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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF ALAMEDA**

17 FINN WALSH, JACK RONAN, KATHERINE
18 WALSH, and TIMOTHY WALSH, on behalf of
19 themselves and all others similarly situated,

20 Plaintiffs,

21 v.

22 PREMIUM PROPERTY MANAGEMENT &
23 DEVELOPMENT, INC.
24 DBA PREMIUM PROPERTIES, a California
25 Corporation; HASTE PARTNERS, LLC,
26 a California Limited Liability Company; SAM
27 SOROKIN, an individual; CRAIG
28 BECKERMAN, an individual,
MARIA DIBLASI, an individual, and DOES 1-
1000,

Defendants.

LAW OFFICES OF JAMES M. V. FITZPATRICK
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ELECTRONICALLY FILED
Superior Court of California
County of Alameda
04/08/2022

Chad Finke, Executive Officer / Clerk of the Court

By: L. Wiley Deputy

Case No.: RG20072409

**FIFTH AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) Breach of Contract
- 2) Bad Faith Retention of Security Deposit in violation of Cal. Civ. Code § 1950.5
- 3) Conversion of Plaintiffs' Property
- 4) Breach of the Implied Warranty of Good Faith and Fair Dealing.
- 5) Violations of the Unfair Competition Law, Unlawful Prong, Cal. Bus. & Prof. Code §§ 17200 *et seq.*
- 6) Violation of the Unfair Competition Law, Unfair Prong, Cal. Bus. & Prof. Code §§ 17200 *et seq.*
- 7) Violation of the Unfair Competition Law, Fraudulent Prong, Cal. Bus. & Prof. Code §§ 17200 *et seq.*
- 8) Declaratory Relief, Cal. Civ. Proc. Code § 1060 on behalf of the Guarantor Plaintiffs
- 9) Declaratory Relief, Cal. Civ. Proc. Code § 1060 on behalf of the Tenant Plaintiffs
- 10) Violations of Berkeley Municipal Code § 13.76.070 and Regulation 702
- 11) Violations of Berkeley Municipal Code §§ 13.78.016
- 12) Violations of Berkeley Municipal Code § 13.78.017
- 13) Money Had and Received
- 14) Negligence

DEMAND FOR JURY TRIAL

1 Plaintiffs FINN WALSH, JACK RONAN, KATHERINE WALSH, and TIMOTHY WALSH
2 (“Plaintiffs”), on behalf of themselves and all others similarly situated, by and through their undersigned
3 counsel, hereby bring this action against PREMIUM PROPERTY MANAGEMENT &
4 DEVELOPMENT, INC. dba PREMIUM PROPERTIES (“Premium Properties”), HASTE PARTNERS,
5 LLC (“Haste Partners”), SAM SOROKIN (“Sorokin”); CRAIG BECKERMAN (“Beckerman”),
6 MARIA DIBLASI (“DiBlasi”) (collectively, “Defendants”), and upon information and belief and
7 investigation of counsel allege as follows:

8 **I. JURISDICTION AND VENUE**

9 1. Jurisdiction is proper in the Superior Court of Alameda pursuant to California Code of
10 Civil Procedure § 410.10 because Defendants reside in California and Defendants Premium Properties
11 and Haste Partners have their principal place of business in California. Defendants have substantial,
12 continuous, and systematic contacts with the state and have purposely availed themselves of the benefits
13 and privileges of conducting business activities within the state of California. Defendant Premium
14 Properties manages real property in Alameda County, including the apartments located at 2137 Haste
15 Street, Berkeley, California 94704-2018 (the “Property”). Haste Partners owns real property in Alameda
16 County, including the Property located at 2137 Haste Street, Berkeley, California 94704-2018. Sam
17 Sorokin is the CEO of Premium Properties and a manager/member and agent for service of process of
18 Haste Partners, LLC at 2941 Telegraph Ave., Berkeley, California 94705. Craig Beckerman is the CFO
19 of Premium Properties and a manager/member of Haste Partners, LLC at 2941 Telegraph Ave.,
20 Berkeley, California 94705. Maria DiBlasi is employed by Premium Properties at the business address
21 2941 Telegraph Ave., Berkeley, California 94705.

22 2. Venue is proper in this Court pursuant to California Code of Civil Procedure § 395.5
23 because Premium Properties’ breach of contract with the Tenants occurred in Alameda County, a
24 substantial part of the conduct giving rise to Plaintiffs’ claims occurred in this district, and Defendants’
25 Premium Properties and Haste Partners, LLC’s principal place of business is in Alameda County.

26 **II. PARTIES**

27 3. Plaintiffs Finn Walsh and Jack Ronan (collectively, “Tenants”) are individuals who,
28 during the events alleged herein, were residents of Alameda County, California.

1 4. Plaintiffs Timothy Walsh and Katherine Walsh (collectively, “Guarantors”) are
2 individuals who reside in San Diego County, California, and are the parents of Plaintiff Finn Walsh.

3 5. Premium Properties is a California Corporation that maintains its principal place of
4 business at 2941 Telegraph Avenue, Berkeley, California 94705. Premium Properties is registered with
5 the California Secretary of State as entity number C2506534. Premium Properties is the business entity
6 listed as the owner and agent on the lease agreement (“Lease” or “Lease Agreement”) attached hereto
7 as **Exhibit 1**.

8 6. Haste Partners, LLC is a California limited liability company that maintains its principal
9 place of business at 2941 Telegraph Avenue, Berkeley, California 94705. Haste Partners is registered
10 with the California Secretary of State as entity number 200933510109. Haste Partners is the owner of
11 the Property.

12 7. Sam Sorokin, an individual, is, or was during the applicable period of this lawsuit, the
13 Chief Executive Officer of Premium Properties located at 2941 Telegraph Avenue, Berkeley, California
14 94705. Sam Sorokin is, or was during the applicable period of this lawsuit, a manager/member and agent
15 for service of process of Haste Partners located at 2941 Telegraph Avenue, Berkeley, California 94705.
16 Upon information and belief, Defendant Sorokin, during all times relevant to Plaintiffs’ claims,
17 specifically, individually, and personally directed and authorized all of the unlawful conduct described
18 herein and was intimately involved in the unlawful conduct described herein. Upon information and
19 belief, Defendant Sorokin was the guiding spirit and central figure behind the unlawful conduct
20 described herein.

21 8. Craig Beckerman, an individual, is, or was during the applicable period of this lawsuit,
22 the Chief Financial Officer of Premium Properties located at 2941 Telegraph Avenue, Berkeley,
23 California 94705. Craig Beckerman is, or was during the applicable period of this lawsuit, also a
24 manager/member of Haste Partners located at 2941 Telegraph Avenue, Berkeley, California 94705.
25 Upon information and belief, Defendant Beckerman, during all times relevant to Plaintiffs’ claims,
26 specifically, individually, and personally directed and authorized all of the unlawful conduct described
27 herein and was intimately involved in the unlawful conduct described herein. Upon information and
28 belief, Defendant Beckerman was the guiding spirit and central figure behind the unlawful conduct

1 described herein.

2 9. Maria DiBlasi, an individual, is, or was during the applicable period of this lawsuit,
3 employed by Premium Properties as an accountant and HR manager at the business address 2941
4 Telegraph Avenue, Berkeley, California 94705. Upon information and belief, Defendant DiBlasi, during
5 all times relevant to Plaintiffs' claims, was intimately involved in the unlawful conduct described herein.

6 10. The true names and capacities of Defendants sued as Does 1 through 1000 are unknown
7 to Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names. Plaintiffs will
8 amend this Complaint to allege the true names and capacities of Does 1 through 1000 when ascertained.
9 Plaintiffs are informed and believe, and thereupon allege, that each of the Doe Defendants, jointly and
10 severally, are in some manner responsible for the damages alleged herein. Any reference to "Defendant"
11 includes Does 1 through 1000, inclusive.

12 11. At all relevant times, each Defendant was an agent, servant, employee, partner, and/or
13 joint venture of the other Defendants. At all such times relevant to this complaint, each Defendant was
14 acting within the course and scope of his relationship as agent, servant, employee, partner, and/or joint
15 venture of the other Defendants. Each Defendant had actual or constructive knowledge of the acts of
16 each of the other Defendants, and ratified, approved, joined in, acquiesced in, and/or authorized the
17 wrongful acts of each co-defendant, and/or retained the benefits of said wrongful acts.

18 12. Defendants, and each of them, aided and abetted, and rendered substantial assistance to
19 the other Defendants in breaching their obligations to the Plaintiffs as alleged herein. In taking action,
20 as alleged herein, to aid and abet and substantially assist the commissions of these wrongful acts and
21 other wrongdoings complained of, each Defendant had actual knowledge of the wrongful acts and
22 realized that its conduct would substantially assist the accomplishment of the wrongdoing alleged herein.

23 13. Defendants reached an agreement to perform the acts complained of herein, all were
24 direct, necessary, and substantial participants in the conspiracy and common course of conduct
25 complained of herein; and each was aware of its overall contribution to and furtherance of the conspiracy
26 and common course of conduct. Defendants' common acts include, *inter alia*, all of the acts that each
27 of them is alleged to have committed in furtherance of the wrongful scheme complained of herein.

28 **III. NATURE OF THE ACTION**

1 14. Premium Properties manages the real property located at 2137 Haste Street, Berkeley,
2 California 94704-2018 (the “Property”). Premium Properties manages approximately 500 properties in
3 California. Haste Partners owns the real property located at 2137 Haste Street, Berkeley, California
4 94704-2018 (the “Property”).

5 15. Plaintiffs Finn Walsh and Jack Ronan (“Tenants”) entered into an agreement with
6 Premium Properties to rent an apartment at the Property (“Lease” or “Lease Agreement”) while
7 attending college at the University of California in Berkeley (“UC Berkeley”). *See Exhibit 1.*

8 16. Tenants relied on the terms of the Lease Agreement provided to them by Premium
9 Properties when they signed the Lease.

10 17. Plaintiffs Timothy Walsh and Katherine Walsh (“Guarantors”) agreed to co-sign the
11 Lease Agreement as guarantors.

12 18. Guarantors relied on the terms of the Lease Agreement and Co-Signer Agreements when
13 they agreed to sign the Co-Signer Agreements. *See Exhibits 2 and 3.*

14 19. Tenants provided a security deposit to Premium Properties as part of the terms of the
15 Lease Agreement. Tenants provided Premium Properties with \$5,947 as a security deposit, in
16 accordance with the terms of the Lease Agreement.

17 20. The term of the Lease was from June 1, 2019, to May 31, 2020. *See Exhibit 1.*

18 21. On or around June 1, 2019, Tenants moved into the Property.

19 22. On February 7, 2020, Premium Properties sent Tenants a Notice of Lease Renewal form
20 and a Notice to Vacate form. Along with the forms, Premium Properties stated “[i]t is our policy to have
21 our residents let us know whether they plan to renew their contracts no later than 90 days of lease
22 expiration, which means you need to decide by the end of *February* ... If one person plans on staying
23 in the apartment for another year, submit the Notice of Lease Renewal. Please have each occupant who
24 is staying for the renewed lease term check the ‘Renewing’ box, sign, date and return to us immediately.”

25 23. On or around February 29, 2020, Tenants submitted a Notice of Lease Renewal to
26 Premium Properties. The Notice of Lease Renewal form stated, “For your information only, we are
27 indicating below as to which of us are planning on staying for the new term and which of us are leaving
28 on or before May 31, 2020.” Plaintiff Finn Walsh indicated his desire to renew the lease and Plaintiff

1 Jack Ronan indicated he would not be renewing the Lease. *See Exhibit 4.*

2 24. On or around March 5, 2020, Premium Properties sent Tenants an email stating that even
3 though one or more Tenant(s) plan to vacate the Property when the Lease expires, “all parties are still
4 legally obligated to the terms of the Lease Agreement, until Premium Properties approves either a (1)
5 Roommate Replacement Request or a (2) Request to be Removed.”

6 25. The email from Premium Properties further stated that in order to submit a Roommate
7 Replacement Request, Tenants must pay “\$170 screening fees (\$95 for Request + \$40 for Application
8 + \$35 for Cosigner)”. To submit a Request to be Removed from the Lease Agreement, Tenants must
9 pay a “\$50 processing fee.”

10 26. On or around March 9, 2020, UC Berkeley announced the suspension of in-person classes
11 due to the outbreak of COVID-19.

12 27. On or around March 13, 2020, UC Berkeley students were notified that all learning would
13 be done remotely due to COVID-19.

14 28. On or around March 19, 2020, Governor Gavin Newsom entered a statewide shelter-in-
15 place order, directing all Californians to stay home.

16 29. On or around April 1, 2020, in response to the campus closure and out of concerns for
17 their health and safety, Tenants notified Premium Properties that they would not be able to agree to a
18 Lease Extension.

19 30. On or around April 2, 2020, Premium Properties delivered a fully executed copy of the
20 Tenants’ Notice of Lease Renewal form signed by Premium Properties. Premium Properties claims that
21 the Notice of Renewal form binds Tenants to an additional term on the Lease.

22 31. Premium Properties then delivered an Itemized Disposition of Security Deposit to the
23 Tenants, which stated that there would be no deductions made for damages or cleaning. Premium
24 Properties notified Tenants that their security deposit would not be returned and instead would be used
25 to pay for rent for the Property for the months of May and June of 2020. Premium Properties also stated
26 that Tenants would continue to be charged rent for the Property until the unit was rented to another
27 person.

28 32. Premium Properties notified Guarantors that the Tenants’ Notice of Renewal was binding

1 and that as guarantors to the initial Lease, they would be held liable for an additional term of the Lease
2 and resulting fees.

3 33. Premium Properties also charged Tenants a Lease Transfer Fee in the amount of
4 \$3,087.00.

5 34. Defendants' conduct amounts to a breach of contract and violates state and municipal
6 law.

7 35. Accordingly, Plaintiffs bring this action for breach of contract, breach of the implied
8 warranty of good faith and fair dealing, conversion, violations of California Civil Code 1950.5,
9 violations of the California Unfair Competition Law ("UCL"), declaratory relief, violations of Berkeley
10 Municipal Code § 13.76.070 and Regulation 702, negligence, money had and received, and violations
11 of Berkeley Municipal Code §§ 13.78.016 and 13.78.017.

12 IV. ALLEGATIONS

13 A. Defendants Cannot Bind Plaintiffs to an Additional Term of the Lease

14 36. Under the heading titled "Renewal or Termination," the Lease Agreement states:

15 Upon expiration of the Term, this Agreement will **NOT** automatically be renewed, nor
16 will tenancy become month to month. No later than 90 days prior to the expiration of the
17 Term of the Agreement, **Resident must express in writing their desire to extend the**
18 **Term for an additional year or a term agreeable by Owner/Agent and Owner/Agent**
19 **shall provide a Lease Extension for both parties to execute . . . In the event that**
Owner/Agent and Resident fail to execute a Lease Extension, Resident shall vacate
the premises by the Expiration Date of this agreement.

20 **Exhibit 1, ¶ 23** (emphasis added).

21 37. In other words, to renew the Lease, two conditions must be met: (1) Tenants must notify
22 Premium Properties of their intent to renew and (2) Tenants and Premium Properties must execute a
23 Lease Extension provided by Premium Properties .

24 38. The Cosigner Agreements state:

25 For valuable consideration, receipt of which is hereby [sic] acknowledged, the
26 undersigned Cosigner does hereby guarantee unconditionally to Owner/Agent . . . the
27 prompt payment by Resident of the rent or any other sums which become due pursuant
28 to any Rental/Lease Agreement signed by Resident(s) listed above (Rental Agreement
available upon request). In the event of the breach of any terms of the Rental/Lease

1 Agreement by Resident, Cosigner shall be liable for any damages, financial or physical,
2 caused by Resident . . . Cosigner shall remain obligated by the terms of this Agreement
3 for the entire period of the tenancy and for any extensions granted pursuant thereto.

3 **Exhibits 2 and 3** (emphasis in original).

4 39. As Co-Signers, Guarantors' liability is dependent on the terms of the Lease Agreement.
5 For example, to hold Guarantors liable for an additional term under the Lease, the two conditions for
6 renewing the Lease must have been met.

7 40. Prior to the COVID-19 outbreak, Tenants submitted a Notice of Lease Renewal form,
8 notifying Premium Properties of Plaintiff Jack Ronan's desire to vacate the Property after the expiration
9 of the Lease and Plaintiff Finn Walsh's desire to extend the Term for an additional term prior to the 90-
10 day deadline, attached hereto as **Exhibit 4**.

11 41. Tenants then informed Premium Properties that Tenants would not be renewing the lease.
12 *After* informing Premium Properties of their intent to vacate the Properties, Premium Properties
13 delivered to Tenants a fully executed and signed copy of the Notice of Renewal.

14 42. Premium Properties never provided, and Tenants never signed, a Lease Extension to
15 extend the Lease term.

16 43. Because Premium Properties and the Tenants failed to execute a Lease Extension, the
17 Tenants were under a contractual obligation to vacate the premises by May 31, 2020, as expressly
18 required by the Lease terms. *See Exhibit 1* at ¶ 23 ("In the event that Owner/Agent and Resident fail to
19 execute a Lease Extension, Resident shall vacate the premises by the Expiration Date of this
20 agreement.").

21 44. The language under the renewal provision of the Lease is clear and unambiguous, and in
22 any event, California law holds that any ambiguities are construed against the drafter. *See* CACI No.
23 320. Interpretation – Construction Against the Drafter; *see also* Cal. Civ. Code § 1654. Here, the Lease
24 was drafted and provided by Premium Properties as a standard lease agreement with blank areas for the
25 Tenants to fill in their names. Thus, any ambiguities would be construed against Premium Properties as
26 the drafter of the Lease.

27 45. Defendants' refusal to acknowledge the termination of the Lease harms each of the
28

1 Plaintiffs because Defendants continue to charge Tenants for rent beyond the expiration date of the
2 Lease and continue to assert that Guarantors are liable for said rent.

3 46. Plaintiffs are harmed by risk of litigation from Defendants to collect rent and additional
4 unlawful fees.

5 47. Tenants have suffered additional harm in that they did not receive a refund of their
6 security deposit, despite failing to incur any itemized fees for damages to the Property or cleaning fees.
7 Tenants will also likely face further harm when they attempt to lease a new rental property, as future
8 lessors are less likely to rent property to those with a negative rental history.

9 **B. Defendants' Refusal to Acknowledge the Termination of the Lease Violates the Express**
10 **Terms of the Lease**

11 48. Tenants informed Premium Properties in writing of their intention to vacate the Property
12 and to not renew the Lease on or near April 1, 2020, prior to receiving a signed copy of the Notice of
13 Renewal form from Premium Properties. Tenants also neither received nor signed a Lease Extension
14 form. Therefore, the Lease was not renewed.

15 49. Defendants' attempt to hold the Tenants and Guarantors liable beyond the Lease
16 expiration date violates the express terms set forth in the Lease.

17 **C. Defendants' Failure to Return the Security Deposit Further Violates the Express Terms of**
18 **the Lease**

19 50. Per the terms of the Lease, Premium Properties required Tenants to pay a security deposit
20 of \$5,947.00. *Id.* ¶ 3.

21 51. Refund of the security deposit is governed by California Civil Code § 1950.5. *Id.* (“Any
22 refund of said security deposit shall be made in the in the amount and manner established by law, namely
23 Section 1950.5 of the California Civil Code”).

24 52. The Lease provides:

25 Within 21 Days after Resident has vacated the Premises and has returned all keys to
26 Owner/Agent, Owner/Agent will furnish Resident with an itemized written statement of
27 any charges made to Resident's security deposit account. At this time, Owner/Agent shall
28 return any remaining portion of the security deposit in the form of a single check made
out to all Residents, including Substitute Residents, unless all Residents submit an

1 executed Security Deposit Assignment Form authorizing Owner/Agent to issue a check
2 to one Resident.

3 *Id.*

4 53. Under California Civil Code § 1950.5, deductions for defaults for payment of rent are
5 limited to rent owed at the time the security deposit is required to be returned. A landlord may not utilize
6 California Civil Code § 1950.5 for alleged future rent damages.

7 54. Tenants dutifully complied with the termination procedures set out in the Lease,
8 including vacating the premises by May 31, 2020 (*id.* ¶ 23); delivering all keys and personal property
9 furnished by Premium Properties (*id.* ¶ 3); and leaving their forwarding addresses so that Premium
10 Properties could notify and refund their security deposits (*id.*).

11 55. Prior to the expiration of the Lease, Premium Properties sent Tenants a letter titled
12 “Move-Out Procedures – IMPORTANT COVID-19 GUIDELINES”, attached hereto as **Exhibit 5**. In
13 the letter, Premium Properties stated, “[w]e regret to hear that you have decided that 05/31/2021 will be
14 your last day at one of our properties. We hope that we have managed your property well and have made
15 your tenancy an extremely pleasant experience. We hope that you will keep us in mind for your future
16 rental needs and refer our company to a friend.” The letter went on to state:

17 If you can move out on or before **May 20th, 2020**, we will discount your May rent by 5%
18 and add it to your security deposit. In other words, if your rent is \$3,000 per month, and
19 you move out by May 20th or sooner, you will get \$150 added to your deposit. For those
20 interested in this offer, please let us know by emailing jeff@premiumpd.com at least 3
21 days before you plan to vacate, so we can schedule a final virtual walk through.

22 *Id.* (emphasis added).

23 56. The letter from Premium Properties further stated:

24 This year, we have amended our typical move-out procedures to adapt to the current
25 climate of COVID-19. Please read the following information, which will help facilitate
26 a smooth transition and minimize the chance of receiving deductions off your security
27 deposit. Keep in mind you will receive your deposit within 21 days of your move-out
28 date. Of course, we will make every attempt to return it to you sooner. However, this is
typically not possible during summer months where we may have many deposits to send
out.

Id.

57. These new move-out procedures included cleaning and disinfecting the house to

1 professional standards and paying to professionally steam clean all carpets. *Id.* The letter indicated that
2 failure to comply with the new move-out procedures would result in deductions to Plaintiffs' security
3 deposit.

4 58. At no point did Plaintiffs Finn Walsh and Jack Ronan agree to the new move-out
5 procedures, which were not specified in the Lease. Nevertheless, Plaintiffs Finn Walsh and Jack Ronan
6 complied with both the termination procedures of the Lease and the new move-out procedures imposed
7 on them by Defendants.

8 59. Thereafter, Premium Properties sent Plaintiffs an Itemized Disposition of Security
9 Deposit, attached here to as **Exhibit 6**. The document indicated that *no* damages or cleaning fees were
10 deducted from the security deposit. *Id.* However, the document went on to indicate that the security
11 deposit would be deducted for rent for May through July of 2020, totaling \$12,032.43. *Id.* It further
12 stated that rent would continue to be charged unless the Property was rented out by August 1, 2020. *Id.*
13 Plaintiffs were also charged with a "Lease Transfer Fee" of \$3,087 (*id.*), which was later described by
14 Premium Properties' Accountant, Maria DiBlasi, as a reimbursement of a Leasing Commission charged
15 to re-rent the Property. After deducting the entire security deposit, Premium Properties asserted that
16 Tenants owed Premium Properties a remaining balance of \$6,881.18. Defendants were negligent when
17 performing this accounting.

18 60. In addition, an inspection of the Property showed that there were no damages to the
19 Property and that the Property was left clean "with no major repairs." *See Exhibit 7.*

20 61. Despite Premium Properties' failure to execute a Lease Extension with Tenants and
21 despite Tenants' performance of their duties under the Lease, Premium Properties refused to refund any
22 portion of the security deposit to Tenants.

23 62. On or around April 20, 2020, Plaintiff Katherine Walsh contacted Premium Properties
24 regarding Premium Properties' failure to refund any portion of the security deposit to Tenants. Premium
25 Properties' Accountant, Defendant Maria DiBlasi asserted that Plaintiffs Finn Walsh and Jack Ronan's
26 Notice of Renewal was a binding agreement and therefore the Plaintiffs would be liable for an additional
27 year on the Lease. Ms. DiBlasi, on behalf of Premium Properties, then suggested that Tenants move
28 back into the unit during the pandemic as they would "be paying for it for months to come given the

1 economic situation” and “[s]ince we have cosigners and other guarantors on the lease, ultimately the bill
2 we [sic] be paid one way or another.”

3 63. As guarantors of the Lease, Plaintiffs Timothy and Katherine Walsh’s liability, if any, is
4 limited to damages incurred during the term of the Lease (*i.e.* June 1, 2019 – May 31, 2020). Yet,
5 Defendants maintain that Plaintiffs Timothy and Katherine Walsh remain liable for a renewed lease that
6 they did not co-sign on and for rent payments past the expiration of the agreed-upon Lease term.

7 64. Despite the Lease term ending and despite Tenants providing written notice of their intent
8 to vacate the Property, Defendants refused to acknowledge the expiration of the Lease term, unilaterally
9 renewed the Lease Agreement, and have attempted to hold Guarantors liable for the corresponding fees
10 and rent.

11 **D. Defendants’ Act of Charging Fees to Terminate the Lease Also Violates the Lease**

12 65. The first page of the Lease Agreement states that Tenants and Premium Properties “do
13 hereby agree on the part of the Owner/Agent to rent to Resident, the Premises herein described under
14 the following terms and conditions”. *See Exhibit 1*. Under the section titled “Renewal or Termination”,
15 the procedures for terminating the Lease are set forth. *Id.* at ¶ 23. Nowhere in this section or in any part
16 of the lease does it state that Tenants will be subject to be any fees in order to terminate the lease. *See*
17 *generally, id.*

18 66. Yet, when Tenants submitted a Notice of Renewal form indicating Plaintiff Jack Ronan’s
19 desire to vacate the premises, and Plaintiff Jack Walsh’s desire to renew, Premium Properties stated that
20 all Tenants would remain legally obligated to the terms of the Lease until Premium Properties approved
21 either a (1) Roommate Replacement Request to be submitted with a \$170.00 fee, or a (2) Request to be
22 Removed to be submitted with a \$50.00 fee.

23 67. When Tenants informed Premium Properties of their intent to vacate the property and to
24 not renew the Lease on or around April 1, 2020, Premium Properties delivered to Tenants an Itemized
25 Disposition of Security Deposit wherein Premium Properties declared Tenants owed \$3,087.00. The
26 charge was labeled as “Miscellaneous Charges: Lease Transfer Fee”. *See Exhibit 6*. Defendants were
27 negligent when performing the accounting for these fees.

28 68. Because such fees were not agreed to in the Lease, Defendants’ attempt to charge Tenants

1 additional and unauthorized fees violates the Lease.

2 **E. Defendants' Act of Charging Additional, Unauthorized Fees Violates Berkeley Municipal**
3 **Code**

4 69. Berkeley Municipal Code ("B.M.C.") § 13.78.016 states: It is unlawful for an owner of
5 residential rental property or the owner's agent to charge a non-refundable fee to any existing tenants
6 for the purposes of renewing a tenancy . . . or to request to add or replace a roommate in a pre-existing
7 household.

8 70. B.M.C. § 13.78.017 states: It is unlawful for an owner of residential property, or the
9 owner's agent, to charge any fee for the termination of their tenancy prior to the expiration of a lease.

10 71. Premium Properties violated B.M.C. §§ 13.78.016 and 13.78.017 when Defendant
11 attempted to subject Tenants to either a \$170 fee to request a roommate replacement or a \$50 fee to
12 request to be removed from the Lease. Defendants were negligent when performing the accounting for
13 these fees.

14 72. Premium Properties also violated B.M.C. §§ 13.78.016 and 13.78.017 when it
15 negligently charged Tenants a \$3,087.75 Lease Transfer Fee.

16 73. On May 11, 2020, the Berkeley Rent Stabilization Board sent a letter to Sorokin stating
17 that B.M.C. §§ 13.78.016 and 13.78.017 "expressly prohibit landlords and their managers or agents from
18 charging tenants fees for either replacing a roommate or for terminating their tenancy." The letter was
19 also delivered to each of Premium Properties' tenants, including the Tenant plaintiffs. A true and
20 accurate copy of the letter is attached as **Exhibit 8**.

21 74. The letter further stated that "[a]ccording to leases/rental agreements used by Premium
22 Properties, tenants must pay a \$50 fee in order to vacate and surrender possession of their unity and to
23 be 'removed from the lease.' Your leases/rental agreements specifically warn tenants that not only must
24 they sign a form created by your office and pay a fee, but also that they remain responsible for all the
25 lease obligations, including payment of rent . . . State law is clear that once a tenant surrenders possession
26 of their right to occupy their unity, they may no longer be liable for Unlawful Detainer." *See id.*

27 75. The letter then stated that "[i]n addition to charging tenants for vacating their units, you
28 also charge tenants a \$95 fee for 'roommate replacement.' While these fees have been prohibited as a

1 rent overcharge under the rules and regulations of the Berkeley Rent Stabilization and Eviction for Good
2 Cause Ordinance, they are not expressly barred under . . . B.M.C. § 13.78.016[.]” *See id.*

3 76. The letter declared that the above-described fees found in Premium Properties’ lease
4 agreements “are contrary to local and state law and as such should be removed from any Berkeley
5 leases/rental agreements.” *See id.*

6 **F. Defendants Incorrectly and Negligently Calculated Interest Owed On Tenants’ Security**
7 **Deposit In Violation Of Berkeley Municipal Code and Berkeley Regulations Pertaining To**
8 **Security Deposits**

9 77. BMC § 13.76.070 states: Any payment or deposit of monies by the tenant, the primary
10 function of which is to secure the performance of a rental agreement or any part of such agreement,
11 including an advance payment of rent, shall be held by the landlord, in a fiduciary capacity for the benefit
12 of the tenant and shall accrue simple interest at the rate equal to the average rates of interest paid on six-
13 month certificates of deposit by banks doing business in the City of Berkeley until such time as the
14 payment or deposit is returned to the tenant or entitled to be used by the landlord as provided in Civil
15 Code Section 1950.5 . . . Upon the tenant’s departure from the premises, the balance of any interest
16 accrued since the last October 31st shall be paid at the average monthly rate from the last November 1st
17 to the date of departure and shall be returned to the tenant along with the appropriate part of the principal
18 and any prior unpaid interest.

