

PUBLIC NOTICES

Legals-SB

FICTITIOUS BUSINESS NAME STATEMENT
NO: 2020-6569941
(a) DBCS (b) DARLENE BUTSCHER CONSULTING SERVICES (c) DARLENE, THE FINANCIAL CONCIERGE (d) HELP ME HELP YOU (e) HELPMELPYOU.COM-PANY, 419 Main Street, Suite 31, Huntington Beach, CA 92648. County: Orange. This is a New Statement. Registrant(s): Darlene F. Butscher, 419 Main Street, Suite 31, Huntington Beach, CA 92648. This business is conducted by An Individual. Have you started doing business yet? YES 02/26/2020. Registrant(s): /s/ Darlene Butscher. I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.) This statement was filed with the County Clerk of Orange County on March 3, 2020.
Seal Beach Sun
4/9,16,23,30/2020 - 95351

FICTITIOUS BUSINESS NAME STATEMENT
NO: 20206571502
HOF'S HUT RESTAURANT & BAKERY, 12489 Seal Beach Blvd, Unit D, Seal Beach, CA 90740. County: Orange. This is a New Statement. Registrant(s): Bard Associates LLC, 2601 E. Willow Street, Signal Hill, CA 90755. This business is conducted by A Limited Liability Company. Have you started doing business yet? NO. Registrant(s): /s/ Bradley Hofman Managing Member / Manager. I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.) This statement was filed with the County Clerk of Orange County on April 3, 2020.
Seal Beach Sun
4/16,23,30 5/7/2020 - 95474

FICTITIOUS BUSINESS NAME STATEMENT
NO: 20206571502
STIFEST, 1403 Ocean Avenue, Unit D, Seal Beach, CA 90740. County: Orange. This is a New Statement. Registrant(s): Todd Stephen Arroyo, 1403 Ocean Avenue, Unit D, Seal Beach, CA 90740. This business is conducted by An Individual. Have you started doing business yet? NO. Registrant(s): /s/ Todd Arroyo. I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.) This statement was filed with the County Clerk of Orange County on March 26, 2020.
Seal Beach Sun
4/16,23,30 5/7/2020 - 95470

T.S. No.: 9462-5762 TSG Order No.: 191121803-CA-VOI A.P.N.: 107-692-15 NOTICE OF TRUSTEE'S SALE YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 12/29/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

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Affinia Default Services, LLC, as the duly appointed Trustee, under and pursuant to the power of sale contained in that certain Deed of Trust Recorded 02/28/2007 as Document No. : 2007000131139, of Official Records in the office of the Recorder of Orange County, California, executed by: AARON SUSHINSKY AND DONNA SUSHINSKY, HUSBAND AND WIFE, as Trustor, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable in full at time of sale by cash, a cashier's check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). All right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and state, and as more fully described in the above referenced Deed of Trust. Sale Date & Time: 04/27/2020 at 01:30 PM Sale Location: At the North front entrance to the County Courthouse at 700 Civic Center Drive West, Santa Ana, CA 92701 The street address and other common designation, if any, of the real property described above is purported to be: 16782 ST CLOUD CIRCLE, HUNTINGTON BEACH, CA 92647 The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made in an "AS IS" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$111,366.53 (Estimated). Accrued interest and additional advances, if any, will increase this figure prior to sale. It is possible that at the time of sale the opening bid may be less than the total indebtedness due. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these

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resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call, 916-939-0772 for information regarding the trustee's sale or visit this Internet Web site, www.nationwideposting.com, for information regarding the sale of this property, using the file number assigned to this case, T.S.# 9462-5762. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the internet Web site. The best way to verify postponement information is to attend the scheduled sale. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse. Affinia Default Services, LLC 301 E. Ocean Blvd. Suite 1720 Long Beach, CA 90802 833-290-7452 For Trustee Sale Information Log On To: www.nationwideposting.com or Call: 916-939-0772. Affinia Default Services, LLC, Omar Solorzano, Foreclosure Associate This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of the debt referenced herein in a bankruptcy proceeding, this is not an attempt to impose personal liability upon you for payment of that debt. In the event you have received a bankruptcy discharge, any action to enforce the debt will be taken against the property only. NPP0369466 To: HUNTINGTON HARBOUR SUN JOURNAL 04/02/2020, 04/09/2020, 04/16/2020 **Huntington Harbour Sun Journal 4/2,9,16/2020-95088**

