#### HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD REGULAR MEETING June 12, 2025 6:00 P.M. CITY HALL, HEARING ROOM #1 ONE FRANK H. OGAWA PLAZA OAKLAND, CA 94612

#### AGENDA

#### **PUBLIC PARTICIPATION**

The public may observe or participate in this meeting in person or remotely via Zoom.

#### **OBSERVE:**

• To observe the meeting by video conference, please click on the link below: When: June 12, 2025 06:00 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

https://us02web.zoom.us/j/87256470376

Meeting ID: 872 5647 0376

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#### The Zoom link is to view, listen and/or participate in the meeting.

#### PARTICIPATION/COMMENT:

To participate/comment during the meeting, you may appear in person or remotely via Zoom. Comments on all agenda items will be taken during public comment at the beginning of the meeting. Comments for items not on the agenda will be taken during open forum towards the end of the meeting.

If you have any questions, please email <u>hearingsunit@oaklandca.gov</u>

#### HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD MEETING

- 1. CALL TO ORDER
- 2. ROLL CALL

#### 3. PUBLIC COMMENT

a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.

#### 4. CONSENT ITEMS

a. Approval of Board Minutes, 05/22/2025 (pp.4-7)

#### 5. APPEALS\*

- a. T18-0249, Reber-Kendrick v. Wasserman-Stern Law Offices (pp.8-969)
- b. T19-0403-T23-0140, Didrickson v. Commonwealth Company, Didrickson
  - v. Common Wealth Inc, & Didrickson v. Dang (pp. 970-1139)

#### 6. INFORMATION AND ANNOUNCEMENTS

7. NEW BOARD BUSINESS

#### 8. SCHEDULING AND REPORTS

#### 9. OPEN FORUM

a. Comments from the public on all items will be taken at this time.

#### 10. ADJOURNMENT

The Rent Adjustment Program and the Clerk's office has at least 72 hours prior to the meeting to post all meeting materials pursuant to O.M.C. 2.20.080.C and 2.20.090.

As a reminder, alternates in attendance (other than those replacing an absent board member) will not be able to take any action, such as with regard to the consent calendar.

**Accessibility:** Contact us to request disability-related accommodations, American Sign Language (ASL), Spanish, Cantonese, Mandarin, or another language interpreter at least five (5) business days before the event. Rent Adjustment Program (RAP) staff can be contacted via email at <u>RAP@oaklandca.gov</u> or via phone at (510) 238-3721. California relay service at 711 can also be used for disability-related accommodations.

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en Español, Cantones, Mandarín o de lenguaje de señas (ASL) por favor envié un correo electrónico a <u>RAP@oaklandca.gov</u> o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

需要殘障輔助設施, 手語, 西班牙語, 粤語或國語翻譯服務, 請在會議前五個工作天電郵 RAP@oaklandca.gov 或致電 (510) 238-3721 或711 California relay service.

# HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD REGULAR MEETING May 22, 2025 6:00 P.M. CITY HALL 1 FRANK H. OGAWA PLAZA, HEARING ROOM #1 OAKLAND, CA 94612

### **MINUTES**

# 1. CALL TO ORDER

a. The Board meeting was administered in-person by Nyila Webb from the Rent Adjustment Program (RAP), Housing and Community Development Department. Nyila Webb explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair M. Cucullu Lim at 6:05 PM.

#### 2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
D. INGRAM	Tenant	Х		
C. MUNOZ	Tenant	Х		
RAMOS				
Vacant	Tenant Alt.			
M. GOOLSBY	Tenant Alt.		Х	
C. OSHINUGA	Undesignated			Х
M. CUCULLU	Undesignated	Х		
LIM				
R. SAMATI	Undesignated	Х		
K.	Landlord	Х		
BRODFUEHRER				
C. JACKSON	Landlord			Х
Vacant	Landlord Alt.			

\*Member Munoz Ramos arrived at 6:28.

## **Staff Present**

Kent Qian Linda Moroz Nyila Webb Deputy City Attorney Hearing Officer (RAP) Administrative Assistant II (RAP)

# 3. PUBLIC COMMENT

a. No requests were submitted online or in-person.

## 4. CONSENT ITEMS

a. Approval of Board Minutes, 05/08/2025:

# Member Ingram made a motion to adopt the May 8, 2025 minutes. Vice Chair R. Samati seconded.

The Board voted as follows:

Aye:	M. Cucullu Lim, D. Ingram, R. Samati, K. Brodfuehrer
Nay: Abstain:	None

The Minutes are approved.

# 5. APPEALS\*

# a. T24-0181, Hines Margado v. Kidane

Appearances at appeal:

**Owner: Abraham Kidane** 

# **Owner Representative: Mandana Arjmand**

Tenants: Michael Margado Bethanie Hines Margado Tenant Representative: Marjie Bailey

**b.** Once the parties had time for discussion, the Board asked questions and then deliberated on the case. After consideration, they concluded, and a motion was made.

Member D. Ingram made a motion to move to find that the owner has not established good cause for: 1. failure to respond to the tenant petition; 2. failure to appear at the hearing; and 3. to affirm the hearing decision. Chair Cucullu Lim seconded.

The Board voted as follows:

Aye:	M. Cucullu Lim, D. Ingram, R. Samati, K.
	Brodfuehrer, M. Munoz Ramos
Nay:	None
Abstain:	None

The motion was approved.

6. RESOLUTION RECOMMENDING AMENDMENT OF THE RENT ADJUSTMENT ORDINANCE TO MODIFY THE EXEMPTION FOR GOVERNMENT CONTROLLED, REGULATED, OR SUBSIDIZED UNITS TO EXEMPT ONLY UNITS WHERE A GOVERNMENT AGENCY OWNS, OPERATES, MANAGES THE UNIT OR WHERE RENT CONTROL IS PREEMPTED BY FEDERAL OR STATE LAW.

A. The Board did not discuss Resolution Item 6. The item will be tabled, pending further communication with the Rent Adjustment Program staff for input regarding the proposed amendment.

# 7. RESOLUTION TO SUPPORT STAFF'S RECOMMENDATION TO INCREASE THE RENT PROGRAM SERVICE FEE (RAP FEE) FROM \$101 TO \$137 PER UNIT ANNUALLY FOR FY 25-26.

a. The Board discussed the proposed amendment to increase the Rent Program Service Fee (RAP Fee) from \$101 to \$137 per unit annually for FY 25–26. After deliberation and consideration of staff's recommendation, the Board moved to adopt the resolution with amendments.

# Member D. Ingram made a motion to adopt the resolution, cross out Section A, and delete Part B. Chair Cucullu Lim seconded.

The Board voted as follows:

Aye:	M. Cucullu Lim, D. Ingram, R. Samati, K.
	Brodfuehrer, M. Munoz Ramos
Nay:	None
Abstain:	None

The motion was approved.

# 8. INFORMATION AND ANNOUNCEMENTS

a. None.

# 9. NEW BOARD BUSINESS

- a. None.
- 10. SCHEDULING AND REPORTS a. None.

# 11. OPEN FORUM

a. 1 speaker card was submitted.

# 12. ADJOURNMENT

a. Meeting adjourned at 7:27 pm.

# CHRONOLOGICAL CASE REPORT

Case No.:	T18-0249
Case Name:	Reber-Kendrick v. Wasserman-Stern Law Offices
Property Address:	315 Hanover Avenue Oakland, CA 94606
Parties:	Tenant- Denise Reber- Kendrick Owner- Greg McConnell with The McConnell Group Owner- JR McConnell with The McConnell Group

# **TENANT APPEAL:**

Activity	Date
Tenant Petition filed	April 25, 2018
Owner Response filed	July 17, 2018
ORDER	October 1, 2020
Order RE Submission of Evidence	November 10, 2020
Owner Exhibits Submitted	December 7, 2020
Tenant Exhibits Submitted	December 14, 2020
Order Granting Continuance	February 28, 2023

Hearing Dates Scheduled	December 14, 2020 & December 19, 2023
Hearing Decision mailed	March 28, 2024
Tenant Appeal filed	April 22, 2024
Owner Response to Hearing Decision	May 9, 2024
Order Granting Continuance of Hearing	June 3, 2024
Appeal Decision Mailed	September 12, 2024
Tenant Brief Submitted	November 29, 2024
Owner's Response to Brief	November 29, 2024
Remand Hearing Decision	March 12, 2025
Tenant Appeal Submitted	March 25, 2025
Tenant Submitted Continuance	May 7, 2025

T18.0249	RESK	CIT NECENVER
	CITY OF OAKLAND	For date stamp
	<b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243	2010 APR 25 PM 1: 31.
	Oakland, CA 94612-0243	
	(510) 238-3721	TENANT PETITION

<u>Please Fill Out This Form As Completely As You Can</u>. Failure to provide needed information may result in your petition being rejected or delayed.

Please print legibly			· · · · ·	· · · · · · · · · · · · · · · · · · ·	
Your Name	Rental	Address (with zip	code) 4	Telephone:	
Denise Reper-Kondi	act 31	5 Hanovu	Hve 301	510-205-8050	
Den 1 se Reber-Kendi	Oak	kind, CA.	94606	E-mail BFL Rosen @ AOL, L	and the second second
Your Representative's Name		g Address (with zij		Telephone:	
		· ·			
				Email:	
				•	•
Property Owner(s) name(s)		g Address (with zi	p code)	Telephone:	· ·
Harover Lakevien	) LL	refuses	to		
Tanoun Lunevien	OV	ride mai	lina		
Apts. LP		in the first		Email:	
tp15.~1		address		BISHanoven@gma	<i>у</i> /-
Property Manager or Management C	Co. Mailin	g Address (with zi	p code)	Telephone:	~
if applicable)	10 20	10		510-444-970	O
avolué 415-34	77-37	67		Email	
Jeanne		•		510-444-970 Email: 315 Harver @g	ma
Normalian of the set o	13				ind 
Number of units on the property:					
Type of unit you rent				Apartment, Room, or	•
(check one)	House	Cond	ominium	Live-Work	
Are you current on	Vasi		No	* : <del>-</del>	
your rent? (check one)	Yes		No		

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)

**I.** GROUNDS FOR PETITION: Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. I (We) contest one or more rent increases on one or more of the following grounds:

(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
 (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
 (c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

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For more information phone (510) 238-3721.

	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
X	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
Х	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
<b>、</b> .	(1) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

#### **II. RENTAL HISTORY:** (You must complete this section)

Date you moved into the Unit: _	1997	Initial Rent: \$ 900, 00 /1	month
When did the owner first provide existence of the Rent Adjustmen	e you with the RAP 1 t Program? Date:	NOTICE, a written NOTICE TO TENANTS of the	ver."

existence of the Kent Adjustment Program? Date: <u>IIII JOI7</u>. It never provided, enter "Never *New Whers*".

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

received notice	received the goes into effect notice (mo/day/year)		Monthly rent From	nthly rent increase om To		Are you Contesting this Increase in this Petition?*		Did You Receive a Rent Program Notice With the Notice Of Increase?	
4241	8	71	18	\$1185,85	\$44950	XYes	□ No	Yes	🗆 No
L AND NOT	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	2		\$	\$	····	- B No.	E Yes-	- D-No
				\$	\$	🗆 Yes	🗆 No	🗆 Yes	□ No
	•			\$	\$	🗆 Yes	🗆 No		□ No
				* <b>\$</b>	\$	🛛 Yes	□ No		.□ No
				\$	\$	🗆 Yes	🗆 No		℃No

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For more information phone (510) 238-3721.

\* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a *RAP Notice* with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

X Yes 🗆 No

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:

#### **III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

Are you being charged for services originally paid by the owner? Have you lost services originally provided by the owner or have the conditions changed? Are you claiming any serious problem(s) with the condition of your rental unit?

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

#### **IV. VERIFICATION:** The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

enduck **Tenant's Signature** 

25/18

<u>V. MEDIATION AVAILABLE</u>: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal hearing before a different Rent Adjustment Program Hearing Officer.

You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services.

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program). <u>The Rent Adjustment Program will not schedule a</u> <u>mediation session if the owner does not file a response to the petition</u>. Rent Board Regulation 8.22.100.A.

#### If you want to schedule your case for mediation, sign below.

I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).

Tenant's Signature

Date

#### VI. IMPORTANT INFORMATION:

#### Time to File

This form must be received at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. Ways to Submit. <u>Mail to:</u> Oakland Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612; <u>In person</u>: Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Floor, Oakland; <u>RAP Online Petitioning System:</u> http://rapwp.oaklandnet.com/petition-forms/. For more information, please call: (510) 238-3721.

#### File Review

Your property owner(s) will be required to file a response to this petition with the Rent Adjustment office within 35 days of notification by the Rent Adjustment Program. When it is received, the RAP office will send you a copy of the Property Owner's Response form. Any attachments or supporting documentation from the owner will be available for review in the RAP office by appointment. To schedule a file review, please call the Rent Adjustment Program office at (510) 238-3721. If you filed your petition at the RAP Online Petitioning System, the owner may use the online system to submit the owner response and attachments, which would be accessible there for your review.

#### VIL HOW DID YOU LEARN ABOUT THE RENT ADJUSTMENT PROGRAM?

Printec

- Printed form provided by the owner Pamphlet distributed by the Rent Adjustment Program
- Legal services or community organization
- Sign on bus or bus shelter

Rent Adjustment Program web,site Other (describe): Been here

Rev. 7/31/17

For more information phone (510) 238-3721.

# Addendum A-Decrease in Services

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Note:I calculated the estimated value of loss of service by weighing how much each problem affected my health and safety of and my ability to live comfortably in the premises.

Description of Decreased Service	Approximate Date this Service was Lost	Date Tenant Notified Landlord and how	Date fixed, if	Estimated Value to Loss of Service
· · · · · · · · · · · · · · · · · · ·	· · ·		any	
1. Ceiling flooded through light	April 10, 2018	April 10, 2018	Not	20%
fixture in bedroom, causing water			fixed	
damage to ceiling and furniture.		• • • • • • • • • • • • • • • • • • •		
Mold discovered in fixture and				
developed around water damage.	· · ·			
2. Walls in kitchen and living room	July 2017	At time it occurred	Not	10%
cracked and damaged due to ongoing			fixed	
construction				
3. Window sills need painting;	May 2017	At time it occurred	Not	10%
caulking material			fixed	
		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		
4. Bathroom: Tub enamel is peeling;	May 2017	April 24, 2018	Not	10%
mold growing out of bottom of			fixed	
shower				
and a second sec				
5. No hallway lights. Lights shorted	April 11, 2018	At time it occurred	Not	10%
out when leak in bedroom fixture			fixed	
occurred				

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6. No heat			May 2017	At time it occurred
	-			
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7. No functional smoke or carbon monoxide detectors	Since inception of tenancy	Brought to their attention many times	Not fixed	10%
8. Stove is not functional	November 2017	April 24, 2018	Not fixed	10%
9. Doors to balcony not secure. Seals were broken during construction	October 2017	April 24, 2018	Not fixed	10%

Not

fixed

30%

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 CITY OF OAKLAND	For date stamp.
RENT ADJUSTMENT PROGRAM	THI ARTIMETER HEREN
P.O. Box 70243	2010 JUL 17 PM 12: 12
Oakland, CA 94612-0243	
(510) 238-3721	<b>PROPERTY OWNER</b>
	RESPONSE

# <u>Please Fill Out This Form As Completely As You Can</u>. Failure to provide needed information may result in your response being rejected or delayed.

#### **CASE NUMBER T 18 - 0249**

Your Name Lucky Stewart Dave Wasserman Hanover Lakeview Apts, LP	Complete Address (with zip code) 1145 Brush St. San Francisco, CA	Telephone: 510-444-9700 Email: sfbuildings@gmail.com
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank H. Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400 Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com
Tenant(s) Name(s) Denise Reber- Kendrick, et. al.	Complete Address (with zip code) 315 Hanover, Ave. #301 Oakland, CA 94606	
Property Address (If the property has more 315 Hanover Ave., Oakland	· · · · ·	Total number of units on property 13

Have you paid for your Oakland Business License? Yes  $\square$  No  $\square$  Lic. Number: <u>00190453</u> The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.** 

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes  $\square$  No  $\square$  APN: 22-308-25 The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. Please provide proof of payment.

Date on which you acquired the building: 06/21/18.

Is there more than one street address on the parcel? Yes  $\Box$  No  $\blacksquare$ .

Type of unit (Circle One): House / Condominium/ Apartment, room, or live-work

**<u>I. JUSTIFICATION FOR RENT INCREASE</u>** You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent

For more information phone (510)-238-3721.

Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

You must prove the contested rent increase is justified. For each justification checked on the following table, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts, and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.

Date of Contested Increase	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Debt Service	Fair Return	Costa- Hawkins
7/1/18							X

If you are justifying additional contested increases, please attach a separate sheet.

**<u>II. RENT HISTORY</u>** If you contest the Rent History stated on the Tenant Petition, state the correct information in this section. If you leave this section blank, the rent history on the tenant's petition will be considered correct

The tenant moved into the rental unit on Dec 1, 2002 .

The tenant's initial rent including all services provided was: \$ 900 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants? Yes \_\_\_\_\_ No \_\_\_\_\_ I don't know \_\_\_\_\_

If yes, on what date was the Notice first given? Upon move-in by prior ownersper hearing decison in case T13-0076; Reber vs Rosen and by Hanover Lakeview Apts., LP upon ownership change on or about 6/21/18 Is the tenant current on the rent? Yes X No

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

Date Notice Given	Date Increase Effective	Ren	t Increased	Did you provide the "RAP NOTICE" with the notice
(mo./day/year)		From	То	of rent increase?
2/1/18	4/1/18	\$ 1158.67	\$ 1185.85	XYes □ No
12/29/15	2/1/16	\$ 1102.45	\$ 1158.67	Yes 🗆 No
	2/1/15	\$ 1043.00	\$ 1102.45	XYes 🗆 No
12/18/13	2/1/14	\$ 981.00	\$ 1043.00	Yes 🗆 No
12/20/12	2/1/13	\$ 900.00	\$ 981.00	Yes 🗆 No

For more information phone (510)-238-3721.

#### III. EXEMPTION

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

□ The unit is a single family residence or condominium exempted by the Costa Hawkins Rental Housing Act (California Civil Code 1954.50, et seq.). If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:

- 1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
- 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
- 3. Was the prior tenant evicted for cause?
- 4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
- 5. Is the unit a single family dwelling or condominium that can be sold separately?
- 6. Did the petitioning tenant have roommates when he/she moved in?
- 7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?

 $\Box$  The rent for the unit is **controlled**, **regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

 $\Box$  The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

 $\Box$  On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house less than 30 days.

 $\Box$  The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction.

 $\Box$  The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory owned and operated by an educational institution.

 $\Box$  The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

#### IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

#### \*\* Please See Appendix A \*\* V. VERIFICATION

I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.

Property Owner's Signature

7/13/18

Date

3

Rev. 3/28/17

For more information phone (510)-238-3721.

#### **IMPORTANT INFORMATION:**

#### **Time to File**

This form **<u>must be received</u>** by the Rent Adjustment Program (RAP), P.O. Box 70243, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

You can date-stamp and drop your Response in the Rent Adjustment drop box at the Housing Assistance Center.. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m.

#### **File Review**

You should have received a copy of the petition (and claim of decreased housing services) filed by your tenant. When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

#### **Mediation Program**

Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. Your tenant may have agreed to mediate his/her complaints by signing the mediation section in the copy of the petition mailed to you. If the tenant signed for mediation and if you also agree to mediation, a mediation session will be scheduled before the hearing with a RAP staff member trained in mediation.