19 78. The Regulations of the Berkeley Rent Stabilization Board set forth regulations applicable
20 to rental units within the City of Berkeley, California.¹

21 79. Regulation 702 of Chapter 7 of the Regulations of the Berkeley Rent Stabilization Board
22 requires all landlords each December, and upon the tenant’s departure from the premises, to return an
23 amount of interest that has accrued on the security deposit. Interest is calculated according to a rate as
24 set forth in the regulation.

25 80. Regulation 702 states that “[a]fter November 1, 2013, the interest that accrued and was
26

27 ¹ Source: *Regulations of the Berkeley Rent Stabilization Board*,
28 https://www.cityofberkeley.info/Rent_Stabilization_Board/Home/Regulations_of_the_Berkeley_Rent_Stabilization_Board.aspx (last accessed June 11, 2021).

1 not returned to the tenant shall be equal to the 12-month average of the average rate of interest paid on
2 the first business day of each month for six-month certificates of deposits by insured commercial banks
3 doing business in the City of Berkeley, as printed in the table contained in Regulation 701(D), regardless
4 of whether the tenant's security deposit." See Chapter 7, Regulation 702(E)(2)(d).

5 81. Regulation 701(d) of Chapter 7 of the Regulations of the Berkeley Rent Stabilization
6 Board provides the following table:

7 Year	8 Rate
9 2009	0.9%
10 2010	0.4%
11 2011	0.3%
12 2012	0.2%
13 2013	0.1%
14 2014	0.1%
15 2015	0.1%
16 2016	0.1%
17 2017	0.1%
18 2018	0.1%
19 2019	0.2%
20 2020	0.2%

21 82. At shown above, Regulation 701(d) mandates a return of interest owed on the security
22 deposit during 2019 and 2020 at an interest calculated at 0.2%.

23 83. The estimated itemized disposition that Premium Properties sent to Tenants states that
24 the interest owed on the deposit was calculated at ".1% Interest" and amounted to a total of \$4.25. See
25 **Exhibit 6.**

26 84. Defendants' rate of interest used to calculate the interest owed on the deposit violates
27 Berkeley Municipal Code § 13.76.070 and Berkeley Regulation 702(E)(2)(d). Defendants acted
28 negligently when performing the accounting for this interest.

1 85. At a rate of 0.2%, Tenants would have been entitled to a total of return of \$16.47 and not
2 \$4.25.

3 86. Upon information and belief, Defendants incorrectly and negligently calculated interest
4 owed under B.M.C. § 13.76.070 and Regulation 702 to each of their tenants within the City of Berkeley.

5 **V. CLASS ACTION ALLEGATIONS**

6 87. While reserving the right to redefine or amend the class definition prior to seeking class
7 certification, pursuant to California Code of Civil Procedure § 382, Tenants seek to represent a class
8 hereby referred to as the Tenant Class consisting of:

9 All persons (excluding officers, directors, and employees of Defendants) who entered
10 into lease agreements with Premium Property Management & Development Inc. on or
11 after September 1, 2016, and until the Class is certified (the “Class Period”) and were
12 charged by Premium Property Management & Development Inc. for rent and/or fees that
13 accrued after the end of the lease term.

14 88. While reserving the right to redefine or amend the class definition prior to seeking class
15 certification, pursuant to California Code of Civil Procedure § 382, Tenants further seek to represent a
16 class hereby referred to as the Lease Fee Class consisting of:

17 All persons (excluding officers, directors, and employees of Defendants) who entered
18 into lease agreements with Premium Property Management & Development Inc. on or
19 after September 1, 2016, and until the Class is certified (the “Class Period”) and were
20 charged roommate add-on fees; roommate replacement fees; request to be removed fees;
21 and/or lease transfer fees by Premium Property Management & Development Inc.

22 89. While reserving the right to redefine or amend the class definition prior to seeking class
23 certification, pursuant to California Code of Civil Procedure § 382, Tenants further seek to represent a
24 class hereby referred to as the Security Deposit Class consisting of:

25 All persons (excluding officers, directors, and employees of Defendants) who entered
26 into lease agreements with Premium Property Management & Development Inc. on or
27 after September 1, 2016 and until the Class is certified (the “Class Period”), whose
28 security deposit was not returned within the time allowed under Cal. Civ. Code §
1950.5(g)(1), after deducting any charges enumerated under Cal. Civ. Code § 1950.5(b)
that appeared on an itemized statement that was mailed or delivered to the individual
within the time allowed under Cal. Civ. Code § 1950.5(g)(1).

1 90. While reserving the right to redefine or amend the class definition prior to seeking class
2 certification, pursuant to California Code of Civil Procedure § 382, Tenants further seek to represent a
3 class hereby referred to as the Interest Class consisting of:

4 All persons (excluding officers, directors, and employees of Defendants) who entered
5 into lease agreements with Premium Property Management & Development Inc. to rent
6 a property located in Berkeley, California on or after September 1, 2016 and until the
7 Class is certified (the “Class Period”), and did not receive from Premium Property
8 Management & Development Inc. upon departure of the property the following rates of
9 interest that accrued on their security deposit:

Year	Rate
2016	0.1%
2017	0.1%
2018	0.1%
2019	0.2%
2020	0.2%

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20 91. The Tenant Class, Lease Fee Class, Security Deposit Class, and Interest Class are
21 collectively referred to herein as the Tenant Classes.

22 92. While reserving the right to redefine or amend the class definition prior to seeking class
23 certification, pursuant to California Code of Civil Procedure § 382, Guarantors seek to represent a class
24 hereby referred to as the Guarantor Class consisting of:

25 All persons (excluding officers, directors, and employees of Defendants) who agreed to act as
26 co-signers and/or guarantors for a member of the Tenant Class or a member of the Lease Fee
27 Class on or after September 1, 2016, and until the Class is certified (the “Class Period”).

28 93. Numerosity. The members in the proposed Tenant Classes and the Guarantor Class are

1 so numerous that individual joinder of all members is impracticable, and the disposition of the claims
2 of all Class members in a single action will provide substantial benefits to the parties and Court.
3 Plaintiffs do not currently know the number of class members of each proposed Class but such
4 information may be determined through Defendants' records.

5 94. Commonality. Questions of law and fact common to Plaintiffs and the Classes include:

- 6 a. Whether Premium Properties breached its agreements with Plaintiffs and members of the
7 Classes;
- 8 b. Whether a Notice of Renewal constitutes a Lease Extension under the lease agreements;
- 9 c. Whether members of the Guarantor Class may be held liable under renewed lease agreements
10 without an executed Lease Extension;
- 11 d. Whether Defendants have engaged in unfair, fraudulent, or unlawful business practices;
- 12 e. Whether Defendants' conduct constitutes a violation of California's Unfair Competition Law;
- 13 f. Whether Premium Properties' business practice of withholding Class Members' security
14 deposits for reasons other than those enumerated in Cal. Civ. Code § 1950.5(b) violates Cal. Civ.
15 Code § 1950.5;
- 16 g. Whether Premium Properties' business practice of withholding Class Members' security
17 deposits for reasons other than those enumerated in Cal. Civ. Code § 1950.5(b) was done in bad
18 faith and is subject to statutory penalties pursuant to Cal. Civ. Code § 1950.5(l);
- 19 h. Whether Premium Properties' business practices violate B.M.C. §§ 13.78.016, 13.78.017,
20 13.76.070 and Berkeley Rent Stabilization Board's Regulation 702;
- 21 i. Whether Plaintiffs and the Classes are entitled to injunctive relief, and the nature and extent of
22 injunctive relief to which the proposed Class Members are entitled as a result of Defendants'
23 wrongful conduct;
- 24 j. Whether Tenants and the Tenant Classes have sustained damages with respect to the claims
25 asserted, and if so, the proper measure of damages;
- 26 k. Whether Plaintiffs and the Classes are entitled to actual damages, statutory damages, punitive
27 damages, restitution, rescission, declaratory relief, attorney fees and costs of suit, and
- 28 l. Whether Plaintiffs and the Classes are entitled to any such further relief as the Court deems

1 appropriate.

2 95. The above listed common questions of law and fact predominate over questions that
3 affect only individual Class members for both Classes.

4 96. Typicality of Tenant Class. Tenants are members of the Tenant Class. Their claims are
5 typical of the claims of each Tenant Class Member in that every member of the Tenant Class was charged
6 for rent payments that accrued after the end of the lease term. Tenants are entitled to relief under the
7 same causes of action as the other Class Members.

8 97. Typicality of Lease Fee Class: Tenants are members of the Lease Fee Class. Their claims
9 are typical of the claims of each Lease Fee Class Member in that every member of the Lease Fee Class
10 was wrongfully charged by Premium Properties for unlawful and unauthorized fees.

11 98. Typicality of Security Deposit Class: Tenants are members of the Security Deposit Class.
12 Their claims are typical of the claims of each Security Deposit Class Member in that every member of
13 the Security Deposit Class had all or a portion of their security deposit unlawfully withheld by
14 Defendants.

15 99. Typicality of Interest Class: Tenants are members of the Interest Class. Their claims are
16 typical of the claims of each Interest Class Member in that every member of the Interest Class did not
17 receive the proper amount of interest that accrued on their security deposit as required by B.M.C.
18 13.76.070 and Regulation 702 of Berkeley's Rent Stabilization Board Regulations.

19 100. Typicality of Guarantor Class: Guarantors are members of the Guarantor Class. Their
20 claims are typical of the claims of each Guarantor Class Member in that every member agreed to act as
21 a guarantor or co-signer of a member of the Tenant Class or Lease Fee Class and were wrongfully held
22 liable by Premium Properties for unlawful fees and rent payments that accrued after the end of the lease
23 term.

24 101. Adequacy. Plaintiffs are adequate class representatives because Plaintiffs' interests do
25 not conflict with the interests of the Class Members of the Class they seek to represent. Plaintiffs' claims
26 are common to all members of the Class and Plaintiffs have a strong interest in vindicating the rights of
27 the absent Class Members of their respective Class. Plaintiffs have retained counsel competent and
28 experienced in complex class action litigation and they intend to vigorously prosecute this action.

1 102. Ascertainability. Class Members can easily be identified by an examination and analysis
2 of the business records regularly maintained by Defendants, among other records within Defendants’
3 possession, custody, or control.

4 103. Predominance. The common issues of law and fact identified above predominate over
5 any other questions affecting only individual members of the Classes. Class issues fully predominate
6 over any individual issue.

7 104. Superiority. A class action is superior to other available methods for the fair and efficient
8 adjudication of this controversy because: (a.) the joinder of all individual Class Members is
9 impracticable, cumbersome, unduly burdensome, and a waste of judicial and/or litigation resources; (b.)
10 the individual claims of the Class Members of each Class may be relatively modest compared with the
11 expense of litigating the claim, thereby making it impracticable, unduly burdensome, and expensive—
12 if not totally impossible—to justify individual actions; (c.) when Defendants’ liability has been
13 adjudicated, all Class Members’ claims can be determined by the Court and administered efficiently in
14 a manner far less burdensome and expensive than if it were attempted through filing, discovery, and trial
15 of all individual cases.

16 105. This class action is properly brought and should be maintained as a class action because
17 questions of law or fact common to Class Members predominate over any questions affecting only
18 individual members, and because a class action is superior to other available methods for fairly and
19 efficiently adjudicating this controversy.

20 106. This class action is also properly brought and should be maintained as a class action
21 because Plaintiffs seek injunctive relief on behalf of the Class Members on grounds generally applicable
22 to the Classes. Certification is appropriate because Defendants have acted or refused to act in a manner
23 that applies generally to the Classes. Any final injunctive relief or declaratory relief would benefit the
24 Classes as Defendants would be prevented from continuing their unlawful business practices.

25 **VI. CAUSES OF ACTION**

26 **FIRST CAUSE OF ACTION**

27 **BREACH OF CONTRACT**

28 **(by Tenant Plaintiffs against all Defendants)**

1 107. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
2 herein.

3 108. Tenants bring the first cause of action for breach of contract individually and on behalf
4 of the Tenant Classes against Defendants Premium Properties, Haste Partners, Sam Sorokin, Craig
5 Beckerman, and Maria DiBlasi.

6 109. Tenants entered into a contract with Premium Properties when they signed the Lease
7 Agreement and agreed to lease an apartment at the Property. Haste Partners owns the Property and used
8 Premium Properties to act as Haste Partners' agent.

9 110. Tenants performed all, or substantially all, of the significant obligations required of them
10 under the contract.

11 111. Premium Properties' failure to send and execute a Lease Extension with Tenants as
12 expressly required by the Lease Agreement in order to renew the Lease resulted in the expiration of the
13 Lease on May 31, 2020, thereby triggering Defendants' express duty to refund Tenants' security deposit
14 and return to Tenants any accrued interest.

15 112. Premium Properties and Haste Partners' retention and use of Tenants' security deposit to
16 pay for rent after the expiration date of the Lease violates the express terms of the contract, which
17 states that the Lease shall expire on May 31, 2020 and will "NOT" be renewed upon expiration unless
18 a Lease Extension is executed by Owner/Agent and Resident. *See Exhibit 1.*

19 113. As a result of Defendants' conduct, Tenants were harmed because they did not receive a
20 refund of their security deposit. Additionally, Premium Properties continues to charge Tenants for rent
21 beyond the termination date of the Lease; thereby subjecting Tenants to risk of litigation if Defendants
22 attempt to sue them for rent. Tenants will also likely face harm if future landlords require a rental
23 reference from Defendants, as future landlords would likely be hesitant or unwilling to lease property to
24 tenants with a negative rental history.

25 114. Defendants' refusal to acknowledge the termination of the Lease is a substantial factor
26 in causing Tenants' harm.

27 115. Defendants' failure to return to Tenants the proper rate of interest that accrued on
28 Tenants' security deposit also violates the express terms of the contract, which states that interest from

1 any deposits will be distributed to tenants as required by law. *See Exhibit 1.*

2 116. Tenants were harmed and continue to be harmed by Defendants' failure to return to
3 Tenants the proper rate of interest that accrued on their security deposit because Tenants are prevented
4 from accessing the monies from the interest that they are entitled to. Defendants' failure to return to
5 Tenants the proper accrued interest is a substantial factor in causing Tenants' harm.

6 117. Defendants know and understand that the security deposits Premium Properties collects
7 from its tenants are subject to BMC § 13.76.070 and Regulation 702. In 2017, Defendant Premium
8 Properties received an administrative decision from Berkeley's Rent Stabilization Board stating that
9 Premium Properties had incorrectly calculated the interest owed on its tenant's security deposit. The
10 Berkeley's Rent Stabilization Board ordered Premium Properties to pay the tenant the interest owed in
11 accordance with Regulation 702. Attached as **Exhibit 9** is a true and accurate copy of the administrative
12 decision.

13 118. Further, Premium Properties' attempts to charge Tenants a fee for either requesting a
14 roommate replacement or requesting to be removed from the Lease violates the terms of the contract.
15 Nowhere does it state in the lease agreement that Tenants will be subject to such fees, and in fact, such
16 fees violate Berkeley Municipal Code.

17 119. Premium Properties' attempt to charge Tenants a Lease Transfer Fee also violates the
18 terms of the Lease and Berkeley Municipal Code.

19 120. As a result of Defendants' conduct, Tenants were harmed because the Lease Transfer Fee
20 was used by Defendants as further justification for withholding Tenants' security deposit. Additionally,
21 Premium Properties continues to hold Tenants liable for the portion of the Lease Transfer Fee not paid
22 for by Tenants' security deposit.

23 121. Defendants' attempt to hold Tenants liable for the Transfer Fee is a substantial factor in
24 causing Tenant's harm.

25 122. Tenants suffered damages proximately caused by Defendants' breach of the lease
26 agreement in an amount to be determined at trial, plus attorneys' fees and costs as provided by law.

27 **SECOND CAUSE OF ACTION**

28 **BAD FAITH RETENTION OF SECURITY DEPOSIT**

1 **Cal. Civ. Code § 1950.5**

2 **(by Tenant Plaintiffs against all Defendants)**

3 123. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
4 herein.

5 124. Tenants bring this second cause of action of bad faith retention of security deposit
6 individually and on behalf of the Tenant Class and Security Deposit Class against Defendants Premium
7 Properties, Haste Partners, Sam Sorokin, Craig Beckerman, and Maria DiBlasi.

8 125. Defendants required Tenants and members of the Tenant Class to submit a security
9 deposit.

10 126. Tenants vacated the Property on or before May 31, 2020, in accordance with terms of the
11 Lease. More than 21 days have passed since Tenants moved out of the Property and Defendants have
12 refused to refund Tenants' security deposit.

13 127. Defendants retained Tenants' security deposit and used it as payment for rent charged
14 after the expiration of the Lease term.

15 128. Defendants retained the security deposit in bad faith, with the knowledge that no Lease
16 Extension was executed, and with the knowledge that Cal. Civ. Code § 1950.5 does not provide for
17 withholding security deposits for future rent payments.

18 129. In the 2017 administrative decision against Premium Properties, Berkeley's Rent
19 Stabilization Board, stating that it was improper under Cal. Civ. Code § 1950.5 for Premium Properties
20 to deduct future rent payments from a tenant's security deposit. *See Exhibit 9*. The Berkeley Rent
21 Stabilization Board held that Cal. Civ. Code § 1950.5 allows for security deposit deductions for defaults
22 in the payment of rent limited to rent owed at the time the security deposit is required to be returned,
23 and not future rent damages. *See id.* The Berkeley Rent Stabilization Board ordered Premium Properties
24 to return the tenant's security deposit along with accrued interest. Premium Properties therefore knew
25 that it was precluded from deducting future rent payments from its tenants' security deposits yet did so
26 despite this knowledge.

27 130. Tenants and members of the Tenant Class therefore seek damages, including statutory
28 damages, in the amount of twice the amount of the security deposit, or such greater amount to be

1 determined at trial.

2 **THIRD CAUSE OF ACTION**

3 **CONVERSION OF PROPERTY**

4 **(by Tenant Plaintiffs against all Defendants)**

5 131. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
6 herein.

7 132. Tenants bring this third cause of action for conversion of property individually and on
8 behalf of the Tenant Classes against Defendants Premium Properties, Haste Partners, Sam Sorokin,
9 Craig Beckerman, and Maria DiBlasi.

10 133. Tenants owned the money that each provided to Premium Properties as a security deposit.

11 134. Under the Lease, Tenants were entitled to the return of their security deposit minus
12 deductions for damages or cleaning as enumerated in Cal. Civ. Code § 1950.5(b), of which there were
13 none as stated in Premium Properties' Itemized Disposition of the Security Deposit.

14 135. Defendants substantially interfered with Tenants' property by knowingly or intentionally
15 refusing to return the security deposit in accordance with the terms of the Lease.

16 136. Tenants never received and did not execute a Lease Extension with Premium Properties.
17 Tenants notified Premium Properties that they would not agree to a Lease Extension.

18 137. Tenants did not consent to Defendants' unlawful retention of the security deposit.

19 138. Tenants were harmed by Premium Properties' failure to return the security deposit as
20 they have been prevented from accessing such monies despite the termination of the Lease.

21 139. Premium Properties' conduct is a substantial factor in causing Tenants' harm, as
22 Defendants refuse to return any portion of the security deposit to Tenants.

23 140. Tenants also were entitled to the proper rate of interest accrued on their security deposits
24 after vacating the Property.

25 141. Premium Properties wrongfully retained interest accrued on Tenants' security deposits.
26 Premium Properties' retention of the accrued interest intentionally and substantially interfered with
27 Tenants' ownership and possession of said monies.

28 142. Tenants were harmed as a result of Premium Properties' retention of the accrued interest

1 and Premium Properties' conduct was a substantial factor in causing said harm.

2 143. Haste Partners, Sorokin, Beckerman, DiBlasi, and Does 1-1000 were aware that Premium
3 Properties planned to, and did, engage in the foregoing wrongful conduct and they agreed with and
4 intended that Premium Properties engage in the wrongful conduct. Haste Partners, Sorokin, Beckerman,
5 DiBlasi, and Does 1-10 gave substantial assistance and/or encouragement to Premium Properties for the
6 purpose of facilitating the wrongful conduct alleged herein, and as a result, Haste Partners, Sorokin,
7 Beckerman, DiBlasi, and Does 1-1000's conduct was a substantial factor in causing harm to Tenants.

8 144. By conspiring with, and aiding and abetting Premium Properties as alleged herein, Haste
9 Properties, Sorokin, Beckerman, DiBlasi, and Does 1-1000 have proximately caused harm to Tenants
10 and are therefore jointly and severally liable for such harm as co-conspirators and aider and abettors.

11 145. Tenants will seek damages, according to proof at trial, for all of the harm caused by the
12 acts of Defendants.

13 146. Defendants engaged in despicable conduct and acted with willful, reckless, and conscious
14 disregard of the rights of Tenants, and in doing the things herein alleged were guilty of oppression and
15 malice. Accordingly, Tenants seek punitive damages in an amount according to proof at trial.

16 **FOURTH CAUSE OF ACTION**

17 **BREACH OF THE IMPLIED WARRANTY OF GOOD FAITH AND FAIR DEALING**

18 **(by Tenant Plaintiffs against all Defendants)**

19 147. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
20 herein.

21 148. Tenants bring this fourth cause of action of breach of the implied warranty of good faith
22 and fair dealing individually and on behalf of the Tenant Classes against Defendants Premium
23 Properties, Haste Partners, Sam Sorokin, Craig Beckerman, and Maria DiBlasi.

24 149. Tenants entered into a lease agreement with Premium Properties. Haste Partners owns
25 the Property listed in the lease agreement and used Premium Properties to act as Haste Partners' agent.

26 150. In every contract, including the Lease Agreement, there is an implied covenant of good
27 faith and fair dealing.

28 151. Tenants did all, or substantially all of the significant things that the lease agreement

1 required them to do and all conditions required for Defendants' performance had occurred. Specifically,
2 the parties did not execute a Lease Extension and Tenants vacated the Property at the end of the Lease
3 term. As such, Defendants were required to acknowledge termination of the Lease and return to Tenants
4 their security deposit and accrued interest.

5 152. Defendants unfairly interfered with Tenants' right to receive the benefits of the Lease
6 because Defendants refuse to acknowledge the expiration of the Lease, refuse to return any portion of
7 the security deposit, and have not returned to Tenants the proper rate of interest accrued on Tenants'
8 security deposit. By doing so, Defendants did not act fairly or in good faith.

9 153. Further, on or around April 11, 2021, Premium Properties sent Tenants an invoice for
10 \$44,654.43 requesting monies for rent from June 2020 to March 2021. *See Exhibit 10.* Premium
11 Properties sent this invoice despite withholding Tenants' security deposit to pay for rent for the month
12 of June 2020 and despite Tenants' vacating the property on or before May 31, 2020, as required by the
13 Lease Agreement. *See Exhibit 1.* Premium Properties has not acted fairly or in good faith.

14 154. Tenants were harmed by Defendants' conduct because they did not receive any portion
15 of their security deposit after the expiration of the lease, their security deposit was withheld for rent
16 payments that they were not responsible for, and they did not receive the proper rate of interest accrued
17 on their security deposit.

18 155. Tenants and Tenant Class Members therefore seek damages as to be determined at trial.

19 156. Defendants further unfairly interfered with Tenants' right to receive the benefits of the
20 Lease because Defendants attempted to hold Tenants' liable for fees to either request to be removed
21 from the Lease or request a roommate replacement, and is now holding Tenants' liable for a Lease
22 Transfer Fee. Defendants have not acted fairly or in good faith in committing such acts.

23 157. Tenants were harmed by Defendants' conduct because Defendants used the Lease
24 Transfer Fee as further justification for withholding Tenants' security deposit and continue to hold
25 Tenants liable for the Lease Transfer Fee.

26 158. Tenants therefore seek damages as to be determined at trial.

27 **FIFTH CAUSE OF ACTION**

28 **VIOLATION OF THE UNFAIR COMPETITION LAW, UNLAWFUL PRONG**

1 **Cal. Bus. & Prof. Code §§ 17200, et seq.**

2 **(by Tenant Plaintiffs against all Defendants)**

3 159. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
4 herein.

5 160. Tenants bring this fifth cause of action for violations of the UCL's unlawful prong
6 individually and on behalf of the Tenant Classes against Defendants Premium Properties, Haste Partners,
7 Sam Sorokin, Craig Beckerman, and Maria DiBlasi.

8 161. The UCL prohibits any "unlawful, unfair or fraudulent business act or practice." Cal.
9 Bus. & Prof. Code § 17200. Section 17200 specifically prohibits any "unlawful . . . business act or
10 practice."

11 162. Defendants' practices as described herein were at all times during the Class Period
12 unlawful and continue to be unlawful under, *inter alia*, California law and Berkeley Municipal law.

13 163. Defendants' conduct violates the "unlawful" prong of the UCL because the acts alleged
14 herein, including charging Tenants for a unilaterally renewed lease and corresponding rent payments,
15 constitute a breach of contract, bad faith retention of the Tenant's security deposit, conversion of
16 Plaintiffs Finn Walsh and Jack Ronan's property, and breach of the implied warranty of good faith and
17 fair dealing.

18 164. Among other violations, Defendants' conduct in failing to return Tenants' security
19 deposit and withholding the security deposit for reasons other than those permitted by Cal. Civ. Code §
20 1950.5(b) violated Cal. Civ. Code § 1950.5.

21 165. Defendants' conduct in charging roommate replacement fees, roommate add-on fees,
22 request to be removed fees, and lease transfer fees further violated B.M.C. §§ 13.78.016 and 13.78.017.

23 166. Defendants' conduct in failing to return the proper interest accrued on Tenants' security
24 deposit violated B.M.C. § 13.76.070 and Regulation 702 of Chapter 7 of the Berkeley Regulations of
25 the Berkeley Rent Stabilization Board.

26 167. Defendants' conduct is further unlawful because Defendants have breached their contract
27 with Plaintiffs, converted Plaintiffs' property, breached the implied warranty of good faith and fair
28 dealing, and acted negligently.

1 168. In accordance with Cal. Bus. & Prof. Code § 17203, Tenants seek an order requiring
2 Defendants to immediately cease such acts of unlawful business practices and requiring Defendants to
3 return the full amount of money improperly collected from such unlawful business practices.

4 **SIXTH CAUSE OF ACTION**

5 **VIOLATION OF THE UNFAIR COMPETITION LAW, UNFAIR PRONG**

6 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***

7 **(by Tenant Plaintiffs against all Defendants)**

8 169. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
9 herein.

10 170. Tenants bring this sixth cause of action for violations of the UCL’s unfair prong
11 individually and on behalf of the Tenant Classes against Defendants Premium Properties, Haste Partners,
12 Sam Sorokin, Craig Beckerman, and Maria DiBlasi.

13 171. Section 17200 of the California Business & Professions Code (“Unfair Competition
14 Law” or “UCL”) prohibits any “unfair . . . business act or practice.” Defendants’ practices violate the
15 Unfair Competition Law “unfair” prong as well.

16 172. The Defendants’ practices as described herein are “unfair” within the meaning of the
17 California Unfair Competition Law because the conduct is unethical and injurious to California residents
18 and the utility of the conduct to Defendants does not outweigh the gravity of the harm to consumers.

19 173. While Defendants’ decision to charge unlawful fees, improperly withhold security
20 deposits, unilaterally renew leases, and fail to return proper accrued interest in violation of state and
21 municipal law may have some utility to Defendants in that it allowed Defendants to realize higher profit
22 margins, this utility is small and far outweighed by the gravity of the harm Defendants inflicted upon
23 California residents.

24 174. Moreover, Defendants’ practices violate public policy expressed by specific statutory,
25 municipal, or regulatory provisions, including Cal. Civ. Code § 1950.5, the Berkeley Rent Stabilization
26 Board Regulations and the Berkeley Municipal Code sections cited herein.

27 175. Defendants’ conduct is “unfair” because Defendants refused to return Tenants’ security
28 deposit after the expiration of the Lease, have attempted to hold Tenants liable for a renewed Lease

1 despite the Lease’s termination, and have withheld Tenants’ security deposit to pay for rent charged past
2 the Lease’s termination.

3 176. Premium Properties also sent Tenants an invoice on or around April 11, 2021 requesting
4 rent payments for June 2020 through March 2021 in the amount of \$44,654.43. *See Exhibit 10.* This
5 conduct is unfair because the Lease expired on May 31, 2020, Tenants vacated the premises and returned
6 the keys on or before May 31, 2020, and are not liable for rent payments past the expiration of the Lease.