FICTITIOUS BUSINESS NAME STATEMENT
NO: 2020-6569971
AUTO SERVICE DEPT, 14210 Spectrum Cir, Irvine, CA 92618. County: Orange. This is a New Statement. Registrant(s): JCJB Marketing Inc, 14210 Spectrum Cir, Irvine, CA 92618. This business is conducted by A Corporation. Have you started doing business yet? NO. Registrant(s): /s/ JCJB Marketing Inc. I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.) This statement was filed with the County Clerk of Orange County on March 4, 2020.
Seal Beach Sun
4/9,16,23,30/2020 - 95383

T.S. No.: 2019-03512-CA
A.P.N.:142-153-04
Property Address: 7582 SEINE DRIVE, HUNTINGTON BEACH, CA 92647
NOTICE OF TRUSTEE'S SALE

PURSUANT TO CIVIL CODE § 2923.3(a) and (d), THE SUMMARY OF INFORMATION REFERRED TO BELOW IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED
注：本文件包含一个信息摘要
참고사항: 본 첨부 문서에 정보 요약서가 있습니다
NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO
TALA: MAYROONG BUODNG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

IMPORTANT NOTICE TO PROPERTY OWNER:
YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 02/08/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Trustor: DALE C HENDERSON AND NATALIE K HENDERSON HUSBAND AND WIFE
Duly Appointed Trustee: Western Progressive, LLC Deed of Trust Recorded 02/14/2006 as Instrument No.2006000099808 in book ---, page--- and of Official Records in the office of the Recorder of Orange County, California,
Date of Sale: 06/15/2020 at 09:00 AM
Place of Sale: AUCTION.COM ROOM, DOUBLETREE BY HILTON

HOTEL ANAHEIM – ORANGE COUNTY, 100 THE CITY DRIVE, ORANGE, CA 92868

Estimated amount of unpaid balance, reasonably estimated costs and other charges: \$ 600,718.11

NOTICE OF TRUSTEE'S SALE

THE TRUSTEE WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK DRAWN ON A STATE OR NATIONAL BANK, A CHECK DRAWN BY A STATE OR FEDERAL CREDIT UNION, OR A CHECK DRAWN BY A STATE OR FEDERAL SAVINGS AND LOAN ASSOCIATION, A SAVINGS ASSOCIATION OR SAVINGS BANK SPECIFIED IN SECTION 5102 OF THE FINANCIAL CODE AND AUTHORIZED TO DO BUSINESS IN THIS STATE:

All right, title, and interest conveyed to and now held by the trustee in the herein-after described property under and pursuant to a Deed of Trust described as:

More fully described in said Deed of Trust.

Street Address or other common designation of real property: 7582 SEINE DRIVE, HUNTINGTON BEACH, CA 92647
A.P.N.: 142-153-04

The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust with interest thereon, as provided in said note(s), advances, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The total amount of

the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is: \$ 600,718.11.

Note: Because the Beneficiary reserves the right to bid less than the total debt owed, it is possible that at the time of the sale the opening bid may be less than the total debt.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

The beneficiary of the Deed of Trust has executed and delivered to the undersigned a written request to commence foreclosure, and the undersigned caused a Notice of Default and Election to Sell to be recorded in the county where the real property is located.

NOTICE OF TRUSTEE'S SALE

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge

you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on this property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (866)-960-8299 or visit this Internet Web site http://www.altisource.com/MortgageServices/DefaultManagement/TrusteeServices.aspx using the file number assigned to this case 2019-03512-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

Date: April 13, 2020 Western Progressive, LLC, as Trustee for beneficiary C/o 1500 Palma Drive, Suite 237 Ventura, CA 93003
Sale Information Line: (866) 960-8299 http://www.altisource.com/MortgageServices/DefaultManagement/TrusteeServices.aspx

Trustee Sale Assistant
WESTERN PROGRESSIVE, LLC MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.
Hunting Harbour Sun
4/16,23,30/2020 - 95468