If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 238-3721 to make arrangements. Any fees charged by a non-staff mediator are the responsibility of the parties that participate. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

# If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign below.

I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.

For more information phone (510)-238-3721.

Property Owner's Signature

Date

4

Rev. 3/28/17

#### T18-0249 Reber-Kendrick v. Wasserman-Stern Law Offices

#### Appendix A

The owner of the property is Hanover Lakeview Apartments, LP and Lucky Stewart is the Owner Agent. Dave Wasserman and the Wasserman – Stern Law Offices are the Owner's council. Greg and JR McConnell of The McConnell Group are the Owner representatives in this case. Please adjust the name of the case to properly reflect ownership, and please remove Mr. Wasserman from the mailing list. All correspondence should go to the Owner and Owner Representatives at the addresses included on this Appeal form.

The owner contests the tenant petition and respectfully responds by saying that the tenant is entitled to no relief under the petition:

- (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%. Owner disputes this claim. Increase was justified by the Costa-Hawkins Housing Act. Owner will provide evidence at hearing.
- (c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase. Rev. 7/31/17 For more information phone (510) 238-3721 Owner disputes this claim. Increase was justified by the Costa-Hawkins Housing Act and does not require pre-approval from the Rent Adjustment Program. Owner will provide evidence at hearing.
- (g) The increase I am contesting is the second increase in my rent in a 12-month period. Owner disputes this claim. Increase was not second increase in a 12-month period. Owner will provide evidence / testimony at hearing.
- (h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page) Owner disputes this claim. Owner will provide evidence / testimony at hearing.

(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease

- in housing services.)
  - 1. Water Damage

Owner disputes this claim. Owner will provide evidence / testimony at hearing.

Cracked Walls – Kitchen and Living Room
 Owner disputes this claim. Owner will provide evidence / testimony at hearing.

3. Window Sills - Paint

Owner disputes this claim. Owner will provide evidence / testimony at hearing.

- Bathtub Peeling Enamel and Mold
   Owner disputes this claim. Owner will provide evidence / testimony at hearing.
- 5. Hall Lights Owner disputes this claim. Owner will provide evidence / testimony at hearing.
- Heat Not Functioning Owner disputes this claim. Owner will provide evidence / testimony at hearing.
- Stove Not Functioning Owner disputes this claim. Owner will provide evidence / testimony at hearing.
- 8. Balcony Doors. Owner disputes this claim. Owner will provide evidence / testimony at hearing.

Owner reserves the right to supplement this response with testimony at hearing and evidentiary documentation prior to hearing, per RAP regulations.

DATE:02/16/2018 CK#:391 TOTAL:\$3,056.41\*\*\* BANK:Hanover Lakeview Checking(0142-ck) PAYEE:OAKLAND BUSINESS TAX(610062)

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Property	Account	Invoice - Date	Description	Amount
0142	6010	4597343749 - 02/16/2018	Acct# 00190453	3,056.41

DATE:02/16/2018 CK#:391 TOTAL:\$3,056.41\*\*\* BANK:Hanover Lakeview Checking(0142-ck) PAYEE:OAKLAND BUSINESS TAX(610062)

Property	Account	Invoice - Date	Description	Amount
0142	6010	4597343749 - 02/16/2018	Acct# 00190453	3,056.41
				3,056.41

HANOVER LAKEVIEW APARTMENTS, L	<b>-P</b>
MERIDIAN MANAGEMENT GROUP	
TRUST ACCOUNT	
1145 BUSH STREET	
SAN FRANCISCO, CA 94109	

First Republic Bank 2001 Van Ness Avenue San Francisco, CA 94109 391

11-8166/3210

\$3,056.41\*\*\*

\*\*\*\* THREE THOUSAND FIFTY SIX AND 41/100 DOLLARS

TO THE ORDER OF

# NON-NEGOTIABLE

02/16/2018

OAKLAND BUSINESS TAX PO BOX 101515 PASADENA, CA 91189-0005

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#### CITY OF OAKLAND - 2018 BUSINESS TAX DECLARATION (Green)

#### **BUSINESS TAX RENEWAL**

510-238-3704

#### 2018 RENEWAL TAX

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#### Renew & Pay Online @ HTTPS://LTSS.OAKLANDNET.COM

#### Delinquent if paid/postmarked after March 1, 2018

#### **SECTION I - BUSINESS INFORMATION**

1. ACCOUNT NUMBER: 00190453 2. TAX	RATE: \$13.95 per \$1,000	3. INDUSTRY CODE:	M				
4. Mailing Address: RUSSELL FLYNN HANOVER LAKEVIEW APTS. LP 1717 POWELL ST STE 300 SAN FRANCISCO, CA 94133-2823 LADHLA	and you MUST submit a Form 4506T <u>http://irs.gov/pub/irs.pdf/f4506t.pdf</u> .						
5. Business Name: HANOVER LAKEVIEW APARTMENTS. LP							
6. Business Location:       315 HANOVER AVE, OAKLAND, C         7. Business Phone Number:       (415) 989-1717 x 121	C <b>A 94606-1361</b> 8. Email .	Address: DENI@FLYNNINV.COM					
9. State Contractor's License Number: 11. 1st Owner's Name: <b>Russell P. Flynn</b>		rship Type: Partnership wner's Name:					
<ul> <li>SECTION II - CALCULATE THE 2018 TAXES DUE: Please include</li> <li>13. 2018 TAX BASE (2017 Gross Rental Income)</li> <li>14. 2018 TAX DUE (Multiply Line 13 by .01395 OR enter \$13.95, whichever is greater)</li> <li>15. PENALTY DUE (see box at right if paying after 3/1/2018)</li> <li>16. INTEREST DUE (see box at right if paying after 3/1/2018)</li> <li>17. PRIOR AMOUNT DUE (Go to HTTPS://LTSS.OAKLANDNET.COM for the recurrent balance due)</li> <li>18. RECORDATION AND TECHNOLOGY FEE</li> <li>19. State Mandated Disability Access and Education Revolving Fund</li> <li>20. TOTAL AMOUNT DUE (Add Lines 14-19)</li> </ul>	13.\$ 2 <u>1.</u> s 14.\$ <u>6</u> 15.\$ 16.\$	$\begin{array}{c} 00.00) \\ 8,667.53 \\ \hline 8,667.53 \\ \hline 8,667.53 \\ \hline 9,050.44 \\ \hline 0 \\ $	n tax): id between 1/2018) OR fter 5/1/2018) + <i>penalty):</i> on tax + penalty) until paid eclaration shall				
PAYMENT OPTIONS - YOU CAN NOW PAY ONLINE I         ONLINE:       VISA, MasterCard, Discover or eCheck at HTTPS://LTSS.OAKLANDNET.COM         Enter your account number: 00190453 and your personalized PIN: 781652         BY MAIL:       Send one check per account made payable to "Oakland Business Tax." DO NOT SEND CASH.         IN PERSON:       Cash, Check or VISA, MasterCard or Discover (see reverse for hours & holidays).         SECTION III - HOW TO CLOSE YOUR ACCOUNT:       Was this business or rental property sold or the activity permanently discontinued?         To close your account, complete Section II and remit any applicable payment due. Check Box 4c (above) and complete Line 1 or 2 (below):							
1. Business or Rental Property in Oakland was        To close the account, this declaration must be completed, signed and discontinued on:            returned, with any payment that is due, on or before March 1, 2018.							
If you would like to opt out of paper correspondence please check the box and update your email address on Line 8 above. I hereby declare, upder penalty of perjury, that the promotion contained herein is to the best of my knowledge, true and complete. Signed: That the promotion contained herein is to the best of my knowledge, true and complete. Phone: (415) 434 - 9700 Date: 2/15/2018 Renew & Pay online @ HTTPS://LTSS.OAKLANDNET.COM							

DAFE:02/06/2018 CK#:375 TOTAL:\$884.00\*\*\*\*\* BANK:Hanover Lakeview Checking(0142-ck) PAYEE:CITY OF OAKLAND - RAP(7000293)

Property	Account	Invoice - Date	Description	Amount
0142	5320	00190454 - 02/06/2018	00190454	884.00
				884.00

DATE:02/06/2018 CK#:375 TOTAL:\$884.00\*\*\*\*\* BANK:Hanover Lakeview Checking(0142-ck) PAYEE:CITY OF OAKLAND - RAP(7000293)

Property	Account	Invoice - Date	Description	Amount
0142	5320	00190454 - 02/06/2018	00190454	884.00
				884.00

HANOVER LAKEVIEW APARTMENTS, LP MERIDIAN MANAGEMENT GROUP TRUST ACCOUNT 1145 BUSH STREET SAN FRANCISCO, CA 94109

First Republic Bank 2001 Van Ness Avenue San Francisco, CA 94109

11-8166/3210

375

\$884.00\*\*\*\*\*

02/06/2018

\*\*\*\* EIGHT HUNDRED EIGHTY FOUR AND 00/100 DOLLARS TO THE ORDER OF

CITY OF OAKLAND - RAP P.O. BOX 101517 PASADENA, CA 91189-0009

#### NON-NEGOTIABLE

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CITY OF OAKLAND - 2018 Rent Adjustment Program	(RAP)	
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**1. ACCOUNT NUMBER:** 

(510) 238-3704

#### Renew & Pay Online @ HTTPS://LTSS.OAKLANDNET.COM

Delinquent if paid after March 1, 2018

00190454 2. PARCEL: 022 -0308-025-00

3. Rental Location: 315 HANOVER AVE, OAKLAND, CA 94606-1361	
5. Mailing Address: RUSSELL FLYNN HANOVER LAKEVIEW APTS. LP 1717 POWELL ST STE 300 SAN FRANCISCO, CA 94133-2823	Check the following box(es):         4a. If you are making corrections on any of the pre-printed information on Lines 5-7.         4b. If your property was sold or foreclosed: Complete Line 17
6. Phone Number:       (415) 989-1717 x 121         8. Total Number of Units per Alameda County Records :       13	7. Email Address: DENI@FLYNNINV.COM
<ul> <li>9. EXEMPTIONS CLAIMED FOR 2018 (Claim all that apply).</li> <li>See instructions on reverse side for full explanation: <ul> <li>a. Owner-Occupied Unit</li> <li>b. Off the Rental Housing Market (attach explanation)</li> <li>c. Motel, Hotel or Rooming House</li> <li>d. Hospital, Convent or Monastery</li> <li>e. Newly-Constructed</li> <li>f. Owner-Occupied Duplex or Triplex</li> </ul> </li> <li>10. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines 9a through 9f): You may be required to show proof of exemptions.</li> </ul>	Number of Exempt Units         a.         b.         c.         d.         e.         f.         10.
<ol> <li>NET CHARGEABLE UNITS: (Deduct Line 10 from the total units pre-printed on Line 8)</li> <li>FEE DUE (Multiply Line 11 by \$68.00):</li> <li>PENALTY DUE (See box to the right if paid after 3/1/2018):</li> <li>INTEREST DUE (See box to the right if paid after 3/1/2018):</li> <li>PRIOR AMOUNT DUE: (Go to <u>HTTPS://LTSS.OAKLANDNET.COM</u> for the most current balance due)</li> <li>TOTAL DUE (Add Lines 12- 15):</li> </ol>	11. $13$ PENALTY & INTEREST IS DUE12. $884 \cdot 00$ IF PAID AFTER MARCH 1, 201813. $0$ $3/2/2018$ and $41/2018$ 14. $0$ $3/2/2018$ and $5/1/2018$ 15. $$0.00$ $1NTEREST$ (on service fee + penalty):16. $884 \cdot 00$

#### 17. Was this rental property sold or the activity permanently discontinued?

To close your account, complete appropriate items and remit any applicable payment. Check Box 4b (above) and complete items a. or b. (below).

a. Rental activity was discontinued on: \_\_/\_\_/ b. Property was sold or foreclosed on: \_\_/\_\_/\_\_\_

If you would like to opt out of paper correspondence please check the box and update your email address on Line 7 above.

I hereby declare, under penalty of gerjury, that all information contained on this declaration is true and correct. 18 \_ TITLE: Acety MGR DATE thappon 0

**PAYMENT OPTIONS - YOU CAN NOW PAY ONLINE !** 

SIGNED:

**ONLINE:** VISA, MasterCard, Discover or eCheck at HTTPS://LTSS.OAKLANDNET.COM Enter your account number: 00190454 and your personalized PIN: 819853 BY MAIL: Send one check per account made payable to "City of Oakland - RAP." DO NOT SEND CASH. IN PERSON: Cash, Check or VISA, MasterCard or Discover (see reverse for hours & holidays).

#### Renew & Pay online @ HTTPS://LTSS.OAKLANDNET.COM

000029

THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

# NOTICE TO CHANGE TERMS OF TENANCY -RENT INCREASE NOTICE-

To Ardie Kendrich (original occupant), Denise Kendrich (also known as Denise L. Reber) (original occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

> 315 Hanover Avenue Apartment 301 City of Oakland, County of Alameda, State of California 94606 --including all associated housing and parking privileges-- (the "Premises")

You are hereby notified that, effective July 1, 2018, not less than sixty (60) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$1,185.85 per month to four thousand four hundred ninety-five dollars (\$4,495) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the *Rental Agreement* dated December 1, 2002 and all addendums thereto will remain unchanged.

You are further notified that 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.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupants, Ardie Kendrich and Denise Kendrich, no longer permanently reside at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the <u>Costa-Hawkins Rental Housing Act</u> (Civil Code Sections 1954.50, et <u>seq.</u>), please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

Costa-Hawkins Rent Increase for 315 Hanover Avenue, Apartment 301, Oakland, CA

m

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

(C) Acceptance of rent by the owner shall not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

Information and advice regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: <u>www.oaklandnet.com</u>. Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program.

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

Dated: April 23, 2018

WASSERMAN-STERN

By:

DAVID P. WASSERMAN, Esq., Attorneys and Duly Authorized Agents for the Landlord/Owner, Hanover Lakeview Apartments, L'P

#### Wasserman-Stern Law Offices

2960 Van Ness Avenue San Francisco, CA 94109 Tel. No.: (415) 567-9600 Fax. No.: (415) 567-9696 Email: dwasserman@wassermanstern.com

Costa-Hawkins Rent Increase for 315 Hanover Avenue, Apartment 301, Oakland, CA 3

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043 Department of Housing and Community Development Rent Adjustment Program

TEL (510) 238-3721 FAX (510) 238-6181 TDD (510) 238-3254

#### NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition.
   If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22,600). (City Council Ordinance No. 13265 C.M.S.)
- The owner \_\_\_\_\_ is \_\_\_\_ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was

#### TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit\_\_\_\_\_, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at

I received a copy of this notice on		
	(Date)	(Tenant's signature)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

tomey Or Party Without Attorney (Name and Address		Edite Contribution in the second s	Tele	ephone:	FOR CO	DURT USE ONLY
DAVID P. WASSERMAN,	ESQ. (1719	23)	(415)	567-9600		
WASSERMAN-STERN LAW	/ OFFICES					
2960 Van Ness Avenue,	Suite B					1
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ARDIE KENDRICH, DENISE	KENDRICH A	ND AOO				
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At the time of service I was at least 18 years of age and not a party to this action. On April 24, 2018, I served the within:

NOTICE TO CHANGE TERMS OF TENANCY - RENT INCREASE; NOTICE TO TENANT OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

on the defendant in the within action by placing a true copy in a sealed envelope with postage fully prepaid for first class in the United States mail at San Francisco, California, addressed as follows:

ARDIE KENDRICH, DENISE KENDRICH AND ANY/ALL OTHER OCCUPANTS 315 Hanover Avenue, Apartment 301 Oakland, CA. 94606

Person serving: Cordelia Fowler **Wheels of Justice, Inc.** 52 Second Street, Third Floor San Francisco, California 94105 Phone: (415) 546-6000 a. Fee for service:

d. Registered California Process Server

(1) Employee or independent contractor

(2) Registration No.: 1406

(3) County: Alameda

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

Date: April 24, 2018

Signature: ( 12-2

Cordelia Fowler



Judicial Council form, rule 982(a) (23)

**CITY OF OAKLAND** 



#### DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

#### <u>ORDER</u>

#### CASE NUMBER: T18-0249 Reber-Kendrick v. Wasserman-Stern Law Offices

#### PROPERTY ADDRESS: 315 Hanover Avenue, Unit 301, Oakland, CA

An Amended Notice of Remote Settlement Conference and Hearing was served to all parties with a proof of service on August 25, 2020, setting a remote hearing date for December 14, 2020, at 10:00 a.m.

On September 9, 2020, the tenant submitted a Request to Change Date of Proceeding, requesting that the hearing be postponed until a hearing can be held in person at the Rent Adjustment Program office. In her request, the tenant states that she does not have a computer or a smartphone to participate in a Zoom hearing. She only has a flip phone for phone calls.

Rent Adjustment Ordinance Regulation 8.22.110(A) states that a hearing may only be postponed for "good cause and in the interest of justice," and that a request for postponement must be made on the earliest possible date, with supporting documentation attached. A Party may be granted only one postponement for good cause, unless the party shows "extraordinary circumstances."

The Regulation states that "good cause" includes, but is not limited to:

- "Verified illness of a party, an attorney, or other authorized representative of a party or material witness of the party;
- Verified travel plan scheduled before the receipt of notice of hearing;
- Any other reason that makes it impractical to appear at the scheduled date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute 'good cause.'"

The information submitted does not constitute good cause. Due to the Covid-19 pandemic, the Rent Adjustment Program office is closed to the public and all hearings are being held remotely via Zoom. Hearings will be held remotely indefinitely and there is no projected date for in-person hearings to resume. Additionally, the tenant does not need a computer or smartphone to participate in a Zoom hearing, she may dial into the hearing using her flip phone. The request for continuance is **DENIED**. The hearing

shall take place as scheduled on **December 14, 2020, at 10:00 a.m.** If the hearing is not completed on December 14, 2020, a second day of hearing will be held on **December 16, 2020, at 10:00 a.m.** 

Dated: October 1, 2020

Maimoona Ahmad

MAIMOONA SAHI AHMAD, ESQ. Hearing Officer Rent Adjustment Program

#### PROOF OF SERVICE Case Number T18-0249

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California 94612.

Today, I served the attached **ORDER** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California, addressed to:

#### Owner

Lucky Stewart & Dave Wasserman Hanover Lakeview Apts. LP 1145 Bush Street San Francisco CA 94109

#### **Owner Representative**

Greg & JR McConnell The McConnell Group 300 Frank H. Ogawa Plaza, #460 Oakland, Ca 94612

#### Tenant

Denise Reber-Kendrick 315 Hanover Street, Unit #301 Oakland, CA 94606

#### **Tenant Representative**

Jeff Pettibone Pettibone Tenant Law 1215 K Street, 17<sup>th</sup> Floor Sacramento, CA 95814

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 16, 2020 in Oakland, California.

Roberto F. Costa Oakland Rent Adjustment Program

**CITY OF OAKLAND** 



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

#### ORDER RE SUBMISSION OF EVIDENCE

#### CASE NUMBER: T18-0249 Reber-Kendrick v. Wasserman-Stern Law Offices

PROPERTY ADDRESS: 315 Hanover Avenue, Unit 301, Oakland, CA

An Amended Notice of Remote Settlement Conference and Hearing was served to all parties with a proof of service on August 25, 2020, setting a remote hearing date in this case for December 14, 2020, at 10:00 a.m. At that time, the parties were also notified that the hearing will be a de novo proceeding.