7 177. Defendants’ conduct is also “unfair” because Defendants charged Tenants an unlawful
8 “Lease Transfer Fee” and attempted to charge Tenants an additional \$170 fee for a roommate
9 replacement request or a \$50 fee to request to be removed from the lease agreement, in violation of
10 B.M.C. § 13.78.016 and § 13.78.017.

11 178. Additionally, Defendants’ conduct is “unfair” because Defendants failed to return the
12 proper accrued interest to Tenants and members of the Interest Class upon their departure of the premises
13 in violation of B.M.C. § 13.76.070 and Regulation 702.

14 179. Defendants’ conduct is unconscionable because, among other reasons, it violates Cal.
15 Civ. Code § 1950.5, B.M.C. § 13.78.016, B.M.C. § 13.78.017, B.M.C. § 13.76.070, and Regulation 702
16 of the Berkeley Rent Stabilization Board Ordinance.

17 180. Tenants and the Classes suffered injury in fact and lost money or property as a result of
18 Defendants’ unlawful business practices. Defendants’ practices detailed herein proximately caused
19 Tenants’ and other members of the Tenant Classes to suffer ascertainable losses in the form of, *inter*
20 *alia*, monies spent to pay for fees that were unlawfully charged, monies that were withheld from tenants’
21 security deposits, and unreturned accrued interest tenants were entitled to. Tenants and members of the
22 Tenant Classes are entitled to recover such damages, together with appropriate penalties, including
23 restitution, damages, attorneys’ fees and costs of suit.

24 181. Pursuant to California Business & Professions Code § 17203, Tenants seek an order
25 requiring Defendants to immediately cease such acts of unlawful, unfair and fraudulent business
26 practices and requiring Defendants to return the full amount of money improperly collected to all those
27 affected.

28 **SEVENTH CAUSE OF ACTION**

1 **VIOLATION OF THE UNFAIR COMPETITION LAW, FRAUDULENT PRONG**

2 **Cal. Bus. & Prof. Code §§ 17200, et seq.**

3 **(by Tenant Plaintiffs against all Defendants)**

4 182. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
5 herein.

6 183. Tenants bring this seventh cause of action for violations of the UCL’s fraudulent prong
7 individually and on behalf of the Tenant Classes against Defendants Premium Properties, Haste Partners,
8 Sam Sorokin, Craig Beckerman, and Maria DiBlasi.

9 184. Premium Properties drafted Lease Agreements stating that refunds of security deposits
10 would be made in the amount and manner established by Cal. Civ. Code § 1950.5 and that Defendants
11 would return remaining portions of tenants’ security deposits within 21 days of resident vacating the
12 premises. *See Exhibit 1.* Despite these terms, Defendants have failed to return Tenants’ security deposit
13 and have withheld the security deposit on grounds other than those enumerated in Cal. Civ. Code §
14 1950.5. Tenants have not received a refund of their security deposit despite substantially or fully
15 complying with the terms of the Lease and failing to incur any itemized fees for damages to the Property
16 or cleaning fees.

17 185. The Lease Agreements drafted by Premium Properties further state that “[u]pon
18 expiration of the Term, th[e] Agreement will NOT automatically be renewed, nor will tenancy become
19 month to month . . . In the event that Owner/Agent and Resident fail to execute a Lease Extension,
20 Resident shall vacate the premises by the Expiration Date of this agreement.” *See Exhibit 1.* Despite
21 these terms, Defendants maintain that Tenants are liable for rent past the Expiration Date of the Lease
22 Agreement even though a Lease Extension was not executed.

23 186. Premium Properties’ standard lease agreements also state that interest from security
24 deposits will be distributed to residents as required by law. *See Exhibit 1.* Yet, Defendants did not return
25 the full amount of accrued interest to Tenants upon their departure of the premises as required by
26 Berkeley Rent Stabilization Board’s Regulation 702. Defendants’ calculation of the interest owed to
27 Tenants on their security deposit violates Regulation 702 of Chapter 7 of the Berkeley Regulations of
28 the Berkeley Rent Stabilization Board. Regulation 702 mandated a .2% return on interest accrued on

1 Tenants' security deposit, yet Defendants calculated the interest owed at a percentage of .1%. This is
2 also conduct that is likely to deceive reasonable consumers and the public and therefore violates the
3 fraudulent prong of the UCL.

4 187. Premium Properties' standard lease agreements also do not disclose Defendants'
5 charging of roommate replacement fees, roommate add-on fees, or request to be removed fees. Yet,
6 Defendants charged Tenants these fees and continue to hold Tenants liable for the Lease Transfer Fee.

7 188. These practices, in contravention of Premium Properties' standard lease agreements and
8 California and Berkeley Municipal law, is likely to deceive reasonable consumers and the public, and
9 therefore violates the fraudulent prong of the UCL.

10 189. Defendants' wrongful business practices have caused injury to Tenants and members of
11 the Tenant Classes.

12 190. Pursuant to California Business & Professions Code § 17203, Tenants seek an order of
13 this Court enjoining Defendants from continuing to engage in deceptive business practices, false
14 advertising, and any other act prohibited by law, including those set forth in the Complaint.

15 191. Tenants also seek an order for the disgorgement and restitution of all monies which were
16 unjustly acquired through acts of unlawful, unfair, and/or fraudulent competition, and attorneys' fees
17 and costs.

18 **EIGHTH CAUSE OF ACTION**

19 **Declaratory Relief, Cal. Civ. Proc. Code § 1060**

20 **(by Guarantor Plaintiffs against all Defendants)**

21 192. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
22 herein.

23 193. Guarantors bring this eighth cause of action for declaratory relief individually and on
24 behalf of the Guarantor Class against Defendants Premium Properties, Haste Partners, Sam Sorokin,
25 Craig Beckerman, and Maria DiBlasi.

26 194. An actual controversy has arisen and now exists between Guarantors and Defendants
27 concerning their respective rights and duties under the Co-Signer Agreements in that Defendants
28 contend Guarantors are liable for an additional Lease term along with any resulting fees.

1 195. Guarantors dispute Defendants' contentions and assert that Guarantors are not liable for
2 a unilaterally renewed Lease or any other unlawful fees charged by Defendant to members of the Tenant
3 Class or Lease Fee Class.

4 196. Guarantors therefore seek a judicial determination of their rights and duties under the Co-
5 Signer Agreements and an order declaring that Guarantors are not liable for a unilaterally renewed lease
6 or any other unlawful fees charged by Defendants to members of the Tenant Class or Lease Fee Class.

7 197. A judicial declaration pursuant to Cal. Civ. Proc. Code § 1060 is necessary and
8 appropriate at this time so that Guarantors may ascertain their rights and duties under the Co-Signer
9 Agreements.

10 **NINTH CAUSE OF ACTION**

11 **Declaratory Relief, Cal. Civ. Proc. Code § 1060**

12 **(by Tenant Plaintiffs against all Defendants)**

13 198. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
14 herein.

15 199. Tenants bring this ninth cause of action for declaratory relief individually and on behalf
16 of the Tenant Classes against Defendants Premium Properties, Haste Partners, Sam Sorokin, Craig
17 Beckerman, and Maria DiBlasi.

18 200. An actual controversy has arisen and now exists between Tenants and Defendants
19 concerning their respective rights and duties under the Lease Agreement in that Defendants contend
20 Tenants are liable for an additional Lease term along with any resulting fees and have withheld Tenants'
21 security deposit to pay for rent past the Lease's termination. Premium Properties sent Tenants an invoice
22 for \$44,654.43 for rent from June 2020 to March 2021, despite the Lease term ending on May 31, 2020.

23 201. Tenants dispute Defendants' contentions and assert that Tenants are not liable for a
24 unilaterally renewed Lease or any other unlawful fees charged by Defendants to members of the Tenant
25 Classes.

26 202. Tenants therefore seek a judicial determination of their rights and duties under the Lease
27 Agreement and an order declaring that Tenants are not liable for a unilaterally renewed lease or any
28 other unlawful fees charged by Defendants to members of the Tenant Classes.

1 203. Tenants also seek a judicial determination that Defendants’ business practice of charging
2 roommate replacement fees, roommate add-on fees, request to be removed fees, and lease transfer fees
3 violate Berkeley Municipal Code and are unlawful. An actual controversy has arisen between Tenants
4 and Defendants with respect to such fees because Defendants have withheld Tenants’ security deposit
5 to pay for such fees, and Tenants assert that they are not liable for any such fees.

6 204. Tenants also seek a judicial determination that Defendants’ business practice of
7 withholding security deposits for rent accrued past the end of a lease’s termination violates Cal. Civ.
8 Code § 1950.5 and is unlawful. An actual controversy has arisen because Defendants have withheld
9 Tenants’ security deposit to pay for rent payments past the Lease’s termination.

10 205. Tenants also seek a judicial determination that Defendants’ business practice of returning
11 less than the proper rate of interest accrued on tenants’ security deposits violates B.M.C. § 13.76.070
12 and Berkeley Rent Stabilization Board’s Regulation 702. An actual controversy has arisen because
13 Defendants have failed to return the proper interest on Tenants’ security deposit despite Tenants
14 departure from the premises.

15 206. A judicial declaration pursuant to Cal. Civ. Proc. Code § 1060 is necessary and
16 appropriate at this time so that Tenants may ascertain their rights and duties.

17 **TENTH CAUSE OF ACTION**

18 **Failure to Return Accrued Interest in Violation of B.M.C. § 13.76.070 and Berkeley Rent**
19 **Stabilization Board Regulation 702**

20 **(by Tenant Plaintiffs against all Defendants)**

21 207. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
22 herein.

23 208. Tenants bring this tenth cause of action for violations of Berkeley Municipal Code §
24 13.76.070 and Berkeley Rent Stabilization Board Regulation 702 and on behalf of the Interest Class
25 against Defendants Premium Properties, Haste Partners, Sam Sorokin, Craig Beckerman, and Maria
26 DiBlasi.

27 209. Under B.M.C. § 13.76.070 and Regulation 702 of Chapter 7 of the Berkeley Regulations
28 of the Berkeley Rent Stabilization Board, upon each tenant’s departure from the premises, Defendants

1 were required to return to each tenant the balance accrued by the tenant’s security deposit paid at the
2 applicable average monthly rate for the 12 months immediately preceding the date of departure.

3 210. Regulation 702(E)(d) states: After November 1, 2013, the interest that accrued and was
4 not returned to the tenant shall be equal to the 12-month average of the average rates of interest paid on
5 the first business day of each month for six-month certificates of deposits by insured commercial banks
6 doing business in the City of Berkeley, as printed in the table contained in Regulation 701(D).

7 211. Regulation 701(D) provides that the 12-month average of the rates of interest paid on
8 six-month certificates of deposit by insured commercial banks doing business in the City of Berkeley in
9 the years 2019 and 2020 were 0.2%.

10 212. Defendants only itemized 0.1% interest to Tenant Plaintiffs upon their departure from
11 the Property. *See Exhibit 6.*

12 213. Tenants are entitled to the interest that accrued and was not returned to the Tenants. *See*
13 *Regulation 702(E)(d).*

14 **ELEVENTH CAUSE OF ACTION**

15 **Charging of Fees in Violation of Berkeley Municipal Code Section 13.78.016**

16 **(by Tenant Plaintiffs against all Defendants)**

17 214. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
18 herein.

19 215. Tenants bring this eleventh cause of action for violations of Berkeley Municipal Code §
20 13.78.016 on behalf of the Lease Fee Class against Defendants Premium Properties, Haste Partners, Sam
21 Sorokin, Craig Beckerman, and Maria DiBlasi.

22 216. Under B.M.C. § 13.78.016, “[i]t is unlawful for an owner of residential rental property
23 or the owner’s agent to charge a non-refundable fee to any existing tenant for the purpose of renewing
24 a tenancy, in whole or in part, including any fee associated with the departure of a roommate or to
25 request to add or replace a roommate in a pre-existing household.”

26 217. Defendants’ charging of roommate replacement fees and roommate add-on fees violates
27 B.M.C. § 13.78.016.

28 218. Under B.M.C. § 13.78.020, “[a]ny owner of residential rental property shall be liable to

1 any applicant or tenant harmed for a civil penalty of two hundred fifty dollars (\$250.00) if the owner
2 fails to comply with any part of this Chapter.” See B.M.C. § 13.78.020(B). Additionally, “[a]ny person
3 aggrieved by the owner’s failure to comply with this Chapter may bring a civil action against the owner
4 of the residential rental property for all appropriate relief including damages and costs which the
5 applicant may have incurred as a result of the owner’s failure to comply with this Chapter.” See B.M.C.
6 § 13.78.020(C).

7 219. B.M.C. § 13.78.020(D) further provides: “[i]n any action to recover damages resulting
8 from a violation of this Chapter the prevailing plaintiff(s) shall be entitled to reasonable attorneys’ fees
9 in addition to other costs, and in addition to any liability for damages.”

10 220. Tenants were harmed because Defendants used Tenants’ refusal to pay the request to be
11 removed from the lease fee and roommate replacement fee as justification for holding Tenants’ liable
12 for a renewed lease and for withholding Tenants’ security deposit. Defendants’ attempt to hold Tenants
13 liable for these fees is a substantial factor in causing Tenants’ harm.

14 221. Tenants therefore seek damages in an amount to be determined at trial in addition to civil
15 penalties of \$250.00 for each tenant harmed. Tenants also seek injunctive relief to enjoin Defendants’
16 business practices that violate B.M.C. § 13.78.016 and an order declaring that Defendants’ business
17 practices violate B.M.C. § 13.78.016.

18 222. Tenants also seek reasonable attorneys’ fees and costs incurred in bringing the current
19 action.

20 **TWELFTH CAUSE OF ACTION**

21 **Charging of Fees in Violation of Berkeley Municipal Code Section 13.78.017**

22 **(by Tenant Plaintiffs against all Defendants)**

23 223. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
24 herein.

25 224. Tenants bring this twelfth cause of action for change of fees in violation of Berkeley
26 Municipal Code § 13.78.017 on behalf of the Lease Fee Class against Defendants Premium Properties,
27 Haste Partners, Sam Sorokin, Craig Beckerman, and Maria DiBlasi.

28 225. Under B.M.C. § 13.78.017, “[i]t is unlawful for an owner of residential property, or the

1 owner's agent, to charge any fee for the termination of their tenancy prior to the expiration of a lease.”

2 226. Defendants' charging of request to be removed fees and lease transfer fees violates
3 B.M.C. § 13.78.017.

4 227. Under B.M.C. § 13.78.020, “[a]ny owner of residential rental property shall be liable to
5 any applicant or tenant harmed for a civil penalty of two hundred fifty dollars (\$250.00) if the owner
6 fails to comply with any part of this Chapter.” *See* B.M.C. § 13.78.020(B). Additionally, “[a]ny person
7 aggrieved by the owner's failure to comply with this Chapter may bring a civil action against the owner
8 of the residential rental property for all appropriate relief including damages and costs which the
9 applicant may have incurred as a result of the owner's failure to comply with this Chapter.” *See* B.M.C.
10 § 13.78.020(C).

11 228. B.M.C. § 13.78.020(D) further provides: “[i]n any action to recover damages resulting
12 from a violation of this Chapter the prevailing plaintiff(s) shall be entitled to reasonable attorneys' fees
13 in addition to other costs, and in addition to any liability for damages.”

14 229. Tenants were harmed because the Lease Transfer Fee was used by Defendants as
15 justification for withholding Tenants' security deposit. Additionally, Defendants continue to hold
16 Tenants liable for the portion of the Lease Transfer Fee not paid for by Tenants' security deposit.
17 Defendants' attempt to hold Tenants liable for the Transfer Fee is a substantial factor in causing Tenants'
18 harm.

19 230. Tenants therefore seek damages in an amount to be determined at trial in addition to civil
20 penalties of \$250.00 for each tenant harmed. Tenants also seek injunctive relief to enjoin Defendants'
21 business practices that violate B.M.C. § 13.78.017 and an order declaring that Defendants' business
22 practices violate B.M.C. § 13.78.017.

23 231. Tenants also seek reasonable attorneys' fees and costs incurred in bringing the current
24 action.

25 **THIRTEENTH CAUSE OF ACTION**

26 **MONEY HAD AND RECEIVED**

27 **(by Tenant Plaintiffs against all Defendants)**

28 232. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth

1 herein.

2 233. Tenants bring this thirteenth cause of action for money had and received on behalf of the
3 Tenant Classes against Defendants Premium Properties, Haste Partners, Sam Sorokin, Craig Beckerman,
4 and Maria DiBlasi.

5 234. Defendants received money in the form of security deposits and accrued interest that was
6 intended to be used for the benefit of Tenants and the Classes. Those sums were not used for the benefit
7 of Tenants or members of the Classes, and Defendants have not returned or refunded the wrongfully
8 obtained money to Tenants and members of the Classes.

9 235. Defendants obtained money from Tenants in the form of security deposits and accrued
10 interest that were intended to be returned to Tenants upon their departure of the Property. However,
11 Defendants retained all of the security deposit and failed to return the accrued interest to Tenants upon
12 their departure.

13 **FOURTEENTH CAUSE OF ACTION**

14 **NEGLIGENCE**

15 **(by Tenant Plaintiffs against all Defendants)**

16 236. Plaintiffs repeat the allegations contained in the foregoing paragraphs as if fully set forth
17 herein.

18 237. Tenants bring this fourteenth cause of action for negligence on behalf of the Tenant
19 Classes against Defendants Premium Properties, Haste Partners, Sam Sorokin, Craig Beckerman, and
20 Maria DiBlasi.

21 238. Defendants were negligent when they committed the unlawful acts described herein.
22 Defendants acted negligently when performing the accounting for the lease agreements.

23 239. Defendants had a duty to exercise reasonable skill and care as follows:

- 24 a. Defendant Premium Properties had a duty to exercise reasonable skill and care as
25 Tenants' landlord and as the owner and agent listed in the Lease Agreement;
- 26 b. Defendant Haste Partners, LLC had a duty to exercise reasonable skill and care
27 as the owner of the Property;
- 28 c. Defendants Sam Sorokin, Craig Beckerman, and Maria DiBlasi had a duty to

1 exercise reasonable skill and care as the persons who (1) personally directed and
2 authorized the unlawful conduct described herein, (2) were intimately involved
3 in the unlawful conduct described herein, and/or (3) who were the guiding spirits
4 and central figures behind the unlawful conduct described herein.

5 240. Defendants had a duty to act reasonably in:

- 6 a. Obtaining, retaining, and returning Tenants' security deposits, including
7 returning security deposits to Tenants and members of the Tenant Classes after
8 only deducting charges permitted by Cal. Civ. Code § 1950.5(b) within the time
9 allowed under Cal. Civ. Code § 1950.5(g)(1);
- 10 b. Calculating and providing to Tenants and members of the Tenant Classes the
11 correct amount of interest accrued on security deposits;
- 12 c. Only charging fees to tenants that are permitted by state law and Berkeley
13 Municipal Code;
- 14 d. Drafting and properly carrying out the terms of the Lease Agreement.

15 241. Defendants breached that duty by, *inter alia*:

- 16 a. Failing to return Tenants' security deposit for reasons other than those permitted
17 by Cal. Civ. Code § 1950.5. Defendants were negligent when performing the
18 accounting on the return of the Tenants' security deposits.
- 19 b. Failing to return to Tenants and members of the Tenant Classes the proper rate of
20 interest that accrued on Tenants' security deposits. Defendants were negligent
21 when performing the accounting for the interest accrued on the Tenants' security
22 deposits.
- 23 c. Charging Tenants roommate replacement fees, roommate add-on fees, request to
24 be removed fees, and lease transfer fees in violation of the laws stated herein,
25 including Berkeley Municipal Code and California's Unfair Competition Law.
26 Defendants were negligent when performing the accounting for charging
27 replacement fees, roommate add-on fees, request to be removed fees, lease
28 transfer fees, and other fees.

1 d. Failing to properly carry out the terms of the Lease Agreement. Defendants did
2 not properly carry out the terms of the Lease Agreement due to Defendants'
3 negligent accounting practices described above.

4 e. Failing to adhere to the state and municipal laws cited herein. Defendants did
5 not adhere to state and municipal law due the negligent accounting practices
6 described above.

7 242. The charges permitted by Cal. Civ. Code § 1950.5(b) for withholding Tenants' security
8 deposits; the proper rate of interest accrued on security deposits; the proper terms of the Lease
9 Agreement; and whether the charging of certain fees were permitted by law were either known by
10 Defendants or should have been known by Defendants.

11 243. It was reasonably foreseeable that, by failing to return Tenants' security deposits for
12 reasons other than those permitted by Cal. Civ. Code § 1950.5; failing to return to Tenants and members
13 of the Tenant Classes the proper rate of interest that accrued on Tenants' security deposits; charging
14 Tenants roommate replacement fees, roommate add-on fees, request to be removed fees, and lease
15 transfer fees in violation of the laws stated herein, including Berkeley Municipal Code and California's
16 Unfair Competition Law; and failing to properly carry out the terms of the Lease Agreement, Tenants
17 and members of the Tenant Classes would be harmed.

18 244. As a result of Defendants' negligent accounting practices, Tenants and members of the
19 Tenant Classes were harmed and suffered actual damages and ascertainable losses in the form of, *inter*
20 *alia*, monies spent to pay for fees that were unlawfully charged, monies that were withheld from tenants'
21 security deposits, and unreturned accrued interest tenants were entitled to.

22 245. The negligence of Defendants was a substantial, direct, and proximate factor in causing
23 Tenants the harm and injury described herein.

24 **VII. PRAYER FOR RELIEF**

25 246. Wherefore, Plaintiffs, on behalf of themselves and all others similarly situated, pray for
26 judgment against Defendants as to each and every cause of action, and the following remedies:

27 A. An Order declaring this action to be a proper class action, appointing Plaintiffs as class
28 representatives, and appointing their undersigned counsel as class counsel;

- 1 B. An Order requiring Defendants to bear the cost of class notice;
- 2 C. An injunction requiring Defendants to comply with Cal. Civ. Code § 1950.5, B.M.C.
3 13.76.070, B.M.C. 13.78.016, and B.M.C. 13.78.017 with respect to all former, current,
4 and future tenants;
- 5 D. An Order compelling Defendants to return security deposits retained in bad faith;
- 6 E. An Order declaring Defendants are in breach of the lease agreements made between
7 Premium Properties and members of the Tenant Class and Lease Fee Class;
- 8 F. An Order compelling Defendants to return security deposits retained in bad faith;
- 9 G. An Order requiring Defendants to pay Tenants and members of the Tenant Class
10 statutory damages in accordance with Cal. Civ. Code § 1950.5;
- 11 H. An Order requiring Defendants to pay Tenants and members of the Tenant Classes the
12 proper rate of interest accrued on tenants' security deposits;
- 13 I. An Order rescinding Tenants' lease agreement with Premium Properties and
14 Guarantors' cosigner agreements with Premium Properties;
- 15 J. An Order enjoining Defendants from engaging in the unfair, unlawful, and deceptive
16 business practices complained of herein;
- 17 K. An Order requiring Defendants to pay restitution to restore all funds acquired by means
18 of any act or practice declared by this Court to be an unlawful, unfair, or fraudulent
19 business act or practice;
- 20 L. An Order requiring Defendants to disgorge all monies, revenues, and profits obtained
21 by means of any wrongful act or practice;
- 22 M. An Order declaring that Guarantors and members of the Guarantor class are not liable
23 for rent accrued after the end of the lease term nor any unlawful fees charged by
24 Defendant to members of the Tenant Class or Lease Fee Class;
- 25 N. An Order declaring that Defendants' business practices violate the Lease Agreement,
26 Cal. Civ. Code § 1950.5, B.M.C. § 13.76.070, B.M.C. § 13.78.016, B.M.C. §
27 13.78.017, and Regulation 702 of Berkeley's Rent Stabilization Board Regulations;
- 28 O. An award requiring Defendant to pay all actual and statutory damages permitted under

- 1 the causes of action alleged herein, plus prejudgment and post judgment interest;
2 P. An award of attorneys' fees and costs;
3 Q. An award of punitive damages; and
4 R. Any other and further relief that Court deems necessary, just, or proper.

5 **VIII. JURY DEMAND**

6 Plaintiffs hereby demand a trial by jury on all issues so triable.
7
8

9 Date: March 25, 2022

LAW OFFICES OF RONALD A. MARRON

10
11 By: /s/ Ronald A. Marron

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28 *Counsel for Plaintiffs and the Proposed Class*

EXHIBIT 1



Residential Rental Agreement

Please Read Carefully & Initial Where Indicated

This Rental Agreement, executed in Oakland, California on 04/15/2019, by and between Premium Property Management & Development, Inc. dba Premium Properties, Owner/Agent and Finn Walsh and Jack Ronan, Resident, evidences the terms under which the parties whose signatures appear below and are identified as Owner/Agent and Resident, respectively, do hereby agree on the part of the Owner/Agent to rent to Resident, the Premises herein described under the following terms and conditions:

1. Premises: Residential unit located at: 2137 Haste St , , Berkeley , CA 94704-2018 . Parking for No vehicle(s) included.
2. Term and Rental: The term of this rental agreement shall commence at 5:00 p.m. on 06/01/2019 and shall expire at 12:00 p.m. on 05/31/2020 .

Monthly Rent of the Premises shall be \$3,956.00 per month. Resident shall pay to Owner/Agent the Monthly Rent in advance on the first day of each month and is **delinquent on the next day**. When the first falls on a Saturday, Sunday, or holiday, rent is due at the close of the following business day. Checks should be made payable to Premium Properties and mailed to 6522 Telegraph Avenue, Oakland, CA 94609, or such other place as Owner/Agent may from time to time specify by written notice to Resident. All monetary obligations of Resident to Owner/Agent under the terms of this Agreement are deemed to be Rent.


Rent Payments shall only be accepted from Residents who are the original signers of this rental agreement. Rent payments shall not be accepted from Non-Residents or Substitute Residents. Rent payments from those unauthorized to do so shall be deemed rent tendered on behalf of the original Resident only and not on behalf of the Non-Resident. Should the Owner/Agent elect to accept a payment that does not comply with this paragraph, this shall not be construed as a waiver of this provision. Payments made in person may be delivered to Owner/Agent between the hours of 9 am and 5 pm (closed for lunch between 1 pm and 2 pm), Monday through Thursday, and between the hours of 10 am and 1 pm. Fridays, except legal holidays. Rent may also be dropped off through the after-hours mail slot . However, rent paid through the after-hours mail slot shall be deemed as received the next business day. Post-dated or third-party payments will not be accepted. Payment made to the office will not be held at the request of anyone; all payments made to the office will be directly deposited.

Acceptable methods of payment are Electronic Payment (ACH) via Premium Properties Tenant Portal (Preferred), Personal Checks, Cashier's Checks and Money Orders. Payments may not be made in cash. If rent is **not** paid electronically and in the event of roommates, or another form of multiple occupancy, Resident understands and agrees that rent shall be paid with a **Single** payment and that it is up to Resident to collect individual checks or other payments in order to submit a single rent payment.

If payment made by mail is allowed, Resident bears the risk of loss or delay of any payment made by mail and Owner/Agent must receive mailed rent payments on or before the due date, except as otherwise provided by law. In the absence of a signed acknowledgement that complies with Civil Code 1947.3, Owner/Agent will accept rent payments only from the Resident. Owner/Agent may require a signed acknowledgement for each rent payment made by a third party. Rent tendered by a Non-Resident shall be deemed rent tendered on behalf of Resident only and not on behalf of the Non-Resident. Should Owner/Agent elect to accept a payment that does not comply with this paragraph, this shall not be construed as a waiver of this provision. If Resident pays online or by direct deposit, such payment shall be deemed to come from Resident regardless

of the source of the payment. Payment online or by direct deposit may be rejected or returned by Owner/Agent during the pendency of any legal action, or in anticipation of legal action. Failure or refusal by Resident to cash Owner/Agent's rent refund check shall not defeat Owner/Agent's rejection of the rent being refunded.

All funds for a given month paid after the 20th or funds to cure a Three-Day Notice to Pay rent or Quit, Three-Day Notice to Perform Conditions and/or Covenants or Quit, a check passed on insufficient funds or dishonored for any other reason, or a stopped payment must be paid with certified funds (Cashier's Check or Money Order.)

Initial: 



If Resident pays online or by direct deposit, such payment shall be deemed to come from an Original Resident and signer of this Agreement, regardless of the source of the payment. Payment online or by direct deposit may be rejected or returned by Owner/Agent during the pendency of any legal action, or in anticipation of legal action. Failure or refusal by Resident to cash Owner/Agent's rent refund check shall not defeat Owner/Agent's rejection of the rent being refunded.

Notwithstanding the provisions above, the Owner/Agent may restrict Resident from paying with a Personal Check for rent or security deposit, if the Resident has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the Resident has stopped payment on a check draft, or money order. Owner/Agent shall give Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall not pay via Personal Check for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.

Rent shall be prorated in the event occupancy shall commence on a day other than the first day of the month or in the event the tenancy shall terminate on a day other than the last day of the month.

Owner/Agent may apply any payment made by Resident to any obligation of Resident to owner/Agent notwithstanding any dates or other direction from Resident that accompanies any such payment. This includes, but is not limited to back rent, late charges, utility charges, bad check charges, and property damage. Any attempt by Resident to allocate a payment in any other way shall be null and void, including the use or application of a restrictive endorsement or limitation on any check or other payment.


