this agreement, in writing, within 5 days after its execution.

18. **SUCCESSORS AND ASSIGNS:** This agreement shall be binding upon Seller and Seller's successors and assigns.

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Seller acknowledges receipt of a copy of this page.

Seller's Initials ()

Reviewed by	
Broker or Designee	Date



NOTICE: Seller and Broker agree to mediate any dispute or claim arising between them out of this agreement, or any transaction, before resorting to arbitration or court action, subject to paragraph 19B(2) below. Paragraph 19B(2) below applies whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**

B. ARBITRATION OF DISPUTES: (1) Seller and Broker agree that any dispute or claim in Law or equity arising between them regarding the obligation to pay compensation under this agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph 19B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least five years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for any right of action to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

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

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

Seller's Initials MSL Broker's Initials RFI

20. ENTIRE CONTRACT: All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this agreement are superseded by this agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.

By signing below, Seller acknowledges that Seller has read, understands, accepts and has received a copy of this agreement.

Seller MICHAEL S. LAHAM Date 29 APRIL 2002
Address 164 STREAMWOOD City IRVINE State CA Zip 92620
Telephone _____ Fax _____ E-mail _____

Seller ELANA LAHAM Date 29 APRIL 2002
Address 164 STREAMWOOD City IRVINE State CA Zip 92620
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) Presidential Real Estate
By (Agent) Allen Chiang / Richard Fung Date 4-21-02
Address 11900 South St #119 City Cerritos State CA Zip 90703
Telephone (562) 807-8989 Fax (562) 807-8979 E-mail _____

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Reviewed by _____
Broker or Designee _____ Date _____



164 Strewnwood Irvine Ca 92620 Date: 4-21-02 **TERMS AND LEGAL REQUIREMENTS:**

Contract Terms and Conditions: A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.

- B. Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
- C. Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
- D. Government Retrofit Standards:** Unless exempt, you must comply with government retrofit standards, including, but not limited to, installing operable smoke detectors, bracing water heaters, and providing the buyer with corresponding written statements of compliance. Some city and county governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine the retrofit standards for your Property, the extent to which your Property complies with such standards, and the costs, if any, of compliance.
- E. Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

4. MARKETING CONSIDERATIONS:

- A. Pre-Sale Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional home inspections prior to sale, both generally, and for wood destroying pests and organisms, such as termites. By doing this, you then have an opportunity to make repairs before your Property is offered for sale, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a pest control report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
- B. Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
- C. Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a key safe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property against injury, theft, loss, vandalism, damage, and other harm.
- D. Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

5. OTHER ITEMS:

Seller has _____ ing below, Seller acknowledges receipt of a copy of this document.

Seller _____ Date 29 APRIL 2002
 Print Name MICHAEL S. LAHAM

Seller _____ Date 29 APRIL 2002
 Print Name ELANA LAHAM

Real Estate Broker Presidential Real Estate By Richard Feng (Agent)
 Address 11900 South St #119 City Altitos State Ca. Zip 90703

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164 Streamwood Irvine Ca.

Date: 4-21-02

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- ☒ Agent notes no items for disclosure.
- ☐ Agent notes the following items:

Agent (Broker Representing Seller) Richard Feng By Richard Feng Date 4-21-02
(Please Print) (Associate-License or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- ☐ Agent notes no items for disclosure.
- ☐ Agent notes the following items:

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate-License or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

29 APRIL 2002 Buyer _____ Date _____
29 APRIL 2002 Buyer _____ Date _____

Agent (Broker Representing Seller) Presidential R.E. By Richard Feng Date 4-21-02
HOMESOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTENANCE (Associate-License or Broker Signature)
Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Associate-License or Broker Signature)

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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Reviewed by _____
Broker or Designee _____ Date _____



Address:

164 Streamwood Irving

Date: 4-21-02

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Richard Fey
Agent (Broker representing Seller) Please Print

By Richard Fey 4-21-02
Associate/Licensee or Broker Signature Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant

Date

Buyer or Tenant

Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 USC 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

By _____
Agent (Broker obtaining the Offer) Associate-Licensee or Broker Signature Date

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REVISED 4/99

OFFICE USE ONLY
Reviewed by Broker
or Designee _____
Date _____



SELLER'S COPY

Richard Feng
Presidential Real Estate
11900 South Street #119
Cerritos, CA 90703

July 9, 2002

Michael and Elana Laham
164 Streamwood
Irvine, CA 92620-1965

Dear Mike and Elana:

On 6/20/02, both of you have signed a Residential Purchase Agreement and Counter Offer to sell your condo located at 164 Streamwood in Irvine to buyers Amop A and Chutima T for \$178,000 with a 30 day escrow period. As your authorized agent as specified in paragraph 3 of the Counter Offer, I have initialed on paragraph 8 of the Counter Offer and acknowledged receipt of a signed copy from the buyer at 4:45 PM on 6/21/02. The contract is valid because it is finalized before the 5 PM deadline of 6/21/02. Escrow is opened at Central Escrow on 6/21/02. Your request to cancel escrow based on your claim that Paragraph 8 not being signed is not true and thus has been denied. I have sent you a copy of the signed counter offer on 6/22/02.


You are in escrow now and you need to honor this binding contract by making every good faith effort to ensure prompt closing of escrow. Since you have changed the condo door lock and prevent access to the said property, the buyers' agent is not able to have the property appraised and physical inspection done as specified in the purchase agreement. I, as your agent, have repeatedly left messages on your phone (562-982-6844) to request for the front door key but to no avail. I have left 3 messages on 6/30/02, 2 messages on 7/1/02, 1 message each on 7/2/02 and 7/3/02, 2 messages on 7/5/02, and 1 message on 7/8/02. I have not heard back from you regarding the key at all. To honor your contractual agreement to close escrow promptly, you need to take immediate actions on the following 3 items:

1. Provide the key to open the condo door for appraisal and physical inspection.
2. Sign and return the escrow instructions to Central Escrow.
3. Prepare to close escrow by fulfilling any contractual requests arise in escrow.

The buyers' loan has already been approved with the completed appraisal report as a condition. The buyers are ready to close escrow on or before 7/22/02. Everyday that you delay may result in missing the 7/22/02 escrow closing date.

I, along with my broker Allen Chiang, am willing to meet with you to address any issues you may have. Please contact me right away to set up a meeting. Finally, I really like to help you close this escrow promptly and fulfill your initial request to me to have your condo sold. Please respond to this letter by 7/10/02.

Sincerely,


Richard Feng

C. C. Rita Chen
Central Escrow