In preparation for the upcoming de novo hearing, which will be held remotely via the online platform Zoom, the parties are directed to resubmit all evidence they wish to be considered at the hearing. Due to the volume of potential evidence, and the constraints of a remote hearing, all evidence must be submitted electronically at least seven days before the hearing. All proposed evidence must also be served to the opposing party. Additionally, to ensure due process and judicial efficiency during the remote proceeding, all proposed evidence must be submitted in the following format:

1. All proposed evidence must be submitted as a single PDF file by each party, and if the PDF file exceeds 15 pages, all pages must be numbered.

2. The proposed evidence must be organized into exhibits. All proposed tenant exhibits must be labeled alphabetically and all proposed owner exhibits must be labeled numerically.

Finally, please note that any further postponement requests in this case must be agreed to by both parties and submitted jointly.

Dated: November 6, 2020

Maimoona Ahmad

MAIMOONA SAHI AHMAD, ESQ. Hearing Officer Rent Adjustment Program

#### PROOF OF SERVICE Case Number T18-0249

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California 94612.

Today, I served the attached **ORDER RE SUMISSION OF EVIDENCE** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California, addressed to:

#### Owner

Lucky Stewart & Dave Wasserman Hanover Lakeview Apts. LP 1145 Bush Street San Francisco CA 94109

#### **Owner Representative**

Greg & JR McConnell The McConnell Group 300 Frank H. Ogawa Plaza, #460 Oakland, Ca 94612

#### Tenant

Denise Reber-Kendrick 315 Hanover Street, Unit #301 Oakland, CA 94606

#### **Tenant Representative**

Jeff Pettibone Pettibone Tenant Law 1215 K Street, 17<sup>th</sup> Floor Sacramento, CA 95814

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 10, 2020 in Oakland, California.

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Robert F. Costa Oakland Rent Adjustment Program

#### T18 – 0249 Denise Reber Kendrick v. Lucky Stewart, et al.

#### Case Summary:

Petitioner, Ms. Denise Reber-Kendrick, has lived at 315 Hanover Ave., #301, Oakland, California 94606 ("Premises"), continuously, as her primary residence, since 1997 -- approximately 24 years. On April 25, 2018, she filed a Tenant Petition:

- (1) Seeking Rent Reduction for Reduced Services and Habitability Violations; and
- (2) Contesting an Unlawful Rent Increase By Proving Her Continuous Primary Residence.

#### (1) Rent Reduction:

In or around December 2017, the present landlords, led by Lucky Stewart, hired a construction crew that ruined Ms. Reber Kendrick's quiet enjoyment of the Premises. Workers caused excessive noise, entered Petitioner's bedroom in the morning while she slept, entered while she was out (as evidenced by an iPad they left behind), and caused dust to accumulate throughout the unsecured Premises.

Beyond noise and illegal entries that ruined her quiet enjoyment, the Premises lacked the characteristics of a habitable dwelling. The Premises was riddled with dust, lacked adequate weather protection, lacked heat, lacked a functional stove, suffered water intrusion, presented surface contamination, and otherwise presented substandard living conditions and habitability defects as defined by California Civil Code § 1941.1, *et seq.*, and California Health & Safety Code § 17920, *et seq.* <u>Please see the tables specifying multiple substandard conditions and habitability defects found at pp. 5 & 6 of the operative Petition. Additionally, please also see photographs evidencing some of the substandard conditions found in your case file.</u>

#### (2) Contesting Unlawful Rent Increase By Proving Continuous Residence:

Soon after purchasing the subject property in or around November 2017, the landlords began making informal buyout offers. Petitioner rejected these offers on the basis of her stated plan to retire in the rent-controlled unit in which she had raised her children. Petitioner also told management that she would be traveling frequently in 2018 to finish off a contract that was meant to help her retire by 2020.

Unfortunately, with this knowledge in mind, the landlord in this matter hired a private investigator and surveillance specialist to attempt leveraging Petitioner's travel schedule to make it appear as if Petitioner had moved out of the Premises.

In April 2018, the landlord issued an unlawful rent increase -- from \$1,185 to a whopping \$4,495 per month -- on the erroneous basis that Ms. Kendrick no longer used the Premises as her primary residence as of March 2018. Specifically, the landlord claims Petitioner had moved to Stockton, Ca., where Petitioner's estranged (effectively "ex") husband resides in the couple's former investment property.

As shown in the attached Declaration (Ex. A.), and in all supporting documents provided by Petitioner *and* the landlord, Petitioner never changed her primary residence. Rather, during the period of March 2018 to May 2018, Petitioner traveled every week from Oakland to Stockton and American Canyon to establish facilities for Leavitt Machinery, a Canadian company entering the U.S. market.

As the landlord's own video footage shows, Petitioner returned to the Premises each week to rest in her bed and gather clothing for the next week's travels. After the period of March 2018 through May 2018, having established satellite offices in Stockton and American Canyon, Petitioner returned home more frequently.

Petitioner asks that you review the audio on a disc found in the case file, inside a small manila envelope, so that you may hear testimony from (1) "Jean," the manager who was hired to prove Petitioner vacated and (2) the surveillance person who testified she was hired for the sole purpose of surveilling Petitioner entering the unit. Each testified that they knew Petitioner returned each week. Each testified that they never made any effort to prove Petitioner had actually vacated beyond (a) watching surveillance videos and (b) seeing that some boxes were left outside of the Premises following a water intrusion event. Please also note that the surveillance video and expert from the last hearing have apparently been withdrawn.

Today, the landlord's case file shows only: (1) A private investigator's failed attempt to track Petitioner, which shows no images of Petitioner whatsoever; (2) Tracking of vehicles registered to Petitioner; (3) Records of a real estate purchase in Stockton, California; and (4) An alarming, *creepy* amount of irrelevant Facebook printouts. Landlords have presented no evidence to support their claim that Petitioner moved.

Indeed, declarations provided by Petitioner's co-workers and other tenants in the subject property show that Petitioner has used the Premises as her primary residence, continuously, for her entire 24-year tenancy.

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an 1111) Miles +	CITY OF OAKLAND	For date stamp.
State -	<b>RENT ADJUSTMENT PROGRAM</b>	2018 APR 25 PM 1:35
ARMES .	P.O. Box 70243	1.55
	Oakland, CA 94612-0243	
CITY OF OAKLAND	(510) 238-3721	TENANT PETITION

<u>Please Fill Out This Form As Completely As You Can</u>. Failure to provide needed information may result in your petition being rejected or delayed.

**Please** print legibly

Your Name Denise Reber-Kendi	acci 315 Harover Av Oakland, CA. 94	e#301 SIO-205-8050 606 E-maileosen@AOL.Com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) Harover Lakeview Apts. LP	Mailing Address (with zip code) LL refuses to provide mailin address	
Property Manager or Management Co (if applicable) Caroline 415-34 Jeanne		Telephone: 510-444-9700 Email: Harown @gma
Number of units on the property:	13	
Type of unit you rent. (check one)	House Condominiu	m Apartment, Room, or Live-Work
Are you current on your rent? (check one)	Yes 🗆 No	9 <b>1</b>

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)

<u>I.-GROUNDS FOR PETITION: Check all that enply. You must check at least one box: For all of the</u> grounds for a petition see OMC 8.22.070 and OMC 8.22.090. I (We) contest one or more rent increases on one or more of the following grounds:

(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.

(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.

(c) Lireceived a rent increase notice before the property owner received approvel from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

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Rev. 7/31/17

For more information phone (510) 238-3721.

	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
- (1	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
X	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
Х	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
1	(I) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised illegally after the unit was vacated as set forth under OMC 8.22.080.

## **<u>II. RENTAL HISTORY</u>**: (You must complete this section)

Date you moved	i into the Unit:	1997 I	nitial Rent: \$ 900, 9	<u> </u>
When did the or existence of the	wner first provide Rent Adjustment	you with the RAP NOTICE Program? Date:	a written NOTICE TO THE	ENANTS of the vided, enter "Never."
Is your rent sub	sidized or controlle	ed by any government agend	cy, including HUD (Section	n 8)? Yes (No)
you need addit	ional space, please	ant to challenge. Begin wi e attach another sheet. If ust check "Yes" next to ea	you never received the R.	AP Notice you can
Date you received the notice (mo/day/year)	Date increase goes into effect .(mo/day/year)	Monthly rent increase	Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of

							Increase?	
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10	117 67.8 21				S of the second	5	DYes DNo - ?	□ Yes □ No
			and a supervised sector		15	S	🗆 Yes 🗆 No	D Yes DNo

Rev. 7/31/17

For more information phone (510) 238-3721.

Carl March 1

4. ....

\* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a *RAP Notice* with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

X Yes D No

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:

#### **III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

Are you being charged for services originally paid by the owner? Have you lost services originally provided by the owner or have the conditions changed? Are you claiming any serious problem(s) with the condition of your rental unit?

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

#### IV. VERIFICATION: The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

enduck **Tenant's Signature** 

Rev. 7/31/17

For more information phone (510) 238-3721.

V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal hearing before a different Rent Adjustment Program Hearing Officer.

You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services.

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program). The Rent Adjustment Program will pot schedule a mediation session if the owner does not file a response to the petition. Rent Board Regulation \$.22.100.A.

Date

If you want to schedule your case for mediation, sign below.

I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no pharge).

Tenant's Signature

## VI. IMPORTANT INFORMATION:

#### Time to File

This form thist be received at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. Ways to Submit. Mail to: Oakland Rent Adjustment Program, P.Q. Box 70243, Oakland, CA 94612; In person: Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Denter, Dalziel Building, 256 Frank H. Ogawa Plaza, 6ª Floor, Oakland; RAP Online Petitioning System: http://rapwp.baklandnet.com/petition-forms. For more information, please call: (510) 238-3721.

#### File Review

Your property owner(s) will be required to file a response to this petition with the Rent Adjustment office within 35 days of notification by the Rent Adjustment Program. When it is received, the RAP office will send rou a copy of the Property Owner's Response form. Any attachments or supporting documentation from the wher will be available for review in the RAP office by appointment. To schedule a file review, please call the cent Adjustment Program office at (510) 238-3721. If you filed your petition at the RAP Online Petitioning ystem, the owner may use the online system to submit the owner response and attachments, which would be coessible there for your review.

#### IL HOW DID YOU LEARN ABOUT THE RENT ADJUSTMENT PROGRAM?

Printed form provided by the owner

- Pamphlet distributed by the Rent Adjustment Program
- Legal services or community organization
- Sign on bus or bus shelter
- Rent Adjustment Program web site Other (describe): Been here

#### Addendum A-Decrease in Services

C. H. BLAND S. F. S.

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Note: I calculated the estimated value of loss of service by weighing how much each problem affected my health and safety of and my ability to live comfortably in the premises.

Description of Decreased Service	Approximate Date this Service was Lost	Date Tenant Notified Landlord and how	Date fixed, if any	Estimated Value to Loss of Service		
1. Ceiling flooded through light fixture in bedroom, causing water damage to ceiling and furniture. Mold discovered in fixture and developed around water damage.	April 10, 2018	April 10, 2018	Not fixed	20%		
2. Walls in kitchen and living room cracked and damaged due to ongoing construction	July 2017	At time it occurred	Not fixed	10%		
3. Window sills need painting; caulking material	May 2017	At time it occurred	Not fixed	10%		
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4. Bathroom: Tub enamel is peeling; mold growing out of bettom of shower	May 2017	April 24, 2018	Not fixed	10%		
5. No hallway lights. Lights shorted out when leak in bedroom fixture occurred	April 11, 2018	At time it occurred	Not fixed	10%		

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6. No heat	May 2017	At time it occurred	Not fixed	30%
7. No functional smoke or carbon monoxide detectors	Since inception of tenancy			10%
8. Stove is not functional	November 2017	April 24, 2018	Not fixed	10%
9. Doors to balcony not secure. Seals were broken during construction	October 2017	April 24, 2018	Not fixed	10%
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## **EXHIBIT** A

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#### **DECLARATION OF DENISE KENDRICK**

I, Denise Kendrick, do hereby declare, under penalty of perjury:

- 1. I, Denise Kendrick, have personal knowledge of the matters stated below and declare and can competently testify as follows, under penalty of perjury.
- 2. I have enjoyed the apartment at 315 Hanover, #301 ("Premises"), as my permanent and treasured home for the past twenty-four (24) years. It is the only home that I have had for 24 years. This is my permanent home and primary residence, which I always return to. I have my bills, vehicle, and voter registration mailed either to the Premises directly, or to my Oakland PO Box nearby, as the mail was periodically stolen from the mailbox at the Premises. True and correct copies of my Utility Bills, Voting Registration, and Other Mail are attached hereto as **Exhibit A**.
- 3. Regardless of where I travel for business, family, or pleasure, I always have and always will intend to return to the Premises. It is my home. I raised my children in this building and have 24 years of family memories there. My parents owned this building and had me help manage the property until my father sold it in the last three years. I have always intended to retire here. When my mother passed away, we had always had the plan to move my father into the penthouse and that way we could help each other as we grew older. It has always been our family's intention to have the building for our retirement.
- 4. On or around May 1, 2017, I told several tenants of the building at 315 Hannover, that I was selling my prior business, G.F.L. Inc. (addresses at 689 4th Street, Oakland, California 94607, P.O. Box 23824, Oakland, California, which is also a personal P.O. Box, and 151 Darcy Parkway, Lathrop, California 95330), and taking over management of multiple locations for Leavitt Machinery in preparation for my retirement. I will be retiring and going on a fixed income as soon as my tenure at Leavitt is through. True and correct copies of Letter of Intent with Leavitt Machinery and Related Correspondence are attached hereto as Exhibit B.
- 5. I am the youngest of all tenants in the most valuable units in the building, and if I retire here, they will have to keep my unit rent-controlled while I am alive, hopefully 20-25 years or so. These owners are in fact interested in increasing the rent to an unaffordable and illegal rate in order to kick me out of the Premises for precisely this reason. The owner of this building, bought this building, knowing that a lot of the tenants paid under market value rent. They also knew that I would be the only tenant that would not die or move out for many years. They have made many comments like, why don't you let them buy you out? I have repeatedly told them I never plan on leaving. I knew on my limited income that I could afford to live in my unit the rest of my life. Therefore, as soon as I started setting up the new branch in Napa and I was working 5 days a week up there, they used that to try and present that I did not live in my apartment. I must be able to work in order to pay my rent and for the period of time that I finish my contract with Leavitt my job requires that I travel many days of the week. In fact, if they were to prevail in this harassment suit, I would not be able to afford to live in my home or even relocate. I am on a very fixed income and I do not make that much monthly.
- 6. Note that the letter of intent in **Exhibit B** states I am only going to do this job for Leavitt until the end of next year, 2020, and that Leavitt also used my former Lathrop and Oakland addresses to facilitate my starting up their company. When my contact is finished, I will be home seven days a week spending time with my father, my daughters and all my grandchildren that live in Oakland Alameda and San Francisco! As I grow older, this is my only family to care for me.

- 7. The address in Lathrop, 151 Darcy Parkway, is a commercial facility I leased for G.F.L. Inc. True and correct copies of the 2015 Darcy Parkway Lease is attached hereto as **Exhibit C**.
- 8. In the course of selling my former company, G.F.L., I was tasked with opening and managing offices in Lathrop, California and American Canyon/Napa, California. True and correct copies of Literature on the American Canyon Property and Related Correspondence are attached hereto as **Exhibit D**.
- 9. Like G.F.L. used to be, Leavitt is a machinery company that ships its own products and therefore also operates as a trucking company requiring traveling management at multiple locations. Moreover, Leavitt has never operated in California or on the West Coast, and, as such, they needed someone with my specialized management expertise, local infrastructure, and local connections to start a regional office. The purchase of G.F.L. was essentially a takeover that hired me on as the regional manager for Leavitt.
- 10. Though I don't make Apps or other "tech", I am effectively managing a "startup" out here. For this reason, I have been working like a dog. As with any startup, the initial phase required around-the-clock-work. Thus, while starting up a regional construction equipment company, which is effectively a trucking company, across three (3) locations that are hundreds of miles apart (Oakland, Lathrop, and America Canyon/Napa) I was indeed rarely at the Premises for the period of March 2018 to May 2018. I also took periodic time away to work and, God forbid, see family around California. That said, it was always my intention to return to and maintain the Premises as my permanent home, and I have done exactly that. Please again see the documents attached hereto as **Exhibit A**.
- 11. Using my need to make a living and secure a meager retirement as a basis for saying I don't live here as my "permanent residence" would essentially make it illegal to own a business, travel for business, or travel at all while residing in a rent-controlled unit. Taking my home away and taking my ability to retire in my home of 24 years away because I dared to work in the industry I have grown over decades would truly be a travesty of justice. I would not be able to move or relocate anywhere in the Bay area with my meager retirement.
- 12. In fact, as property management is well aware, the people they took harassing video of during my periodic travels in March 2018 through May of 2018 were my family my daughter Shana and her husband. They stayed at the Premises while it was under construction (more on that below) before their permanent move to Australia. Lucky's manager in fact issued *new keys* to my daughter at the building during that period of time. True and correct copies of Shana's One-Way Ticket to Australia is attached hereto as **Exhibit E.**
- 13. Incidentally, while I was away working in Lathrop and American Canyon, the Premises was entirely uninhabitable. The building was under construction. As other neighbors can attest to, the building was full of noise, dust, water intrusion, and invasive construction workers, who would open the building up for two hours every morning, walk around the units without notice or invitation, and then leave for the rest of the day by about 11:00 a.m. The construction was deliberately invasive. I *still* have one of the iPads that a construction worker left in the Premises while I was away. I also have tools and lunch items left in my unit. The 24 notices that they posted were never accurate or correct. I tried to return the iPad, but, as the petitioner to the rent increase does not want to admit to the harassment and illegal entries, they failed to respond.
- 14. I do currently own the Hickock Drive property in Stockton, California, but I purchased this property with my estranged husband, Ardie, way back in 2006 with the hopes of fixing it up and selling it. Ardie is applying the finishing touches as we sit here at the hearing, and the property should be put on the market at or near the beginning of June 2019. We are selling this

property to save for retirement, splitting it in equal portions. The idea that I have ever lived here permanently or intended to live in Stockton permanently while I have the Premises is, frankly, ridiculous. The Stockton property was not the only investment property that I owned. I also had the Harrisburg property and the Twin Cities Road property and business. As I said before, I am liquidating properties so I can retire. I will still have interest in the 4th street commercial property and the Twain Harte cabin, but I do not live in either of them. In fact, this liquidation would have been done before if the market had not crashed in 2007-2009. When the properties regained value, I sold my business and entered into the Leavitt contract so finalization of my life had to be put on hold temporarily.