In the event Resident needs to terminate the Rental Agreement or any future extension prior to its expiration, among other potential damages, Resident agrees to reimburse Owner/Agent for advertising costs and administrative fees associated with re-renting the premises in the amount equal to one half of one month's rent (with a \$1,000 minimum) of the subject premises. Resident is responsible for all rent payments due until the commencement date of a new lease with a new resident. Any rent payments and/or fees for re-renting the premises shall be deemed as rent and not damages and may be deducted from the security deposit.

In the event that an eviction is commenced for any reason and terminated short of judgment for any reason, any unpaid rent which accrued during the period the eviction action is pending shall be deemed rent and not damages and an eviction action under CCP 1161 (2) may be commenced for its recovery or recovery of the premises pursuant to that section.

Payment online or by direct deposit may be rejected or returned by Owner/Agent during the pendency of any legal action, or in anticipation of legal action. Failure or refusal by Resident to cash Owner/Agent's rent refund check shall not defeat Owner/Agent's rejection of the rent being refunded.

In the event Owner/Agent deposits a check from an account with an additional owner, or an account not belonging to the Resident, it shall in no way confer upon the co-owner or any other accountholder the status of Resident under local, state or federal law or the right to occupy the premises, assume this agreement, or have any rights under it or conferred by it.

3. Initial Payments:

Initial: 



A. First Month's Rent: Resident shall pay a first month's rent in the amount of **\$3,965.00** for the period of **June 2019**.

B. Security Deposit: Resident shall deposit with Owner/Agent, as security deposit, the sum of **\$5,947.00** for the performance of the rental agreement. Owner/Agent may use there from such amounts as are reasonably necessary to remedy Resident's default in the payment of Rent or other sums due hereunder, including, but not limited to

late charges, to repair damages caused by Resident, or by guest or invitee of Resident, to clean the Premises, if necessary upon termination of this Agreement, to replace or repair personal property or appurtenances exclusive of ordinary wear and tear, as well as to reimburse Owner/Agent for all lost rent resulting from time spent by Owner/Agent in cleaning and/or repairing damage resulting from resident's occupancy. Owner/Agent shall not be responsible for any personal property left by the Resident after termination of this agreement. Owner/Agent may sell any such personal property and retain the proceeds as compensation for removing the property. If any portion of the Security Deposit is used during the term of this Agreement, Resident agrees to reinstate the amount used upon five (5) days written notice delivered to Resident in person or by mail.

Resident may not apply any portion of the Security Deposit for the payment of Last Month's Rent. If, and only if, required by law, interest from any deposits held shall be distributed via check or rent credit, annually to the Resident on January 1st of each year.

Any refund of said security deposit shall be made in the amount and manner established by law, namely Section 1950.5 of the California Civil Code, and can be used for any purpose, including, but not limited to, any of the following: (1) The compensation of an Owner/Agent for a Resident's default in the payment of rent. (2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by Resident or by a guest or licensee of Resident. (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall only apply to tenancies for which Resident's right to occupy begins after January 1, 2013. (4) To remedy future defaults by Resident in any obligation under the Rental Agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the Rental Agreement. For purposes of this Rental Agreement, the security deposit may also be used **to compensate Owner/Agent for damages suffered for the breach of the Rental Agreement occasioned by Resident's unlawfully abandoning the rental unit prior to the expiration of the Rental Agreement ["breaking the Rental Agreement"]**. Such damages include lost rent while a new resident is being sought, as well as leasing fees to procure the future resident.

Within 21 Days after Resident has vacated the Premises and has returned all keys to Owner/Agent, Owner/Agent will furnish Resident with an itemized written statement of any charges made to Resident's security deposit account. At this time, Owner/Agent shall return any remaining portion of the security deposit in the form of a single check made out to all Residents, including Substitute Residents, unless all Residents submit an executed Security Deposit Assignment Form authorizing Owner/Agent to issue a check to one Resident. No provision in this agreement shall prevent or limit Owner/Agent from recovering or bringing suit to recover from Resident any and all fund from such costs and expenses incurred by Owner/Agent which may exceed the amount of the Security Deposit.

4. **Late Charges/Interest:** Resident acknowledges that late payment of Rent will cause Owner/Agent to incur costs and expenses, the exact amount of such costs being extremely difficult and impractical to fix and ascertain. Therefore, if any installment of Rent due from Resident is not received by Owner/Agent by 5:00 p.m. on the fifth (5th) day of the month, Resident shall pay to Owner/Agent an additional sum of six percent (6%) of the Rent due as a late charge which shall be deemed additional Rent. The parties hereby agree that such late charge represents a fair and reasonable estimate of the average costs Owner/Agent will incur by reason of late payment by Resident. Also, unpaid installment of Rent or other sums due hereunder shall bear interest from the date due at a rate of 12% per annum. The provision for payment of a late charge does not constitute a grace period and Owner/Agent may serve a Three-Day Notice to Pay Rent or Quit on the day after the due date. Payment of the late charges does not cure the late payment for purposes of establishing habitual late payment of rent. Three late payments in any twelve-month period is a material violation of the lease and constitute grounds for the Owner/Agent to terminate the tenancy.

In the event rent, paid timely, is tendered by check is, for any reason, dishonored by the maker's financial institution, the payment shall then be deemed late and all late charges shall apply. In the event, future payments of rent for a period where a late fee has been assessed are also dishonored by the maker's financial institution then an additional fee of \$25 for the first check passed on insufficient funds and \$35 for each subsequent check passed on insufficient funds shall be paid by Resident as reimbursement to the Owner/Agent for administrative expense from processing such a dishonored check.

If Resident's bank returns Rent check for insufficient funds more than once in a twelve month period, Owner/Agent may serve thirty (30) days' written notice that all future Rent shall be paid by certified check or money order.

Resident shall pay Owner/Agent an additional fee of \$50 for any three-day notice to pay rent that is served on Resident.

Initial: 



5. Joint & Several Liability: The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental Agreement. If Residents or any guest or occupant violates this Agreement or rules, all residents are considered to have violated this Agreement. Owner's requests and notices (including sale notices) to any Residents constitute notice to all residents and occupants. Notices and requests from Residents or occupants (*including notices of lease termination, repair requests, and entry permissions*) constitute notice residents. Security deposit refunds and deduction itemizations of multiple residents will comply with this Agreement.

6. Conditions of Premises: By executing this agreement, Resident acknowledges that he/she has received the Premises and any appliances, furniture, furnishings or other contents as may be provided therewith, including but not restricted to those items listed on the inventory, and finds them to be in good and clean condition and repair, except as may be indicated elsewhere in this agreement or noted on 'Check In/Check Out Form' that is available on our website at www.premiumpd.com under the Links & Forms Tab. **The 'Check In/Check Out Form' must be completed by the Resident and reviewed and signed by a representative of Owner/Agent (Resident Manager or Move-In Coordinator) assigned to handle your move-in no later than one week, 7 days, of receiving possession (keys) of the unit in order to be valid.** This form will be used to aid in determining how security deposit may be disbursed back to Resident upon vacating unit. **The 'Check In/Check Out Form' is used only to report pre-existing damage and NOT repairs.** Resident agrees to care for the Premises and its contents, to commit no waste on or about the Premises, and at the termination of this agreement to return the Premises and its contents clean and free from trash and in the same condition as when received except for such ordinary wear and tear as reasonable and careful use would have caused. Any costs incurred by the Owner/Agent to restore the Premises to rentable condition (including any unpaid rent and damages) shall be withheld and any refund of security to Resident shall be made in the amount and manner established by law, namely Section 1950.5 of the California Civil Code. To submit a request for maintenance or service repair, please go to www.premiumpd.com and select the Maintenance Tab .

7. Utilities: Resident is to pay when due any utility or other current charges accruing in connection with the use of the Premises, except: **Water and Garbage** , which are paid by the Owner/Agent. Newspapers, boxes and other discards are the responsibility of the Residents. By the commencement of this Agreement Residents shall arrange with the local providers to place their separately metered utilities under their names. In the event, Resident does not transfer utilities timely; Resident shall pay a charge to Owner/Agent of \$35.00 for each month a non-transferred bill is received by Owner/Agent. The parties hereby agree that such a charge represents a fair and reasonable estimate of the costs Owner/Agent will incur to enforce this provision. In addition, Resident shall reimburse Owner/Agent for the actual charges on the utility bill. Disconnection of utilities due to non-payment is a material violation of this Agreement. To the extent that Owner/Agent provides to Resident any utility without charge, including but not limited to water, Owner/Agent only agrees to provide a reasonable quantity of said utility, and Resident agrees to pay for any excessive or unreasonable use of said utility. If any utility is rationed, in any respect, by any state, regional, or local agency regulating that utility, excessive or unreasonable use shall be deemed that usage level which results in a penalty or excess use fee. In the event the utility is shared by more than one unit in a building or buildings of which the premises are a part, and there is a common metering distribution system, Resident shall pay a share of the charge for such excessive or unreasonable use in proportion to the number of units using the utility.

Resident shall not use common area utilities (such as water or electricity) for the Resident's personal use, without prior written permission from the Owner/Agent.

Resident acknowledges that upon taking occupancy that all pilot lights associated with their water heater and furnace were functional and lit. In the event, Resident turns off a pilot light, Owner/Agent shall not responsible for re-lighting it. In addition, Resident is prohibited from lighting pilot lights. Resident should contact PG&E to light their pilot lights and to perform a safety inspection for their gas appliances. This is a free service provided by PG&E. In the event, Resident wishes to have Owner/Agent re-light their pilot light, Resident shall reimburse Owner/Agent for the cost associated with hiring a licensed contractor to perform this service, which is estimated at \$75.

Initial: 



Attention

WATER CONSERVATION

The State Water Resources Control Board's regulation prohibits all Californians from: washing down driveways and sidewalks, watering

outdoor landscapes that cause excess runoff; using a hose to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle; and using potable water in a fountain or decorative water feature, unless the water is recirculated. Many local water boards also have restrictions.

Links to local information and contacts is available at: <http://droughtresponse.acwa.com/agencies>:

1. Resident shall take all steps necessary to ensure that he/she is aware of water use restrictions. Most water agencies have toll-free numbers, email alerts and/or websites that provide this information.
2. Resident shall comply with all state and local water use restrictions. Restrictions can vary from one area to another. Resident is responsible for obtaining information about the restrictions specific to the City or County in which the premises are located.
3. Resident remains responsible for maintaining landscaping, including sufficient watering, consistent with state and local water use restrictions, if required to do so by the Rental/Lease Agreement. Please contact Owner/Agent for more information.
4. Resident is responsible for any fines or other costs occasioned by water usage violations that are the proximate result of the Resident's action. If any such fines or costs are levied against Owner/Agent, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the premises. In the event that Owner/Agent has already paid fines or costs levied against Owner/Agent as of the date Resident is notified of the levy against Owner/Agent, Resident shall, within five (5) days of Owner/Agent's written demand therefore, reimburse Owner/Agent for the entire sum paid. The obligation to pay fines and costs assessed against Owner/Agent may be in addition to any assessed directly against Resident.
5. Resident agrees that Owner/Agent may provide Resident's name and address to the local water agency for the purpose of notifications and enforcement of water use restrictions.
6. Nothing herein is deemed to be authorization of our consent by Owner/Agent to water usage not authorized by the Rental/Lease Agreement.

8. Phone Line Insurance: In the event Resident elects to connect phone service to the premises, Resident shall insure phone lines related to service of the premises. Resident understands that phone line insurance is available through the phone company through which Resident chooses to order phone service, and that said phone line insurance is usually a charge additional to regular monthly phone service. Resident understands and agrees that, in the event Resident, for any reason, does not possess said insurance, Resident will be responsible for any and all expenses arising from future phone line maintenance and/or repairs related to phone lines servicing the premises.

9. Misrepresentation in Resident's Application: Resident(s) have completed an application in connection with securing the Residential Lease Contract. Owner has relied upon the statements set forth in said application in deciding to rent the Leased Premises to Resident(s). It is agreed that, if Owner subsequently discovers any misstatements of fact in the Resident(s) application, any such misstatements shall be deemed a material and incurable breach of this Residential Lease Contract and shall entitle Owner to serve Resident(s) with a three-day notice terminating the tenancy.

10. Breach of Covenant: For any breach of a covenant or condition of this rental agreement, Owner/Agent may, at his option, serve a three-day notice (1) specifying the nature of the breach, and (2) demanding that Resident cure the breach if the breach can be cured. The notice may further declare that, if Resident fails to cure a curable breach within the three-day period or if the breach is not curable, the tenancy is terminated and Resident forfeits all rights under this rental agreement.

11. Waiver. Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising here under shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

Owner's representatives (including management personnel and agents) have no authority to waive or amend this Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Except when notice or demand is required by statute, Residents' waive any notice and demand for performance from Owner if Residents' default. Written notice to or from Owner's agents or representative's managers constitutes notice to or from Owners. All notices must be signed.

12. Occupants: Regular occupants of the Premises shall be restricted to those parties who have signed this agreement and their minor children identified as follows:

Child No. 1: _____ Birth date: _____

Child No. 2: _____ Birth date: Exhibit 1, 6 of 37

Any person who is not listed as a Resident on this agreement, or has been approved by Owner/Agent as a Substitute Resident, is a Guest. A Guest may not stay on the premises for more than 2 consecutive days, or a total of 5 days per month. At the discretion of Owner/Agent, Guest(s) who overstay this limit may be required to go through the application process, and if approved, must sign a Rental/Lease Agreement. Resident is responsible for any violation of this Rental/Lease Agreement by Resident's Guests.

Initial: 



13. **Repairs:** Except in an emergency, maintenance and repair requests must be made in writing or online at www.premiumpd.com and select the Maintenance Tab and delivered to the Owner/Agent promptly but no later than 24 hours of the problem occurring. This includes any defect, damage, dilapidation, significant mold growth, water intrusion, plumbing leaks or drips, heater malfunction, exhaust fan malfunction, electrical problems, malfunctioning lights; broken or missing locks or latches or any other conditions that pose a hazard to property, health, or safety. **Failure to notify Owner/Agent immediately shall be deemed an admission that such condition does not adversely affect the habitability of the premises.** It is vital that any water leaks are notified immediately to Owner/Agent. Owner's written notes on Residents' verbal/oral request do not constitute a written request from Residents. Owner's complying with or responding to any verbal/oral request regarding security or any other matters doesn't waive the strict requirement for written notices under this Agreement.


In the event that extraordinary damage results from a delay in notification to Owner/Agent of repair or maintenance item, Resident will be liable for any injury or damage caused. Such notice shall also be deemed permission to enter the premises to perform such maintenance or repairs in accordance with Civil Code Section 1954 unless otherwise specifically requested, in writing, by Residents. Residents, however, may not place any unreasonable restrictions upon such access or entry. Owner shall not be considered notified of any condition, until and unless the matter is reported in writing. Resident agrees that any such loss shall not constitute a reduction in housing services or otherwise warrant a reduction in rent. Resident agrees to pay for all windows broken in the premises during the course of the tenancy.

Residents agree to immediately reimburse Owner/Agent for any sums incurred to repair the premises or any item, fixture, appliance or appurtenance damages by the misuse or neglect of Residents and/or Residents' invitees or guests. This agreement may not be terminated due to interruption of any service, including necessary repairs beyond the control of the Owner.

In the event Resident needs a copy of a key, Resident agrees to pay Owner/Agent for the time and cost to make a key. Current fees, which may change without notice, are as follows:

- Mailbox Key - \$10
- Laundry Room Key - \$15
- Unit or Garage Key - \$25
- Building "Do No Duplicate" Key - \$100
- High Security Building Key - \$150

In the event, Owner/Agent does not have a spare key, Resident shall be responsible for the cost associated with replacing the lock.

Initial: 



Keys to the premises are the exclusive property of Owner/Agent. All keys must be returned to Owner/Agent when Resident vacates. Resident shall be charged for the cost of new locks and keys if all keys are not returned. In the event that any keys to the premises or the Building are lost or consigned, Resident shall be liable for the entire cost of all key and lock replacement, at the discretion of Owner/Agent, as required for the security of the Premises, the Building and Building occupants. This may include the costs of re-keying the entire Building if Owner/Agent at Owner/Agent's sole discretion, deems such action is necessary. Resident should take care not to lock himself/herself out of the Premises. If Owner/Agent is required to assist any Resident in gaining entry the Premises, Resident may be assessed a charge for the actual costs, including out of pocket expenses, incurred by Owner/Agent and Owner/Agent may require Resident to contract with a professional locksmith.

In order to help ensure that all gas appliances are in working order, are performing properly and are safe, Resident agrees to contact, schedule and meet with PG&E for a free inspection of their gas appliances (Includes heater, stove/oven and/or water

heater, etc.) during the fall of each year and to provide Owner/Agent with a copy of the report, in the event there are any problems uncovered.

Resident agrees that prior to contacting the city's Code Enforcement Agency and requesting a city inspection, Resident shall serve Owner/Agent in writing a list of outstanding repairs and concerns. Resident shall then give Owner/Agent at least 30 days to make those repairs and shall provide access to the Premises, with proper notice. Failure to provide Owner/Agent with the opportunity to resolve repair items prior to requesting an inspection shall result in a charge of \$100 for each inspection as compensation for the time necessary to attend the inspection.

Owner may change or install utility lines or equipment serving the Leased Premises if the work is done reasonably without substantially increasing Residents' utility costs. Owner may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Residents must notify Owner's representative immediately.

14. Entry & Cooperation: California law allows Owner/Agent or their employee(s) to enter the premises for certain purposes during normal business hours, which are 8 am to 6 pm, Monday through Sunday, These include:

- In the case of emergency or upon Court order;
- When Resident has abandoned or surrendered the premises;
- To make necessary or agreed-upon repairs, decorations, alterations, or improvements;
- To supply necessary or agreed-upon services;
- To exhibit the premises to prospective or actual purchasers, lenders, residents, workmen or contractors

If the Premises or the Building is required by any government agency, lender of insurer to undergo repairs or alterations, or in case of other necessary or agreed repairs, Resident agrees to cooperate fully with Owner/Agent so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.


The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Twenty-four (24) hours shall be presumed to be reasonable notice. Resident's noncompliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law. In addition, Resident shall reimburse Owner/Agent for any charges from any vendor, who were refused entry and charged Owner/Agent a "Trip Charge."

If the Premises or the Building is required by any government agency, lender or insurer to undergo repairs or alterations, or in case of other necessary or agreed repairs, Resident agrees to cooperate fully with Owner/Agent so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.

Owner/Agent has the right to enter the Leased Premises if Owner believes an emergency exists. The following service needs constitute a non-exclusive list of potential emergencies:

1. Main drains stopped up (kitchen, bath, shower) causing flooding or back-up
2. Stopped up toilet (one-bathroom premises)
3. Electrical power outage in entire Leased Premises
4. Water leaking from water heater
5. Water leak from plumbing lines, windows, ceilings, or utility rooms causing flooding or damage
6. Exterior flooding from sprinkler systems or pool
7. Water which is running and cannot be shut off
8. Broken window where the Leased Premises is not secure
9. Door locks which will not function and the Leased Premises is not secure
10. Fire (Call 911 first)

Calls made after office hours that are not deemed emergencies may result in a charge to the Resident.

Initial: 



15. Indemnification of Owner/Agent: Resident agrees to indemnify Owner/Agent for any liability arising before termination of this rental agreement for personal injuries or property damage caused by the negligent, willful, or intentional conduct of Resident. This indemnification agreement does not waive Owner/Agent's duty of care to prevent personal injury or property damage when that duty is imposed by law. Residents agree to defend, protect, indemnify, and

hold harmless the Owners and the Owner's agents against and from any and claims, suits, liabilities, judgments, costs, demands, causes of action and expenses, brought by Residents' guests, invitees or any other person in the Leased Premises with Residents' permission. If any action or proceeding is brought against Owner or Owner's agents by reason of any such claim, upon notice from the Owner, Residents shall defend the same at Residents' expense by counsel reasonably satisfactory to the Owner.

16. Sale of Property: In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a 'Resident's Certification of Terms-Estoppel Certification,' or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modification, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.

17. Use of Premises:

A. Noise-Unlawful Activities: Resident and Resident's guest(s) shall not disturb, annoy, endanger or inconvenience neighbors, nor shall violate any criminal or civil law, ordinance, or statute in the use or occupancy of the premises, nor commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law. Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents. Resident is also responsible for compliance with any local noise ordinances.

Furthermore, to help lower the amount of sound transmission between units, Residents of upstairs units with wood floors are required to install at their own expense, upon written request and to the reasonable satisfaction of Owner/Agent, area rugs in the Unit. To minimize the transfer of sound through the building structure, sound speakers shall not be placed directly on the floor or attached directly to any wall without being buffered by some sort of sound wave dampening material.

B. Animal: No animal of any kind may be kept in or about the Premises by Resident or Resident's guests without the written permission of the Owner/Agent. Owner/Agent's consent regarding any Animal(s) is limited to the specific Animals agreed to in writing. Furthermore, Owner/Agent's consent is conditioned upon the good behavior of the Animal(s) and may be revoked at any time upon (5) days' notice. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting" shall be deemed a material and incurable breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. Dogs shall not be permitted to bark so as to annoy other Residents. If Owner/Agent receives any complaint about a barking dog belonging to Resident, Owner/Agent may require Resident to use an electric bark collar on the dog, at Resident's expense. Also, at Owner/Agent's option at any time during the term of this Agreement, Owner/Agent may require Resident, at Resident's expense, to obtain and maintain liability insurance to insure against any loss or damage caused by Resident's dog. Such insurance shall name Owner/Agent as an additional insured and such insurance shall be in amounts and in form acceptable to Owner/Agent. Resident agrees to keep all authorized animals on the premises restrained or leashed at all times, and clean and odorless at all times. In the event resident violates this provision or any other pet agreements or policies, Owner/Agent may terminate the Resident's right to keep an animal. If Owner/Agent exercises this option, all other aspects of the Rental Agreement shall remain in force.

In the event, it is deemed that a Resident or Resident's Guest had an unauthorized pet visit or reside in the premises, Resident shall be assessed a \$100 per day charge.

In the event, Owner/Agent shall provide Resident with permission to have a pet in the future, Resident should expect that the monthly rent and security deposit to increase. Owner/Agent may unreasonably withhold approval of a future pet.

Initial: 



C. No Alterations: No change of locks, installation of arials, lighting fixtures or other equipment, use of nails, screws or fastening devices on walls, ceiling woodwork, painting, staining, varnishing, or alteration or redecoration of the Premises shall be made without prior written authorization of Owner/Agent or his agent. All parties agree that Owner/Agent shall, at all times, have a copy of any and all keys related to Residents occupation of the premises under this Agreement. **In the event Resident wishes to install Washer & Dryer units to existing laundry hook-ups, Resident agrees to use a licensed contractor to perform the installation.**

Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanic's lien recordation or proceeding caused by Resident.

Alterations that affect the outward appearance at the Community, such as installing personal window coverings, foil on windows, towels, blankets or clothing draped over balconies or partitions, are not permitted. Signs or advertising materials will not be permitted to be posted. No foil, sign advertisements, poster, or similar display, shall be affixed to any door, window or exterior wall, that may be visible from the outside of the building by other residents. Flags may be displayed within the rentable space of the Leased Premises. Flags cannot hang over the side of patios, balconies or be attached to the exterior walls of the building, unless otherwise allowed by law.

D. Residential Use & Primary Residency: The Premises shall be used as a dwelling for residential purposes only and for no other reason. No retail, commercial, or professional use of the premises shall be made. To the extent allowed by law, any use other than residential shall be seen as a violation of this agreement and grounds for an eviction action.

Resident shall notify Owner/Agent immediately in writing in the event the premises no longer serve as Resident's primary residence. This provision is binding on all successors and assignees. Primary residence, among other things, is defined as that dwelling place where the person actually resides a majority of the time. It is understood by the parties that under current state law, Owner/Agent can increase the rent to market on units subject to rent control when the last original Resident vacates. Accordingly, upon receiving 10 days written notice from Owner/Agent, Resident shall produce for inspection and photocopying any or all of the following, as required by Owner/Agent, to demonstrate his/her residence and to establish whether the Resident is still utilizing the Premises as a principal residence: A driver's license, a California identification card, a college identification card, any identification card issued by an employer, a voter's registration card, utility bills, any document from the Internal Revenue Service showing Resident's address.

Occupancy by anyone other than or in addition to the above persons, except as a guest, shall be considered a breach of this agreement. Resident shall notify Owner/Agent within 24 hours when a current roommate vacates.

Any roommates wishing to live in the unit including adult children who may have previously lived in the unit after the original parties to the lease have moved out or no long use the premises as their primary residence must apply for tenancy and are subject to the Costa Hawkins (vacancy decontrol) rent increase.

E. Parking: Parking, if included in this Agreement, for automobiles, motorcycles, bicycles, and other vehicles owned by a Resident and registered with the Owner/Agent may be parked at the discretion of the Owner/Agent only in the space assigned. Bicycles are not allowed in the apartment or in common areas, except those areas designated by Owner/Agent, if available. Bicycles may not be parked in the entryway of the building. No guest parking of bikes, motorcycles, cars or other vehicles is permitted on the premises. Absolutely no automotive cleaning, washing, maintenance or repair work of any kind shall be permitted in or about the parking space. Any vehicles parked in the subject property garage must have valid current state registration and insurance at all times, be fully operational, and be parked only in the any approved space. If Resident received a radio transmitter, a charge of \$100 will be made if the transmitter is not returned at the termination of this Agreement. If the parking area utilizes electronic steel gates, no guarantees of security should be implied and Resident shall use the garage at their own risk. Resident agrees to drive no faster the 5 MPH within the garage and driveway. Owner/Agent reserves the right to change the parking space to another space in the parking lot at any time. Any vehicle that is not duly registered, non-operational, parked in an unauthorized area, in a parking space rent by another resident, blocking access of egress of any other vehicle may be towed from the property with no further notice required. All costs associated with the towing of vehicles are the responsibility of the vehicle owner.

Initial: 



F. Storage: Resident agrees to keep personal property inside Resident's unit, unless Owner/Agent has expressly agreed otherwise in writing. Resident agrees to not store personal property outside of the Resident's unit, including balconies, decks, backyard, walkways, stairwells, and hallways. Resident shall refrain from storing gasoline, cleaning solvent or other flammable liquids in the unit.

Residents shall only furnish balconies and decks with **outdoor** patio furniture. Owner/Agent shall have discretion as to what may be placed on the balcony and upon written request, require Resident to remove items that Owner/Agent deems unsafe or unattractive. In the event Resident doesn't remove items within 3 days of request, Owner/Agent may haul items away at Resident's expense


If the subject premises contain storage lockers for Resident use, Resident agrees not to store any personal property in the storage area valued in excess of \$100. Resident shall supply their own lock and be responsible for the proper function and performance of same. Owner/Agent does not warrant security or assume any liability for lost, stolen or damaged goods.

G. Property Damage: Resident shall refrain from negligent or willful destruction, damage or defacing of any part of the Premises or facilities or appurtenances thereto. Resident shall promptly repair any damage to the unit, or other residence, general Premises, contents, furnishings and equipment thereof which may be caused by Resident, his/her guests or occupants.

H. Care, Cleaning, Refuse & Recycling: Resident agrees to keep the premises as clean and sanitary as their condition permits and to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner and to make every attempt to recycle when possible. Resident agrees to not leave trash or unwanted items outside the apartment, including the hallways, yard, and sidewalk. In the event, items are left outside, Owner/Agent shall haul items, without warning and assess a fee of \$75 per item. Resident shall ensure that large boxes are broken apart before being placed in trash containers. Owner/Agent shall un-flattened boxes and assess a fee of \$50 per box.

Resident agrees to not overfill the trash receptacle with more than their share (1/# of Units) of weekly usage, especially during move-in and move-out. Resident shall be responsible, at Resident's expense, for hauling to the dump excess trash and those items too large to fit in the trash containers. Resident shall not dispose of any flammable liquids, rags or other items soaked with flammable liquids or any other hazardous material in trash containers or bins.

Resident shall make every reasonable effort to recycle their discarded items and to utilize the recycling receptacles provided at the Premises in order to reduce the amount of refuse and garbage taken to the landfill.

Initial: 



Resident shall properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits and to keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition; that all rooms on the premises and all appliances and fixtures on the premises must be able to be used for their intended purpose(s).

Resident shall not willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto or to permit any person on the premises, to do any such thing.

Resident shall to occupy the premises as a residence, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such purposes.

Resident shall keep doors and windows and access to them unobstructed and to not block them with personal items or otherwise, and to maintain clear pathways into and through each room on the premises. Resident must not otherwise maintain the unit in a manner that prevents necessary access through each room and to all doors and windows, inhibits necessary airflow, acts as a potential haven for pests and mold growth, creates a fire hazard, or prevents rooms from being used for their intended purposes. Furthermore, Resident agrees that at all times, all personal property shall be located a safe distance of at least two feet around all combustion appliances (even if they aren't on) and will ensure that all bedroom egress and paths of travel from all areas in the apartment to the exits and to the bathroom are maintained clear and unobstructed with at least a 4-foot-wide pathway or to the maximum width of the hallways. Furthermore, boxes shall not be stacked more than five feet off the ground. In addition, all windows must be accessible for ventilation and/or egress.

