

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Nick Zinkin, Attorney for Plaintiff Nick Zinkin (SBN 216431) Law Office of Nick Zinkin 5 E. River Park Place West #204 Fresno, CA 93720 TELEPHONE NO.: (559)225-2200 FAX NO. (Optional): E-MAIL ADDRESS (Optional):	FOR COURT USE ONLY E-FILED 3/8/2019 3:26 PM FRESNO COUNTY SUPERIOR COURT By: A. Rodriguez, Deputy
ATTORNEY FOR (Name): Plaintiff, Dewayne Zinkin, Sandra Zinkin dba Universal Park SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO STREET ADDRESS: 1130 "O" STREET MAILING ADDRESS: CITY AND ZIP CODE: FRESNO, CA 93720 BRANCH NAME: B.F. SISK COURTHOUSE	
PLAINTIFF: Dewayne Zinkin, Sandra Zinkin dba Universal Park DEFENDANT: Fresno Owl, Inc., a California corporation <input checked="" type="checkbox"/> DOES 1 TO 10, inclusive	
COMPLAINT — UNLAWFUL DETAINER* <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):	CASE NUMBER: 19CECG00852
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from unlimited to limited	

1. PLAINTIFF (name each): Dewayne Zinkin, Sandra Zinkin dba Universal Park

alleges causes of action against DEFENDANT (name each): Fresno Owl, Inc., a California corporation

2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership.
 (2) a public agency. (5) a corporation.
 (3) other (specify):

b. Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
 Universal Park

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):
 7735 N. Blackstone, Suite 115, Fresno, CA 93720 (County of Fresno)

4. Plaintiff's interest in the premises is as owner other (specify):

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

6. a. On or about (date): March 26, 2003 defendant (name each): Fresno Owl, Inc., a California corporation successor in interest to Hof, Inc. by way of Assignment and Assumption of Leasehold Interest and Consent of Landlord dated November 5, 2015.

(1) agreed to rent the premises as a month-to-month tenancy other tenancy (specify): 10 years

(2) agreed to pay rent of \$ 9721.69 payable monthly other (specify frequency):

(3) agreed to pay rent on the first of the month other day (specify):

b. This written oral agreement was made with

(1) plaintiff. (3) plaintiff's predecessor in interest.

(2) plaintiff's agent. (4) other (specify):

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

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DEFENDANT (Name): Fresno Owl, Inc., a California corporation	

6. c. The defendants not named in item 6a are
- (1) subtenants.
 - (2) assignees.
 - (3) other (specify):
- d. The agreement was later changed as follows (specify): Amendment No. 1 to Lease Agreement; Recission of Amendment No 1; Second Amendment to Lease Agreement; Assignment & Assumption of Leasehold Interest and Consent of Landlord
- e. A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. (For residential property) A copy of the written agreement is not attached because (specify reason):
- (1) the written agreement is not in the possession of the landlord or the landlord's employees or agents.
 - (2) this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. a. Defendant (name each): Fresno Owl, Inc., a California corporation

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

- (1) 3-day notice to pay rent or quit
 - (2) 30-day notice to quit
 - (3) 60-day notice to quit
 - (4) 3-day notice to perform covenants or quit
 - (5) 3-day notice to quit
 - (6) Other (specify):
- b. (1) On (date): 2/19/2019 the period stated in the notice expired at the end of the day.
- (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. The notice included an election of forfeiture.
- e. A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)

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

- (1) by personally handing a copy to defendant on (date):
- (2) by leaving a copy with (name or description): Alina V-Manager of Fresno Hooters a person of suitable age and discretion, on (date): 2/13/19 at defendant's residence business AND mailing a copy to defendant at defendant's place of residence on (date): 2/14/19 because defendant cannot be found at defendant's residence or usual place of business.
- (3) by posting a copy on the premises on (date): AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (date):
 - (a) because defendant's residence and usual place of business cannot be ascertained OR
 - (b) because no person of suitable age or discretion can be found there.
- (4) (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered mail addressed to defendant on (date):
- (5) (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written commercial lease between the parties.

b. (Name): was served on behalf of all defendants who signed a joint written rental agreement.