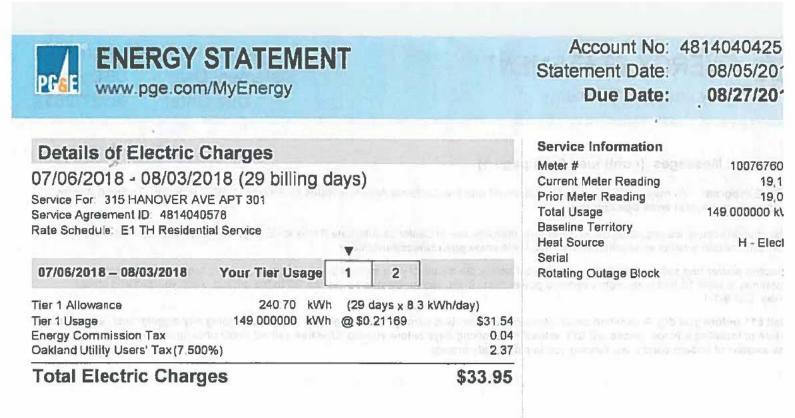
- 15. My other daughter, Dayna Jean, lived at 9812 Hickok Dr. with my grandkids until very recently. To allow us to sell the property, and to get out of Stockton, Dayna Jean recently moved to San Francisco, where she started a daycare business. True and correct copies of Dayna Jean's Proof of Residency at 9812 Hickock are attached hereto as Exhibit F.
- 16. The harassing, invasive photographs taken of the trucks my family owns in and around Stockton and Lathrop areas do not show me -- they just show the license plate of a truck that Ardie and my parts delivery employees drive periodically.
- 17. The truck registration is indeed in Oakland, and please note that the registration for my car is mailed to my daughter courtesy of my address at the Premises. True and correct copies of Toyota Car Registration At the Premises are attached hereto as Exhibit G.
- The Ford truck and my other vehicles are all located and registered in Oakland. True and correct copies of the Ford Truck Registration are attached hereto as Exhibit H.
- 19. This effort to increase my rent is a sham enacted in response to my refusal to accept informal and illegal buyout offers made to me by building management. The time they last raised my rent legitimately was April 1 2018. With the correct rent increase, I think Lucky Stewart realized that they were not going to be able to run me out with 14 months of banging on my unit, so this is his latest attempt to get rid of me and regain the best unit in the building. It appears that they were unsuccessful at spending money to relocate me, so they are spending it stalking me with traffic cameras, stalking my family, and attempting to harass me off the Premises. I feel totally violated knowing that they have spent an endless amount of money literally harassing and stalking my whole family. I feel this almost is worth pursuing criminal stalking and invasion charges. However, at this point, I would just like to retire in peace and not be made homeless out in the street. This rent increase and its purported bases are unfounded and really just intended to force me out through intimidation and tenant harassment otherwise prohibited by Oakland's municipal code.

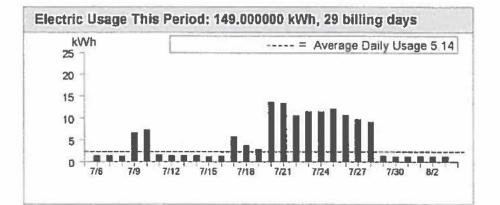
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification is executed at Oakland, California, on March 4, 2019.

Alamede County nice Kenduck

# **EXHIBIT A To Declaration**

Petitio 00054





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Visit www.pge.com/MyEnergy for a detailed bill comparison.

Page 3 of 4

Petitio00055



#### Service For:

DENISE REBER 315 HANOVER AVE APT 301 OAKLAND, CA 94606

#### Questions about your bill?

Monday-Friday 7 a.m.-9 p.m. Saturday 8 a.m.-6 p.m. Phone: 1-800-743-5000 www.pge.com/MyEnergy

#### Local Office Address

1425 Clay St OAKLAND, CA 94612

#### **Your Account Summary**

A CONTRACT AND A CONTRACT		
Current Electric Charges		\$27.
Previous Unpaid Balance		\$0,0
Payment(s) Received Since Last Statement	solvope i	-17.6
Amount Due on Previous Statement	4	\$17.6

## Total Amount Due by 07/27/2018

\$27.1

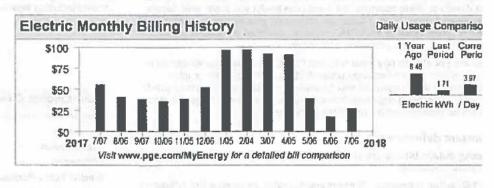
07/06/201

07/27/201

Account No: 4814040425

Statement Date:

**Due Date:** 



Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.

PGSE	Account Number: 4814040425-1	Due Date: 07/27/2018	Total Amount Due: \$27.11	Amount Enclosed:
II I 3	08560022566 01 AV 	301		PG&E BOX 997300 SACRAMENTO, CA 95899-7300
				Page 1 of 3
			Print	ed with Water Band this Oct OTS6 paper



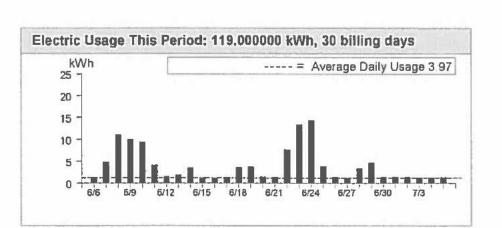
#### **Details of Electric Charges** 06/06/2018 - 07/05/2018 (30 billing days) Service For: 315 HANOVER AVE APT 301 Service Agreement ID: 4814040578 Rate Schedule: E1 TH Residential Service W 06/06/2018 - 07/05/2018 1 2 Your Tier Usage 249.00 kWh (30 days x 8 3 kWh/day) Tier 1 Allowance Tier 1 Usage 119.000000 kWh @\$0.21169 \$25.19 0.03 Energy Commission Tax Oakland Utility Users' Tax (7.500%) 1.89

#### **Total Electric Charges**

Account No: 4814040425-Statement Date: 07/06/2011 Due Date: 07/27/2011

# Service InformationMeter #100767609Current Meter Reading19,00Prior Meter Reading18,88Total Usage119,000000 kWBaseline TerritoryHeat SourceHeat SourceH - ElectriSerial3,

\$27.11



Visit www.pge.com/MyEnergy for a detailed bill comparison

Page 3 of 3

Petitio 00057



## **ENERGY STATEMENT**

www.pge.com/MyEnergy

#### Service For:

DENISE REBER 315 HANOVER AVE APT 301 OAKLAND, CA 94606

#### Questions about your bill?

Monday-Friday 7 a.m.-9 p.m. Saturday 8 a.m.-6 p.m. Phone: 1-800-743-5000 www.pge.com/MyEnergy

#### Local Office Address

1425 Clay St OAKLAND, CA 94612

#### **Your Account Summary**

Amount Due on Previous Statement	\$38.9
Payment(s) Received Since Last Statement	-38.9
Previous Unpaid Balance	\$0.0
Current Electric Charges	\$17.6

#### Total Amount Due by 06/27/2018

\$17.69

06/27/201

Account No: 4814040425-

Statement Date: 06/06/2011

Due Date:

Electric Monthly Billing History **Daily Usage Comparison** \$100 1 Year Last Current Ago Period Period 8.93 \$75 5 70 172 \$50 Electric kWh / Day \$25 50 6/07 7/07 8/06 9/07 10/06 11/05 12/06 1/05 2/04 3/07 4/05 5/06 5/06 20 18 2017 Visit www.pge.com/MyEnergy for a detailed bill comparison

#### Important Messages

CARE Program You may qualify for a monthly discount with the California Alternate Rates for Energy (CARE) Program. To find out more and apply online, visit www.pge.com/care.

Usted podría reunir los requisitos de un descuento mensual con el California Alternate Rates for Energy Program (CARE). Para obtener más información y hacer su solicitud en Internet, visite www.pge.com/espanol/care.

Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.

#### 9990481404042510000001769000001769



Account Number: Due Date: 4814040425-1 06/27/2018 Total Amount Due: \$17.69

Amount Enclosed: \$

DENISE REBER 315 HANOVER AVE APT 301 OAKLAND, CA 94606-1361 PG&E BOX 997300 SACRAMENTO, CA 95899-7300



Page 1 of 3

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-A	× **			
Details of Electric &	Charges			
05/05/2018 - 06/05/2 Service For 315 HANOVER AV Service Agreement ID 4814040 Rate Schedule E1 TH Residen	/E APT 301 0578	ays)		
2		¥		
05/05/2018 - 06/05/2018	Your Tier Usage	1	2	
Minimum Delivery Charge <sup>1</sup>	32 days	@ \$0.3	2854	\$10.51
Energy Charges	55.000000 kWh	@ \$0.1	0780	5.93
Energy Commission Tax				0.02
Oakland Utility Users' Tax (7.50	0%)			1.23
<b>Total Electric Charg</b>	les			\$17.69

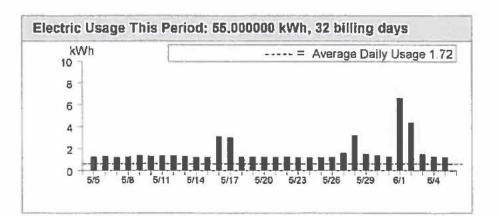
## **Total Electric Charges**

t

<sup>1</sup> Minimum daily charge set by the CPUC

#### Account No: 4814040425-Statement Date: 06/06/201 Due Date: 06/27/201

Service Information	
Meter #	100767609
Current Meter Reading	18,85
Prior Meter Reading	18,83
Total Usage	55,000000 kW
Baseline Territory	
Heat Source	H - Electr
Serial	
Rotating Outage Block	3



Visit www.pge.com/MyEnergy for a detailed bill comparison.

Page 3 of 3



#### Service Fore

DENISE REBER 315 HANOVER AVE APT 301 OAKLAND, CA 94606

#### Questions about your bill?

Monday-Friday 7 a.m.-9 p.m. Saturday 8 a.m.-6 p.m. Phone: 1-800-743-5000 www.pge.com/MyEnergy

#### Local Office Address

1425 Clay St OAKLAND, CA 94612

## Your Account Summary

Amount Due on Previous Statement	\$48.3
Payment(s) Received Since Last Statement	piving remotas.
Previous Unpaid Balance	\$0.0
Current Electric Charges	\$38.9
	大学校でのない

#### Total Amount Due by 05/29/2018

#### \$38.9

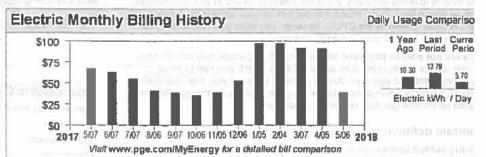
05/06/201

05/29/201

Account No: 4814040425

Statement Date:

Due Date:



#### Important Messages

The Family Electric Rate Assistance (FERA) Program provides a monthly discount on electric bills for income-qualified households of three o more persons. To see if you qualify, please call 1-800-PGE-5000 or apply online at www.pge.com/fera

El Programa FERA ofrece ahorros mensuales sólo en las facturas de electricidad a hogares de ingresos económicos bajos y medianos con tres o más personas. Para determinar si califica, por favor llame al 1-800-PGE-5000 o puede aplicar a través de nuestra página web www.pge.com/fera

Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.

PGSE	Account Number: 4814040425-1	Due Date: 05/29/2018	Total Amount Due: \$38.96	Amount Enclosed:
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3.	ENISE REBER 15 HANOVER AVE APT 3 AKLAND, CA 94606-1361			BOX 997300 SACRAMENTO, CA 95899-7300
				Page 1 of 4



## **ENERGY STATEMENT**

www.pge.com/MyEnergy

#### Service For:

DENISE REBER 315 HANOVER AVE APT 301 OAKLAND, CA 94606

#### Questions about your bill?

Monday-Friday 7 a.m.-9 p.m. Saturday 8 a.m.-6 p.m. Phone: 1-800-743-5000 www.pge.com/MyEnergy

#### Local Office Address

1425 Clay St OAKLAND, CA 94612

#### Your Account Summary

Amount Due on Previous Statement	\$91
Payment(s) Received Since Last Statement	-91
Previous Unpaid Balance	\$0
Current Electric Charges	\$91.
Electric Adjustments	-42

ACCOUNT NO: 4814040425

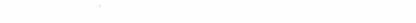
04/05/20

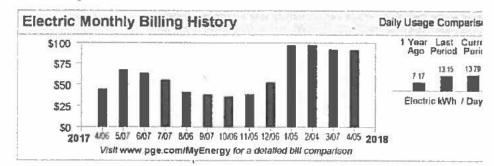
04/26/20

Statement Date:

Due Date:







#### **Important Messages**

California is fighting climate change and so can you! Your bill includes a Climate Credit from a state program to cut carbon pollution while also reducing your energy costs. Find out how at EnergyUpgradeCA.org/credit

Thank you for your timely payments. You have an excellent payment record with us, and we thank you for your prompt payments.

Continued on last page

Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you

9990481404042510000091150000004877



Account Number: Due Date: 4814040425-1 04/26/2018

Total Amount Due: \$48.77

Amount Enclosed: \$

PG&E BOX 997300 SACRAMENTO, CA 95899-7300



Page 1 of 5

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## **ENERGY STATEMENT**

www.pge.com/MyEnergy

#### Service For:

DENISE REBER 315 HANØVER AVE APT 301 OAKLAND, CA 94606

#### Questions about your bill?

Monday-Friday 7 a.m.-9 p.m. Saturday 8 a.m.-6 p.m. Phone: 1-800-743-5000 www.pge.com/MyEnergy

#### Local Office Address

1425 Clay St OAKLAND, CA 94612

#### Your Account Summary

\$96.5
-96,5
\$0.0
\$91.5

## Total Amount Due by 03/28/2018

\$91.9

03/07/201

03/28/201

Account No: 4814040425.

Statement Date:

Due Date:

Electric Monthly Billing History 5100 575 550 525 500 2017 308 406 507 607 707 806 907 1006 1105 1206 105 204 307 2018 Visit www.pge.com/MyEnergy for a detailed bill comparison

#### Important Messages

CARE Program You may qualify for a monthly discount with the California Alternate Rates for Energy (CARE) Program. To find out more and apply online, visit www.pge.com/care.

Usted podría reunir los requisitos de un descuento mensual con el California Alternate Rates for Energy Program (CARE). Para obtener más información y hacer su solicitud en Internet, visite www.pge.com/espanol/care.

Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.

PGSE	Account Number: Due Date: 4814040425-1 03/28/2018	Total Amount Due: \$91.91	Amount Enclosed:
	234000092007 01 AV 0.37 452 1075 9 		PG&E BOX 997300 SACRAMENTO, CA 95899-7300
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	ENERGY STATEMENT
PC&E	www.pge.com/MyEnergy

#### Account No: 4814040425-1 Statement Date: 02/04/2018

Due Date:

## 02/26/2018

## Service For:

DENISE REELR 315 HANOVER AVE APT 301 OAKLAND, CA 94606

#### Questions about your bill?

Monday-Friday 7 a.m.-9 p.m. Saturday 8 a.m.-6 p.m. Phone: 1-800-743-5000 www.pge.com/MyEnergy

#### Local Office Address

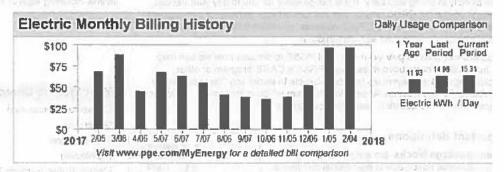
1425 Clay St OAKLAND, CA 94612

#### Your Account Summary

\$96.79
-96.79
\$0.00
\$96.94

#### Total Amount Due by 02/26/2018

\$96.94



#### Important Messages

The Family Electric Rate Assistance (FERA) Program provides a monthly discount on electric bills for income-gualified households of three or more persons. To see if you qualify, please call 1-800-PGE-5000 or apply online at www.pge.com/fera. and an entry a sectority of a 20mm or or

El Programa FERA ofrece ahorros mensuales sólo en las facturas de electricidad a hogares de ingresos económicos bajos y medianos con tres o más personas. Para determinar si califica, por favor llame al 1-800-PGE-5000 o puede aplicar a través de nuestra página web www.pge.com/fera.

Continued on page 4

Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.

PG®E	Account Number: Due Date: Total A 4814040425-1 02/26/2018 \$96.5	Mount Due: 94	Amount Enclosed:	12
     	205420094564 01 AV 0.37 496 3724 10 911111111111111111111111111111111111		PG&E BOX 997300 SACRAMENTO, CA 95899-7300	
			Page 1 of 4	
		@ Recyclable	Petitio 00053	

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## **ENERGY STATEMENT**

www.pge.com/MyEnergy

Account No: 4814040425-1 Statement Date: 01/05/2018 Due Date: 01/26/2018

#### Service For:

DENISE REBER 315 HANOVER AVE APT 301 OAKLAND, CA 94606

#### Questions about your bill?

24 hours per day, 7 days per week Phone: 1-800-743-5000 www.pge.com/MyEnergy

#### Local Office Address

1425 Clay St OAKLAND, CA 94612

#### Your Account Summary

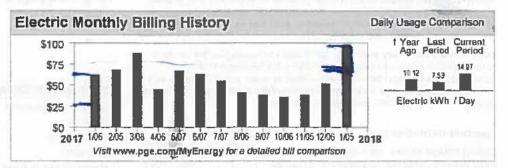
Current Electric Charges	\$96.79
Previous Unpaid Balance	\$0.00
Payment(s) Received Since Last Statement	-51.83
Amount Due on Previous Statement	\$51.83

1X

Total Amount Due by 01/26/2018

\$96.79





#### Important Messages

Find Ways to Save. The combination of colder weather, more time indoors and fewer daylight hours can increase your energy costs. For energy savings tips, visit www.pge.com/saveenergymoney.

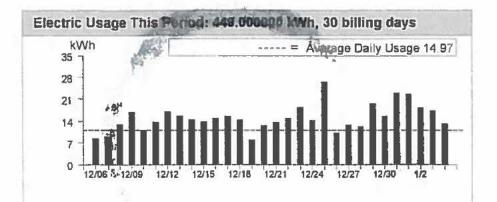
Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.





## **Details of Electric Charges**

12/06/2017 - 01/04/2018 (30 billing days) Service For: 315 HANOVER AVE APT 301 Service Agreement ID: 4814040578 Rate Schedule: E1 TH Residential Service W Your Tier Usage 2 12/06/2017 - 12/31/2017 1 387.40 kWh (26 days x 14 9 kWh/day) Tier 1 Allowance 387.400000 kWh @\$0.19979 \$77.40 Tier 1 Usage 1.733330 kWh @\$0.27612 0.48 Tier 2 Usage 0.11 Energy Commission Tax 5 84 Oakland Utility Users' Tax (7.500%) V 2 01/01/2018 - 01/04/2018 Your Tier Usage 1 (4 days x 14.9 kWh/day) 59.60 kWh Tier 1 Allowance 59.600000 kWh @\$0.20078 \$11.97 Tier 1 Usage 0.266670 kWh @\$0.27748 0.07 Tier 2 Usage 0.02 Energy Commission Tax 0.90 Oakland Utility Users' Tax (7.500%) \$96.79 **Total Electric Charges** 



Visit www.pge.com/MyEnergy for a detailed bill comparison.

Page 3 of 3 Form 61-0822\_17 Petitio000065

#### Account No: 4814040425-1 Statement Date: 01/05/2018 Due Date: 01/26/2018

#### Service Information

Meter #	1007676093
Current Meter Reading	17,397
Prior Meter Reading	16,948
Total Usage	449.000000 kWł
Baseline Territory	1
Heat Source	Electric
Serial	L
Rotating Outage Block	3 <i>F</i>



## ENERGY STATEMENT www.pge.com/MyEnergy

Account No: 4814040425-1 Statement Date: 10/05/2018 Due Date: 10/26/2018

#### Service For:

DENISE REBER 315 HANOVER AVE APT 301 OAKLAND, CA 94606

#### Questions about your bill?

Monday-Friday 7 a.m.-9 p.m. Saturday 8 a.m.-6 p.m. Phone: 1-800-743-5000 www.pge.com/MyEnergy

Local Office Address

1919 Webster Street Oakland, CA 94612

#### **Your Account Summary**

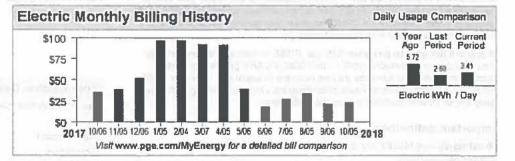
-21.64
\$0,00
\$22.95
-42.38

#### CREDIT BALANCE - NO PAYMENT DUE

-\$19.43

\$

Current charges include a discount of \$39.42 for CA Climate Credit.