I. Prohibitions: Without Owner/Agent's prior written permission as an addendum to this Agreement, no pianos or other musical instruments, aquariums of over 15 gallons, waterbeds, outside antennae, charcoal burners or other open flame cooking devises, or liquefied petroleum gas fueled cooking devices ("Grills") shall be used, kept or allowed in or about the premises.

Resident shall not engage in any of the actions or conduct related to marijuana, that are otherwise permitted under Health

and Safety Code 11362.1, on the premises.

Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window ledge or balcony. No clotheslines or drying racks may be used in outdoor areas, balconies, patios, etc. without the Owner/Agent's prior written permission. Plants and other items may not be placed on balcony railings or ledges, unless Owner/Agent has expressly agreed otherwise in writing in an addendum to this Agreement.

Resident shall not move or remove any large appliances provided by Owner/Agent without prior written consent of the Owner/Agent. Resident shall not install or operate any additional refrigerators, freezers, washing machines, clothes dryers, portable dishwashers, air conditioners or other large appliances not provided by the owner, without prior written consent of the Owner/Agent.

J. Fire Escapes & Window Security Bars: Use of the fire escapes (side walkways and gates) by Residents and/or guests is limited to emergency egress only. No other use is permitted, including but not limited to the placement of personal property. Resident has been instructed in the use and maintenance of the window security bar release mechanism, if installed.

K. Fires, Barbecues & Cooking: Premises is equipped with an oven and a broiler to prepare food. Open fires, gas and charcoal grills or barbecues are not permitted in the apartment, on balconies, decks, or anywhere else on the premises, unless specifically indicated in writing by Owner/Agent. The Resident is responsible for damage caused by him/her, by fire, grease, or otherwise, to decks, protective coatings, etc., anywhere on the premises.

Fireplaces, irrespective if they are operable shall not be used as they are not good for the environment and send particulates into the atmosphere that can affect neighbors, especially those with repertory issues. Fireplaces should be used for decorative purposes only.

In Process

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L. Landscaping: Resident is responsible for the upkeep of their private yard and the maintenance of the landscaping, including watering, mowing, weeding and clipping, unless otherwise specified in writing. Resident shall promptly advise Owner/Agent of any problems with the landscaping, including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing foliage and insufficient irrigation or leaks. Resident may not delegate the responsibilities of this paragraph to any person, including a contractor or other landscaping professional. Resident may not alter any existing landscaping.

However, Resident may engage in personal agriculture, as allowed in Civil Code Section 1940.10 at the premises, subject to limitations.

1. Personal agriculture is the cultivation of edible plant crops for personal use or donation, in portable containers approved by Owner/Agent, in the Resident's private area, which is an outdoor backyard area that is on the ground level of a single-family home or duplex.
2. "Plant crop" means any crop in its raw or natural state, which comes from a plant that will bear edible fruits or vegetables. It shall not include marijuana, as well as any unlawful crops or substances.
3. Owner/Agent must approve in writing the quantity, size and types of containers.
4. The Resident regularly removes any dead plant material and weeds, with the exception of straw, mulch, compost, and any other organic materials intended to encourage vegetation and retention of moisture in soil, unless the Owner/Agent and Resident have a preexisting or separate agreement regarding garden maintenance where the Resident is not responsible for removing or maintaining plant crop and weeds.
5. The plant crop will not interfere with the maintenance of the rental property.
6. The placement and location of the portable containers may be determined by the Owner/Agent. The placement of the portable containers does not interfere with any Resident's parking spot. The portable containers may not create a health and safety hazard, block doorways, or interfere with walkways or utility services or equipment
7. The cultivation of plant crops on the rental property other than that which is contained in portable containers is not allowed without separate written permission from Owner/Agent.
8. The Resident is prohibited from using of synthetic chemical herbicides, pesticides, fungicides, rodenticides, insecticides, or any other synthetic chemical product commonly used in the growing of plant crops, except as specified below:
9. Owner/Agent may require Resident to enter into a written agreement with Owner/Agent regarding the payment of any excess water and waste collection bills arising from the Resident's personal agriculture activities.

An Owner/Agent has a right to periodically inspect any area where the Resident is engaging in personal agriculture to ensure compliance with this section.

All plants shall be placed in waterproof containers on stands with legs at least eight inches long. Plants not in compliance will be removed by the Owner/Agent or his agents.

18. Plumbing: Drains and waste pipes are acknowledged to have been clear at commencement of this agreement unless reported otherwise in writing to Owner/Agent within one week therefrom. The cost of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Resident shall reimburse Owner/Agent for these costs on demand.

19. Abandonment: Resident agrees to occupy the Premises continuously and that any unexplained absence from the Premises during the term of this agreement and any extensions for the length of time set forth in the Laws of California shall constitute abandonment of the Premises. Any personal property left on the Premises abandoned may be disposed of by Owner/Agent in the manner set forth in laws of California. Residents should advise Owner of any planned absence for an extended period of time.


20. Prohibition Against Assignment or Subletting: Resident shall not assign, transfer, mortgage, or hypothecate the Rental Agreement in whole or in part or any interest therein, nor shall Resident sublease or sublet the premises or any part or portion thereof, either voluntarily or by operation of law. In the event Resident shall attempt to assign, transfer, mortgage, or hypothecate this Agreement or any interest therein, or in the event Resident shall sublet the whole or any part of the premises without the prior consent of Owner/Agent, then, at the option of the Owner/Agent, this Agreement shall immediately terminate. If Owner/Agent should consent to one assignment or subletting, such consent shall not be deemed a consent to any subsequent assignment or subletting. The acceptance of rent by Owner/Agent from Resident or any other person or entity after a purported assignment or subletting shall not be deemed a waiver by Owner/Agent of any provision herein.

Resident is prohibited from offering all or part of the premises for short-term rental, such as through AirBNB, VRBO or other such sites. Any person who is not an Occupant or Resident, who occupies any portion of the dwelling unit, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is not a Guest. This constitutes attempted subletting or assignment under this Agreement. Furthermore, any rent collected for these prohibited purposes will be due and payable to Owner/Agent as additional rent.

21. Postponed Delivery of Possession: If, for any reason, Owner/Agent is unable to deliver possession of the premises on the commencement date, Owner shall not be subject to any liability, nor shall the validity of this Agreement be affected nor the term of this agreement extended. Under such circumstances, the rent hereunder shall not commence until the possession of the premises is delivered, provided, however that in the event possession of the premises is not delivered by Owner/Agent within thirty (30) days following the commencement date, then at any time after the thirty (30) day period and prior to tender by the Owner of possession, Resident may terminate this Agreement by written notice to Owner/Agent, and thereupon all rights and obligations hereunder of both parties shall cease. Furthermore, Resident's damages will be limited to a return of the security deposit, any holding or other deposits and any advance payment of rent.

22. Consent of Owner: Wherever in this Agreement Owner/Agent is expressly required to give consent or approval, such consent or approval may be given or withheld in the sole and absolute discretion of Owner unless otherwise expressly stated. In no event shall Owner be responsible in monetary damages for such failure to give consent unless said consent is withheld maliciously or in bad faith.

23. Renewal or Termination:

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A. No Automatic Renewal: Upon expiration of the Term, this Agreement will **NOT** automatically be renewed, nor will tenancy become month to month. **No later than 90 days prior to the expiration of the Term of the Agreement, Resident must express in writing their desire to extend the Term for an additional year or a term agreeable by Owner/Agent and Owner/Agent shall provide a Lease Extension for both parties to execute.** In the event a unit is initially rented during the 'Off-season', outside the months of the June through August, it is Owner/Agent's normal business practice to make the initial term of the lease less than a year as to expire between May 31st and July 31st, the 'Leasing Season.' Although in such cases, the initial term may have been for less than a year, Owner/Agent shall

require a minimum of a one-year extension in order for Resident to remain beyond the initial term. In the event that Owner/Agent and Resident fail to execute a Lease Extension, Resident shall vacate the premises by the Expiration Date of this agreement. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to **twice** the current market value of the unit, divided by thirty.


B. Termination Procedures: Upon termination, (1) Resident shall completely vacate the Premises, including any storage or other areas of the general Premises that he may be occupying; (2) Resident shall also deliver all keys listed on the inventory and all personal property furnished for Resident's use during the term of this agreement, whether or not listed on the inventory, to Owner/Agent in good, clean and sanitary condition, reasonable wear and tear expected; (3) Before departure, Resident shall leave his/her forwarding address so that Owner/Agent may make any notification and/or refund as required by law, namely Section 1950.5 of the California Civil Code.

24. Security: Owner/Agent makes no representations or guarantees to Residents concerning of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented.

All such systems subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of Residents and their property as if such systems and deterrents did not exist.

Owner/Agent has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has run a criminal background check on applicants. Residents should not rely on the fact that Owner/Agent may have run a criminal background check on Residents or any other applicant when deciding whether to enter into this agreement. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the premises. Owner/Agent has not made and does not make any representations as to the background of any existing or future Resident and Owner/Agent is under no obligation to run background checks on any existing Resident or future applicant.

Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report upon request.

Initial: 



25. Resident Property Damage: Residents shall bear the risk of loss any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas, or anywhere on the premises. Residents agree not to hold Owner, his/her agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquakes, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law). Residents understand and agree that Residents, his/her or invitees or guests are not beneficiaries of any insurance policies held by the Owner or the Owner's agents. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement. Owner/Agent strongly recommends that Resident consults with an insurance agent to obtain appropriate coverage. This provision does not excuse Owner/Agent from providing habitable Premises (i.e. adequate roof, etc.). Pursuant to Government Code Section 8589.45, Resident may obtain information about hazards, including flood hazards, that may affect the property from the Internet Web site of the Office of Emergency Services at <http://myhazards.caloes.ca.gov/>. Owner/Agent's insurance does not cover the loss of Resident's personal possessions from loss due to fire, flood, or other risk of loss. Owner/Agent is not required to provide additional information concerning the flood hazards to the property and the information provided pursuant to this section is deemed adequate to inform Resident.

Owner/Agent is not responsible for the delivery, acceptance or receipt of, damage to or loss of messages, packages, mail or other material left at entrances to the premises or elsewhere on the premises. Residents shall remove packages from the common area as soon as possible. Any packages left for over a week shall be discarded. Resident shall notify police of any missing packages.

26. Damage to Premises and Financial Responsibility: In the event the premises are damaged by fire or other casualty covered by insurance, Owner shall have the option either to: (a) repair such damage and restore the premises, this Agreement continuing in full force and effect; or (b) give notice to Residents at any time within thirty (30) days after such damage terminating this Agreement as of a date to be specified in such notice. In the event of the giving of such notice, this Agreement shall expire and all rights of Residents pursuant to this Agreement shall terminate. Owner shall not be required to make any repairs or replacements of any property brought onto the premises by Residents. Residents agree to accept financial responsibility for any damage to the premises from fire or casualty caused by Residents or any of Residents' guests or invitees. Residents shall carry a standard renter's insurance policy from a recognized insurance firm or, as an alternative, warrants that they will be financially responsible for losses not covered by Owner' fire and extended coverage insurance policy. Residents will take all precautions to protect the building during moving. Repairs for damage to carpets, walls, elevators, doors, or any other part of the building will be paid by the Resident within 30 days of receipt of invoice. Residents will also be responsible for damages caused by persons moving items on their behalf, such as movers or delivery people.

Resident understands that the Premises is located in a seismically active area of California and there are several earthquake faults within 20 miles of this apartment building including the San Andreas, Hayward, Concord and Calaveras; that the Premises is several years old and building codes relating to earthquake resistance have changed since the construction of this structure; and even structures engineered to current codes can sustain serious damage resulting in injury or death to occupants and destruction of personal property if there is ground failure under the building. Therefore, the Resident assumes the risk of occupying a unit in a seismically active area and will hold the Owner/Agent harmless from displacement from the unit, injury or death, and destruction of personal property from an earthquake even if the Owner/Agent could have taken steps to lessen the extent of damage or injury. In the event that the Premises becomes uninhabitable because of earthquake damage, all unused rent and deposits will be refunded to the Resident.

27. Breach of Lease: In the event that Resident breaches this Lease Agreement, Owner/Agent shall be allowed at Owner/Agent's discretion, but not by way of limitation, to exercise any or all remedies provided Owner/Agent by California Civil Code Section 1951.2 and 1951.4. Damages Owner/Agent "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.

Surrender, abandonment, or judicial eviction ends Residents' right of possession for all purposes and gives Owner the immediate right to: clean up, make repairs in, and re-let the Leased Premises; determine any security deposit deductions; and remove property left in the Leased Premises. Surrender, abandonment, and judicial eviction affect Residents' rights to property left in the Leased Premises, but do not affect Owner's mitigation obligation.

28. Attorney Fees and Costs: In a judicial action arising out of this agreement, the prevailing party shall be entitled to its costs including reasonable attorney's fees. However, in no case shall the attorney's fees exceed the sum of fifteen hundred dollars (\$1,500), plus court costs.

29. Fines and Penalties: Resident is responsible for any fines or other costs occasioned by violations of the law by Resident or Resident's guests on the premises or property while Resident is in possession. If any such fines or costs are levied against Owner/Agent, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the premises, upon receipt of an invoice from Owner/Agent. The obligation to pay fines and costs assessed against Owner/Agent may be in addition to any assessed directly against Resident.

30. Credit Reports & Authorization to Provide a Reference: A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter. Resident requests that Owner/Agent provide rental history including but not limited to payment history, care taken of the unit, and consideration offered to other Resident to future landlords, lenders or others and hold Owner/agent harmless for any miss information, factual errors or other inaccuracies provided by Owner/Agent

Initial: 



31. Disclosure Rights: If someone who Owner reasonably believes is an authorized representative of any government law enforcement agency or a business affiliate requests information on Residents or Residents' rental

history for enforcement, governmental, or business purposes, Owner may provide it.

32. Severability Clause: If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

33. Credit Reports & Authorization to Provide a Reference: This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

34. Notices: Any notice that gives to Resident(s) shall be deemed properly served (whether or not actually received by Resident(s)) if served in the manner prescribed in Code of Civil Procedure Section 1162. Except as prohibited by law, if Owner fails to serve the notice in accordance with the provisions of Code of Procedure section 1162, but Resident(s) actually receive the notice, the actual receipt shall be deemed to cure any defects in the manner of service and the notice shall be deemed properly and personally served. Service upon any of the Resident(s) of the Premises shall be deemed valid service upon all Resident(s) - it is not necessary individually to serve each Resident unless otherwise required by law.

35. Disclosure of Person(s) Authorized to Manage the Premises and Information for Service of Process and Notices: The following information is provided as required by California Civil Code Section 1962.

A. Service of Process and Notices. Notices, demands, and service of process shall be delivered to the following person, who is the Owner/Agent for services and notices:

Attn: Owner/Agent Phone: (510) 594-0794
At: Premium Properties, 6522 Telegraph Avenue, Oakland, CA 94609

36. Communication & Text Messages: The parties agree that by voluntarily providing your cell phone number to Premium Properties, you agree that Premium Properties may contact you by telephone, text (SMS), or multimedia (MMS) messages at that phone number, and you hereby consent to receiving such communications for transactional, operational, or informational purposes. Resident understands that such messages may be sent using an automatic telephone dialing system. You may request to stop receiving text messages from Premium Properties at any time. To revoke your consent to receiving SMS or MMS messages from Premium Properties, please send a request in writing or email to admin@premiumpd.com. If you change or deactivate the phone number you provided to Premium Properties, you must update your contact information and the phone number(s) attached to your contact and lease. Standard data and message rates may apply for SMS and MMS alerts, whether you send or receive such messages. Please contact your mobile carrier for details.

37. Electronic Signatures: The parties agree that they may enter into this transaction by electronic means; although, traditional hard copies with ink signatures may be used instead at Owner's option or if required by law. Residents agree and acknowledge that if Residents are entering into this transaction with Owner by electronic means, doing so is not conditioned on Residents' agreement to conduct the leasing transaction electronically.

I hereby acknowledge that I have read and understand the foregoing Rental Agreement and that I agree to comply with its terms.

DocuSigned by:
Finn Walsh
87B5F7EF3F38452...

Finn Walsh

Apr-15-2019 | 5:46:42

Signature - Resident

Print Name

Date

DocuSigned by:
Jack Ronan
7A260F9E48644C4...

Jack Ronan

Apr-15-2019 | 4:56:21

Signature - Resident

Print Name

Date

Signature - Resident

Print Name

Signature - Resident	Print Name	Date
Signature - Resident	Print Name	Date
Signature - Resident	Print Name	Date
Signature - Resident	Print Name	Date
Signature - Resident	Print Name	Date
Signature - Owner/Agent	Print Name	Date



In Process

Notice of Tenant Protection Ordinance

In March 2017, the City Council adopted the Tenant Protection Ordinance, to prohibit illegal evictions through the use of fraudulent and/or misleading representations, intimidating conduct, and coercive conduct.

Among other things, the Tenant Protection Ordinance prohibits conduct that may coerce a tenant to vacate a rental unit involuntarily. The following is only a summary of the illegal conduct; for a complete list, you are advised to review the attached copy of the Tenant Protection Ordinance, or review Berkeley Municipal Code 13.79.060.

Landlords must not, in bad faith, engage in any of the following conduct:

- Lies, threats, or use of violence to induce a Tenant to move.
- Threats regarding immigration status.
- Disruption of services to the rental unit.
- Interference with the right of privacy, including inquiries about immigration status.
- Abuse of the right of access to the rental unit.
- Exploitation of disabilities or other traits of the Tenant.
- Failure to perform and complete repairs in a timely and professional manner.
- Threats not to perform repairs and maintenance.
- Failure to accept or acknowledge receipt of a Tenant's rent, or to promptly deposit the rent, or to refuse to provide a receipt.
- Violations of the Tenant Buyout Ordinance (B.M.C.13.79.050)
- Engagement of any Tenant in any form of human trafficking as a condition of that Tenant's continued occupancy of a Rental Unit.

Note: A tenant aggrieved by violations of the Tenant Protection Ordinance may bring a civil action in court against the landlord. Violators may be held liable for damages (including emotional distress, and an additional penalty of up to \$5,000 for each violation against any person who is disabled or age sixty-five or over), court costs, and attorney's fees. For violations related to repairs, Tenants must first provide fifteen days' notice of the violations (see B.M.C. 13.79.060.E.2).

The City, or the Rent Board at the City's behest, may also file a civil action to enforce the Tenant Protection Ordinance.

If you are experiencing any of the conduct detailed above, you may contact the Rent Board for more information, at (510) 981-7368 or rent@cityofberkeley.info.

This disclosure notice is required to be provided at the inception of any tenancy beginning after April 2017, and must be included with any eviction notice. Failure to include this notice is a defense to unlawful detainer (eviction).

2125 Milvia Street, Berkeley, California 94704
TEL: (510) 981-7368 (981-RENT) TDD: (510)981-6903 FAX: (510)981-4910
E-MAIL: rent@cityofberkeley.info INTERNET: www.cityofberkeley.info/rent

In Process



Important Addendums

Please Read Carefully & Initial Where Indicated

This document is dated 04/15/2019 and is an Addendum and is part of the Rental/Lease Agreement, dated between Premium Property Management & Development dba Premium Properties, Owner/Agent and Finn Walsh and Jack Ronan, for the premises located at 2137 Haste St , , Berkeley, CA 94704-2018.

I. LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS


Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing Owner/Agents must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must actually receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec.1018(c))**

Owner/Agent's Disclosure: I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

NONE

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment have been provided to Resident: *Resident's Acknowledgement:* I (we) have received copies of all information listed above, as well as the pamphlets *Protect Your Family from Lead in Your Home & Renovate Right*.

AGENT's Acknowledgement: Agent has informed the Owner of his/her obligations under 42 U.S.C. 4852d, the Agent is aware of his/her responsibility to ensure compliance.

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II. ASBESTOS ADDENDUM

X This property **may** contain asbestos.

OR

This property contains asbestos. This hazardous substance is contained in some of the original building materials and in some of the products and materials used to maintain the property. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances.

1. Resident or the Resident's guest(s), employees and contractors shall not take or permit any action which in any way damages or disturbs the Premises or any part thereof, including, but not limited to:
 - i. piercing the surface of the ceiling by drilling or any other method;

- ii. hanging plants, mobiles, or other objects from the ceiling;
- iii. attaching any fixtures to the ceiling;
- iv. allowing any objects to come in contact with the ceiling;
- v. permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling;
- vi. Painting, cleaning or undertaking any repairs of any portion of the ceiling;
- vii. Replacing light fixtures;
- viii. Undertaking any activity which results in building vibration that may cause damage to the ceiling.

2. Resident shall notify Owner/Agent immediately in writing (i) if there is any damage to or deterioration of the ceiling in the Premises or any portion thereof, including, without limitation, flaking, loose, cracking, hanging, or dislodged material, water, leaks, or stains in the ceiling, or (ii) upon the occurrence of any of the events described in Paragraph 1 above.

III. CALIFORNIA'S PROPOSITION 65 WARNING

California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause cancer, and /or birth defects or other reproductive harm. These types of chemicals are found within this establishment. This flyer provides you with information on what chemicals are present and what your exposures to them might be.

WARNING! This facility Contains Chemicals Known to the State of California To Cause Cancer and/or Birth Defects Or Other Reproductive Harm.

Second Hand Tobacco Smoke and Tobacco Products. Tobacco products and tobacco smoke and its by-products contain many chemicals that are known to the State of California to cause cancer, and birth defects or other reproductive harm. Smoking is permitted in certain common and private areas.

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Furnishings, Hardware, and Electrical Components. Room furnishings and building materials contain formaldehyde, which is known to the State of California to cause cancer. Furniture, foams, brass keys, electrical power cords, carpeting, carpet padding, wall coverings, wood surfaces, and vinyl, contain a number of chemicals, including lead, and formaldehyde, known to cause cancer, and/or birth defects or other reproductive harm. Their presence in these materials can lead to exposures. Certain molds that may be present contain chemicals, including sterigmatocystin, known to the State of California to cause cancer.

Combustion Sources. Combustion sources such as gas stoves, fireplaces and barbeques contain or produce a large number of chemicals, including acetaldehyde, benzene and carbon monoxide, known to the State of California to cause cancer, and/or birth defects or other reproductive harm which are found in the air of this complex. Any time organic matter such as gas, charcoal or wood is burned, Proposition 65-listed chemicals are released into the air.

Construction and Maintenance Material. Construction and maintenance materials contain Proposition 65-listed chemicals, such as roofing materials manufactured with vinyl chloride monomer, benzene and ceramic fibers, which are known to cause cancer, or birth defects or other reproductive harm. Construction materials used in walls, floors ceilings and outside cladding contain chemicals, such as formaldehyde resin, asbestos, arsenic, cadmium and creosote, which are released as gases or vapors during normal degradation or deterioration, and as dust or particulate when disturbed during repairs, maintenance or renovation, all of which can lead to exposures.

Certain Products Used In Cleaning and Related Activities. Certain cleaning products used for special cleaning purposes such as graffiti removal and spot and stain lifters contain chlorinated solvents including perchloroethylene and urinal odor cakes contain paradichlorobenzene which are Proposition 65-listed chemicals known to cause cancer or birth defects or other reproductive harm.

Paint and Painted Surfaces. Certain paints and painted surfaces contain chemicals, such as lead and crystalline silica, that are known to the State of California to cause cancer, and/or birth defects or other reproductive harm. Lead-based paint chips may be ingested and crystalline silica may be released into the air and lead to exposures.

Engine Related Exposures. The operation and maintenance of engines, including automobiles, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engines are associated with this residential rental

facility. Motor vehicle rental fuels and engine exhaust contain many Proposition 65-listed chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust, which are known to the State to cause cancer, and/or birth defects or other reproductive harm. In parking structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.

Pest Control and Landscaping. Pest control and landscaping products used to control insects and weeds contain resmethrin, mycobutoni, triforine and arsenic trioxide which are known to the State to cause cancer and/or girth defects or other reproductive harm.

Sources of Chemical Exposures. California's Proposition 65 has identified hundreds of chemicals known to the State of California to cause cancer, and/or birth defects or other reproductive harm. The law and/or birth defects or other reproductive harm. The law requires that businesses with 10 or more employees warn you prior to knowingly and intentionally exposing you to any of these chemicals when the exposure is over a certain level. While many exposures are associated with industrial activities and chemicals, everyday items and even the air we breathe routinely contain many of these chemicals. This brochure provides warning and information regarding exposures to these chemicals that occur in this facility. In many instances, we do not have information specific to this facility. Instead we have relied upon experts in this field to tell us where and to which chemicals these exposures might occur. for other exposures to listed chemicals, enough is known to identify specific areas of exposure.

The regulations implementing Proposition 65 offer warnings for various circumstances. Some of those warnings you may see in this residential rental property include the following:

- **General ' Warning:** This Facility Contains Chemicals Known to the State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.
- **Foods and Beverages ' Warning:** Chemicals Known To The State of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm May Be Present In Foods Or Beverages Sold Or Served Here.
- **Alcohol ' Warning:** Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer Risk, And, During Pregnancy, Can Cause Birth Defects.

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IV. MOLD NOTIFICATION ADDENDUM

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or 'sweating' pipes.
3. Resident agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner/Agent to enter the unit it inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)

10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to keep their beds and mattress at least 3-4 inches off of the floor and away from the wall and to not over fill closets.
12. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

TIPS TO PREVENT MOLD, MILDEW & FUNGI IN YOUR HOME

Mold cleanup is usually considered one of the housekeeping tasks of the private citizen along with reporting to the building owner any roof and plumbing issues.

Mold can become a problem in your home if there is moisture available to allow it to thrive and multiply.

The following sources of indoor moisture may cause problems.

- i. Shower/bath moisture
- ii. Window condensation
- iii. Watering House plants and cooking
- iv. Wet clothes in indoor drying lines

There are several ways in which your help can prevent this in the future. The following list may be used as a guide:

A. Remove Excess Moisture and Circulate the Air

1. Wipe down and dry condensation from interior of windows and windowsills; wash and dry towels immediately.
2. Run the unit heater to dry the area or run additional space heaters in the high problem area
3. Use portable fans to circulate the air and dehumidifiers dry the moisture
4. Keep the bathroom window open to circulate the air and multiple windows open for cross ventilation
5. Run the bathroom fan for 1-2 hours after use, wipe down bathroom walls and shower doors immediately after bathing; allow towels to air out. Wash and dry towels often.
6. Move items away from the wall, mold can grow around and under the bed when it is against the wall and/or on the floor and air cannot circulate to dry the moisture.

B. Keep Things Clean

1. Dampen moldy materials before removal to minimize the number of airborne mold spores.
2. Frequently clean the tub and shower walls cleaning them with a cleaner such as Tilex Mold & Mildew Remover or similar product.
3. Mold can be removed from hard surfaces such as hard plastic, glass, metal and counter tops by scrubbing with a non-ammonia soap or detergent. (Do not mix ammonia and bleach; the fumes are toxic.)
4. After the mold is removed, disinfect the area using a bleach and water solution or another disinfectant. The amount of bleach recommended per gallon of water varies considerably. A clean surface requires less bleach than a dirty surface. A solution of 1/4 cup to 1/2 cup bleach to 1 gallon of water should be adequate for clean surfaces.
5. The surface must remain wet for about 15 minutes to allow the solution to disinfect. Concentrations as high as one and a half cups of bleach per gallon of water are recommended for wood and concrete surfaces that could not be thoroughly cleaned. Provide adequate ventilation during disinfecting and wear rubber gloves.
6. Take steps to protect your health during mold removal. Use a mask or respirator that will filter out mold spores. Usually it will be designated as an N95, 3M #1860 or TC-21C particulate respirator. Wear eye protection, rubber gloves and clothing that can be immediately laundered.
7. Finally, rinse the entire area with clean water, and then rapidly dry the surfaces. Use fans and dehumidifiers or natural ventilation that exchanges inside air with outside air.

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V. BED BUG PREVENTION

California is experiencing an increased level of bed bug infestations in rental properties. It is our goal to maintain the

highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary.

1. Previous Infestations

- A Resident shall not bring onto a property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests.

2. Prompt Reporting

- **If you find or suspect a bed bug infestation, please notify Owner/Agent in writing as soon as possible**, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- **Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.

3. Information about Bed Bugs

- **Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.
- **Bed bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- **Common signs and symptoms** of a possible bed bug infestation:
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association.
 - <http://www2.epa.gov/bedbugs>
 - <http://www.pestworld.org/all-things-bed-bugs/>

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4. Cooperation with Pest Control

- Residents shall cooperate with the inspection including allowing entry to inspect any unit selected by the pest control operator until bed bugs have been eliminated and providing *to the pest control operator information that is necessary* to facilitate the detection **and treatment** of bed bugs
- Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for Resident preparation of the unit and a pretreatment checklist with information provided by the pest control operator.
- The Resident shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- If the pest control operator determines that it is necessary for an Owner/Agent or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material.
- Bags shall be furnished as needed to Residents by the property owner or pest control operator. All bags shall be

clearly labeled as being infested with bed bugs prior to disposal.


- Residents who are not able to fulfill their unit preparation responsibilities shall notify the Owner/Agent at least one business day prior to the scheduled PCO visit for inspection or treatment.