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

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

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DEFENDANT (Name): Fresno Owl, Inc., a California corporation	

9. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ 31752.46
11. The fair rental value of the premises is \$ 509.84 per day.
12. Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. A written agreement between the parties provides for attorney fees.
14. Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

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

- a. possession of the premises.
- b. costs incurred in this proceeding:
- c. past-due rent of \$ 31752.46
- d. reasonable attorney fees.
- e. forfeiture of the agreement.
- f. damages at the rate stated in item 11 from (date): March 1, 2019 for each day that defendants remain in possession through entry of judgment.
- g. statutory damages up to \$600 for the conduct alleged in item 12.
- h. other (specify): For such other & further relief as the court deems just and proper.

18. Number of pages attached (specify): 3

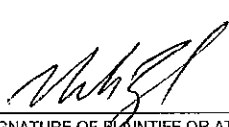
UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

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

- a. Assistant's name:
- b. Street address, city, and zip code:
- c. Telephone No.:
- d. County of registration:
- e. Registration No.:
- f. Expires on (date):

Date: March 7, 2019

Nick Zinkin, Attorney for Plaintiff
(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

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

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

Date: March 8, 2019

DeWayne Zinkin
(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF)

**THREE-DAY NOTICE TO PAY RENT
OR SURRENDER POSSESSION OF PREMISES**

TO: FRESNO OWL, INC., A CALIFORNIA CORPORATION
7735 N. BLACKSTONE, SUITE 115
FRESNO, CA 93720
--AND ALL TENANTS IN POSSESSION

PLEASE TAKE NOTICE THAT RENT AND ADDITIONAL RENT HAVE NOT BEEN PAID FOR THE PREMISES hereinafter described and now held and occupied by you, and that pursuant to CCP § 1161.1 the estimated sum of **THIRTY-ONE THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS and 46/100 (\$31,752.46)** is now due and unpaid, being the rent and additional rent due for the period of **JANUARY 1, 2019, through FEBRUARY 28, 2019.**

YOU ARE HEREBY REQUIRED to pay said estimated rent and additional rent to the undersigned within THREE (3) DAYS from the service of this Notice upon you or to remove from and deliver the possession of the premises to the undersigned within THREE (3) DAYS. Your failure to pay the amount demanded, or to deliver possession of the premises within THREE (3) DAYS, will cause the undersigned to initiate legal proceedings against you to declare a forfeiture of your Lease, to recover possession of the premises, and to seek judgment for the rent owed through the expiration date of this Notice, with damages for each day of occupancy after that date, plus attorney's fees and costs.

YOU ARE FURTHER NOTIFIED that your Landlord's acceptance of any partial payment at any time prior to trial shall not constitute a waiver of your Landlord's right to proceed with the eviction case.

PAYMENT MUST BE MADE in person on Monday through Friday, 8:30 am to 5:00 pm in the form and at the location described as follows:

Make Payment Payable To:	Universal Park
Deliver Payment To:	Law Offices of Nick Zinkin
Office Address:	5 E. River Park Place West, Suite #204 Fresno, CA 93720
Office Telephone No.	(559) 225-2200

YOU ARE FURTHER NOTIFIED that your Landlord elects to declare the forfeiture of the Lease which you hold possession of the premises, if you fail to pay the amount of rent and additional rent demanded above

THE PREMISES HEREIN REFERRED TO ARE DESCRIBED AS:

7735 N. BLACKSTONE AVENUE, SUITE 115, FRESNO, CA 93720 (County of Fresno)

Dated: FEBRUARY 13, 2019

By: Universal Park Shopping Center
Owner/Landlord

EXHIBIT 2

<i>Attorney or Party without Attorney:</i> LAW OFFICE OF NICK ZINKIN NICK ZINKIN () 5 RIVER PARK PLACE WEST SUITE 204 FRESNO, CA 93720 Telephone No: (559) 225-2200 Attorney For: Plaintiff				<i>For Court Use-Only</i> 	
			<i>Ref. No. or File No.:</i>		
<i>Insert name of Court, and Judicial District and Branch Court:</i> UNASSIGNED					
<i>Plaintiff:</i> UNIVERSAL PARK SHOPPING CENTER <i>Defendant:</i> FRESNO OWL, INC., A CALIFORNIA CORPORATION					
PROOF OF SERVICE		<i>Hearing Date:</i>	<i>Time:</i>	<i>Dept/Div:</i>	<i>Case Number:</i> UNASSIGNED

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the THREE-DAY NOTICE TO PAY RENT OR SURRENDER POSSESSION OF PREMISES
3. a. *Party served:* FRESNO OWL, INC., A CALIFORNIA CORPORATION
4. *Address where the party was served:* 7735 N. BACKSTONE SUITE 115, FRESNO, CA 93720
5. *I served the party:*
 - a. *by other means.* On: Wed, Feb 13 2019 (2) at: 08:33 PM By Posting and First Class mail in Accordance with CCP § 1162(a)(3) and by leaving the copies with or in the presence of:

Alina V./Manager , Hispanic , Female , Age: 32 , Hair: Black , Eyes: Brown , Height: 5'5" , Weight: 130

(b) A declaration of mailing is attached.

Recoverable cost Per CCP 1033.5(a)(4)(B)

6. *Person Who Served Papers:*

- a. Robert Reyes (S200210000003, Fresno County)
- b. FIRST LEGAL
2300 Tulare Street, Suite 130
FRESNO, CA 93721
- c. (559) 233-1993

- d. *The Fee for Service was:*
- e. I am: A Registered California Process Server

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

02/14/2019

(Date)

Robert Reyes

(Signature)



Judicial Council Form
Rule 2.150.(a)&(b) Rev January 1, 2007

PROOF OF
SERVICE

3073814
(8342225)

EXHIBIT 3

Attorney or Party without Attorney: LAW OFFICE OF NICK ZINKIN NICK ZINKIN () 5 RIVER PARK PLACE WEST SUITE 204 FRESNO, CA 93720 Telephone No: (559) 225-2200 Attorney For: Plaintiff				For Court Use Only Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: UNASSIGNED					
Plaintiff: UNIVERSAL PARK SHOPPING CENTER Defendant: FRESNO OWL, INC., A CALIFORNIA CORPORATION					
PROOF OF SERVICE By Mail	Hearing Date:	Time:	Dept/Div:	Case Number: UNASSIGNED	

1. I am over the age of 18 and not a party to this action. I am employed in the county where the mailing occurred.
 2. I served copies of the THREE-DAY NOTICE TO PAY RENT OR SURRENDER POSSESSION OF PREMISES
 3. By placing a true copy of each document in the United States mail, in a sealed envelope by First Class mail with postage prepaid as follows:
 - a. Date of Mailing: Feb 14, 2019
 - b. Place of Mailing: FRESNO, CA 93721
 - c. Addressed as follows: FRESNO OWL, INC., A CALIFORNIA CORPORATION
7735 N. BACKSTONE, SUITE 115 FRESNO, CA 93720
 4. I am readily familiar with the business practice for collection and processing of correspondence as deposited with the U.S. Postal Service on Feb 14, 2019 in the ordinary course of business.
- Recoverable cost Per CCP 1033.5(a)(4)(B)
5. Person Serving:

<ol style="list-style-type: none"> a. Robert Reyes (S200210000003, Fresno County) b. FIRST LEGAL 2300 Tulare Street, Suite 130 FRESNO, CA 93721 c. (559) 233-1993 	<ol style="list-style-type: none"> d. The Fee for Service was: e. I am: A Registered California Process Server
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 6. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

02/14/2019

(Date)

Robert Reyes

(Signature)