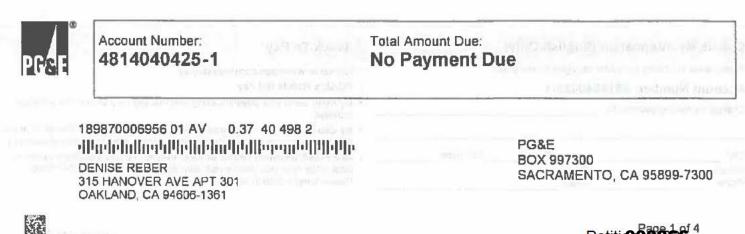


#### **Important Messages**

California is fighting climate change and so can you! Your bill includes a Climate Credit from a state program to cut carbon pollution while also reducing your energy costs. Find out how at EnergyUpgradeCA.org/credit.

Continued on last page

No payment is due. Please retain for your records. Thank you.





#### **Details of Electric Charges**

#### 09/06/2018 - 10/04/2018 (29 billing days)

Service For: 315 HANOVER AVE APT 301 Service Agreement ID: 4814040578 Rate Schedule: E1 TH Residential Service

CA Climate Credit UUT Adjustment

**Total Adjustments** 

Sec.

09/06/2018 - 10/04/2018 2 Your Tier Usage 1 (29 days x 8.3 kWh/day) Tier 1 Allowance 240.70 kWh @\$0.21536 Tier 1 Usage 99.000000 kWh \$21.32 **Energy Commission Tax** 0.03 Oakland Utility Users' Tax (7 500%) 1.60 **Total Electric Charges** \$22.95 Adjustments California Climate Credit -\$39.42

#### Electric Usage This Period: 99,000000 kWh, 29 billing days kWh ----- = Average Daily Usage 3.41 25 20 15 10 5 D 9/9 9/6 9/12 9/15 9/18 9/21 9/24 9/27 9/30 10/03

Account No: 4814040425-1 Statement Date: 10/05/2018 Due Date: 10/26/2018

#### Service Information

Meter #	1007676093
Current Meter Reading	19,341
Prior Meter Reading	19,242
Total Usage	99.000000 kWh
Baseline Territory	T
Heat Source	H - Electric
Serial	L
Rotating Outage Block	3A

#### **Additional Messages**

-\$2.96

-\$42.38

You received a California Climate Crediton your electric bill. Households receive the electric credit twice a year. Learn how you can use these savings to further reduce your energy costs and help fight climate change at EnergyUpgradeCA.org/credit.

Visit www.pge.com/MyEnergy for a detailed bill comparison



## **ENERGY STATEMENT**

www.pge.com/MyEnergy

Statement Date: 09/06/2018 Due Date: 09/27/2018

#### Service For:

DENISE REBER 315 HANOVER AVE APT 301 OAKLAND, CA 94606

#### Questions about your bill?

Monday-Friday 7 a.m.-9 p.m. Saturday 8 a.m.-6 p.m. Phone: 1-800-743-5000 www.pge.com/MyEnergy

#### Local Office Address

1919 Webster Street Oakland, CA 94612

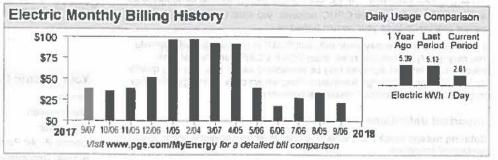
#### Your Account Summary

Amount Due on Previous Statement	\$33.95
Payment(s) Received Since Last Statement	-33.95
Previous Unpaid Balance	\$0.00
Current Electric Charges	\$21.64

#### Total Amount Due by 09/27/2018

\$21.64

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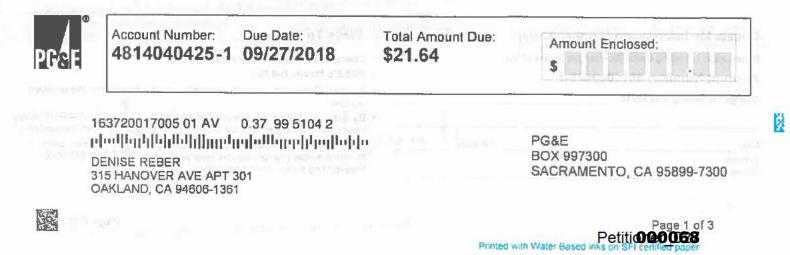


#### Important Messages

CARE Program You may qualify for a monthly discount with the California Alternate Rates for Energy (CARE) Program. To find out more and apply online, visit www.pge.com/care.

Usted podrla reunir los requisitos de un descuento mensual con el California Alternate Rates for Energy Program (CARE). Para obtener más información y hacer su solicitud en Internet, visite www.pge.com/espanol/care.

Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.



PCCE ENERGY STATE		Account No. Statement Date: Due Date:	4014040420-1 08/05/2018 08/27/2018
Service For:	Your Account Summary	indatable on	ingunutream)
DENISE REBER 315 HANOVER AVE APT 301	Amount Due on Previous Statement Payment(s) Received Since Last Stat	tement	\$27.11 -27.11
OAKLAND, CA 94606	Previous Unpaid Balance		\$0.00

Questions about your bill?

Monday-Friday 7 a.m.-9 p.m. Saturday 8 a.m.-6 p.m. Phone: 1-800-743-5000 www.pge.com/MyEnergy

#### Local Office Address

1919 Webster Street Oakland, CA 94612

Amount Due on Previous Statement	\$27.11
Payment(s) Received Since Last Statement	-27.11
Previous Unpaid Balance	\$0.00
Current Electric Charges	\$33.95

#### Total Amount Due by 08/27/2018

\$33.95

Electric Monthly Billing History Daily Usage Comparison 1 Year Last Current \$100 Ago Period Period 6 58 \$75 5.14 3 96 \$50 Electric kWh / Day \$25 \$0 2017 8/06 9/07 10/06 11/05 12/06 1/05 2/04 3/07 4/05 5/06 6/06 7/06 8/05 20 18

Visit www.pge.com/MyEnergy for a detailed bill comparison

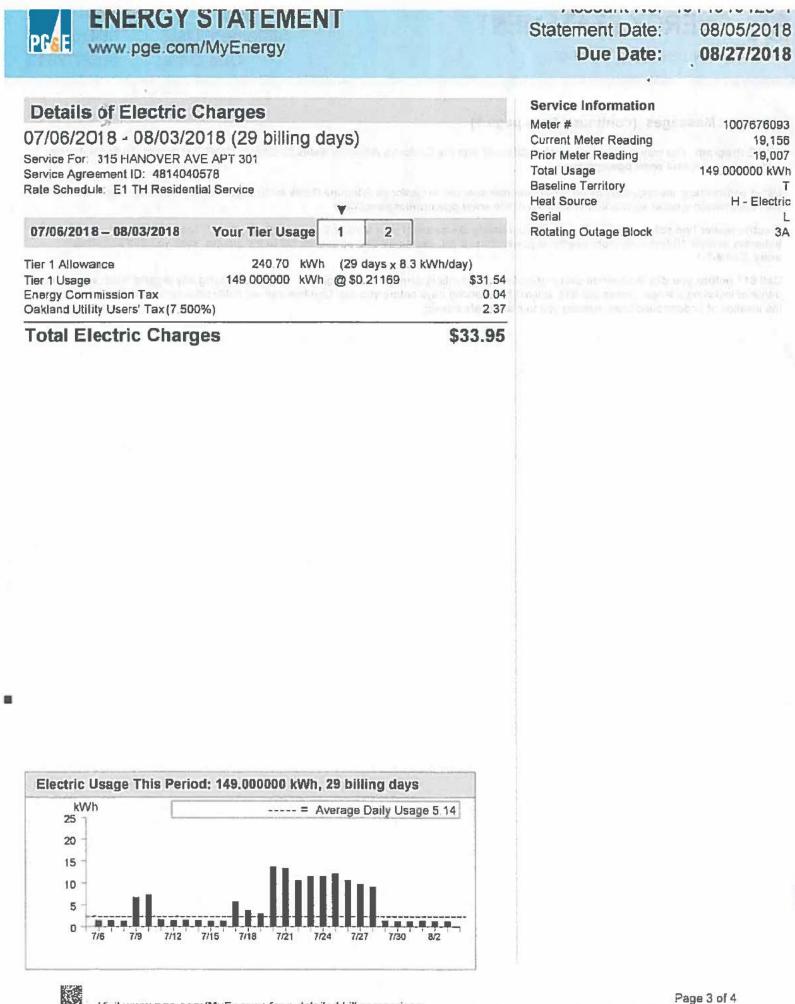
#### **Important Messages**

The Family Electric Rate Assistance (FERA) Program provides a monthly discount on electric bills for income-qualified households of three or more persons. To see if you qualify, please call 1-800-PGE-5000 or apply online at www.pge.com/fera.

El Programa FERA ofrece ahorros mensuales sólo en las facturas de electricidad a hogares de ingresos económicos bajos y medianos con tres o más personas. Para determinar si califica, por favor llame al 1-800-PGE-5000 o puede aplicar a través de nuestra página web www.pge.com/fera.

Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.

	1000003395				
PGæE	Account Number: 4814040425-1	Due Date: 08/27/2018	Total Amount Due: \$33.95	Amount Enclosed: \$	and
	34780026629 01 AV 	301		PG&E BOX 997300 SACRAMENTO, CA 95899-7300	



Visit www.pge.com/MyEnergy for a detailed bill comparison.

Page 3 of 4 Petitic 000029

2/2	7/201	19
	D	

Orders

Home -- 315 Hanaver Ave

Orders Restaurants Q

Past orders

V

#### Rolling Dunes April 28, 2018

\$20.41

#### **Rolling Dunes**

April 27, 2018

1 Chef Salad \$10.50

\$28.13

DELIVERY to 315 Hanover Ave, Oakland, CA, 94606

1 Sunset \$8.90

1 Pancakes Meets Eggs \$13.25

DELIVERY to 315 Hanover Ave, Oakland, CA, 94606

View receipt

#### View receipt

https://www.grubhub.com/account/history?pageNum=1&pageSize=20&facet=scheduled%3Afalse&facet=orderType%3Petth 0000076701\_name\_... 1/1

D

Orders

315 Hanaver Ave

Orders Restaurants Q

V Past orders

Monkey Thai				\$99.23	Preorder
January 29, 201 DELIVERY to 315		/e <b>r</b> Ave, Oa		<b>&amp; review</b> A, 94606	Closed Next
Roll Tom Kha \$15.90Soup	Rice	1 61. Pineapple Fried Rice \$13.95	Thai	Satay Chicken	delivery at 12:30pm.

View receipt

#### **Monkey Thai**

October 6, 2018 DELIVERY to 315 Hanover Ave, Oakland, C

1	61. Pineapple	1	49. Peanut	1	5. Crit
Fried Rice		(Pra Ram)		Chicken	
\$12.95		\$1	1.95	\$7	7.95

View receipt

#### Costco Anywhere Visa® Card by Citi



Member Since 2000 Account number ending in: 3941 Billing Period: 09/11/18-10/08/18

OCTOBER STATEMENT	4	
Minimum payment due:		\$25.00
New balance as of 10/08/18:	*	\$60.60
Payment due date:		11/06/18

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to 537 and your APRs may be increased up to the Penalty APR of 29.99%.

For Information about credit counseling services, call 1-877-337-8187.

#### www.citicards.com

Customer Service 1-855-378-6461 TTY-hearing-impaired services only 1-866-210-061 PO Box 790046 ST. LOUIS, MO 63179-0046

Account Summary	
Previous balance	\$165.60
Payments	-\$165.60
Credits	-\$0,00
Purchases	+\$60.60
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$0.00
New balance	\$60,60
Credit Limit	
Credit Limit	\$500
Includes \$200.00 cash advance limit	
Available Credit Limit Includes \$200 available for cash advance	\$439

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Costco Cash Rewards Summary

\$36.56

» See page 3 for more information about your rewards

Please print Address Changes on the reverse

Minimum payment due\$25New balance\$60Payment due date\$11/06

Amount enclosed: \$

Account number ending in 3941

cit Costco Anywhere Visa® Card

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**1146E** 

PO BOX 790057 Saint Louis, MO 63179-0057

Your Statement Is Inside



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անուլիները հետությունը հետությունը հետությունը հետությունը հետությունը հետությունը հետությունը հետությունը հետո

01034602 LOB 102 AA10

DENISE REBER PO BOX 23824 OAKLAND CA 94623-0824

15100 0002500 0006060 D016500 04100390448Be8tto000073

FC0C000418

#### Costco Anywhere Visa® Card by Citi

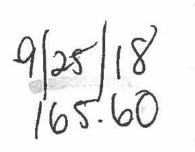
#### DENISE REBER

Member Since 2800 Account number ending in: 3941 Billing Penod: 08/09/18-09/10/18

SEPTEMBER STATEMENT	1	
Minimum payment due:		\$25.00
New balance as of 09/10/18:		\$165.60
Payment due date:		10/06/18

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37 and your APRs may be increased up to the Penalty APR of 29.99%.

For Information about credit counseling services, call 1-877-337-8187.



www.citicards.com
Customer Service 1-855-378-6467
TTY-hearing-impaired services only 1-866-210-0617
PO Box 790046 ST. LOUIS, MO 63179-0046

#### Account Summary

Previous balance	\$367.60
Fievious balance	3301.00
Payments	-\$367.60
Credits	-\$0.00
Purchases	+\$165.60
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$0.00
New balance	\$165.60
Credit Limit	
Credit Limit	\$500
Includes \$200.00 cash advanc	e limit
Available Credit Limit	\$334
Includes \$200 available for cas	sh advance

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FCOCOOONS

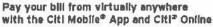
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DTHLE

Costco Anywhere Visa® Card

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Your Statement Is Inside



1 212 -



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#### Costco Cash Rewards Summary



as of 09/10/18

\$35.95

» See page 3 for more information about your rewards

Please print Address Changes on the reverse :

Minimum payment due	\$25
New balance	\$165
Payment due date	10/06

Amount enclosed: \$

Account number ending in 3941



אייישראניים אייישראניים המכובתה היז זותה המסבחתה הנוזר Petitipeoo

#### Costco Anywhere Visa® Card by Citi

#### PENISE REBER

Member Since 2000 Account number ending in: 3941 Billing Period: 11/09/17-12/08/17

DECEMBER STATEMENT	
Minimum payment due:	\$25.00
New balance as of 12/08/17:	\$187.74
Payment due date:	01/06/18

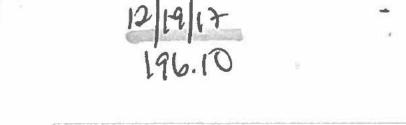
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37 and your APRs may be increased up to the variable Penalty APR of 29.99%.

For information about credit counseling services, call 1-877-337-8187.

#### www.citicards.com

Customer Service 1-855-378-6467 TTY-hearing-impaired services only 1-866-210-0617 PO Box 790046 ST. LOUIS, MO 63179-0046

Account Summary	
Previous balance	\$44.91
Payments	-\$53.27
Credits	-\$0.00
Purchases	+\$196.10
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$0.00
New balance	\$187.74
Credit Limit	
Credit Limit	\$500
Includes \$200.00 cash advanc	e limit
Available Credit Limit	\$312
includes \$200 available for ca	sh advance



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FC0C002417

Costco Cash **Rewards Summary** 



as of 12/08/17

\$47.11

» See page 3 for more information about your rewards

8 .....

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-111

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#### Please print Address Changes on the reverse

Minimum payment due \$25 \$187 New balance 01/06 Payment due date Amount enclosed: \$

Account number ending in 3941

**Citi Cards** PO BOX 78019 Phoenix, AZ 85062-8019 նվորդումիսպոմուդյուլնեններիներին կեներին կեների

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PO BOX 23824 OAKLAND CA 94623-0824

01166018 1113

15100 0002500 0018774 0005300 041003904483eff

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PO BOX 790057

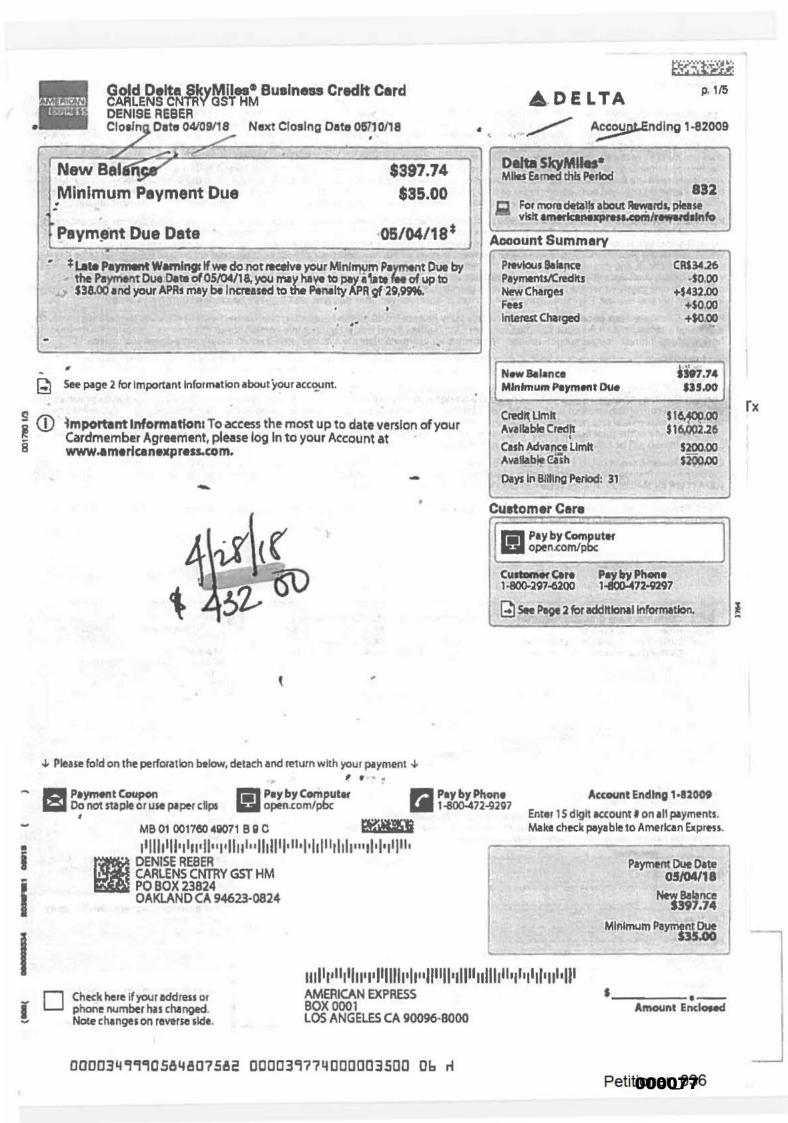
Costco<sup>®</sup>Anywhere Visa<sup>®</sup> Card