5. Prevention Recommendations

- Resident should **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation.
- **Thoroughly clean after guests have departed**. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. After your guests have departed, inspect bedding, mattresses and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs.
- Resident should **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Check secondhand furniture, beds, and couches for any **signs of bed bug infestation** before bringing them home. Never take discarded items from the curbside.
- Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
- Reduce clutter in your home to reduce hiding places for bed bugs.
- Vacuum frequently to remove successful hitchhikers.
- Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home. (A dryer on high heat can kill bed bugs.)

6. Liability

- Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages and expenses including, but not limited to, attorneys' fees that Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest occupying or using the Premises.

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VI. SMOKE DETECTOR MAINTENANCE

Resident acknowledges that the Premises are equipped with **Battery Operated** smoke detector devices and acknowledges that they were tested and its operation explained by the Owner/Agent in the presence of the Resident at the time of initial occupancy and the detectors were operating properly at that time. Resident shall perform manufacturer's recommended test at least once a week to determine if the smoke detectors are operating properly. **It is Resident's responsibility to ensure that the battery is in operating condition at all times; replace the battery as needed; and if, after replacing the battery, the smoke detectors do not work, inform the Owner/Agent in writing immediately.** In accordance with California law, Resident shall allow Owner/Agent or agent access to the premises to make repairs for that purpose. Resident may not disable, disconnect or remove the detector. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.

VII. CARBON MONOXIDE DETECTION DEVICE

If the Premises are equipped with a Carbon Monoxide Detector, Resident acknowledges that the detector(s) was/were tested and its operation explained by Owner/Agent in the presence of Resident at time of initial occupancy and that the detector(s) was/were operating properly at that time. Resident shall be responsible for performing the manufacturer's recommended test at least once a week to determine if the carbon monoxide detector(s) is/are operating properly. If battery operated, Resident is responsible for ensuring that the battery is in operating condition at all times, for replacing the battery as needed (unless otherwise provided by law), and if, after replacing the battery, the carbon monoxide detector(s) do not work, inform the Owner/Agent in writing immediately. Resident may not disable, disconnect or remove the detector. Owner/Agent shall have a right to enter the premises to check and maintain the carbon monoxide detection device as provided by law.


VIII. RESIDENT POLICIES AND 'HOUSE RULES' ADDENDUM

i. General

- a. New polices and rules or amendments to this document may be adopted by Owner/Agent upon giving 30-days notice in writing to Resident. Resident agrees to abide by such changes it they are distributed and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.
- b. Guests who stay more than **5 days in a month** may constitute a breach of the Rental/Lease Agreement. At the discretion of the Owner/Agent, guests may be required to go through the application process and, if approved, must sign a Rental/Lease agreement. Resident shall have no more than 10 guests at any one time.
- c. Resident may be assessed a charge for the actual costs, including out of pocket expenses, incurred by the Owner/Agent for any lock-out.
- d. Resident is responsible for any violation of these rules by Residents' guest(s).

ii. Noise and Conduct

- a. Resident shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
- b. Residents shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume which will disturb other persons.
- c. Resident shall refrain from activities and conduct outside of their unit (in common areas, parking areas, or recreation facilities) which is likely to annoy or disturb other persons.
- d. Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other Residents between the hours of **9 p.m. and 9 a.m.**
- e. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view. Resident shall refrain from leaving articles in the hallways or other common areas. Any items lefts in the common areas shall be removed by Owner/Agent at Residents expense.
- f. Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
- g. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.
- h. Resident agrees to provide the following information the Owner/Agent and to kept it current. 1) Phone numbers including home numbers and cell phone numbers, even if unlisted 2) email address.
- i. Residents agree not to harass, verbally abuse, denigrate or otherwise disrespect Owner's employees, agents and/or contractors. Failure to abide by this policy may result in the termination of this Agreement.

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iii. Cleanliness and Trash

- a. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
- b. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
- c. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- d. Resident shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose. Resident shall ensure that large boxes are broken apart before placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
- e. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
- f. Resident shall refrain from leaving articles in the hallways or other common areas.
- g. Resident acknowledges that ants are bay area phenomena, and that during the winter season, ants tend to seek high ground to avoid the cold and water and may present themselves within your rental unit. Resident acknowledges that Owner/Agent is not responsible for the removal or treatment of ants and spiders.
- h. Resident acknowledges that no items other than toilet paper and human waste are to be flushed down the toilet. If Owner/Agent determines that any other items are flushed and subsequently cause a plumbing issue, then the Resident is responsible for all charges related to that plumbing bill.
- i. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.

iv. Safety/Security

- a. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility of liability,

unless otherwise provided by law, for Resident's and guest's safety and security, or for injury or damage caused by the criminal acts of other persons. Resident shall ensure that all doors and windows are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.

- b. Resident should ensure that all appliances are turned off before departing from the premises.
- c. When leaving for an extended period, Resident should notify Owner/Agent how long Resident will be away.
- d. Prior to any planned absence from the unit, Resident shall provide Owner/Agent authority to allow entry to the unit to any person or provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
- e. Resident shall refrain from smoking in bed.
- f. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
- g. Resident shall ensure that no personal belongings, including bicycles, play equipment, plants or other items shall be left unattended in the halls, stairways or about the building.
- h. Residents are responsible for the safety of all members of Residents' household or guests in the use and opening of windows. Be aware of the danger of falls from windows. Keep your windows closed and locked when small occupants are around and no adults are around to supervise. When opening windows for ventilation, open windows that a small occupant cannot reach. Keep furniture away from windows. Move chairs, cribs, beds and other furniture away from windows. Window screen will not prevent a fall from a window.
- i. Residents must not remove or tamper with screens. Residents acknowledge all screens are intact and in good working condition upon taking occupancy. Window screens found on the ground will be placed back in the window and a labor charge assessed to the Residents. Residents Shall be responsible replacement and/or repair of windows screens damaged or by Residents, members of Residents' household or guests.
- j. Resident shall not overload any deck, balcony or any other exposed elevated structure. Resident agrees to limit the number of persons occupying a balcony, deck or exterior stairway to a maximum of 4 people at any given time.

v. Maintenance, Repairs and Alterations

- a. Resident shall advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Residents shall make repair requests as soon after the defect is noted as is practical.
- b. Resident shall refrain from making service requests directly to maintenance personnel or the building Resident Manager unless Resident is directed to do so by Owner/Agent.
- c. Resident shall refrain from making any alterations or improvements to the unit without the consent of
- d. Owner/Agent. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
- e. Resident shall refrain from using aluminum foil or sheets as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
- f. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.
- g. Resident shall not overload any deck, balcony or any other exposed elevator structure. Resident agrees to limit the number of persons occupying a balcony, deck or exterior stairway to a maximum of 4 people at any given time.

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vi. Parking, If Applicable

- a. Only one vehicle may be parked in each space.
- b. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or 'No Parking' areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another resident's space may be towed away at the vehicle owner's expense.)
- c. Only current registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.

IX. RENTERS INSURANCE ADDENDUM

Resident is encouraged, but not required to obtain renters insurance.


Generally, except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages. If

damages or injury to owner's property is caused by resident, resident's guest(s) or child (children), the owner's insurance company may have the right to attempt to recover from the resident(s) payments made under owner's policy. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:

- Your babysitter injures themselves in your unit.
- Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
- A friend, or your handyperson, is injured while helping you slide out your refrigerator so you can clean behind it.
- While fixing your television set, a handyperson hired by you is injured when they slip on the floor you have just waxed.
- Your locked car is broken into and your personal property, and that of a friend, is stolen.
- A burglar breaks your front door lock and steals your valuables or personal property.

If you desire to protect yourself and your property against loss, damage, or liability, the owner strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, workers' compensation and other perils.

The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.

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X. SATELLITE DISH AND ANTENNA ADDENDUM

Under the rules of the Federal Communications Commission (FCC), Owners/Agents may not prohibit the installation of satellite dishes and/or receiving antennas within leased premises. However, an Owner/Agent may impose reasonable restrictions relating to the installation and maintenance of any satellite dish and receiving antenna with which a resident must comply as a condition of installing such equipment.

Resident agrees to comply with the following restrictions:

Size: A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.

Location: A satellite dish or antenna may only be located (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc. of which Resident has exclusive use under the lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Allowable locations may not provide optimum signal. Owner/Agent is not required to provide alternate locations if allowable locations are not suitable.

Safety and Non-interference: Satellite dish/antenna installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner/Agent's cable, telephone or electrical systems or those of neighboring properties. It may not be connected to Owner/Agent's telecommunication systems, and may not be connected to Owner/Agent's electrical system except by plugging into a 110-volt duplex receptacle.

Outside Installation: If a satellite dish or antenna is placed in the permitted area outside the dwelling unit, it must be safely secured by one of three methods: (1) securely attaching to portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Owner/Agent. No other methods are allowed. Owner/Agent may require that Resident block a satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.

Signal transmission from Outside Installation: If a satellite dish or antenna is installed outside the dwelling unit, signals may be transmitted to the interior of Resident's dwelling only by: (1) running a 'flat' cable under a door jamb or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Owner/Agent.

Installation and Workmanship: For safety purposes, Resident must obtain Owner/Agent's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation

must be done by a qualified person, or a company that has workers' compensation insurance and adequate public liability insurance. Owner/Agent's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and must comply with any applicable local ordinances and state laws. Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jambs, window sills, etc. to install a satellite dish, antenna, and related equipment.


Maintenance: Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Owner/Agent may temporarily remove any satellite dish or antenna if necessary to make repairs to the building.

Removal and Damages: Any satellite dish, antenna, and all related equipment must be removed by the Resident when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the installation of a satellite dish or antenna and related equipment.

Liability insurance and Indemnity: Resident is fully responsible for any satellite dish or antenna and related equipment. **Owner/Agent does require evidence of liability insurance.** If Owner/Agent does require insurance, prior to installation, Resident must provide Owner/Agent with evidence of liability insurance to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's satellite dish, antenna, or related equipment. The insurance coverage must be no less than \$1,000,000 (which is an amount reasonably determined by Owner/Agent to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify, and hold Owner/Agent harmless from the above claims by others.

When Resident May Begin Installation: Resident may start installation of a satellite dish or antenna only after Resident has: (1) signed this addendum; (2) provided Owner/Agent with written evidence of the liability insurance referred to in paragraph 9 of this addendum, if applicable, (3) received Owner/Agent's written approval of the installation materials and the person or company who will do the installation.

XI. SMOKING POLICY ADDENDUM

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- i. **Smoking Policy:** Smoking of any substance, including marijuana, is prohibited everywhere on the premises, including in individual units and interior and exterior common areas, as well as with 25 feet of any common area or building entrance. Smoking includes the use of e-cigarettes or vaping. The term "smoke" includes vapor from e-cigarettes or other vaping devices. (Check a box if an addendum is attached). Resident shall inform his or her guest(s) of this Smoking provision. A breach of this provision by Resident shall be deemed a material breach of the Rental Agreement and grounds for immediate termination of the Rental Agreement. Resident shall promptly notify Owner/Agent in writing of any incident where smoke is migrating into Resident's unit from sources outside of Resident's unit. Resident acknowledges that Owner/Agent's adoption of this policy, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed above. However, Owner/Agent shall take reasonable steps to enforce this provision. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- ii. **Non-Smoking Areas:** Resident and members of Resident's household shall not smoke tobacco products in area in which smoking is prohibited, nor shall Resident permit any guest or visitor under the control of Resident to do so. Resident shall inform his or her guest(s) of any Non-Smoking Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from Non-Smoking Areas.
- iii. **Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Non-Smoking Areas, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas in which smoking is prohibited. However, Owner/Agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- iv. **Other Residents Are Third Party Beneficiaries of this Addendum:** Owner/Agent and Resident agree that the other residents of the property are the third party beneficiaries of this Addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.
- v. **Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.
- vi. **Disclaimer:** Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Non-Smoking Areas

do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.

- vii. **Damage to the Unit:** Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials.
- viii. **Effect on Current Residents:** Resident acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum. As residents move out, or enter into new Rental/Lease Agreements, this Addendum will become effective for their unit or new agreement.

XII. UNLAWFUL ACTIVITY ADDENDUM

- i. Resident, members of the Resident's household, and any guest or other persons under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. 'Drug-related criminal activity' means the illegal manufacture, cultivation, sale and distribution, or possession with the intent to manufacture, sell, and distribute of a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802), or the use and the possession with the intent to use of a controlled substance as defined in by the State of California.
- ii. Resident, members of the Resident's household, and any guest or other persons under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.
- iii. Resident and members of the household will not permit the dwelling unit to be used for, or facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- iv. Resident and members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises and property or otherwise.
- v. Resident, any member of the Resident's household, or guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property/premises.
- vi. **VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL/LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious and material violation of the Rental/Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental/Lease Agreement. Unless otherwise provided by law, a proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- vii. In case of conflict between the provisions of this Addendum and any other provisions of the Rental/Agreement, the provisions of this Addendum shall govern.

Initial: 



XIII. POLITICAL SIGNS ADDENDUM

California law allows residents to post political signs, subject to certain limitations,

- i. **Political Signs:** A 'political sign' is one that relates to any of the following:
 - a. An election or legislative vote, including an election of a candidate to public office.
 - b. The initiative, referendum, or recall process.
 - c. Issues that are before a public commission, public board, or elected local body for a vote.
- ii. **Size and Location of Signs:** Resident may only post political signs in the window or door of the premises leased by Resident in a multi-family dwelling or in the case of a single family home, from the yard, window, door, balcony, or outside wall of the premises leased by the Resident. The signs may not be:

- a. More than 6 square feet in size.
 - b. Posted or displayed in violation of any local, state, or federal law.
 - c. Posted or displayed in violation of a lawful provision in a common interest development governing document that satisfies the criteria of California Civil Code Section 1353.6.
- iii. **Posting and Removal of Signs:** Resident shall post and remove any political signs in compliance with the time limits set by the ordinance for the jurisdiction where the premises are located. A Resident shall be solely responsible for any violation of a local ordinance. If no local ordinance exists or if the local ordinance does not include a time limit for posting and removing political signs on private property, political signs may be posted 90 days prior to the date of the election or vote to which the sign relates and must be removed 15 days following the date of the election or vote.
- iv. **Damages:** Resident may not install or allow a political sign to be installed that causes any damage to or alteration of the leased premises such as drilling holes; nailing into outside walls, door frames, window sills, railings, etc.; or affixing tape or other sticky material in a way that will cause damage to paint or other finishes. Resident is strictly liable for any damages or injury as a result of such installation, and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the posting of the political sign(s).
- v. **Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.

XIV. MEGAN'S LAW NOTICE

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which he or she resides.

XV. HAZARDOUS WASTE DISPOSAL ADDENDUM

Beginning February 8, 2006, it is illegal for any person or household to dispose of batteries, fluorescent light bulbs, and electronic devices in the trash. These items (called 'universal wastes') must be disposed of at a household hazardous waste facility. Enclosed you will find a copy of a Q & A prepared by the Department of Toxic Substances Control, which administers the Universal Waste program. It provides information about the type of wastes covered by the regulation and provides links for more information, including how to find a household hazardous waste drop off site in your area (if not listed below).

If you have any questions, please do not hesitate to contact the owner or manager of your community.

For Local Household Hazard Waste Disposal Information Contact: Phone: 800.606.6606

*Questions and Answers on Requirements for Handling Universal Wastes**

1. What has changed? Until February 8, 2006 households and some small businesses are allowed to put waste batteries, electronic devices, and fluorescent light bulbs in the trash. Homeowners can also throw away mercury-containing thermostats until this date. After February 8, these items, called universal wastes, should not be placed in the trash.

2. What are universal wastes and why can't I put them in the trash? Universal wastes are hazardous wastes that are generated by several sectors of society, rather than a single industry or type of businesses. Hazardous wastes contain harmful chemicals, which, if put in the trash may harm people or the environment. Universal wastes include:

- **Common Batteries** ' AA, AAA, C cells, D cells and button batteries (e.g. hearing aid batteries). These may contain a corrosive chemical that can cause burns as well as toxic heavy metals like cadmium. (Automotive type batteries are not universal waste. When they become waste, they are regulated under a different law.)
- **Fluorescent Tubes and Bulbs and Other Mercury-Containing Lamps** - Fluorescent light tubes and bulbs, high intensity discharge (HID), metal halide, sodium, and neon bulbs. These lights contain mercury vapor that may be released to the environment when they are broken. Mercury is a toxic metal that can cause harm to people and animals including nerve damage and birth defects. If mercury is released into the environment it can contaminate the air we breathe and enter streams, rivers, and the ocean, where it can contaminate fish that people eat.
- **Thermostats:** There is mercury inside the sealed glass "tilt switch" of the old style thermostats (not the newer electronic kind).
- **Electronic Devices** such as: televisions and computer monitors, computers, printers, VCRs, cell phones, telephones, radios, and microwave ovens. These devices often contain heavy metals like lead, cadmium, copper, and chromium.

Initial: 



XVI. EMERGENCY EXITING PROCEDURES ADDENDUM

This addendum is provided by the building management for your safety. It tells you what to do in case of fire in this building. Please read it and retain for reference.

Smoke detectors are provided for your personal safety. Anyone who willfully and maliciously tampers with, damages, breaks, or removes any required smoke detector shall be guilty of a misdemeanor. Any person, who willfully and maliciously sends, gives, transmits, or sounds any false alarm of fire is guilty of a misdemeanor.

IF YOU ARE ABLE TO LEAVE YOUR ROOM:

- Close your unit door, and take your unit key with you.*
- If there is smoke, stay low to the ground. Use stairways to evacuate.*
- Never use elevators during a fire. They could stop at floors that contain fire.*
- Handicapped persons should proceed to stairwell for assistance.*
- Pull the closest fire alarm and warn other people in the area.*
- If there is a telephone available, dial 911.*

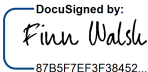

IF TRAPPED IN YOUR ROOM

- If your front door is hot, don't open it.*
- Call the Fire Department at 911.*
- Wedge cloth material along the bottom of the door to keep smoke out.*
- Close as many doors as possible between you and the fire.*
- Block air conditioning vents if there is smoke coming in.*
- Open windows cautiously so as not to allow outside smoke to enter the room.*
- REMEMBER**, *if you have broken the window, you cannot close it again if you need.*

XVII. ADDITIONAL TERMS

None.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing Addendums I through XVII.

	Finn Walsh	Apr-15-2019 5:46:42
Signature - Resident	Print Name	Date
	Jack Ronan	Apr-15-2019 4:56:21
Signature - Resident	Print Name	Date
Signature - Resident	Print Name	Date
Signature - Resident	Print Name	Date
Signature - Resident	Print Name	Date
Signature - Resident	Print Name	Date
Signature - Resident	Print Name	Date

Signature - Resident

Print Name

Date

Signature - Owner/Agent

Print Name

Date

In Process



Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

June 2017

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

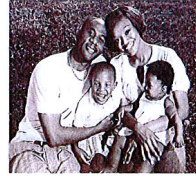
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

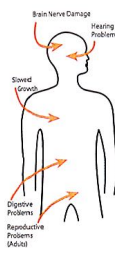
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

3

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

4

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

5

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- 250 µg/ft² and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

6

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

7

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

9

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call 1-800-424-LEAD (5323) for a list of contacts in your area.⁷

⁷ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

8

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

10

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 250 µg/ft² for interior windows sills
- 400 µg/ft² for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

11

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

13

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadSAFE, or read *The Lead-Safe Certified Guide to Renovate Right*.

12

In Progress

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- **Food and liquids** cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "greta" and "azarcon," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

14

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call 1-800-424-LEAD (5323).

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

**U. S. Environmental Protection Agency (EPA)
Regional Offices**

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DF-BJ)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Benner Blvd.
Wray, MO 64698
Lexema, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

EXHIBIT 2

COSIGNER AGREEMENT & CREDIT APPLICATION

PREMIUM PROPERTIES
6522 TELEGRAPH AVENUE
OAKLAND, CA 94609
510.594.0794 OFFICE
510.594.3140 FAX
WWW.PREMIUMFD.COM
CA BRE LICENSE #01886322
REAL ESTATE SERVICES
INVESTMENTS • PROPERTY MANAGEMENT
LEASING • DEVELOPMENT • SALES & BROKERAGE

Applications will only be processed upon receipt of an executed Offer to Rent, Holding Deposit and a \$35 Screening Fee.

Resident(s) Cosigning For: Finn Patrick Walsh

Relationship: Parent

Current Property Applying For: Haste-2135

Unit #: Unknown

Background Information

Name: Timothy Robert Walsh Social Security #: [REDACTED]

Do you have a freeze on your Equifax credit report? [REDACTED] *If Yes, call (888) 298-0045 to temporarily lift it.*

Date of Birth: [REDACTED] Drivers License: [REDACTED] State of Registry: [REDACTED]

E-mail Address: [REDACTED] Cell #: [REDACTED]

Cosigner Spouse: Katherine Elizabeth Walsh Social Security #: [REDACTED]

Date of Birth: [REDACTED] Drivers License: [REDACTED] State of Registry: [REDACTED]

E-mail Address: [REDACTED] Cell #: [REDACTED]

Children: [REDACTED] Ages: [REDACTED] Home Phone #: [REDACTED]

Present Address: [REDACTED] From [REDACTED] To [REDACTED]

City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

Own: Lender: [REDACTED] Payment (Mo.): \$ [REDACTED]
If you own your home and do not have a mortgage, please attach a copy of your property tax bill.

Rent: Owner/Agent: [REDACTED] Rent (Mo.): \$ [REDACTED]

Phone Number: [REDACTED]

Have you ever been evicted, convicted of a felony, or filed for bankruptcy? [REDACTED]

If yes, please explain [REDACTED]

Employment Information *(Please Include a copy of a Recent Paystub that shows your year-to-date earnings or if you are self-employed, please attach the top 2 pages of your most recent 1040 tax return.)*

Employer: [REDACTED] From: [REDACTED] To: [REDACTED]

Address: [REDACTED] Phone #: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

Position: [REDACTED] **Gross** Salary (Mo.): \$ [REDACTED]

Spouse's Employer: [REDACTED] From: [REDACTED] To: [REDACTED]

Address: [REDACTED] Phone #: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

Position: [REDACTED] **Gross** Salary (Mo.): \$ [REDACTED]



Other Income (Please Specify & Provide Verification)

Type: [REDACTED] Amount (Mo.): \$ [REDACTED]

Liquidity Information (Please Specify & Provide Verification)

Ba [REDACTED] Balance [REDACTED]
Brokerage: [REDACTED] Balance: \$ [REDACTED]
Other: Balance: \$ [REDACTED]

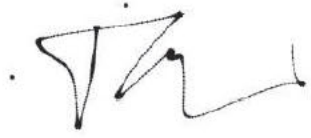
Co-Signer hereby states that the information set forth above is true and complete. In addition, Co-Signer authorizes Owner to retrieve a credit report from a consumer credit reporting agency, as well as to verify all information and references given.

For valuable consideration, receipt of which is hereby acknowledged, the undersigned Cosigner does hereby guarantee unconditionally to Owner/Agent, and/or including Owner's Agent's successor and assigns, the prompt payment by Resident of the rent or any other sums which become due pursuant to any Rental/Lease Agreement signed by Resident(s) listed above (Rental agreement available upon request). In the event of the breach of any terms of the Rental/Lease Agreement by Resident, Cosigner shall be liable for any damages, financial or physical, caused by Resident. This Agreement may be immediately enforced by Owner/Agent upon any default by Resident and an action against Cosigner may be brought at any time without first seeking recourse against Resident. The insolvency of Resident or nonpayment of any sums due from Resident may be deemed a default giving rise to action by Owner/Agent against Cosigner.

This Agreement does not confer a right to possession of the premises by Cosigner, and Owner/Agent is not required to serve Cosigner with any notices to terminate or to perform covenants, including any demand for rent, prior to Owner/Agent proceeding against Cosigner for Cosigner's obligations under this Agreement. Unless released in writing by Owner/Agent, Cosigner shall remain obligated by the terms of this Agreement for the entire period of the tenancy and for any extensions granted pursuant thereto.

In the event the terms of the Rental/Lease Agreement are modified by Resident and Owner/Agent, with or without the knowledge or consent of Cosigner, Cosigner waives any and all rights to be released from the provisions of this Agreement and Cosigner shall remain obligated by said additional modifications and terms of the Rental/Lease Agreement. Cosigner hereby consents in advance to any changes, modifications, additions, or deletions of the Rental/Lease Agreement made and agreed to by Owner/Agent and Resident during the entire period of the tenancy. Cosigner understands that it is the Cosigner's responsibility to make sure that the Resident informs the Cosigner prior to agreeing to such changes.

Applicant recognize that this application for a rental unit is subject to acceptance or rejection. Applicant hereby states that the information set forth above is true & correct, authorizes verification of the above items & agrees to furnish additional credit references & other documentation by the next business day upon request. Applicant authorizes Owner/Agent to obtain reports that may include credit reports, unlawful detainer (eviction) reports, bad check searches, social security number verification, fraud warnings, previous tenant history & employment history. Applicant consents to allow Owner/Agent to disclose tenancy information to previous or subsequent rental housing providers. Finally, Applicant consents to receive communications on Applicant's mobile phone (text message) & acknowledges that standard rates from the carrier may apply.

Applicant Signature: 

Date: 04/12/2019

YOUR IDENTITY MUST BE VERIFIED!

Please attach 2 pictures (.jpg format) of (1) a valid government issued ID AND (2) a selfie of yourself holding the signed application, or with the application on your computer monitor.

The person who you are cosigning for has most likely paid the fee. If not, a \$35 fee will be charged to process each application. Fees will either be owed at lease signing, or if the application is withdrawn/denied, deducted from the Holding Deposit.

APPLICANT DISCLOSURES

Applicant recognizes & acknowledges receipt of the following disclosures, rights & restrictions under Federal, State & Local law:

- Pursuant to California law, you have tenant screening fee rights, including the right to a copy of your consumer credit report if one is obtained with your screening fee, a refund of any unused portion of the fee & a receipt of the costs of the screening. This applies protection for the applicant for any payment, including but not limited to fees, deposit or charge. Owner/Agent may claim fees, deposit or charge only for those amounts as are reasonably necessary for the purposes specified by the subdivision. Applicant acknowledges that the Screening Fee is charged to reimburse Owner/Agent for the actual costs related to screening an applicant, which includes obtaining a credit report, unlawful detainer search, & other screening reports (Cost: \$9.45) & processing & verifying screening information (Cost: ½ hour @ \$80/hour). Any fees, deposit or charge shall be held by Owner/Agent for the resident who is party to the lease agreement. **For more information about your rights, please click on the following link:** https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV§ionNum=1950.6
- Upon acceptance Applicant will be required to sign a rental agreement prohibiting smoking (including vaping) of tobacco, cannabis & other items in & around the property. In 2014, the city of Berkeley enacted BMC 12.70 Smoking Pollution Control which prohibits smoking in multifamily buildings & provides enforcement per Sections 12.70.035 & 12.70.037.
- Owner/Agent intends to request an investigative consumer report regarding the Applicant's character, general reputation, personal characteristics & mode of living. Under California Investigative Consumer Reporting Agencies Act, Section 1786.22 of the California Civil Code, the files maintained on Applicant by Premium Properties, the Investigative Consumer Reporting Agency shall be made available to Applicant during business hours & on reasonable notice, provided Applicant furnishes proper identification, as follows: (1) Applicant may appear at Premium Properties in person; (2) Applicant may make a written request for copies to be sent by certified mail to a specified address; or (3) Applicant may make a written request for a summary of the file to be provided over the telephone. Premium Properties may charge a fee, not to exceed the actual duplication costs, if Applicant requests a copy of the Applicant's file. Premium Properties is required to have personnel available to explain the file & must explain any coded information appearing in the file. If Applicant appears in person, a person of Applicant's choice may accompany Applicant, provided that this person furnishes proper identification. If Applicant would like a copy of the report(s) that is/are prepared, please select the following link: <http://www.premiumpd.com/pdfs/screeningreportrequest.pdf>
Upon receipt of the Request for Copy of Investigative Consumer Report, Owner/Agent agrees to send the report to Applicant within the later of three (3) business days of receipt by Premium Properties of the written request.
- Premium Properties' official screening policy & selection process is available on our website & upon request.
- Owner/Agent will comply with California Civil Code Section 1786.40 if an adverse action is taken against the Applicant.

EXHIBIT 3

COSIGNER AGREEMENT & CREDIT APPLICATION

PREMIUM PROPERTIES
6522 TELEGRAPH AVENUE
OAKLAND, CA 94609
510.594.0794 OFFICE
510.594.3140 FAX
WWW.PREMIUMPD.COM
CA BRE LICENSE #01886322
REAL ESTATE SERVICES
INVESTMENTS • PROPERTY MANAGEMENT
LEASING • DEVELOPMENT • SALES & BROKERAGE

Applications will only be processed upon receipt of an executed Offer to Rent, Holding Deposit and a \$35 Screening Fee.