ACROSS

1. Germanic mythological god

4. Cash machine

7. Improvement

12. What voters want

15. Sheepish

16. Placed at powerful level

18. Measure of illumination

19. Trent Reznor's band

20. Commercial

21. Amounts of time

24. English broadcaster

27. Rolls of tobacco

30. Position

31. Expresses pleasure

33. Corporate exec (abbr.)

34. Body part

35. Bleated

37. Businessman

39. Beats per minute

41. Defunct Italian monetary unit

42. Broken branch

44. Put in advance

47. Arrest

48. Prefix indicating adjacent to

49. Artificial intelligence

50. Disfigure

52. The Fighting Irish (abbr.)

53. Not in any place

56. Predict

61. A system of getting stuff from one place to another

63. Philosophy of the principles of things

64. US gov't office (abbr.)

65. Seaborgium's former name (abbr.)

DOWN

1. Network connector

2. Primordial matter

3. Get up

4. Uncoordinated

5. Ill-fated cruise ship

6. Work hard

7. Drivers' speed

8. Largest English dictionary (abbr.)

9. Healthcare pro

10. Egyptian Sun god

11. Expresses the negative

12. Some are three-legged

13. Clothing manufacturer

14. Close by

17. Tooth caregiver

22. Housing material

23. Flows through

24. Founder of Babism

25. Honorific title

26. A type of letter

28. Seize and hold firmly

29. Artery

32. Body fluids

36. Press against lightly

38. An island in the Pacific

40. A reminder of past events

43. Austrian spa town

44. Peter's last name

45. Something a mob might do

46. Of the bones of the feet

51. "Amazing Stories" writer

54. Nazi-resistant youth group (abbr.)

55. Used to have (Scottish)

56. A way to cook

57. Japanese port city

58. Type of precipitation

59. Engrave

60. Female sibling

62. Expresses emotion

T Y R A T M
M E L I O R A T I O N
R E P R E S E N T A T I O N
A S H A M E D E X A L T E D
C P N I N A D
E R A S B B C C I G A R S
S I D E A A H S C R O
T O E B A A E D A R B
B W M L I R A S T O R
P R E S E T N A S P A R A
A I W A R F O R E S E E
N O W H E R E F O R E S E E
T R A N S P O R T A T I O N
M E T A P H Y S I C S
D O L U N H