Saint Louis, MO 63179-0057

Your Statement Is Inside

New Balance Minimum Payme		\$112.73 \$35.00	To view your Delta SkyMiles* balance, visit delta.com
Payment Due Da	te	10/04/18*	Account Summary
the Payment Due Date	ngt if we do not receive your A of 10/04/18, you may have to may be increased to the Pena	b pay a late, see of up to	Previous Balance     \$1,001,22       Payments/Credits     -\$1,001,22       New Charges     +\$112,73       Fees     +\$000       Interest Charged     +\$0.00
inimum Payment Warnin ou will pay more in interest ample:	gt if you make only the minin and it will take you longer to	num payment each period, pay off your balance. For	New Balance \$112.73 Minimum Payment Due \$35.00
you m∄ke no additional alges and each month you ÿ.⊣	You will pay off the balance shown on this statement in about	And you will pay an estimated total of	Čredit Limit     \$16,400.00       Available Credit     \$16,287.22       Cash Advance Limit     \$200.00       Available Cash     \$200.00
Only the Minimum Payment Due	4 months	\$117-	Days in Billing Period: 30
and the second se	about credit counseling servi	ces, call 1-888-733-4139.	Customer Care
			Customer Cere Pay by Phone
		ny geli desti di seconda di second	Customer Care Pay by Phone 1-800-297-6200 1-800-472-9297 See Page 2 for additional information.
Payment Coupon Do not staple or use pap MB 01 00	3118 95544 E 16 B	ater Pay by 1-800-4	1-800-297-6200 1-800-472-9297
Payment Coupon Do not staple or use pap MB 01 000 	er clips Pay by Compu open.com/pbc 3118 96544 E 16 B [1]][][]]][][]][][]][][]][]] [EBER CONTRY GST HM	ater Pay by 1-800-4	1-800-297-6200 1-800-472-9297  See Page 2 for additional information.  Phone Account Ending 1-82009 Enter 15 digit account # on all payments
MB 01 000 MB 01 000 IIIIIIIIII DENISE R CARLENS PO BOX 2	er clips Pay by Compu- open.com/pbc 3118 95544 E 16 B [1]][[]]][]][][][][][]][][]][][]][][]]	ater Pay by 1-800-4	1-800-297-6200 1-800-472-9297 See Page 2 for additional information. Phone 72-9297 Account Ending 1-82009 Enter 15 digit account # on all payments Make check payable to American Expres Payment Due Date 10/04/18
MB 01 000 MB 01 000 IIIIIIIIII DENISE R CARLENS PO BOX 2	er clips Pay by Compu- open.com/pbc 3118 95544 E 16 B [1]][[1]][1][1][1][1][1][1][1][1][1][1][	ater Pay by 1-800-4	1-800-297-6200 1-800-472-9297 See Page 2 for additional information. Phone 72-9297 Account Ending 1-82009 Enter 15 digit account # on all payments Make check payable to American Express Payment Due Date 10/04/18 New Balance \$112.73 Minimum Payment Due \$35.00

H/241825





	Business Transactions	
Vi	it to see	detailed
	L REBER #3395: Payments, Credits and Adjustm	ents
Date	- Description	Anoun
Jan 15	- PAST DUE FEE ADJUSTMENTNT	\$29.00
Jan 17	INTEREST CHARGE:PURCHASEDJUSTMENT	- \$2.12
Feb 17	INTEREST CHARGE:PURCHASEDJUSTMENT	- \$1.85
Mar 5	ELECTRONIC PAYMENT	\$39.44
DENISE	L REBER #3395: Transactions	
Qate	Description	Amoun
Mar 6	GRUBHUBGIORGIOSPIZZERGRUBHUB.CO MNY	-\$43.93
Mar 8	GRUBHUBBAISOMTHAIKITCGRUBHUB.CO	\$33.89
Mar 10	GRUBHUBHARDKNOXCAFEGRUBHUB.CO MNY	\$42.52
	REBER #3395: Total ROSEN-HOVEY #480B: Transactions	
Perohase : Date KARREN	ROSEN-HOVEY #4808: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Killian #1825: Transactions	\$120.34 Amoun
Purchase : Date KARREN Purchase :	ROSEN-HOVEY #4808: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$9.00 Description	
Purchase S Date KARREN Purchase S Oate	ROSEN-HOVEY #4808: Transactions spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00	Ansount
Purchase S Date KARREN Purchase S Oate	ROSEN-HOVEY #4800: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description	Ansount Ansount
Perohase 3 Date KARREN Purchase 3 Oate Total Tri	ROSEN-HOVEY #4808: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description	Ansount Ansount
Perohase 3 Date KARREN Purchase 3 Date Total Tri Date	ROSEN-HOVEY #4808: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Cash Spend Limit : \$0.00 Description Cash Spend Limit : \$0.00 Figes	Amoun Amoun \$120.34
Perohase 3 Date KARREN Purchase 3 Date Total Tri Date	ROSEN-HOVEY #4808: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Ansactions for This Period Files Description	Атоил Атоил \$120.34 Атоил
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Perohase 3 Date KARREN Purohase 3 Date Total Tri Date Total Fe /	ROSEN-HOVEY #4808: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Ansactions for This Period Files Description es for This Period Interest Charged Charge on Purcheses	Атоции Атоции \$120.34 Атоции \$0.00
Perohase 3 Date KARREN Purohase 3 Date Total Tri Date Total Fe / Interest ( Interest (	ROSEN-HOVEY #4808: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Ansactions for This Period Files Description es for This Period Interest Charged Charge on Purchases Charge on Cash Advances	Amount Amount \$120.34 Amount \$0.00 \$0.00
Perohase 3 Date KARREN Purohase 3 Date Total Tri Date Total Fe / Interest ( Interest (	ROSEN-HOVEY #4800: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Ansactions for This Period Files Description as for This Period Interest Charged Charge on Purchases Charge on Cash Advances Charge on Other Balances	Amount \$120.34 Amount \$0.00 \$0.00 \$0.00
Purchase 3 Date XARREN Purchase 3 Oate Total Tri Date Total Fe / Interest ( Interest ( Interest ( Total Inl	ROSEN-HOVEY #4808: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Ansactions for This Period Files Description es for This Period Interest Charged Charge on Purchases Charge on Other Balances erest for This Period	Amount \$120.34 Amount \$0.00 \$0.00 \$0.00

Page 2 of

30

Spark\* Visa Business Card Account Ending in 33!

Feb. 18, 2018 - Mar. 17, 2018 | 28 days in Billing Cyt

#### Interest Charge-Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your accour

Type of Balance	Annual Percentage Rate(APR)	Balance Subject to Interest Rate	Interest Ch
Purchases	24.15% D	\$0.00	\$1
Cash Advances	26.15% D	\$0.00	51

P,L,D,F = Variable Rate. See reverse of page 1 for details.



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Pay	ment	Informatic	015
Payment Due Date Apr. 14, 2018	- 3		nd phone payments i is 8pm ET.
New Balance		Minimum P	ayment Due
\$87.33	-	\$15.0	. 00
y your due date, you may t AINIMUM PAYMENT WART sayment each period, you w	nave to pa NING: if y vill pay mo	y a \$39.00 lai you make only pre in interest a	e fee. the minimum
LATE PAYMENT WARNING by your due date, you may f MINIMUM PAYMENT WARN bayment each period, you w onger to pay off your balan if you make no additional charges using this card and each month you pay	NING: If y vill pay mo ce. For ex You will the bala	y a \$39.00 lat you make only ore in interest t ample: pay off statement	e fee. the minimum

I CDA DK

**Rewards** Belance Track and redeetn your rewards with our 15,172 no to qos elidom Previous Balance Earned This Period Redeemed This Period 15.051 121 0

See reverse for Important Informatio

#### **Account Notifications**

Welcome to your account notifications. Check back here each month for important updates about your account. 8

212 1 ¥. Please send us this portion of your statement and only one check (or one money order) to 4000 ensure your payment is processed promptly. Allow at least seven business days for delivery mo Thanks for using Account Ending in 3395 less paper! Payment Due Date: Apr. 14, 2018 Now that you're paying your bill New Balance Minimum Payment Due Amount Enclosed online or by phone, we'll no longer \$87.33 \$15.00 \$ Include a return envelope. 00008978 DENISE L REBER P103 GFL INC PO BOX 23824 PS80-E544P AD CCMALANO Capital One Bank (USA), N.A. P.Q. Box 60599 City of Industry, CA 91716-0599 մակինայել վակերիներ գետյիլ գորիվել լովերենիկիլեթյունեն, հետկելեն կերթերին, 1 4115079892633395 17 0087330030000559 Petitioner00359 15003

Page 1 of Spark® Visa Business Card Account Ending in 339

Feb. 18, 2018 - Mar. 17, 2018 | 28 days in Billing Cycl

Account Supanary	and the second
Previous Balance	\$39.44
Payments	- \$39.44
Other Credits	- \$33.01
Transactions	+ \$120.34
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$0.00
New Balance	= \$87.33
Credit Limit	\$1,500.00
Available Credit (as of Mar. 17, 2018)	\$1,412.67
Cash Advance Credit Limit	\$0.00
Available Credit for Cash Advances	\$0.00

Customer Service: 1-800-867-0904

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capital(



#### **Business Transactions**

Visit to see detailed DENISE L REBER #3395: Payments, Credits and Adjustments

Date 🗋	Description			Amount
Apr4	ELECTRONIC PAYMENT			- \$87.33
	. REBER #3395: Transac	lions		٤,
) Oate	Description			* Amount
Mar 21	APL* ITUNES.COM/BILL	866-712-7753CA	, <i>y</i> =	\$1.29
Apr 1	GRUBHUBMONKEYTHA	IGRUBHUB.COMNY		\$37.55
DENISE L	REBER #3385: Total		100	\$38.84
	ROSEN-HOVEY #4809: T			(e)
Purchase S Date KARREN	ROSEN-HOVEY #4809: T ipend Limit : \$500.00 Caxh Spi Description KILIAN #1825: Transacti ipend Limit : \$500.00 Gesh Spi	end Limit : \$0.00 ions	De-	Amaunt
Purchase S Date KARREN	ipend Limit : \$500.00 Caxh Spi Description KILIAN #1825: Transacti	end Limit : \$0.00 ions		
Purchase 3 Date KARREN Purchase 5 Date	ipend Limit : \$500.00 Caxh Spi Description KILIAN #1825: Transacti ipend Limit : \$500.00 Gash Spi	end Limit : \$0.00 ions end Limit : \$0.00	l v	Amount Amount \$38.84
Purchase 3 Date KARREN Purchase 5 Date	Spend Limit : \$500.00 Cash Spi Description KILIAN #1825: Transacti Spend Limit : \$500.00 Gesh Spi Description Ansactions for This Perio	end Limit : \$0.00 ions end Limit : \$0.00		Amount
Purchase 3 Date KARREN Purchase 5 Date	Spend Limit : \$500.00 Cash Spi Description KILIAN #1825: Transacti Spend Limit : \$500.00 Gesh Spi Description Ansactions for This Perio	end Limit : \$0.00 ions end Limit : \$0.00		Amount

Interest Charged	
Interest Charge on Purchases	\$0.00
Interest Charge on Cash Advances	\$0.00
Interest Charge on Other Balances	\$0.00
Total Interest for This Period	\$0.00
5.F	1 2-2.3
2018 Totals Year-to-J	Date
Total Fees charged in 2018	\$0.00
Total Interest charged in 2018	\$0.00

#### Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate(APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	24.40% D	\$0.00	\$0.00
Cash Advances	26.40% D	\$0.00	\$0.00

720

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Mar. 18, 2018 - Apr. 17, 2018 | 31 days in Billing Cy

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Page 2 c Spark\* Visa Business Card Account Ending in 32

30

Capital One	SPARK'				Page 1 c Business Card Account Ending in 33 Apr. 17, 2018 i 31 days in Billing Cy
Pay	ment informati	ion		Accoun	t Summary
Payment Due Date		and phone pay	ymants, Previo	ous Balance	\$87.33
May 14, 201	8 the deadline	ne is 8pm ET.	Paym	ents	- \$87.3
New Balance	Minimum	Payment Due	Other	Credits	\$0.00
\$38.84	\$15.			actions	+ \$38.84
		1-1-	Cash	Advances	+ \$0.00
LATE PAYMENT WARNING by your due date, you may				Charged	+ \$0.00
MINIMUM PAYMENT WAR				est Charged	+ \$0.00
payment each period, you Ignger to pay off your balar		tand it will ta		alance	= \$38.84
If you make no	You will pay off	And you wit			- 400.0
additional charges using this card and each	the balance shown on this statement	end up pay an estimate	ing	t Limit	\$1,500.00
month you pay	in about.	total of		ble Credit (as of Apr. 17,	the second second statement of the second
Minimum Payment	3 Month(s)	\$40		Advance Credit Limit	\$0.00
If you would like information abou	t credit counseling services	call 1-888-326-8	055 Availa	ble Credit for Cash Advar	nces \$0.0(
Welcome to your acco important updates abo	unt notifications. Chec) out your account.		Account Notificati	ons	
	se send us this portion of you	r statement and o	Customer		See reverse for Important Information
Capitan One ensu	ie foer balinent is brocessed	ронругу ньом а	f logat soven phanicsa daka ini ne	CIVELY.	
Payment Due Date: Ma	y 14, 2018		Account Ending in 339	5	Thanks for using less paper!
New Balance \$38.84	Minimum Paym \$15.00	ent Due	Amount Enclosed \$	_	Now that you're paying your bill online or by phone, we'll no longer include a return envelope.
			01045276		
DENISE L REBER GFL INC PO BOX 23624 OAKLAND, CA 9462 1]]]]],1],1],1],1],1]	11111111111111111111111111111111111111	ոնիլլորկն	P154	Capital One Bank () P.O. Box 60599 City of Industry, ( [[]]][][][][][]]]]	

1 4115079892633395 17 0038840087330015005 Petiti**@@@\_031** 

	Paure T	ransactions	
LPL.			
	sit :	A CONTRACTOR OF	detailed
		, Credits and Adjust	1
Date	Description		Amount
May 4	ELECTRONIC PAYMENT		- \$38.84
DENISE	L REBER #3395: Transacti	ons	4
) Date	Description		* Amount
Apr 28	GRUBHUBMONKEYTHAN	GRUBHUB.COMNY	\$48.79
Apr 28	GRUBHUBROLLINGDUN NY	ESGRUBHUB.COM	\$28.13
Apr 29	GRUBHUBROLLINGDUN NY	ESGRUBHUB.COM	\$20.41
DENISE L	REBER #3395: Total		\$97.33
Purchase	NROSEN-HOVEY #4809: Tr. Spend Limit : \$500.00 Cash Spen Description		Amount
Purchase Date KARREN Purchase	Spend Limit : \$500.00 Cash Sper Description - KILIAN #1825: Transactic Spend Limit : \$500.00 Cash Sper	rd Limit : \$0.00	
Purchase Date KARREN Purchase	Spend Limit : \$500.00 Cash Spend Limit : \$500.00 Cash Spend Description	rd Limit : \$0.00	Amount Amount
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Purchase Date KARREN Purchase Date Total Tr Date	Spend Limit : \$500.00 Cash Sper Description • KILIAN #1825: Transaction Spend Limit : \$500.00 Cash Sper Description cansactions for This Period Fi Description tess for This Period	rd Limit : \$0.00 2015 nd Limit : \$0.00 805	Amount \$97.33 Amount
Purchase Date KARREN Purchase Date Total Tr Date Total Fe	Spend Limit : \$500.00 Cash Sper Description • KILIAN #1825: Transaction Spend Limit : \$500.00 Cash Sper Description cansactions for This Period Fi Description tess for This Period	rd Limit : \$0.00 Dits nd Limit : \$0.00 BBS	Amount \$97.33 Amount
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Purchase Date KARREN Purchase Date Total Tr Date Total Fe Interest	Spend Limit : \$500.00 Cash Sper Description - KILIAN #1825: Transactic Spend Limit : \$500.00 Cash Sper Description ansactions for This Period Fi Description tes for This Period Interest Charge on Purchases	rd Limit : \$0.00 Dits nd Limit : \$0.00 BBS	Amount \$97.33 Amount - \$0.00 \$0.00
Purchase Date KARREN Purchase Date Total Tr Date Total Fe Interest Interest Interest	Spend Limit : \$500.00 Cash Spen Description KILIAN #1825: Transaction Spend Limit : \$500.00 Cash Spen Description Cansactions for This Period Find Description This Period Charge on Purchases Charge on Cash Advances	td Limit : \$0.00 DIIS nd Limit : \$0.00 E005 ( Charged	Amount \$97.33 Amount - \$0.00 \$0.00
Purchase Date KARREN Purchase Date Total Tr Date Total Fe Interest Interest Interest	Spend Limit : \$500.00 Cash Spen Description KILIAN #1825: Transactic Spend Limit : \$500.00 Cash Spen Description ansactions for This Period Fi Description tes for This Period Charge on Purchases Charge on Cash Advances Charge on Other Balances terest for This Period	td Limit : \$0.00 DIIS nd Limit : \$0.00 E005 ( Charged	Amount \$97.33 Amount - \$0.00 \$0.00 \$0.00
Purchase Date KARREN Purchase Date Total Tr Date Total Fe Interest Interest Interest Total In	Spend Limit : \$500.00 Cash Spen Description KILIAN #1825: Transactic Spend Limit : \$500.00 Cash Spen Description ansactions for This Period Fi Description tes for This Period Charge on Purchases Charge on Cash Advances Charge on Other Balances terest for This Period	td Limit : \$0.00 Dits nd Limit : \$0.00 Cees	Amount \$97.33 Amount - \$0.00 \$0.00 \$0.00

Page 2 o Spark\* Visa Business Card Account Ending in 33 Apr. 18, 2018 - May 17, 2018 | 30 days in Billing Cy

#### Interest Charge Calculation

Pre Jour Annual Percentage Rate (APR) is the annual interest rate on your accou

Type of Balance	Annual Percentage Rate(APR)	Dalance Subject to Interest Rate	Interest Ch
Purchases	24.40% D	\$0.00	\$1
Cash Advances	26.40% D	\$0.00	\$1

P,L,D,F = Variable Rate. See reverse of page 1 for details.



Get the app designed to save time Effortlessly manage your account on the go with the Capital One" mobile app.

30

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Capital One"	BUSINESS

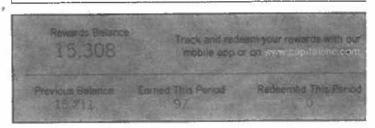
Pay	ment Informat	tion
Payment Due Date Jun. 14, 2018		and phone payments, ine is 8pm ET.
New Balance	Minimur	n Payment Due
\$97.33	\$15	.00
by your due date, you may h MINIMUM PAYMENT WARP payment each period, you w longer to pay off your balan	IING: If you make or till pay more in intere	ly the minimum
If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about,	And you will end up paying an estimated total of
Minimum Payment	8 Month(s)	\$105

If you would like information about credit counseling services, call 1-888-326-8055

# 6/5/18 97.33

Page 1 o Spark\* Visa Business Card Account Ending in 33 Apr. 18, 2018 - May 17, 2018 | 30 days in Billing Cy

Account Summary	
Previous Balance	\$38.84
Payments	- \$38 84
Other Credits	\$0.00
Transactions	+ \$97.33
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$0.00
New Balance	= \$97.3:
Credit Limit	\$1,500.00
Available Credit (as of May 17, 2018)	\$1,402.6
Cash Advance Credit Limit	\$0.00
Available Credit for Cash Advances	\$0.0



#### **Account Notifications**

Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account on our mobile app or at www.capitaione.com.

Customer Service: 1-800-867-0904

See reverse for Important Informatic

4000

CapitalOne

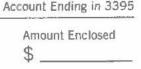
Please send us this portion of your statement and only one check (or one money order) to ensure your payment is processed promptly. Allow at least seven business days for delivery.

1 2 ....