Resident(s) Cosigning For: Finn Patrick Walsh

Relationship: Son

Current Property Applying For: Haste-2135

Unit #: Unsure

Background Information

Name: Katherine Elizabeth Walsh

Social Security #: [REDACTED]

Do you have a freeze on your Equifax credit report? [REDACTED] *If Yes, call (888) 298-0045 to temporarily lift it.*

Date of Birth: [REDACTED] **Drivers License:** [REDACTED] **State of Registry:** [REDACTED]

E-mail Address: [REDACTED] **Cell #:** [REDACTED]

Cosigner Spouse: Timothy Robert Walsh **Social Security #:** [REDACTED]

Date of Birth: [REDACTED] **Drivers License:** [REDACTED] **State of Registry:** [REDACTED]

E-mail Address: [REDACTED] **Cell #:** [REDACTED]

Children: [REDACTED] **Ages:** [REDACTED] **Home Phone #:** [REDACTED]

Present Address: [REDACTED] **From:** [REDACTED] **To:** [REDACTED]

City: [REDACTED] **State:** [REDACTED] **Zip Code:** [REDACTED]

Own: Lender: [REDACTED] **Payment (Mo.):** \$ [REDACTED]
If you own your home and do not have a mortgage, please attach a copy of your property tax bill.

Rent: Owner/Agent: [REDACTED] **Rent (Mo.):** \$ [REDACTED]

Phone Number: [REDACTED]

Have you ever been evicted, convicted of a felony, or filed for bankruptcy? [REDACTED]

If yes, please explain [REDACTED]

Employment Information *(Please Include a copy of a Recent Paystub that shows your year-to-date earnings or if you are self-employed, please attach the top 2 pages of your most recent 1040 tax return.)*

Employer: [REDACTED] **From:** [REDACTED] **To:** [REDACTED]

Address: [REDACTED] **Phone #:** [REDACTED]

City: [REDACTED] **State:** [REDACTED] **Zip Code:** [REDACTED]

Position: [REDACTED] **Gross Salary (Mo.):** \$ [REDACTED]

Spouse's Employer: [REDACTED] **From:** [REDACTED] **To:** [REDACTED]

Address: [REDACTED] **Phone #:** [REDACTED]

City: [REDACTED] **State:** [REDACTED] **Zip Code:** [REDACTED]

Position: [REDACTED] **Gross Salary (Mo.):** \$ [REDACTED]



Other Income (Please Specify & Provide Verification)

Type: [REDACTED] Amount (Mo.): \$ [REDACTED]

Liquidity Information (Please Specify & Provide Verification)

Ba [REDACTED] Balance [REDACTED]
Brokerage: [REDACTED] Balance: \$ [REDACTED]
Other: Balance: \$


Co-Signer hereby states that the information set forth above is true and complete. In addition, Co-Signer authorizes Owner to retrieve a credit report from a consumer credit reporting agency, as well as to verify all information and references given.

For valuable consideration, receipt of which is hereby acknowledged, the undersigned Cosigner does hereby guarantee unconditionally to Owner/Agent, and/or including Owner's Agent's successor and assigns, the prompt payment by Resident of the rent or any other sums which become due pursuant to any Rental/Lease Agreement signed by Resident(s) listed above (Rental agreement available upon request). In the event of the breach of any terms of the Rental/Lease Agreement by Resident, Cosigner shall be liable for any damages, financial or physical, caused by Resident. This Agreement may be immediately enforced by Owner/Agent upon any default by Resident and an action against Cosigner may be brought at any time without first seeking recourse against Resident. The insolvency of Resident or nonpayment of any sums due from Resident may be deemed a default giving rise to action by Owner/Agent against Cosigner.

This Agreement does not confer a right to possession of the premises by Cosigner, and Owner/Agent is not required to serve Cosigner with any notices to terminate or to perform covenants, including any demand for rent, prior to Owner/Agent proceeding against Cosigner for Cosigner's obligations under this Agreement. Unless released in writing by Owner/Agent, Cosigner shall remain obligated by the terms of this Agreement for the entire period of the tenancy and for any extensions granted pursuant thereto.

In the event the terms of the Rental/Lease Agreement are modified by Resident and Owner/Agent, with or without the knowledge or consent of Cosigner, Cosigner waives any and all rights to be released from the provisions of this Agreement and Cosigner shall remain obligated by said additional modifications and terms of the Rental/Lease Agreement. Cosigner hereby consents in advance to any changes, modifications, additions, or deletions of the Rental/Lease Agreement made and agreed to by Owner/Agent and Resident during the entire period of the tenancy. Cosigner understands that it is the Cosigner's responsibility to make sure that the Resident informs the Cosigner prior to agreeing to such changes.

Applicant recognize that this application for a rental unit is subject to acceptance or rejection. Applicant hereby states that the information set forth above is true & correct, authorizes verification of the above items & agrees to furnish additional credit references & other documentation by the next business day upon request. Applicant authorizes Owner/Agent to obtain reports that may include credit reports, unlawful detainer (eviction) reports, bad check searches, social security number verification, fraud warnings, previous tenant history & employment history. Applicant consents to allow Owner/Agent to disclose tenancy information to previous or subsequent rental housing providers. Finally, Applicant consents to receive communications on Applicant's mobile phone (text message) & acknowledges that standard rates from the carrier may apply.

Applicant Signature: 

Date: 04/12/2019

YOUR IDENTITY MUST BE VERIFIED!

Please attach 2 pictures (.jpg format) of (1) a valid government issued ID AND (2) a selfie of yourself holding the signed application, or with the application on your computer monitor.

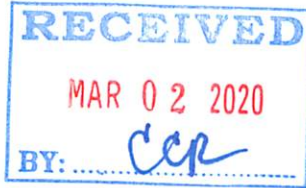
The person who you are cosigning for has most likely paid the fee. If not, a \$35 fee will be charged to process each application. Fees will either be owed at lease signing, or if the application is withdrawn/denied, deducted from the Holding Deposit.

APPLICANT DISCLOSURES

Applicant recognizes & acknowledges receipt of the following disclosures, rights & restrictions under Federal, State & Local law:

- Pursuant to California law, you have tenant screening fee rights, including the right to a copy of your consumer credit report if one is obtained with your screening fee, a refund of any unused portion of the fee & a receipt of the costs of the screening. This applies protection for the applicant for any payment, including but not limited to fees, deposit or charge. Owner/Agent may claim fees, deposit or charge only for those amounts as are reasonably necessary for the purposes specified by the subdivision. Applicant acknowledges that the Screening Fee is charged to reimburse Owner/Agent for the actual costs related to screening an applicant, which includes obtaining a credit report, unlawful detainer search, & other screening reports (Cost: \$9.45) & processing & verifying screening information (Cost: ½ hour @ \$80/hour). Any fees, deposit or charge shall be held by Owner/Agent for the resident who is party to the lease agreement. **For more information about your rights, please click on the following link:** https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV§ionNum=1950.6
 - Upon acceptance Applicant will be required to sign a rental agreement prohibiting smoking (including vaping) of tobacco, cannabis & other items in & around the property. In 2014, the city of Berkeley enacted BMC 12.70 Smoking Pollution Control which prohibits smoking in multifamily buildings & provides enforcement per Sections 12.70.035 & 12.70.037.
 - Owner/Agent intends to request an investigative consumer report regarding the Applicant's character, general reputation, personal characteristics & mode of living. Under California Investigative Consumer Reporting Agencies Act, Section 1786.22 of the California Civil Code, the files maintained on Applicant by Premium Properties, the Investigative Consumer Reporting Agency shall be made available to Applicant during business hours & on reasonable notice, provided Applicant furnishes proper identification, as follows: (1) Applicant may appear at Premium Properties in person; (2) Applicant may make a written request for copies to be sent by certified mail to a specified address; or (3) Applicant may make a written request for a summary of the file to be provided over the telephone. Premium Properties may charge a fee, not to exceed the actual duplication costs, if Applicant requests a copy of the Applicant's file. Premium Properties is required to have personnel available to explain the file & must explain any coded information appearing in the file. If Applicant appears in person, a person of Applicant's choice may accompany Applicant, provided that this person furnishes proper identification. If Applicant would like a copy of the report(s) that is/are prepared, please select the following link: <http://www.premiumpd.com/pdfs/screeningreportrequest.pdf>
- Upon receipt of the Request for Copy of Investigative Consumer Report, Owner/Agent agrees to send the report to Applicant within the later of three (3) business days of receipt by Premium Properties of the written request.
- Premium Properties' official screening policy & selection process is available on our website & upon request.
 - Owner/Agent will comply with California Civil Code Section 1786.40 if an adverse action is taken against the Applicant.

EXHIBIT 4



Notice of Lease Renewal Submit This Agreement When At Least One Person Plans on Staying

Alexander Ree, Finn Walsh, Hiram Huerta, Jack Ronan
2137 Haste St.
Berkeley, CA 94704-2018

Dear Premium Properties:

Per our Lease Agreement, we are pleased to inform you that we will not be completely vacating our apartment and agree to renew the lease for another year based on the following terms:

- The lease expiration shall be amended to expire on 05/31/2021.
- Rent shall increase on January 1st, 2021 by the maximum amount authorized by the Berkeley Rent Board with at least 30 days' written notice.

We acknowledge that the original remaining parties to the lease are Finn Walsh, Jack Ronan, Alexander Ree, and Hiram Huerta.

For your information only, we are indicating below as to which of us are planning on staying for the new term and which of us are leaving on or before 05/31/2020. For those of us who plan on leaving:

- We understand that our Security Deposit will not be returned to us by the Owner/Agent. We will need to instead make arrangements to receiving our share of the Security Deposit from those of us who are staying. Security Deposits are not returned until the entire apartment is delivered vacant.
- We understand that we are still legally obligated to the terms of the Lease Agreement, including this Renewal until Premium Properties approves either a Roommate Replacement Request or a Request to be Removed from the Lease.

Finally, we agree that we will not allow any new roommates to move into our apartment until Premium Properties approves either a Roommate Replacement Request or Roommate Add-on Request. Allowing an unapproved person to live in our apartment is a material violation of our lease.

Residents (Original & Substitute)	RENEWING VACATING		Signature	Date
	(check box)	(check box)		
Finn Walsh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Finn Walsh</i>	2/29/20
Jack Ronan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Jack Ronan</i>	2/29/20
Hiram Huerta	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Hiram Huerta</i>	2/29/20
Alexander Ree	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Alexander Ree</i>	2/29/20
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		

MAR 02 2020

Date

Premium Properties - Owner/Agent Signature

For PPD Internal Use Only:
 Spbi Renewal: Y N Entered: NS Audit #1: _____ Audit #2: _____

EXHIBIT 5



Alexander Ree, Finn Walsh, Hiram Huerta, Jack Ronan
2137 Haste St,
Berkeley, CA 94704-2018

Regarding: Move-Out Procedures - IMPORTANT COVID-19 GUIDELINES

Dear Resident(s),

We regret to hear that you have decided that 05/31/2021 will be your last day at one of our properties. We hope that we have managed your property well and have made your tenancy an extremely pleasant experience. We hope that you will keep us in mind for your future rental needs and refer our company to a friend. We currently have a number of other units available for rent which are listed on our website at www.premiumunits.com.

This year, we have amended our typical move-out procedures to adapt to the current climate of Covid-19. Please read the following information, which will help facilitate a smooth transition and minimize the chance of receiving deductions off your security deposit. Keep in mind you will receive your deposit within 21 days of your move-out date. Of course, we will make every attempt to return it to you sooner. However, this is typically not possible during summer months where we may have many deposits to send out. In the event, you don't receive your deposit on time, please call us immediately as it may have gotten lost in the mail.

Timing & Move-Out Inspection

This year, all move-outs will be conducted virtually. You are still required to make sure your unit be 100% clean, free of personal belongings, with all damage mitigated, unless otherwise agreed to by the end of your lease. In the event, your unit is not completely vacated and/or damages still have yet to be mitigated by the end of your lease, your security deposit may be charged not only for the cost of rectifying the situation, but also for a prorated rent credit that may be offered to the future resident for the period in which the unit was unavailable to them. Thus, it is imperative that you discuss with your move out coordinator or resident manager, well in advance, any potential issues that may delay your move. Unfortunately, due to social distancing restrictions, we cannot allow physical inspections to be done directly with your move out coordinator.

Early Move-Out Incentive

Many of you have already contacted us to confirm you are currently not occupying your unit and that you are planning to move out early. Of course, this is your choice as you are certainly welcome to stay until the end of your lease. At the same time, given the current health crisis and the need to social distance, it may be advantageous to you and your neighbors whose lease also ends on May 31st, to encourage people to move early if it makes sense for them. Therefore, this year, we are willing to provide an incentive for you to make this happen.

If you can move out on or before May 20th, 2020, we will discount your May rent by 5% and add it to your security deposit. In other words, if your rent is \$3,000 per month and you move out by May 20th or sooner, you will get \$150 added to your deposit. For those interested in this offer, please let us know by emailing jeff@premiumpd.com at least 3 days before you plan to vacate, so we can schedule a final virtual walk through.

House Cleaning

Your unit needs to be 100% clean at your departure. However, cleaning a unit this year under the current concerns of the

global pandemic will be virtually impossible for residents to complete on their own. Units must not only be cleaned and sanitized, but also completely disinfected so they can be delivered to our future residents. If you choose to clean the unit yourself, which we strongly discourage, remember that it still must be cleaned and completely disinfected to professional standards. The entire unit needs to be cleaned and all areas sanitized; all bathrooms, the kitchen, appliances, floors, cabinets, blinds, baseboards, door handles, and more. See our attached move-out checklist for tips. Remember if some items are left unclean, you may be charged for the full cost of hiring the cleaning service to go in and clean, plus any applicable last minute cleaning charges.

Finally, it is important that cleanings, and more specifically disinfecting, are performed as the last thing done immediately prior to performing your final inspection. If you have the unit disinfected and then come back to pick up a box, then it will have to be disinfected again. Thus, we strongly recommend hiring a cleaning service.

By hiring one of our preferred vendors to clean the unit, this will relieve you from the stress and hassle of coordinating the cleaning, paying the cleaners, and you will have peace of mind knowing this unit has met our cleaning requirements, as well as the cleaning standards outlined by the Center for Disease Control. Furthermore, you will be able to take advantage of the following **negotiated cleaning prices**:

- \$200 for Studios, One Bedroom Apartments and Lofts less than 1,000 square feet
- \$225 for Two Bedroom apartments and Lofts of a 1,000 square feet or more
- Plus \$50 for each Additional Bedroom or Bathroom
- **** Extraordinarily dirty apartments may be subject to a \$100-\$200 surcharge ****

Carpet Steam Cleaning

If your unit has carpeting, it is your responsibility to make sure that you have had your carpets professionally steam cleaned. You certainly can hire anybody you want to perform the service, though we strongly dissuade you from renting a portable do-it-yourself machine from the hardware store as they do not work very well. In addition, it is likely this equipment may not be available, and we also don't want you to risk causing any additional damage to the carpet. Alternatively, you can hire one of our preferred vendors, and the majority of the cleaning companies also do carpet cleanings as well. (See below). Typical carpet cleaning pricing: \$100 for Studios, plus \$25 per bedroom.

Keep in mind, it is possible that carpet cleaning may not solve all issues you have with the carpet. Please contact your turnover coordinator if you think that there is permanent damage, which may result in you being charged to replace the carpet. Also, just because major stains have come out of the carpet, heavy stains and damage could reappear days later. Finally, if you hire a company not on our preferred vendor list make sure you receive a receipt for the carpet cleaning as we may request it prior to returning your security deposit.

Remember, your unit must be 100% empty prior to cleaning. In addition, enough time must be left for the cleaners to do their job prior to the end of your lease. So, please plan ahead. If you do plan on hiring a cleaning company, please contact your move out coordinator and we will arrange this on your behalf.

Trash, Hauling & Charitable Pickups

With the current Covid-19 pandemic in full swing, most charitable companies have stopped taking donations temporarily. Occasionally residents will have unwanted items that they no longer want or are too bulky to move. We kindly ask that you are courteous with items you intend to discard. **Please do not leave these items next to dumpster or on the street. ALSO DO NOT FILL UP THE DUMPSTER WITH A LARGE QUANTITY OF YOUR TRASH.** Dumping a large quantity of trash will not leave room for other residents' trash and often results in an overflow mess on the property and an extra charge deducted from the security deposit. Move out usage in the Dumpster is limited to 2 trash bags.

Again, you can attempt to contact one of the many local charitable organizations but it is likely these services will not be offered this year. Please make sure you plan in advance.

For items that charitable services will not take and need to be hauled away, please call our hauling company, or a hauling company of your choice, to have the items removed. They will be happy to come out and pickup unwanted items for a fee and haul them away to the dump. You should pay this fee directly to the vendor, but we are also happy to assist you with coordinating the disposal of any items left in the unit. Keep in mind; it is much better to plan ahead and schedule this process in advance. The trash receptacles at your building are only for normal trash usage; move out usage in the dumpster is limited to 2 trash bags, but if you have more trash you can also leave this to be dumped along with any unwanted furniture or items. To reduce the amount of waste that you generate, please visit www.stopwaste.org, for clever recycling and reuse ideas.

Damage & Repairs, Paint Damage

Please make sure that any damage that occurred during your residency or move out is repaired. We understand this may be difficult to accomplish, which is why we encourage you to conduct a **virtual pre-move out inspection** with your move out coordinator directly to discuss any potential damage that you may be responsible to repair.

Damage to the paint job on the walls is a frequently encountered problem. To help mitigate the costs of completely repainting, we recommend the walls be washed and nail holes filled (**please carefully read the recommended procedures below**).

Painting an entire bedroom, or even an entire apartment, can be costly. But, most wall damage can be quickly and inexpensively repaired by you. Walls that have been heavily soiled can be repaired simply by cleaning the walls and performing a heavy wipe down of the walls using a soap and water solution, or a diluted solution of bleach and water.

Holes that remain in the walls after pictures are removed should be spackled with a drywall mud - joint compound. The best technique is to use just a small dab in the hole, flatten the blob down with a putty knife or credit card and **then wipe the excess off the wall**. A wet sponge works well. When spackling, we highly stress the concept of less is more, just use a little to fill the holes and wipe away the excess off the paint around the hole.

Touch Up Painting.

In most cases we do not recommend touch up painting. From our experience the touch up job usually makes the wall look worse as it is very difficult to match and blend new paint with old. If there is significant damage it is possible you may need to paint entire wall as slight differences in paint won't be a noticeable. Unfortunately, a bad touch-up job could be worse than just spackling the holes. If you do touch up paint, you may want to test any touch up paint in a small area to make sure that it is a good match.

Apartment Painting

If you have caused the paint job to be damaged, you can either paint the walls or hire a painting contractor to come in and roll the walls. We do not have a paint color inventory of every unit as this is impractical to maintain with hundreds of units and multiple owners using different colors. Premium Properties does have a preferred color scheme so it is possible that your unit may be painted this color. Walls - Frost in Eggshell Trim - Swiss Coffee in Semi Gloss. But, please verify colors before painting.

Again, we strongly encourage you to allow us to coordinate and facilitate any painting of your unit. We will assign one of our painting contractors to do this for you and deduct the charges from your security deposit directly. They will also be more accurate in being able to match the newly painted walls to the existing adjacent walls. **We charge \$100 for each wall that needs to be repainted.**

Premium Properties Preferred Vendor List*

Cleaning Companies

The Blue Bay - Eunice (510) 563-9178 --
Green Time Cleaning - Ramiro (510) 365-1342 --
Pegaso Cleaning Service - Danny (510) 691-7395 --

Carpet Cleaners

Pegaso Cleaning Service - Danny (510) 691-7395
Easy Solutions - Gonzalo Noriega - (510) 326-7165
Heavens Best - Richard Palermo - (510) 243-1923

Trash and Bulky Item Hauling Lulu's Hauling - Dennis Jenkins - (510) 381-2987

Donations: **Reduce Recycle Reuse** www.stopwaste.org

For furniture and other household items in good condition please contact one of the many local charitable organizations.

Uhuru - The African Peoples Education and Defense Fund. 3742 Grand Avenue Oakland, CA 94610 (510) 763-3342
Good Will Industries - Drop off location only 6624 San Pablo Ave, Emeryville, CA (510) 428-4911
Out of the Closet Thrift Store Drop off location. 1600 University Ave Berkeley, CA 94703 (510) 841-2088

Trash to the Land Fill Berkeley Waste Transfer Facility located at Gillman and 2nd Street. They also have free metal recycling.

Painting Contractors:

Meza Painting - Ramon - (510) 875-5479

Arkenstone Painting - Kushi - (510) 872-9872

PLEASE MAKE SURE TO PAY VENDORS DIRECTLY FOR THEIR SERVICES

Common But Avoidable Charges

You want to pay special attention to the following avoidable charges: Missing Smoke Detectors and CO Detectors (\$50 each), Missing or Non-Working Smoke Detector Batteries (\$15 each) and Missing or Non-Working Light Bulbs (\$10 each).

Pre-Move Inspection

You have the right to request a pre-move inspection, so please download the request form from our website or reach out to your move out coordinator to schedule this directly. This year all pre-move inspections will be done virtually. We strongly recommend completing it at least a week before you move-out so that we can give you further feedback on ways to minimize the chances of having any deductions from your security deposit. That being said, some damage is very difficult to determine while unit is still filled with your personal property.

Your assigned move out coordinator who will assist you with all move out related details is below:

Move-Out Coordinator: **Daimon @ 510.406.2299; dconstrux10@gmail.com**

Moving Out & Keeping the Building Safe:

We understand that moving is going to require a lot of help. It is important to continue to practice social distancing and follow these important tips on keeping yourself and the building safe while moving:

- Bring as few people as possible to help you move out, as strict social distancing protocols should be observed. Be prepared, have everything **boxed up in advance** to make your move out goes as quick as possible. Plan to be patient as it is very important that people keep distant from each other, and this will make the process of moving out slower than it would be otherwise. For instance, if you have a building with an elevator do not get in with another group that is also moving. Wait for the elevator to be unoccupied before using.
- We have done an internal survey to keep track and know what units are still physically occupied. Keep in mind, if you are moving out of a densely occupied building, it is possible we may have to coordinate staggering move out times in preparation for the May 31st move out date. If this is necessary, we will be in touch to coordinate that.

MOVING PROCEDURES & PROTOCOL:

While moving out, it is vitally important you continue to practice social distancing so you don't spread the virus to yourself, your hallmates, your families, your movers and finally our vendors.

- **Keep 6 feet away from others at all times** (aside from your family if they are helping you move and your immediate roommate(s) when you are in your room).
- If you have masks and gloves, we encourage you to wear them while you are moving out. Unfortunately, we will not be able to provide these for you.
- Wash your hands with soap and water for 20 seconds or with alcohol-based hand sanitizer (contains at least 60% alcohol) regularly - before packing your belongings, after moving your belongings into your car, after you arrive at your destination.
- **This is NOT a time for socializing.** Collect your belongings and move out as quickly as possible. ***Do not hug each other or gather for photos.*** You can say goodbye via phone and video. We know it is disappointing to part this way, but adherence to these safety practices is critical to preventing the spread of the virus.
- **(Buildings with Elevators) If you see someone in an elevator, wait for the next one** to provide ample space between you and the other residents. Only enter the elevator with your family (if they are helping you move). If you are waiting for the elevator, wait 6 ft apart and make sure to keep 6 ft away from the stairwell and bathroom doors (you may need to wait in your room and verbally hold your place in line).

WEAR A MASK AT ALL TIME AND WASH HANDS OR USE HAND SANITIZER AFTER PUSHING THE BUTTON TO ENGAGE THE ELEVATOR

- **If you see someone in the stairwell, yield to the person going downstairs.** If you are going upstairs, take the exit to

the nearest floor and wait in the hallway until the person going down has passed. If you touch the railing, please make sure to wash your hands or use alcohol-based hand sanitizer. Our maintenance and on-site staff continue to focus on daily cleaning of commonly touched surfaces throughout our facilities (e.g. building entrances and exits, laundry rooms, elevator buttons, light switches, etc)

Final Walk Through

With the current climate of the Covid-19 we wanted to highlight some important changes and new move out procedures. While in the past you would normally conduct a final walk through of your unit with you turnover coordinator, due to the shelter in place we are implementing new guidelines for your move out day. **All move outs will now be conducted virtually.** Below is the step-by-step guide on your move out procedures and how to return possession once the final resident has physically vacated and fully moved out of the unit.

Move-Out Coordinator: **Daimon @ 510.406.2299; dconstrux10@gmail.com**

STEP 1)

Email your assigned turnover coordinator and cc JEFF@PREMIUMPD.COM. Make sure you include all members of your group in the email. The email must have your **building address and unit number** in the subject line, with the term "All Out." This lets us know that the final resident has moved out of the unit. The date this email is received will be considered your formal move-out date, so make sure you send this email ***the same day the final resident has moved out of the unit.*** Any items remaining in the unit will be hauled away at your expense, so make sure the unit is 100% empty.

STEP 2)

Do not worry about labeling the keys; however, please indicate the number of keys being returned. Attach a picture in the email to your turnover coordinator of all the keys you are leaving behind and remember to place them on the kitchen counter. Make sure you include all building access keys, laundry areas, mailbox keys, and garage remotes. **Make sure you leave all keys on the counter before you leave the unit and lock the bottom lock behind you.**

STEP 3)

As stated previously, due to the concerns about the spread of Covid-19, this year you are required to hire a professional cleaning company to provide a deep cleaning of the unit upon vacating. Your unit is required to be 100% clean upon vacating the unit. **If you would like to hire a professional cleaning company please email JEFF@PREMIUMPD.COM.** We will coordinate the cleaning on your behalf.

STEP 4)

In the past, pre Covid-19, outgoing and incoming residents have elected to buy and sell furniture with one another, and under normal circumstances that was fine with us. Unfortunately, due to Covid-19, we cannot allow the buying and selling of any items and the unit must be returned free of any furniture or personal belongings. Any items left in the unit will be disposed of and billed to the entire outgoing group, so it is imperative you make sure the unit is **100% empty**. In addition, it is important that you do **not leave unwanted items or furniture on the street**. This will be more expensive than leaving it in your unit and we can arrange to have it hauled away on your behalf. This fee will be deducted from your final security deposit refund.

STEP 5)

Congratulations & thank you for being a Premium resident! Once you have completed all these steps, your virtual move out will be 100% complete. The security deposit will be mailed out within 21 days after the email sent in Step 1 is received. If you have not done so already, email your forwarding address to URIEL@PREMIUMPD.COM.

While completing your move out please make sure you adhere to the recommended guidelines on how to conduct a safe move out. Since many units may be moving at similar days or times, it is important to make sure you are following these rules to ensure the lowest possible risk or infection or contamination.

Reminder - Security Deposit Assignment Form & Forwarding Address

Unless otherwise indicated: **The Security Deposit will be sent in one check with all residents listed as payees.** If you are interested in having the proceeds from your deposit assigned to one person, please complete a Security Deposit Assignment Form which can be found on the Links & Forms page of our website. **This form must be turned in to our office prior to your lease expiration.** There will be a \$25 charge to reissue security deposit checks.

In addition, unless previously sent it to us in your notice, please email your forwarding address to accounting@premiumpd.com. **Do not forget to notify the post office of your new address so your mail can be forwarded to you.** Otherwise, your security deposit will be sent to your current address. Please remember that it usually takes us the full 21 days to process and mail back your security deposit.

The Covid-19 pandemic has certainly changed the normal way of doing things that we are all accustomed to. This includes making already stressful events like moving even more complicated. In particular, this time more than ever might be the most challenging for many of us to move. That being said, we want to remind you that we are here to help in any way we can to make sure you have a safe and smooth move-out. We are all in this together, so please practice these important move-out procedures to help keep yourself and the building safe during this transition. We hope that we will have the opportunity to provide you housing again in the future.