PUBLIC NOTICES

714.530.7622 • legals@sunnews.org

ORDINANCE 1683-U AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAL BEACH ADOPTING EMERGENCY REGULATIONS PROHIBITING RESIDENTIAL AND COMMERCIAL EVICTIONS FOR NON-PAYMENT OF RENT AND "NO-FAULT" EVICTIONS AND DECLARING THE URGENCY THEREOF WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2" and the disease it causes, which has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and WHEREAS, as of April 1, 2020 at least two cases have been confirmed in the City of Seal Beach; and WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments to prevent the spread of and otherwise address the effects of COVID-19; and WHEREAS, on March 16, 2020, the Governor of the State of California issued Executive Order N-28-20, which suspended "[a]ny provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions" of certain tenants affected by the COVID-19 pandemic; and WHEREAS, on March 19, 2020, the City Council ratified the City Manager's proclamation of the existence of a local emergency in response to the COVID-19 pandemic; and WHEREAS, the Centers for Disease Control and Prevention, the California Department of Health, and the Orange County Health Officer have all issued recommendations including but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many residential and commercial tenants in Seal Beach have experienced or expect soon to experience sudden and unexpected income loss; and WHEREAS, as a result of the State and local public health directions for residents to remain at home and ordering businesses to close, many potential customers of commercial tenants in Seal Beach are unable to patronize many businesses, many of which are subject to commercial leases or rental agreements; and WHEREAS, the eviction of commercial tenants results in the loss of local, family owned businesses, the loss of jobs for employees, and negative impacts surrounding to businesses, potentially leading to urban decay; and WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and WHEREAS, commercial tenants who operate businesses within the City may have to close their businesses in response to emergency orders, which will substantially decrease or eliminate their income, and businesses that are permitted to remain open also are likely to experience a significant loss of income while the emergency orders are in effect; and WHEREAS, further economic impacts are anticipated, leaving residential and commercial tenants vulnerable to eviction; and WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and WHEREAS, the Governor's Executive Orders No. N-28-20 and N-37-20 and Orange County Health Orders do not adequately and completely protect residents and businesses in the City of Seal Beach from the public health and safety impacts that residential and commercial evictions during this state of emergency could cause; and WHEREAS, in the interest of public peace, health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the City Council to exercise its authority to issue these regulations related to the protection of the public peace, health or safety. NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEAL BEACH HEREBY ORDAINS AS FOLLOWS: **Section 1. Findings.** The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference. **Section 2. Residential Eviction Moratorium.** A temporary moratorium on eviction of residential and tenants impacted by the COVID-19 pandemic is imposed as follows: a. During the period of local emergency declared in response to COVID-19, no landlord shall take any action to evict a tenant in either of the following situations: (1) for nonpayment of rent, late fees, or other fees or charges, if the landlord knows that the tenant is unable to pay the same due to financial impacts related to COVID-19, or (2) for a no-fault eviction unless immediately necessary for the health and safety of tenants, neighbors, or the landlord, other than based on illness of the tenant or any other occupant of the residential rental unit, which shall be confirmed by the City's Building Official prior to any such eviction. A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to, or threaten to, evict the tenant for nonpayment of rent. b. A landlord knows of a tenant's inability to pay rent within the meaning of this Ordinance if the tenant, within seven (7) days after the date that rent is due, notifies the landlord in writing that the tenant has incurred financial impacts as defined in this Ordinance or incurred extraordinary expenses related to COVID-19, and is unable to pay full rent, late charges, or other fees or charges, due to those financial impacts related to COVID-19, and within 30 days after the date the rent is due, provides written documentation to the landlord to support the tenant's inability to pay all or part of the rent due, and evidence that the tenant has applied for available state and federal aid programs for which the tenant is eligible. No landlord shall take action to evict a tenant solely because the tenant is unable to provide adequate documentation of financial impacts related to COVID-19 within the time provided by this Ordinance if the tenant is unable to contact the tenant's employer or other source of income and continues to make good faith efforts to do so. c. For purposes of this Ordinance, "financial impacts" means a substantial loss of the tenant's monthly household income due to business closure, loss of compensable hours of work or wages, or extraordinary out-of-pocket medical expenses. A financial impact is "related to COVID-19" if it was the result of any of the following: (1) the tenant's own diagnosis with COVID-19 or the tenant's need to care for a household or immediate family member who is diagnosed with COVID-19; (2) a layoff, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation or order from the County Health Officer to stay at home, isolate, self-quarantine, or avoid congregating with others during the COVID-19 state of emergency; (4) extraordinary out-of-pocket expenses related to diagnosis and testing for and/or treatment of COVID-19; or (5) additional child care costs arising from school closures related to COVID-19. d. For purposes of this Ordinance, a tenant's notification "in writing" to the landlord includes email or text communications from the tenant to a landlord or the landlord's representative if that is the method of written communication that has been used previously, or correspondence by regular mail, if that is the method of written communication that has been used previously and the parties have not agreed to use email or text messaging. e. For purposes of this Ordinance, "written documentation" of a substantial financial impact shall include, without limitation, written notifications from employers, clients or customers, written documents from doctors, or local or County health care providers and officials, multiple pay stubs showing comparisons of income, medical or childcare bills, and income statements, bank statements or deposit records. Any medical or financial information provided to the landlord by the tenant shall be held in confidence, and shall be used only for evaluating the tenant's claim. f. Nothing in this Ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency, and which the tenant must pay in full within six (6) months following the expiration or termination of the local emergency. Six (6) months following the end of the local emergency, if the rent is unpaid, a landlord may charge or collect a late fee for rent that is further delayed for the reasons stated in this Ordinance; or a landlord may seek rent that is delayed for the reasons stated in this Ordinance through the eviction or other appropriate legal process. No fee for the late payment of rent shall be charged by a landlord during the period of the local emergency or for six (6) months after the end of the emergency. g. For purposes of this Ordinance, "no-fault eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161b. h. This Ordinance prevents the enforcement of nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed in Seal Beach on March 13, 2020 and shall constitute a defense to any such action by a landlord in violation of this Ordinance. i. The term "tenant" in this Ordinance refers to leases, rental agreements, or any other agreement pursuant to which a person has been given permission to occupy real property owned by another in exchange for financial or other consideration. **Section 3. Commercial Eviction Moratorium.** A temporary moratorium on eviction for non-payment of rent by commercial tenants substantially impacted by the COVID-19 crisis is imposed as follows: a. During the period of local emergency declared in response to COVID-19, no landlord shall take any action to evict a tenant in either of the following situations: (1) for nonpayment of rent, late fees, or other fees or charges, if the tenant demonstrates that the tenant is unable to pay the same due to financial impacts related to COVID-19, or (2) for a no-fault eviction unless immediately necessary for the health and safety of tenants, neighbors, or the landlord, which shall be confirmed by the City's Building Official prior to any such eviction, other than based on illness of the tenant or any other occupant. A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to, or threaten to, evict the tenant for nonpayment of rent. b. A landlord knows of a tenant's inability to pay rent within the meaning of this Ordinance if the tenant, within seven (7) days after the date that rent is due, notifies the landlord in writing that the tenant has lost income or incurred extraordinary expenses related to COVID-19 and is unable to pay full rent, late charges, or other fees or charges, due to finan-