Payment Due Date: Jun. 14, 2018

New Balance \$97.33

Minimum Payment Due \$15.00



00009836

P105

### Thanks for using less paper!

Now that you're paying your bill online or by phone, we'll no longer include a return envelope.

1 4115079892633395 17 0097330038840015003 Petitio000083

	# Business Transactions	i
VI	sit <sub>ate</sub> fu	o see detailed
DENISE	L REBER #3395: Payments, Credits and At	djustments
: Date	Description	Amou
Aug 29	· ELECTRONIC PAYMENT	- \$23.2
	L REBER #3395: Transactions	£.,
Date	Description	, Âŋou
Aug 22	GRUBHUBROLLINGDUNESGRUBHUB.CO	M
Sep 5	GRUBHUBROLLINGDUNESGRUBHUB.CO	M \$22.2
Sep 8	GRUBHUBROLLINGDUNESGRUBHUB.CO NY	M \$21.3
DEANN	. REBER #3395: Total A ROSEN-HOVEY #4809: Transactions Spend Limit : \$500.00 Caph Spend Limit : \$0.00	\$85.9
DEANN	ROSEN-HOVEY #4809: Transactions	\$65.9 Amou
DEANN/ Purchase Date KARREN	A ROSEN-HOVEY #4809: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00	
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DEANN/ Purchase Date KARREN Purchase Date	A ROSEN-HOVEY #4809: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description I KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00	Amou
DEANN/ Purchase Date KARREN Purchase Date	A ROSEN-HOVEY #4809: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description I KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description	Amou Amou
DEANN/ Purchase Date KARREN Purchase Date	A ROSEN-HOVEY #4809: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description I KILLAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Tansactions for This Period	Amou Amou
DEANNA Purchase Date KARREN Purchase Date Total Tr Date	A ROSEN-HOVEY #4809: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description I KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Transactions for This Period Fees	Amou Amou \$65.9
DEANNA Purchase Date KARREN Purchase Date Total Tr Date	A ROSEN-HOVEY #4809: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description I KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Transactions for This Period Fees	Алон Алон \$65.9 Алон
DEANN/ Purchase Date KARREN Purchase Date Total Tr Date Total Fr	A ROSEN-HOVEY #4809: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description A KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Transactions for This Period Fees Description	Алон Алон \$65.9 Алон
DEANNA Purchase Date KARREN Purchase Date Total Tr Date Total Fr	A ROSEN-HOVEY #4809: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description I KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Transactions for This Period Fees Description Tess for This Period	Алаци Алаци \$65.9 Алаци \$0.0
DEANNA Purchase Date KARREN Purchase Date Total Tr Date Total Fr Interest	A ROSEN-HOVEY #4809: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description I KILIAN #1825: Transactions Spend Limit : \$500.00 Cash Spend Limit : \$0.00 Description Transactions for This Period Fees Description Fees Description Interest Charged Charge on Purchases	Алан Алан \$65.9 Алан \$0.0 \$0.0

Total Fees charged in 2018

Total interest charged in 2018

			10	Page 2 of	
Spark <sup>®</sup> Visa	<b>Business</b>	Card	6.ccoun	t Ending in 335	
18 2018	Sen 17	2018	-1 31 da	ave in Billing Cyc.	

Aug. 18, 2018 - Sep. 17, 2018 - 1 31 days in Billing Cyc

#### Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your accoun

Type of Balance	Annual Percentage Rate(APR)	Balance Subject to Interest Rate	Interest Cha
Purchases	24.65% D	\$0.00	\$D
Cash Advances	26.65% D	\$0.00	\$0

P,L,D,F = Variable Rate. See reverse of page 1 for details.



\$0.00

\$0.00

Manage your account anywhere, anytime. Pay your bill, set up alerts and more with the Capital One<sup>\*</sup> mobile app. 3000

Test ONE to 80 101 to download the app today. Messaging & Data rates may apply.

Pay	ment Information	กา		
Payment Due Date Oct. 14, 2018		nd phone payments, e is 8pm ET.	-	Previous B Payments
New Balance		<sup>p</sup> ayment Due		Other Cred
\$65.94	, \$15.1	*		Transaction Cash Adva
\$65.94 LATE PAYMENT WARNING by your due date, you may to MINIMUM PAYMENT WARN payment each period, you w lenger to pay off your balan	If we do not receive y have to pay a \$39.00 la NG: If you make only ill pay more in interest	our minimum payme, te fee. the minimum	nt •	Cash Adva Fees Charg Interest Ch
LATE PAYMENT WARNING by your due date, you may b MINIMUM PAYMENT WARN payment each period, you w	If we do not receive y have to pay a \$39.00 la NG: If you make only ill pay more in interest	our minimum payme, te fee. the minimum	nt	

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65.94

Page 1 o Spark\* Visa Business Card Account Ending in 33 Aug. 18, 2018 - Sen. 17, 2018 | 31 days in Billing Ce

Aug. 18, 2018 - Sep. 17, 2016 1	SI days in Bling Cy			
Account Summary				
evious Balance	\$23.26			
ayments	- \$23.26			
ther Credits	\$0.00			
ansactions	+ \$65.94			
ash Advances	+ \$0.00			
ees Charged	+ \$0.00			
terest Charged	+ \$0.00			
ew Balance	= \$65.94			
redit Limit	\$1,500.00			
vailable Credit (as of Sep. 17, 2018)	\$1,434.06			

Credit Limit\$1,500.00Available Credit (as of Sep. 17, 2018)\$1,434.06Cash Advance Credit Limit\$0.00Available Credit for Cash Advances\$0.00

\*\*Important Notica\*\* We are unable to provide your Rewards Summary on this month's statement. To review your current Rewards balance or for additional

Rewards Information, please log in to your, account at or the Capital One Mobile Banking app

#### **Account Notifications**

Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account on our mobile app or at

Customer Service: 1-800-867-0904

See reverse for Important Information

40003



Please send us this portion of your statement and only one check (or one money order) to ensure your payment is processed promptly. Allow at least seven business days for delivery.

P ....

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AADB

Payment Due Date: Oct. 14, 2018

New Balance \$65.94

Minimum Payment Due \$15.00

Account Ending in 3395 Amount Enclosed

Amount Enclosed \$

1 4115079892633395 17 0065940023260015005 Petiti**@@@\_085** 



Pay	ment Informati	on		
Nov. 14, 201	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	and phone payments, le is 8pm ET.		
New Balance	Minimum Payment Due			
\$47.54	\$15.00			
ATP PLANED TAIT MEATING.	- 141 (al) (al)			
y your due date, you may ) IINIMUM PAYMENT WAR! ayment each period, you w	nave to pay a \$39.00 k VING: If you make only vill pay more in interest	y the minimum		
ATE PAYMENT WARNING y your due date, you may i AINIMUM PAYMENT WARH ayment each period, you w onger to pay off your balan if, you ptake no additional charges using this card and each menth you pay.	nave to pay a \$39.00 k VING: If you make only vill pay more in interest	ate fee.		

If you would like information about credit counseling services, call 1-888-326-8055

# 11/2/15

Page 1 or 2 Spark\* Visa Business Card Account Ending in 3395 Sep. 18, 2018 - Oct. 17, 2018 | 30 days in Billing Cycle

Account Summary			
Previous Balance	\$65.94		
Payments	\$65 94		
Other Credits	\$0.00		
Transactions	+ \$47.54		
Cash Advances	+ \$0.00		
Fees Charged	+ \$0.00		
Interest Charged	+ \$0.00		
New Balance	= \$47.54		
Credit Limit	\$1,500.00		
Available Credit (as of Oct. 17, 2018)	\$1,452.46		
Cash Advance Credit Limit	\$0.00		
Available Credit for Cash Advances	\$0.00		

\*\*Important Notice\*\* We are unable to provide your Rewards Summary on this month's statement. To review your current Rewards belance or for additional Rewards Information, please log in to your account at or the Capital One Mobile Benking app.

#### Account Notifications

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Customer Service: 1-800-867-0904

See reverse for important Information

400032



Please send us this portion of your statement and only one check (or one money order) to ensure your payment is processed promptly. Allow at least seven business days for delivery

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Payment Due Date: Nov. 14, 2018

New Balance \$47.54

Minimum Payment Due \$15.00

Account Ending in 3395

Amount Enclosed

000039691

AA10

DENISE L REBER GFL INC PO BOX 23824 OAKLAND, CA 94623-0824 [11]11[11]1[1]1[1 losed

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Iess paper! Now that you're paying your bill online or by phone, we'll no longer include a return envelope.

1 4115079892633395 17 0047540065940015002 Petition 000286

	ayment iss Transactions	
Vis		see detailed
and the second second		
-	REBER #3395: Payments, Credits and Ad	0.011111110
Oct 9	Description	Amoun - \$65.94
	ELECTRONIC PAYMENT	
DENISE L	REBER #3395: Transactions	A.,
Date	Description	. Amoun
Oct 7	GRUBHUBMONKEYTHAIGRUBHUB.COMIL	
DENISE L	REBER #3395: Total	\$47.5
1		
	ROSEN-HOVEY #4809: Transactions pend Link: \$500.00 Cash Spend Link: \$0.00	
Date	Description	Ampun
	pend Limit : \$500.00 Cash Spend Limit : \$0.00	
Date	pend Limit : \$500.00 Cash Spend Limit : \$0.00 Description msactions for This Period	
Date	Description	Amoun \$47.54
Date Total Tra	Description Insactions for This Period Fees	\$47.54
Date Total Tra Date	Description Insactions for This Period Fees Description	\$47.54 Amoun
Date Total Tra Date	Description Insactions for This Period Fees	\$47.54
Date Total Tra Date	Description Insactions for This Period Fees Description	\$47.54 Amoun
Date Total Tra Date Total Fei	Description Insactions for This Period Fees Description es for This Period	\$47.54 Amoun \$0.00
Date Total Tra Date Total Fer	Description Fees Description as for This Period Interest Charged	\$47.54 Amoun \$0.00 \$0.00
Date Total Fer Total Fer Interest C	Description Fees Description as for This Period Interest Charged Charge on Purchases	\$47.54 Amoun
Date Total Tra Date Total Fer Interest C Interest C	Description  Fees  Description  Fees  Description  Star This Period  Interest Charged  Charge on Purchases  Charge on Cash Advances	\$47.54 Amoun \$0.00 \$0.00 \$0.00
Date Total Tra Date Total Fer Interest C Interest C	Description  Fees  Description  As for This Period  Interest Charged  Charge on Purchases  Charge on Cash Advances  Charge on Other Balances	\$47.54 Amoun \$0.00 \$0.00 \$0.00 \$0.00
Date Total Tra Date Total Fer Interest C Interest C Interest C	Description  Fees  Description  Set for This Period  Interest Charged  Charge on Purchases  Charge on Other Balances  erest for This Period	\$47.54 Amoun \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

#### Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annus! Percentage Rate(APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	24.65% D	\$0.00	\$0.00
Cash Advances	26.65% D	\$0.00	\$0.00

680

Stay on top of your credit score Monitor your credit score with CreditWise" built right into the Capital One" mobile app.

Spark® Visa Business Card Account Ending in 33! Sep. 18, 2018 - Oct. 17, 2018 | 30 days in Billing Cyc

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Page 2 of

300



### ENERGY STATEMENT

www.pge.com/MyEnergy

#### Service For:

DENISE REBER 315 HANOVER AVÉ APT 301 OAKLAND, CA 94606

#### Questions about your bill?

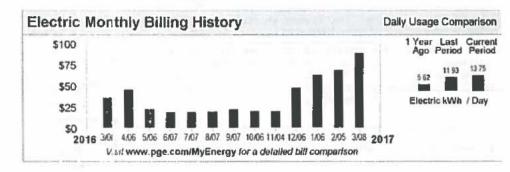
24 hours per day, 7 days per week Phone: 1-800-743-5000 www.pge.com/MyEnergy

#### Local Office Address

1425 Clay St OAKLAND, CA 94612

Your	Account	Summary
------	---------	---------

Payment(s) Received Since Last Statement -68 Previous Unpaid Balance \$0	Total Amount Due by 03/29/2017	\$88.33
Payment(s) Received Since Last Statement -68	Current Electric Charges	\$88.33
	Previous Unpaid Balance	\$0.00
	Payment(s) Received Since Last Statement	-68.07
	Amount Due on Previous Statement	\$68.07



#### Important Messages

CARE Program You may qualify for a monthly discount with the Cali ornia Alternate Rates for Energy (CARE) Program. To find out more and apply online, visit www.pge.com/care.

Usted podría reunir los requisitos de un descuento mensual con el California Alternate Rates for Energy Program (CARE). Para obtener más información y hacer su solicitud en Internet, visite www.pge.com/espanol/care.

Petiti0000887

Account No: 4814040425-

03/08/2017

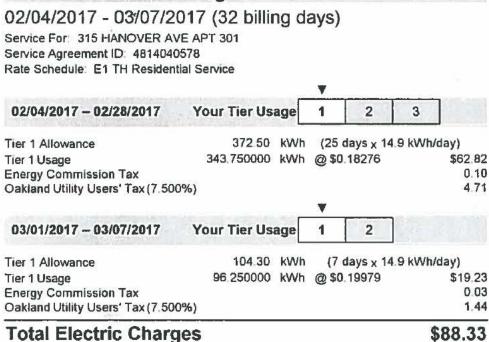
03/29/2017

Statement Date:

Due Date:

## ENERGY STATEMENT

#### **Details of Electric Charges**



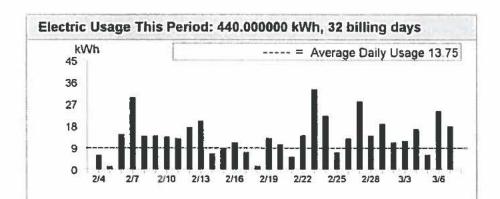
#### Account No: 4814040425-1 Statement Date: 03/08/2017 Due Date: 03/29/2017

#### Service Information

Meter #	1007676093
Current Meter Reading	14,936
Prior Meter Reading	14,496
Total Usage	440.000000 kWh
Baseline Territory	т
Heat Source	Electric
Serial	L
Rotating Outage Block	3A

#### **Additional Messages**

PLEASE NOTE: You are enrolled in a Tiered rate plan where the price of energy increases based on the amount of energy used. Effective March 1, your rate plan will be simplified and the number of tiers will be reduced from 3 to 2. For more information please visit: pge.com/tierchange









#### Account No: 4814040425-1 Statement Date: 04/06/2017 Due Date: 04/27/2017

#### Service For:

DENISE REBER 315 HANOVER AVE APT 301 OAKLAND, CA 94606

#### Questions about your bill?

24 hours per day, 7 days per week Phone: 1-800-743-5000 www.pge.com/MyEnergy

#### Local Office Address

1425 Clay St OAKLAND, CA 94612

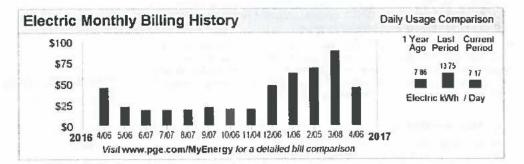
#### Your Account Summary

\$88.33
0.00
\$88.33
\$44.74
-18.71

#### Total Amount Due by 04/27/2017

\$

Current charges include a discount of \$17.40 for CA Climate Credit.



#### Important Messages

California is fighting climate change and so can you! Your bill includes a Climate Credit from a state program to cut carbon pollution while also reducing your energy costs. Find out how at EnergyUpgradeCA.org/credit.

Your account has an unpaid balance from a prior bill. To avoid missing a future payment, you may wish to sign up for our recurring payment service. Please visit www.pge.com/waystopay for all your payment options.

Continued on last page

\$114.36

Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.

#### 99904834040425300000044740000033436



Account Number: Due Dale: 4814040425-1 04/27/2017 Total Amount Due: \$114.36

Amount Enclosed:

\$

978210117591 01 AV 0.37 730 2866 14

315 HANOVER AVE APT 301 OAKLAND, CA 94606-1361 PG&E BOX 997300 SACRAMENTO, CA 95899-7300

Petiti 000090

# ENERGY STATEMENT

#### **Details of Electric Charges**

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#### 03/08/2017 - 04/05/2017 (29 billing days)

Service For: 315 HANOVER AVE APT 301 Service Agreement ID 4814040578 Rate Schedule E1 TH Residential Service

		65		2022203
03/08/2017 - 04/05/2017	Your Tier Us	age	1 2	
Tier 1 Allowance	432.10	kWh	(29 days	x 14.9 kWh/day)
Tier 1 Usage	208 000000	kWh	@ \$0 1997	79 \$41.56
Energy Commission Tax			0.0 <del>00</del> 000	0.06
Oakland Utility Users' Tax (7.500%)	)			3.12

#### **Total Electric Charges**

\$44.74

#### Account No: 4814040425-1 Statement Date: 04/06/2017 Due Date: 04/27/2017

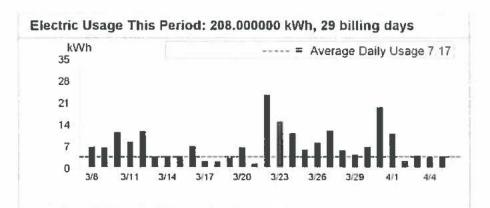
#### Service Information

Meter #	1007676093
Current Meter Reading	15,144
Prior Meter Reading	14,936
Total Usage	208 000000 kWh
Baseline Territory	Т
Heat Source	Electric
Serial	Let the second Let
Rotating Outage Block	3A

#### Additional Messages

You received a California Climate Crediton your electric bill. Households receive the electric credit twice a year, and small businesses receive it monthly. Learn how you can use these savings to further reduce your energy costs and help fight climate change at EnergyUpgradeCA.org/credit.

PLEASE NOTE: You are enrolled in a Tiered rate plan where the price of energy increases based on the amount of energy used. Effective March 1, your rate plan will be simplified and the number of tiers will be reduced from 3 to 2. For more information please visit: pge.com/tierchange









- 11

#### Important Messages (continued from page 1)

Thank you for your timely payments. You have an excellent payment record with us, and we thank you for your prompt payments.

Energy Savings Assistance Program: provides free home improvements to help keep your home more energy efficient, safe and comfortable. Apply by answering a few simple questions at www.pge.com/energysavings or call 1-800-989-9744.

Programa Energy Savings Assistance: proporciona mejoras al hogar sin costo para ayudar a que este sea más eficiente en el consumo de energía, más seguro y más cómodo. Solicite respondiendo a unas pocas preguntas simples en www.pge.com/ahorreenergía o llamando al 1-800-989-9744.

Electric power line safety PG&E cares about your safety. Be aware of your surroundings and keep yourself, tools, equipment and antennas at least 10 feet away from overhead power lines. If you see an electric power line fall to the ground, keep yourself and others away. Call 9-1-1.

Call 811 before you dig. A common cause of pipeline accidents is damage from digging. If you plan on doing any digging, such as planting a tree or installing a fence, please call 811 at least two working days before you dig. One free call will notify underground utilities to mark the location of underground lines, helping you to plan a safe project.