Sincerely,

Premium Properties

Move-Out Checklist

- **TRASH & DEBRIS** - The premises must be clean. All trash, bottles, etc., must be removed and disposed of properly. Porch/balcony must also be free of debris. If property has basement, it must also be clean and free of debris. Any items left behind in the unit or next to the dumpster will be hauled away and the charges will be assessed against your security deposit.
- **KITCHEN/RANGE/OVEN** - Remove all cooking stains from range, drawers and burners. Make sure that all racks and broiler pan are clean and remain with range.
- **REFRIGERATOR** - Clean Thoroughly; All food must be removed, inside scrubbed and freezer defrosted. Ice cube trays must be clean and remain with refrigerator.
- **CABINETS** - Kitchen cabinets must be cleaned. Drawers must be empty and cleaned.
- **BATHROOM** - Bathroom sinks, toilets, bathtubs, shower walls and shower doors are to be cleaned. Make sure that any stoppers provided remain in the sink. Medicine cabinet and Mirrors must be cleaned, floors mopped, walls wiped, etc.
- **LIGHT FIXTURES** - All light fixtures must be clean and have **working** light bulbs in them.
- **BLINDS** - All blinds are to be cleaned and in working order. Window panes not broken
- **SMOKE and CO DETECTORS** - All smoke detectors and CO Detectors must be in working condition and have good **working** batteries in them.
- **WALLS** - If you have soiled, added paint or paper to any walls, it should be spackled, sanded and paint touched up. **Make sure that the paint that is used is a correct match.**
- **PERSONAL PROPERTY** - Any personal property left on the premises after move out date will be considered trash and removed at tenant's expense. Therefore please arrange to have it hauled away by a private hauling company.
- **TENANT IMPROVEMENTS** - Please note that all fixtures and other improvements (shelving, bathroom accessories, partition walls, etc), which have been attached to the property, become the property of the owner. Landlord at his/her have discretion may require the removal of these items and the subsequent repair of the premises. In addition, unless Landlord specifies otherwise in writing, wall/trim colors must be brought back to their original colors prior to move-out. In the event that Landlord agrees to keep the new wall/trim colors, please leave touch up paint and complete paint codes for future reference in the unit.
- **CARPET** - Carpeting in the unit must be commercially steam cleaned upon your exit. You can do it yourself, hire your vendor or select the carpet cleaning service on the ?Move Out Cleaning Request Form whereby the cost of cleaning will be deducted from your security deposit.
- **UTILITIES** - Make sure you arrange to disconnect your utilities
- **FORWARDING ADDRESS AND SECURITY DEPOSIT ASSIGNMENT FORM** - Provide a forwarding address for any final bills and future correspondence. If you are interested in having the proceeds from your deposit assigned to one resident, please go to our website's Links & Forms Page and complete a Security Deposit Assignment Form.
- **KEYS** - *Please return all keys provided to you:*
 - Unit Keys, Building & Front Door Keys
 - Laundry, Mail Box Keys
 - Garage Remote(s)

EXHIBIT 6



ITEMIZED DISPOSITION OF SECURITY DEPOSIT

Pursuant to Civil Code Section 1905.5, Owner/Agent hereby furnishes the following statement of disposition of security deposit monies to the former Residents at 2137 Haste St, , Berkeley, CA 94704-2018:

Estimated [] Final

Send Balance Due to Owner to: Name: _____
 Address: _____ City/State/Zip: _____

Total Security Deposit: \$8,234.00

Interest Owed On Deposit @ 0.1 % Interest [] N/A \$ 4.25

Itemized Damages & Cleaning: NONE

Total Damages & Cleaning: \$ 0

Date Lease Expired: 05/31/2021

Rent for Period: 5/1 - \$3,798.43, 6/1 - \$4,117, 7/1 - \$4,117 \$ 12,032.43

Utilities for Period: _____ \$ _____

Unpaid Late Fees: _____ \$ _____

Total Rent, Utilities & Late Fees: \$ 12,032.43

Miscellaneous Charges: LEASE TRANSFER FEE - \$3,087

\$4117 x 75% = \$3,087.75 \$ 3,087

TOTAL CHARGES*: \$ _____
 Balance Due To: Resident / Owner \$ 6,881.18

Deposit Made Payable to: [] All Residents
 [] FINN WALSH
 Security Deposit Split Form on File

Forwarding Address: 3439 Sewell St
San Diego, CA 92109

Date Mailed: _____

*This is an itemization of the deductions taken from the security deposit. It may not be a complete statement of all charges owed to Owner/Agent by Resident.

IF UNIT IS RENTED By 8/1/20

Exhibit 7

Turnover Transmittal

Address: 2137 Haste St., Berkeley **Move-Out Date:** 05/31/2021

Outgoing Resident Name	Home #	Mobile #	Email
Alexander Ree		(949) 610-5046	alexree@berkeley.edu
Finn Walsh		(858) 752-3085	finnpatwalsh@gmail.com
Hiram Huerta		(323) 358-3123	h.huerta0899@gmail.com
Jack Ronan		(925) 789-7407	jackmronan@gmail.com

TURNOVER COORDINATOR: Daimon @ 510.406.2299; dconstrux10@gmail.com

Original Lease Start Date: 06/01/2019

Was an Official Pre-Move Inspection Performed? [] No [X] Yes **Date:** _____ **(Attach Report)**

Planned Repairs: (* Upgrades To Be Completed Prior to Move Out if Possible)

<input type="checkbox"/>	Painted living room/caulked Bathroom/replaced bulbs/Covered thermostat
<input type="checkbox"/>	Covered exposed electrical plates, sawney, lighting/replaced Smoke Detector

[] Needs Paint Job (Complete / Partial) [] Refinish / Install Wood Floors

[] Replace Carpet (Complete / Partial) [] Replace Lino (Bath / Kitchen)

[] Locks to be Changed by: [] Resident Manager/Contractor (Rotate / New) [] Locksmith

FINAL INSPECTION BY: Daimon Construction **DATE (Received Keys):** 5/31

Received Keys: [] Main Entrance [X] Unit [] Mail [] Garage Remote [] Laundry

FOR ANY ISSUES, ITEMIZE COST BELOW: TAKE PICTURES, TAKE PICTURES, EMAIL PICTURES

Cleanliness: [X] Very Clean [] Unit Required Additional Cleaning
Unit Completely Empty: [X] Yes [] No, Items left behind and disposed of.
Paint Condition: [] Great [X] Needs Touch Up [] Needs Complete Paint Job
Flooring (Carpet/Wood): [X] All OK [] Damage to Hardwood / Carpet

Itemized Resident Damage - Take Pictures of Damage	Cost
[X] NO Damage: [] YES Damage (Itemize below & take pictures)	
List Itemized Damages -	
Cleaning Charges	
Hauling Charges	
Repainted # of Walls: _____ x \$100 or Total Paint Job	
Missing Light Bulbs: _____ x \$5 Missing Mailbox Keys _____ x \$25 Missing Remote _____ x \$50	
Missing Smoke/CO Detector Detector Batt: _____ x \$10 Missing Smoke/CO Detectors : _____ x \$50	
Total Cost: \$	

Turnover Checklist

Standard Repairs and Upgrades

2137 Haste, Apt #

- Inspect the entire unit for damage caused by the outgoing resident. (Take multiple pictures of damage!)
- Check and repair all systems and components in the unit for proper operation.
- Change or rotate locks, give 1 key per resident, 4 keys to PPD, 1 in lock-box if applicable or to Resident Manager.
- Check all doors for proper operation, do all locks latch and lock? Adjust as necessary.
- Test all smoke detectors, replace batteries and faulty units & ensure that they are in each sleeping room & in the hallway on each floor.
- Test carbon monoxide detector, replace batteries or faulty units.
- Check light fixtures and replace light bulbs as needed.
- Check water pressure at all fixtures, clean air-raters at sinks as necessary.
- Verify that the water temperature is between 110 and 120 degrees Fahrenheit.
- Inspect all windows for breaks, proper latching and functional locks.
- Inspect all plumbing for leaks. (angle stops, p-traps, faucets, shower valves). Repair to stop drips!
- Test toilet for proper cycle and fill, inspect for leaks at tank and wax ring. Toilet is tight and secure.
- Inspect caulking at tub/shower/sink. Re-caulk if needed.
- Clean kitchen and bathroom exhaust fan screens, clean lint of grate.
- Test heater for proper operation and no gas leaks. Turn off if tenant is not moving right away.
- Clean dryer vent and brush exhaust tube, if located in the unit.
- Are handrails tightly fastened, decks and stairs in good condition. Area under the stairs is clean.
- All outlets and switches have cover plates, test for proper operation.
- All burners on the stove work and oven functions. No Gas Leaks!
- Area is free of debris and trash. Remove all trash in the unit and building.
- Unit is 100% completely clean.
- YOU WOULD PERSONALLY BE HAPPY TO MOVE IN TO THIS UNIT!!!!**

Additional Deficiencies, Incomplete Repairs, Recommend Upgrades & Notes: _____

Resident Walk-Through Checklist

Unit Information

- Demonstrate Heater & Appliances Shut-off Valves for Water & Gas Location of Electric Subpanel
- Garbage Disposal (Show Operation & Demonstrate Typical Fix-its through Reset Button & Allen Wrench)
- Demonstrate Smoke/Carbon Monoxide Detector Testing Demonstrate Security Window Bar Release (Close After)

Common Areas

- Location of Amenities: Mailbox (Verify Key Works), Parking Space, Trash/Recycling & Laundry Room
- Emergency Information (Location of Fire Exits & Fire Extinguisher) Quiet Hours (9 pm to 9 am) & Repair Requests
- Phone, Internet, Cable & Satellite Installation Procedures & Intercom Programming Reminder to Transfer Utilities

Resident certifies that the items above were demonstrated.

Signature: _____ Print Name: _____ Date: _____

* Apartment was clean with no major repairs so we are expecting \$4117 minus the cleaning fee that we were told was to be no more than \$325. Thanks!

SECURITY DEPOSIT ASSIGNMENT FORM



Dear Premium Properties,

We currently reside at the following address:

Address: 2137 Haste St. Unit #: _____

The following people have claim to the security deposit (Please include any Substitute Residents):

- Finn Walsh
• Alex Ree
• Jack Ronan
• Hiram Huerta

We understand that normally the proceeds for the security deposit are made payable to all parties to the lease on one check. However, in order to make the distribution of the proceeds of our security deposit more convenient, we would like to have the check made payable only to following person:

Finn Walsh and mailed to the following Forwarding address: 3439 Jewell St. SD, CA 92109

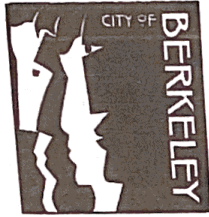
Table with 3 columns: Date, Print Name, Signature. Rows for Finn Walsh, Alex Ree, Hiram Huerta, Jack Ronan.

ALL RESIDENTS AND SUBSTITUTE RESIDENTS MUST SIGN THIS FORM

Please email completed forms to: accounting@premiumpd.com.

Security Deposit Assignment Form 01/17/18

Exhibit 8



Rent Stabilization Board

May 11, 2020

Premium Properties c/o Sam Sorokin
6522 Telegraph Ave.
Oakland, CA 94609

Re: B.M.C. §13.78/ B.M.C. §13.110/Administrative Practices

Dear Mr. Sorokin:

It has come to our attention that Premium Properties is violating current Berkeley law; specifically the newly enacted Tenant Screening and Lease Fee Ordinance and the newly enacted Covid-19 Emergency Response Ordinance.

I. Tenant Screening Ordinance

On April 28, 2020, the Berkeley City Council amended B.M.C. §13.78. These amendments expressly prohibit landlords and their managers or agents from charging tenants fees for either replacing a roommate or for terminating their tenancy (B.M.C. §13.78.016; B.M.C. § 13.78.017).

According to leases/rental agreements used by Premium Properties, tenants must pay a \$50 fee in order to vacate and surrender possession of their unit and to be "removed from the lease." Your leases/rental agreements specifically warn tenants that not only must they sign a form created by your office and pay a fee, but also that they remain responsible for all the lease obligations, including payment of rent. In this regard, I direct you to California Code of Civil Procedure §1161 which states as follows;

" A tenant of real property, for a term less than life, or the executor or administrator of his or her estate heretofore qualified and now acting or hereafter to be qualified and act, is guilty of unlawful detainer:

1. *When he or she continues in possession, in person or by subtenant, of the property, or any part thereof, after the expiration of the term for which it is let to him or her...."* (emphasis added).

In addition, please review the Form Unlawful Detainer Complaint which specifically calls for a landlord to allege that the **tenant is currently in possession** (Form Unlawful Detainer Complaint, #3). State law is clear that once a tenant surrenders possession of their right to occupy their unit, they may no longer be liable for Unlawful Detainer.

In addition to charging tenants for vacating their units, you also charge tenants a \$95 fee for "roommate replacement." While these fees have been prohibited as a rent overcharge under the rules and regulations of the Berkeley Rent Stabilization and Eviction for Good Cause Ordinance, they are now expressly barred under the newly enacted Tenant Screening and Lease Fee Ordinance. As detailed in B.M.C. §13.78.016;

"It is unlawful for an owner of residential rental property or the owner's agent to charge a non-refundable fee to any existing tenants for the purposes of renewing a tenancy....or to request to add or replace a roommate in a pre-existing household."

These provisions in your leases/rental agreements are contrary to local and state law and as such should be removed from any Berkeley leases/rental agreements.

II. COVID-19 EMERGENCY RESPONSE ORDINANCE

On March 17, 2020, the City enacted B.M.C. §13.110 (COVID-19 Emergency Response Ordinance). This Ordinance and the accompanying Administrative Regulation 10.3, detail the protections tenants have when they are unable to pay full or partial rent as a result of being financially impacted by COVID-19.

It has come to our attention that, in response to tenants notifying Premium Properties that they will not be able to pay partial or full rent as a result of being financially impacted by COVID-19, Premium Properties has developed a policy requiring tenants to provide financial information to demonstrate that they, "including any cosigners or guarantors, can no longer collectively qualify for the apartment" they previously qualified for and in which they currently reside.

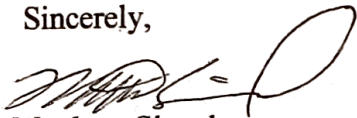
We are writing to inform you that once a tenant has notified Premium Properties of their inability to pay all or some of their rent as a result of a documented material decrease in household or business income or material out-of-pocket medical expenses caused by the impacts of COVID-19 or any local, state, or federal government response to COVID-19, there is nothing in the Ordinance that authorizes a landlord or agent to create their own policies and deadlines which add requirements not articulated in the Ordinance.

The Ordinance is clear that tenants may avail themselves of the protections of the Ordinance as long as their landlord is aware that they are unable to pay all or some of their rent as a result of a documented material decrease in household or business income or material out-of-pocket medical expenses caused by the impacts of COVID-19 or any local, state, or federal government response to COVID-19 (B.M.C. §§13.110.020, 13.110.030). Thus, requiring tenants to provide their "[b]ank and other liquidity statements showing that (they) don't have savings to qualify (for their apartment) despite a reduction or lack of income" in order to access the protections of the Ordinance is impermissible. Similarly, it is outside the scope of the Ordinance and therefore impermissible, to require student tenants to demonstrate that they no longer receive financial aid or students loans, or to require employed tenants to show they were denied unemployment, or to require self-employed tenants to provide their profit/loss statements and proof they did not or

cannot qualify for a Small Business Administration Paycheck Protection Program forgivable loan.

As with the impermissible lease provisions discussed above, we urge you to cease these unlawful practices immediately and adjust your responses to tenants in these regards. The City adopted these very specific policies to provide protections and safeguards to tenants in these uncertain times. Should you have any questions regarding this matter, please feel free to contact me. Currently, I may be reached via email at msiegel@cityofberkeley.info or by phone at (510) 981-4903.

Sincerely,



Matthew Siegel
Staff Attorney
Berkeley Rent Stabilization Program

cc: Maria DiBlasi
tenants @ Premium Properties

Exhibit 9

CITY OF BERKELEY
RENT STABILIZATION PROGRAM
2125 Milvia Street, Berkeley, CA 94704
510-981-7368 (t) 510-981-4940 (f)

NOTICE OF DECISION OF HEARING EXAMINER

PETITION NO. T-5696

PETITIONER(S): Robin and Pierre Denat
RESPONDENT(S): Premium Properties
PROPERTY ADDRESS: 2321 Webster Street, Unit 2, Berkeley, California
DATE OF DECISION: October 4, 2017
HEARING EXAMINER: Omar P. Calimbas

The following administrative decision is rendered:

The petition is granted.

You are hereby advised that you have the right to appeal this decision to the Rent Stabilization Board. An appeal **must** be submitted on a Board-provided form and filed with **(received by)** the Board within 35 days after the date this decision is mailed. **The Rent Board must receive an appeal of this decision by close of business on November 8, 2017. Thus, any appeal filed after this date will not be considered by the Board.** An appeal to the Board is necessary before any further review in the courts.

If no appeal is filed, the decision shall become the final non-reviewable decision of the Board. If you have any questions about the appeal process, final filing date and time, or appeal forms, you may call the Hearings or Legal unit staff at (510) 981-7368.

If an appeal is filed and you disagree with the decision of the Board on appeal, you may seek judicial review of the decision. (Reference: Berkeley Rent Stabilization Ordinance, Section 18 and California Civil Procedure Code Section 1094.6 for judicial review time limitations.)

Enclosure: Decision

CITY OF BERKELEY
RENT STABILIZATION PROGRAM
2125 Milvia Street
Berkeley, CA 94704
510-981-7368 (t) 510-981-4940 (f)

Robin and Pierre Denat,
Petitioners,

Petition No. T-5696

v.

ADMINISTRATIVE DECISION

Premium Properties,
Respondent.

RE: 2321 Webster Street, Unit 2, Berkeley, California

SUMMARY OF PROCEEDINGS

The tenants filed the above-captioned petition on June 30, 2017, claiming that the landlord improperly withheld the security deposit and interest accruing thereon. The Rent Stabilization Board (Board) sent a notice of right to object to the landlord, and a response was timely received on August 7, 2017. Based on all the submissions, the record is sufficient to render a decision on the petition without hearing live testimony.

ISSUES

Are the tenants entitled to a greater refund of the security deposit?

Are the tenants entitled to interest on the security deposit?

APPLICABLE LAW

State law governs the handling of a residential tenant's security deposit under California Civil Code (CC) § 1950.5. "Any portion of a security deposit retained by a landlord in violation of [the statute] is deemed a rent overcharge" that may be recovered by a tenant through petitioning the Board. (Board Regulation 706(A).)

CC § 1950.5 is designed to be restrictive in how security deposits could be used,

and is limited “to specifically defined purposes.”¹ These purposes are: 1) compensation for a default in the payment of rent; 2) repairing damages beyond ordinary wear and tear; 3) cleaning to return the unit to the same level of cleanliness it was in at the inception of the tenancy; and 4) remedying future defaults to restore, replace, or return personal property or appurtenances, if such deductions are authorized by the rental agreement. (CC § 1950.5(b).)

A landlord must provide, “no later than 21 calendar days after the tenant has vacated the premises, . . . a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security,” and must return any remaining portion to the tenant. (CC § 1950.5(g)(1).)

SUMMARY OF EVIDENCE

The tenants moved to the subject rental unit in August 2016 pursuant to a lease executed by the parties. The tenants paid a security deposit of \$4,042.00, and the term of the lease was for one year. By email dated April 26, 2017, to property manager Ana Smith, the tenants provided notice of their intent to vacate the unit on May 27, 2017. They had previously notified Ms. Smith of an earlier move-out date but had rescinded that notice.

Ms. Smith advised the tenants that they are to follow the landlord’s “Lease Transfer policy and procedures” in order to terminate the lease sooner than it expires. She asked them to complete and return a Lease Transfer Request form, which contains an acknowledgement that a qualified resident must be found to sign a new lease for the remaining term. The form provides two options whereby either the tenants or the landlord

¹ *People ex rel. Smith v. Parkmerced Co.* (1988) 198 Cal.App.3d 683, 690 (*abrogated on other grounds*).

are responsible for finding a "replacement resident." Another acknowledgement in the form refers to the tenants' rent obligation for the entire term of the lease. As instructed, the tenants completed the form, indicating that they would find a replacement resident. According to Ms. Smith, the tenants were unsuccessful in finding a replacement before they moved out at the end of May 2017, and the landlord relet the unit through its own efforts on August 1, 2017. The tenants had paid the rent through May 2017.

The tenants subsequently inquired about the security deposit. In an email dated June 21, 2017, Ms. Smith explained that no security deposit would be returned, because the rent due for June and July 2017 would be deducted from it. The parking fee for those months would not be applied, despite the tenants' lack of "official notice," presumably of their departure, according to Ms. Smith. In addition, the final itemized disposition of the security deposit would be sent to the tenants in the first week of August. Ms. Smith attached a tentative itemization to her email, which indicated an offset of the monthly rent of \$2,695 for June and July 2017 against the security deposit of \$4,042 and 0.1% interest accrued thereon, calculated at \$2.25, resulting in a balance owed to the landlord in the amount of \$1,345.75 ($\$2,695 \times 2 = \$5,390 - \$4,042 - \2.25).

DISCUSSION

The disposition of a security deposit is triggered when a tenant "has vacated the premises." (CC § 1950.5(g)(1).) The landlord contends that the tenants' liabilities exceeded the amount of the security deposit and interest. The liabilities are solely for two months' of rent, June and July 2017, covering the period of time after the tenants moved out and prior to the end of the one-year lease term. The tenant claims that the landlord did not timely mitigate damages. At issue is whether the landlord was allowed to offset those

rents from the security deposit.

CC § 1950.5 allows for security deposit deductions for “defaults in the payment of rent.” Case law has held that such deductions are limited to rent owed *at the time the security deposit is required to be returned*.² In other words, a default refers to back rent owed at the time of the early lease termination, and not future rent damages. This is in keeping with the purpose of the security deposit statute, which was designed to provide a limited out-of-court remedy for landlords.

Rather, the landlord’s remedy is provided under CC § 1951.2, which governs court actions a landlord may pursue for all contract breach claims due to tenant abandonment and premature termination of the lease. As clarified under CC § 1951.2, “if a lessee of real property breaches the lease and abandons the property before the end of the term . . . , the lease terminates.” Upon such termination,³ the statute sets forth the landlord’s remedies, which include “unpaid rent for the balance of the term” minus any preventable losses through reasonable efforts by the landlord to “mitigate the damages” caused by the breach. Thus, for future rent damages, the landlord must file a court action, pursuant to CC § 1951.2, and in such an action, a tenant may present any defenses, including mitigation of damages.⁴ In contrast, for any back rent owed prior to the abandonment, the landlord may

² 250 L.L.C. v. PhotoPoint Corp. (2005) 131 Cal.App.4th 703, 710-15 (ruling on CC § 1950.7 governing security deposits in commercial tenancies but relies on parallels with CC § 1950.5).

³ The landlord’s reference to having no “official notice” of the tenants’ termination of the tenancy may be alluding to CC § 1946, which sets forth rules, such as 30 days’ written notice for month-to-month tenancies and service requirements for notices. However, the statute governs notice requirements for the termination of *periodic* tenancies, as opposed to an early lease termination.

⁴ The Lease Transfer Request form would be relevant in a CC § 1951.2 action. The landlord’s policy was to require tenants to complete and sign the form, which left the impression that the landlord’s obligation to mitigate damages could be transferred onto the tenants, and that the tenants could still be liable for all future rent damages.

deduct such claims from the security deposit under CC § 1950.5.

The interaction between the two statutes underscores how the security deposit was not intended to be a general collateral to secure a tenant's contractual performance. Furthermore, nothing in the Rent Ordinance⁵ or Board Regulations authorizes the Board to offset future rent damages from the security deposit. Accordingly, the landlord was precluded from deducting the June and July 2017 rent from the security deposit. Because no claim was made for deductions under any of the grounds enumerated under the security deposit statute, the tenants are entitled to a full return of their \$4,042.00 deposit.

Furthermore, the landlord was required to dispose of the security deposit no later than 21 days from when the tenants moved out. This would have been around June 21, 2017. Instead, the landlord intended to provide a final itemized disposition of the security deposit in August 2017, after the lease expired. The likely reason for doing so was to capture any contractual damages or other potential claims arising under the term of the lease. Such a practice violates the 21-day deadline under CC § 1950.5, and nothing in the statute sets forth an exception that would allow a landlord to postpone the disposition. The delay in fact is based on the conflation of the two statutes – 1950.5 and 1951.2 – so that the landlord could use the security deposit as a remedy for future rent damages, which is disallowed.

Under Reg. 702, each December, and upon the tenant's departure from the premises, a landlord must return an amount of interest that has accrued on the security deposit. Interest is calculated according to a rate as set forth in the regulation. The landlord

⁵ Rent Stabilization and Eviction for Good Cause Ordinance, Berkeley Municipal Code Chapter 13.76.

incorrectly calculated the accrued interest at \$2.25. During the tenants' ten months of occupancy, the security deposit interest was 0.1%. Accordingly, the tenants are entitled to \$3.37 in security deposit interest ($\$4,042.00 \times 0.1\% = \$4.04 \div 12 \text{ mos.} \times 10 \text{ mos.}$).

DECISION

The landlord had no basis to withhold any portion of the tenants' security deposit. Accordingly, the tenants are entitled to a full refund of \$4,042.00. The tenants are also entitled to a refund of \$3.37 for security deposit interest. The landlord is ordered to notify the Board upon refund of said amounts. The tenants are given ten (10) days from the date on the landlord's proof of service to challenge the landlord's claim of compliance. Any such notice or challenge must be made in writing and include the petition number, the hearing examiner's name and a completed proof of service showing that the other party has been sent a copy.

SO ORDERED.

Date: October 4, 2017



Omar P. Calimbas
Hearing Examiner

PROOF OF SERVICE

I am employed at 2125 Milvia Street, Berkeley, Alameda County, California 94704. I am over the age of eighteen years and not a party to this action. I am readily familiar with the Berkely Rent Stabilization Board's practice for collection and processing of correspondence for mailing with the United States Postal Service and this correspondence will be deposited with the United States Postal Service on the date entered below in the ordinary course of business, unless sent solely by electronic mail and/or facsimile.

On the date entered below, I served one copy of the attached:

Notice of decision of Hearing Examiner and Administrative Decision **(T-5696)**

following ordinary business practices, by placing for deposit in the United States Postal Service a true copy thereof, enclosed in a sealed envelope, addressed as follows:

SORKIN LIVING TRUST NESS INC.
6522 TELEGRAPH AVE
OAKLAND, CA 94609

ROBIN DENAT
2712 OAK RD., #63
WALNUT CREEK, CA 94597

PIERRE DENAT
2712 OAK RD., #63
WALNUT CREEK, CA 94597

ANA SMITH
PREMIUM PROPERTIES
6522 TELEGRAPH AVE
OAKLAND, CA 94609


By Email:

ROBIN DENAT
PIERRE DENAT
ANA SMITH - PREMIUM PROPERTIES

denat.robin@gmail.com
denat.pierre@gmail.com
ana@premiumpd.com

I certify under penalty of perjury, under the laws of the State of California, that the foregoing information is true and correct to the best of my knowledge and belief. Executed at Berkeley, California.

Dated: October 4, 2017


Sharon Gostlin
Hearings Unit
sgostlin@cityofberkeley.info

For questions or assistance regarding this petition, please contact a Rent Board Housing Counselor at (510) 981-7368

REG:
PIU:
INV:

Exhibit 10

PREMIUM PROPERTIES

2941 TELEGRAPH AVENUE
BERKELEY, CA 94705
510.594.0794 OFFICE
510.594.3140 FAX
WWW.PREMIUMPD.COM
CA DRE LICENSE #01886322

REAL ESTATE SERVICES
INVESTMENTS ♦ PROPERTY MANAGEMENT
LEASING ♦ DEVELOPMENT ♦ SALES & BROKERAGE

Statement Date 03/19/2021
Billing Period 03/13/2020 - 03/31/2021
Due Date 03/19/2021
Building Haste and Fulton
Unit 2137
Tenant Name Walsh - Huerta - Ree - Ronan
Balance Forward (\$257.57)

Total Due	\$44,654.43
Amount Paid	\$4,374.57

Finn Walsh
2137 Haste St
Berkeley, CA 94704-2018

return top half with your payment
retain bottom half for your records

Make payments payable to:
Premium Property Management & Development, Inc
2941 Telegraph Ave
Berkeley, CA 94705
Phone: (510) 594-0794

Tenant Name Walsh - Huerta - Ree - Ronan
Statement Date 03/19/2021
Billing Period 03/13/2020 - 03/31/2021
Due Date 03/19/2021
Building Haste and Fulton
Unit 2137
Move In Date 06/01/2019

Account Statement

Balance Forward	New Charges this Period	Prepayments	Total Due

Transaction Detail (03/13/2020 - 03/31/2021)

Date	Description	Ref #	Amount	Amount Paid	Balance
03/13/2020	Balance Forward				(\$257.57)
04/01/2020	Rent		\$4,117.00	\$4,117.00	\$3,859.43
04/21/2020	Utility Reimbursement	1st Qtr Laundry Reimbursement	(\$61.00)	(\$61.00)	\$3,798.43
05/01/2020	Rent	May Rent	\$4,117.00	\$318.57	\$7,915.43
05/12/2020	Payment	5789	(\$4,117.00)	\$0.00	\$3,798.43
05/19/2020	Late Fee (Manual)		\$189.00	\$189.00	\$3,987.43
05/31/2020	COVID19 Late Fee		(\$189.00)	(\$189.00)	\$3,798.43
06/01/2020	Rent	June Rent	\$4,117.00	\$0.00	\$7,915.43
06/18/2020	Rent	July Rent	\$4,117.00	\$125.00	\$12,032.43
07/20/2020	Utility Reimbursement	2nd qtr laundry reimbursement	(\$75.00)	(\$75.00)	\$11,957.43

08/01/2020	Rent		\$4,117.00	\$0.00	\$16,074.43
09/01/2020	Rent		\$4,117.00	\$0.00	\$20,191.43
09/24/2020	COVID19 Late Fee Waiver		(\$189.00)	(\$189.00)	\$20,002.43
10/01/2020	Rent		\$4,117.00	\$0.00	\$24,119.43
10/19/2020	Utility Reimbursement	3rd qtr laundry reimbursement	(\$22.00)	(\$22.00)	\$24,097.43
11/01/2020	Rent		\$4,117.00	\$189.00	\$28,214.43
12/01/2020	Rent		\$4,117.00	\$0.00	\$32,331.43
01/01/2021	Rent		\$4,117.00	\$0.00	\$36,448.43
01/15/2021	Utility Reimbursement	4th Qtr. Laundry Reimbursement	(\$28.00)	(\$28.00)	\$36,420.43
02/01/2021	Rent		\$4,117.00	\$0.00	\$40,537.43
03/01/2021	Rent		\$4,117.00	\$0.00	\$44,654.43
03/31/2021	Ending Balance				\$44,654.43

Message Board

For any questions regarding this statement please contact Uriel Salinas at uriel@premiumpd.com