cial impacts related to COVID-19, and within 30 days after the date the rent is due, provides written documentation to the landlord to support the tenant's inability to pay all or part of the rent due, and evidence that the tenant has applied for available state and federal aid programs for which the tenant is eligible. No landlord shall take action, or threaten, to evict a tenant solely because the tenant is unable to provide adequate documentation of financial impacts related to COVID-19 within the time provided by this Ordinance if the tenant is unable to contact the tenant's bank, bookkeeper, or accountant and continues to make good faith efforts to do so. c. For purposes of this Ordinance, "financial impacts" means a substantial loss of the tenant's monthly business income due to business closure, loss of compensable business, sales, or fees, or extraordinary out-of-pocket medical expenses. A financial impact is "related to COVID-19" if it was the result of any of the following: (1) a key employee or manager of the tenant's diagnosis with COVID-19 or that person's tenant's need to care for a household or immediate family member who is diagnosed with COVID-19; (2) a layoff, loss of hours, loss of business, fees or business income resulting from the "safer at home" order, business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation or order from the County Health Officer to stay at close the business, stay at home, isolate, self-quarantine, or avoid congregating with others during the COVID-19 state of emergency; (4) extraordinary out-of-pocket expenses related to diagnosis and testing for and/or treatment of COVID-19; or (5) the business owner's, manager's or key employees' need to provide additional child care as a result of school closures related to COVID-19. d. For purposes of this Ordinance, a notification "in writing" to the landlord includes email or text communications from the tenant to a landlord or the landlord's representative if that is the method of written communication that has been used previously, or correspondence by regular mail, if that is the method of written communication that has been used previously and the parties have not agreed to use email or text messaging. e. For purposes of this Ordinance, "written documentation" of a substantial financial impact shall include, without limitation, written notifications from employers, clients or customers, written documents from doctors, or local or County health care providers and officials, multiple pay stubs showing comparisons of income, medical or childcare bills, and income statements, bank statements or deposit records. Any medical or financial information provided to the landlord by the tenant shall be held in confidence, and shall be used only for evaluating the tenant's claim. f. Nothing in this Ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency, and which the tenant must pay in full within six (6) months following the expiration or termination of the local emergency. Six (6) months following the end of the local emergency, if the rent is unpaid, a landlord may charge or collect a late fee for rent that is further delayed for the reasons stated in this Ordinance; or a landlord may seek rent that is delayed for the reasons stated in this Ordinance through the eviction or other appropriate legal process. No fee for the late payment of rent shall be charged by a landlord during the period of the local emergency or for six (6) months after the end of the emergency. g. This Ordinance prevents the enforcement of nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed on March 13, 2020. i. The term "tenant" in this Ordinance refers to a lease, rental agreement, or any other agreement pursuant to which a person has been given permission to occupy real property owned by another in exchange for financial or other consideration. **Section 4. Urgency.** The City Council finds that the COVID-19 pandemic has increased the risk of housing displacement, loss of income, and homelessness for many people in the City of Seal Beach and surrounding areas, as more fully described in the recitals of this Ordinance. The City Council further finds that, unless this Ordinance is effective and its regulations are immediately put in place, the public health, safety and welfare will be at risk. Therefore, the immediate preservation of the public health, safety and welfare requires that this Ordinance be enacted as an urgency ordinance pursuant to Government Code section 36937(b) and that it take effect immediately upon adoption pursuant to Government Code section 36934, and its urgency is hereby declared. **Section 5. Violations.** Violations of this Ordinance shall be punishable as set forth in Chapter 1.15 of the Seal Beach Municipal Code. In addition, this Ordinance grants a defense in the event that an unlawful detainer action is commenced in violation of this Ordinance. **Section 6. Duration.** This Ordinance shall remain in effect for the duration of the local emergency. **Section 7. Uncodified.** This Ordinance shall not be codified. **Section 8. Severability.** If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance. **Section 9. Effective Date.** Based upon the findings in Section 3 of this Ordinance, this Ordinance shall take effect immediately upon its adoption by a minimum 4/5 vote of the City Council. **Section 10. Certification.** The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance or a summary thereof to be published as required by law. The City Manager is directed to widely publicize the adoption of this Ordinance. **PASSED AND ADOPTED** by the City Council of the City of Seal Beach on this 7th day of April, 2020, by a 5-0 vote.

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If you fear for your safety, call 911.



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