1220 FOIIOR SIFEEL, KOOM GHT Oakland, CA 94612-4283

Phone No. (510) 272-6973



DAKLAND, CA PERMIT NO. 29

**RETURN SERVICE REQUESTED** 

Voter Notification Card

18 146387

**ALAMEDA COUNTY** 

11/28/2018 Registration Date: Fecha de inscripción: 登記日期 Pelsa ng Pagpaparehistro: Ngày Ghi Danh:

DENISE REBERKENDRICK 689 4TH ST PO BOX 23824 OAKLAND CA 94623

For Elections on or After: 12/13/2018 Para las elecciones a partir del. 適合以下日期或此日期之後的選舉: Pora sa Mga Halalan sa o Pogkotapos ng: Cho các ký Bầu Cử vào hoặc Sau:

PARTY: NPP AFFIDAVIT: 65BT521924

PRECINCT: 336810.03

THIST GERLO HARE

U.S. POSTAGE

PAID

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Department of the Treasury Internal Revenue Service Ogden, UT 84201-0030



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Notice	CP503
Tax year	2017
Notice date	February 11, 2019
Taxpayer ID number	561-82-6797
To contact us	Phone 800-829 8374
Page 1 of 4	

б

Second reminder: You have unpaid taxes for 2017 Amount due: \$53.31

As we notified you before, our records show you have unpaid taxes for the tax year ended December 31, 2017 (Form 1040). If you don't pay \$53.31 by February 21, 2019, the amount of interest will increase and additional penalties may apply.

If you already have an installment or payment agreement in place for this tax year, then continue with that agreement.

#### **Billing Summary**

Amount you owed	\$52.79
Interest charges	0.52
Amount due by February 21, 2019	\$53.31

Continued on back...



denise beber Po Box 23824 Oakland Ca 94623-0824

Notice	CP503
Notice date	February 11, 2019
Taxpayer ID number	561-82-6797

Make your check or money order payable to the United States Treasury.

 Write your taxpayer identification number (561-82-6797), the tax year (2017), and the form number (1040) on your payment and any correspondence.

Amount due, to be received by February 21, 2019

\$53.31

2013772 CM KEND 30 0 501375 PL0 0000002337



Tel: 1-866-995-7387 Fax: 1-866-996-7387 https://www.blueskydrugs.com

Denise Reber Kendrick P.O. Box 23824 Oakland, California 94623 United States 
 Customer #:
 20653-21

 Date Of Birth:
 10/22/1958

 Invoice #:
 2624382

 Order #:
 BSD 0100352081

 Date Invoiced:
 01/24/2019

Description	Origin of Product	Dispensary	Quantity 0000	Refills
Frova (Frovatriptan) 2.5 mg	CHERRY CONTRACTOR	s an many Istanbul,	36	1



DENISE REBER PO BOX 23824 OAKLAND CA 94623-0824 Page: 1of3 Issue Date: Account Number:

Jan 22, 2019 137437712

Go paperless! Review and pay your bill digitally. We'll even send you an email or text when it's ready. Go to att.com/paperless to sign up now.

AutoPay: Set up automatic payments that you can update whenever you want. Go to att.com/autopay today.

Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.

Total due 8164 Please pay by: Feb 14, 2019

Account summary	
Your last bill	\$72.04
Payment, Jan 17 - Thank you!	-\$72.04
Remaining balance	\$0.00

Servi	ce summary			What's changed?	
	Account charges	Page 2	\$9.25 Last bill \$0.00, Difference +\$9.25	< Late payment fee	
	Internet	Page 2	\$30.00 Last bill \$30.00		
2	Phone	Page 2	\$42.39 Last bill \$42.04, Difference +\$0.35	< Taxes/Fees/Surcharges	
Total	services		\$81.64		

Total due Please pay by Feb 14, 2019

\$81.64

Confirmation # RIU042X7G





**Call 611** or text \*Pay from AT&T device 800.288.2020 TTY: 800.651.5111 from any other phone PD BOX 23824 94623

# **EXHIBIT B To Declaration**

-----Original Message-----From: Bob McIntosh <<u>BMcIntosh@leavitt.ca</u>> To: GFL DENISE <<u>gflrosen@aol.com</u>> Sent: Mon, Apr 17, 2017 10:00 pm Subject: Letter of Intent Hi Denise. I know Monday and Tuesday's are tough

Hi Denise. I know Monday and Tuesday's are tough for you; call me to discuss upcoming meeting with Todd and Justin and other items when you have time.

I have sent this LOI to you a few times – hopefully this one does this trick ③ I think we should move the sale back to end of April, giving us a little more time to transition business properly.

Bob McIntosh | Senior Vice President

Dedicated to Safety Excellence - "Alert Today, Alive Tomorrow"



#115 - 16 Fawcett Road | Coquitlam, BC V3K 6X9 Direct: (604) 472-3569 | Cell: (604) 838-9895 Toll Free: 1-866-LEAVITT | Fax: (604) 607-4455

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Letter of Intent -G.F.L. Inc.doc From: Bob McIntosh Sent: Tuesday, June 13, 2017 11:04 PM To: @leavitt.ca>; Denise Kendrick <DKendrick@leavitt.ca> Subject: Gas Card - Denise Kendrick

Denise is our branch manager in Oakland. We have a special arrangement with her, where she will stay on a consulting agreement for the next year, rather than an employment agreement.

She is constantly back and forth from our Lathrop and Oakland operations. Can you please issue her a gas card?

Thank you.

Bob McIntosh | Senior Vice President Dedicated to Safety Excellence – "Alert Today, Alive Tomorrow"



#115 - 16 Fawcett Road | Coquitlam, BC V3K 6X9 Direct: (604) 472-3569 | Cell: (604) 838-9895 Toll Free: 1-866-LEAVITT | Fax: (604) 607-4455

#### (INSERT VENTURIS CAPITAL CORPORATION LOGO)

#### LETTER OF INTENT

#### CONFIDENTIAL

Denise Kendrick G.F.L. Inc. 151 Darcy Parkway Lathrop, CA 95330 (the "Vendor")

#### Re: Purchase of G.F.L. Inc.

This letter of intent sets out the basis upon which Venturis Capital Corp. or it's nominee (the "Purchaser"), proposes to acquire from you:

(a) All of the Company assets excluding Accounts Receivable

It is the intent of this letter that it set out with sufficient particularity the details of the transaction contemplated by the parties so that the parties may know the general terms of the definitive purchase agreement (the "Purchase Agreement") to be executed by them. Other than the confidentiality, exclusivity, and termination provisions described herein, this letter is not intended to constitute a binding agreement except to the extent that it establishes an obligation on each party to negotiate in good faith with a view to concluding the Purchase Agreement.

#### 1. Purchase.

On the basis of the representation and warranties, and subject to the conditions, to be negotiated and settled in the Purchase Agreement, the Purchaser agrees to purchase the Assets less Accounts Receivable on the following terms:

Purchase Price: The Purchaser will pay to the Vendor a purchase price in the sum of

Payment of the Purchase Price: The Purchase Price shall be paid to the Vendors in instalments as follows:

- (a) payable on the Closing Date; and
- (b) payable 6 months following the Closing Date.

*Employment of Vendor*: Following the Closing Date, the Vendor shall be employed by the Purchaser in a management capacity at a total salary of per year, plus business expenses approved by

Purchaser. The Vendor shall be entitled to 2 weeks of holidays per year. After first year of operation, Vendor shall have opportunity for a special "bonus" or "commission" based on revenue and profit growth which will be mutually agreed upon by Vendor and The Purchaser.

*Employment of Sales Representative(s) and Supporting Staff:* The Purchaser shall employ, at the Purchaser's expense, sales representative(s) designated by the Purchaser. A Parts Assistant / General Labourer (

*Rent:* The Purchaser will take over the existing lease agreement at 151 Darcy Parkway, Lathrop, CA 95330) at the current rate for remainder of term; Purchaser will be responsible to pay all land and building improvements during this time. In addition, Purchaser and Vendor will review additional yard space at the Port of Oakland, for storage of Rental Inventory. Purchaser will enter into a lease agreement on additional space after reviewing lease terms.

*Purchaser's Conditions Precedent*: The Purchaser's obligation to complete the acquisition of the assets is conditional upon:

- (a) the Purchaser being satisfied, in its sole discretion, with the results of its due diligence investigation of the Vendors and Company;
- (b) the negotiation, settlement, execution and delivery of all written agreements necessary to give effect to the transaction contemplated herein, on terms satisfactory to the Purchaser;
- (c) there being no material adverse change in the affairs, assets, liabilities, financial position or prospects of the Company from that shown on the Company's most recent financial statements;
- (d) the business and affairs of the Company being conducted diligently in the ordinary and normal course and the Vendors preserving the Company's business and good relationships with its employees, customers and suppliers;
- (e) such other conditions as may be negotiated and settled upon in the Purchase Agreement.

#### 2. Investigation and Conduct of Business.

The Vendor will allow the Purchaser and its agents to have immediate and full access to all offices, properties, books and records of the Company for the purpose of enabling the Purchaser to conduct its due diligence investigations and will fully cooperate with the Purchaser in the conduct of such investigations. Access shall be provided at such times as are mutually agreeable to the parties, so as to minimize disruption to the Company's business. Without limiting the generality of the foregoing, the Vendor shall provide to the Purchaser within 7 days of acceptance of this letter of intent, complete and accurate financial statements for the Company's last three fiscal years, copies of all material contracts and customer agreements, an itemized list of the assets of the Company, and a detailed list of the Company's employees (including position, date of hire, present wages and

benefits and date of last increase).

The Vendor will endeavor to include, in information furnished to the Purchaser or obtained by the Purchaser in the course of the Purchaser's due diligence investigations, all information known to the Vendors which would reasonably be considered to be relevant for the purposes of the Purchaser's investigation and from sources which the Vendor believes to be reliable and will not knowingly withhold any information as to make anything contained in the information furnished to the Purchaser misleading.

#### **3.** Date of the Agreement and Closing.

The Closing Date shall be April 15, 2016, or such earlier or later date as the parties may agree in writing. Upon receipt of a copy of this letter executed by the Vendor, the Purchaser will instruct its legal counsel to prepare a Purchase Agreement, Shareholder Agreement other documents fulfilling the terms of this letter and such other filings, exhibits, schedules, representations, warranties, terms and conditions as are customary in a transaction of this type.

#### 4. Confidentiality.

The Purchaser, the Vendor and the Company will keep this letter and their mutual interest in the proposed transaction (as well as all information obtained in connection with their respective due diligence investigations), including any negotiations between the Purchaser and the Vendors in respect thereof, strictly confidential. Upon execution of this letter, the Vendor will cease any and all discussions, whether direct or indirect, with persons other than the Purchaser, with respect to the proposed transaction and will enter into no other such discussions with third parties prior to either of the termination events set forth in paragraph 5.

#### 5. Termination.

This letter may be terminated and the transaction contemplated hereby may be abandoned or terminated:

- (a) at any time by the mutual agreement of the parties hereto, or
- (b) by any party hereto following the date that is 30 days after of receipt by the Purchaser of a copy of this letter signed by the Vendor, unless extended by mutual agreement or the execution and delivery of the Purchase Agreement.

#### 6. General Provisions.

This letter contains an outline of terms only and, except for paragraphs 4, 5 and 6 (the "Binding Provisions") shall not be legally binding upon any party hereto. The actual Purchase Agreement and supporting documentation may well be the subject of further negotiation and contain matters not touched upon by this letter as we mutually pursue in good faith the completion of the transaction

we both desire.

This letter may be signed in two or more counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement and shall be governed by the laws of the <u>State of California, USA</u>.

Each party hereto shall bear all expenses incurred by it in connection with this letter, including, without limitation, the charges of their respective legal counsel, accountants, financial advisors and finders.

Please indicate your consent and agreement to the foregoing by signing both copies of this letter in the space provided below and returning one fully executed copy to us by no later than noon, on February, 2017 otherwise our obligations hereunder shall terminate and be of no further force or effect.

Yours very truly,

**VENTURIS CAPITAL CORPORATION** by its authorized signatory:

Bob McIntosh

Accepted by the Vendor this \_\_\_\_ day of February, 2017

**G.F.L INC** by its authorized signatory:

Denise Kendrick

From: Bob McIntosh Sent: Tuesday, March 13, 2018 11:10 PM To: Denise Kendrick < DKendrick@leavitt.ca>

Cc:	@leavitt.ca>;	@leavitt.ca>;
@leavitt.ca>;		@leavitt.ca>;
@leavitt.ca>		

Subject: Update on American Canyon Property - CA

To ensure we're all on the same page with things:

- Lease agreement was finalized and signed by me today. We had to have a contingency in the agreement to ensure we can get a Conditional Use Permit (CPU) from American Canyon Towship / City. We also have a contingency of site inspection on the March 21<sup>st</sup>.
- Cheque has been cut for \$ \_\_\_\_\_\_ this is for first month rent, and damage deposit. Couriered to Realtor and tracking # provided. This is to hold property until we inspect.
- Todd and Justin are going down on the 21<sup>st</sup>, as well as see the site. Todd is representing me, as I'm on holidays for that week. Les has offered to pick both of them up and take them to the location as well as show them a few key accounts (Pinnacle).
- Todd and Justin are also meeting with Skip and I would assume Denise and Steve Mehrens (parts contact). Justin will send out their travel details.
- Realtor (Burt Polson) is lined up to coordinate the showing contacts #'s have been passed.

Denise call me tomorrow to discuss the CPU details, as I need to update Tyler and Burt on where we're at

Bob McIntosh | Senior Vice President

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# **EXHIBIT C To Declaration**

	CALIFORNIA
1	ASSOCIATION
2	OF REALTORS

ê.

#### COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL.Revised 10/01)

Dat	e (For reference only): 10-16-205 Martin + Camilla Moates ("Landlord") and GFL, Inc. ("Landlord") agree as follows:
-	GFL. Inco (Landiora) and (Landiora)
1.	PROPERTY: Landlord fents to Tenant and Tenant rents from Landlord, the real property and improvements described as: SI DIARCY PROVING - LATTHEOP CA 95330 ("Premises"), which comprise approximately 100 % of the total equare footage of rentable space in the entire property. See exhibit for a further
	comprise approximately <u>100</u> % of the total equare lootage of rentable space in the entire property. See exhibit for a further description of the Premises.
2.	TERM: The term shall be for ONE years and months, beginning on (date) November 01, 2015 ("Commencement Date").
	(Check A or B): A. Lease: and shall terminate on (date) <u>Ortober 31, 2016</u> at <u>Midnight</u> AM PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
	B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at
	least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.  C. RENEWAL OR EXTENSION TERMS: See attached addendum
3,	BASE RENT:
10	A. Tenant sgrees to pay Base Rent at the rate of (CHECK ONE ONLY:) (1) \$ per month, for the term of the agreement.
٠	<ul> <li>(1) \$ per month, for the term of the agreement.</li> <li>(2) \$ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for</li> </ul>
	(the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI
•	preceding the first Calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely
	reflects the CPI.
	S per month for the period commencing and ending and
	- S blir monun for the benad commencing and anding
	(6) Other. 3900 2 Der month for the first year unin 270 menere peryear ivereatten "This chimic
	B. Base Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day.
	C. If Commencement Date fails on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall
	be prorated based on a 30-day period.
4.	RENT: A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
	B. Payment: Rent shell be paid to (Name) Martin & Camilla Moates , at (address) 430 West Schulte Road - Tracy - CA - 95376 , or at any other
	4-30 West Schulte Road - Tracy - CA - 95376 , or st any other location specified by Landlord in writing to Tenant.
	C. Timing; Base Rent shall be paid as specified in paragraph 3. All-other Flont shall be paid within 30 days after Tenant is billed by Landlord.
6.	EARLY POSSESSION: Tenant is entitled to possession of the Premises on November 01, 2015
	If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is is is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is
	obligated to comply with all other terms of this agreement.
6.	A. Tenant agrees to pay Landlord \$ 900 9 as a security deposit. Tenant agrees net to held Breker responsible for its return. (IF CHECKED:) [] If Base Rent Increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion
	as the increase in Base Rent.
	B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, sociuding ordinary wear and taar, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy. Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of the security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after
	deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession. C. No interest will be paid on security deposit, unless required by local ordinance.
Lip	te copyright taws of the United States (Title 17 U.S. Code) forbid the Landlord and Tenant acknowledge receipt of a copy of this southorized reproduction of this form, or any portion thereof, by photocopy page.
C	achine or any other means, including facsimile or computerized formats. pyright © 1998-2001, CALIFORNIA ASSOCIATION OF REALTORS®, C. ALL RIGHTS RESERVED. Reviewed by
C	L-11 REVISED 10/01 (PAGE 1 of 6) Broker or Designee Dete
	COMMERCIAL I EASE AGREEMENT (CL-11 PAGE 1 OF 6)
	Gate Code
	¥ 3109 Petitio001065

<ul> <li>be parking <u>R</u> is <u>be</u> is not included in the Bate State charged pursuant to parking operable moticing. The parking operable moticing the beau do the parking operable moticing the parking approx and appro</li></ul>		151 D'ARCY PARKWAY LATTHEOP, CA 9	5330 Date 10-16-2015
A. Rent: From Nav 01, 2015       To Dr. 01, 2015       \$ 900, 00			
A. Rent: From Nul (J), 2015       To Due (J), 2015 <td></td> <td></td> <td></td>			
B. Beouthy Dopast B. B. Beouthy Dopast B. B		Alexandre The ALEXANT - CODE DE RECEIVED	DUE DATE
C. Other: <u>CM1115 - Notion bet 2015</u> \$ <u>235.00</u> \$ <u>0.35.00</u> \$	Α.	A. Rent: From / Va/ 01, 2015 To 14001, 2015 \$ 700,000 \$ 900,00	S
C. Other: <u>CM1115 - Notion bet 2015</u> \$ <u>235.00</u> \$ <u>0.35.00</u> \$		Date Data Goo op GDA DA	
Other       Category       5       5       5       5         E       Total:       S2055.02       5       S       S         B. PARKING: Temant is entitled to       There of the set o	<b>B</b> .	B. Security Deposit	
E Total: Calegory E Total: Ca	c.	c. other. CAM'S - Novamber 2015 \$ 235.00 \$ 235.00	·
<ul> <li>E Total:</li></ul>	D.	D. Other:\$\$	s
<ul> <li>PARKINNC; Tenant is entitled to <u>INPEC (a)</u> unreverved and <u>personnels</u>. reserved vehicle parking spaces to parking QE is <u>an other headed in the Base Rent charged proximits to be used to parking oparable motor vehicles in an other there is to be used to parking oparable motor vehicles income the tenson of the tenson. A second of the tenson of tenson of tenson of the tenson of the tenson of the tenson of the tenson of the tenson of the tenson of tenson</u></li></ul>			
vabilities in not allowed in parking space(s) or elsewhere on the Premises. No vemight parking is permitted.         ************************************	8.	8. PARKING: Tenant is entitled to <u>Trices</u> (3) unreserved and <u>unreserved and</u> to parking <u>A</u> is <u>is</u> is not included in the Base Rent charged pursuant to paragraph 3. If not include be an additional <u>s</u> per month. Parking space(s) are to be used for parking or campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only.	erable motor vehicles, except for trailers, boats Parking space(s) are to be kept clean. Vehicles
<ul> <li>The right is defined atorge spece ☐ is not included in the Base from the group mount to paragraph 0. If not included in the Base from the paragraph 0. If not included in the Base from the paragraph 0. If not included in the Base shell be an additional 0. Second 1. The second between the second 1. The second 1</li></ul>			
<ul> <li>terings eques shall be an additional 5</li></ul>	-	5. ADDITIONAL STORAGE: Storage is permitted as follows:	
<ul> <li>terings space shall be en additional 5</li></ul>			to unaccept 3 if not included in Same Reni
<ul> <li>OR B. [] (If checked) Paragraph 14 does not apply.</li> <li>15. USE: The Premises are for the sole use as <u>[P]emarketing Parts Sales</u>.</li> <li>No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord property insurance, Tenant shall pay for the Increased cost. Tenant will comply with all taws affecting its use of the Premises.</li> <li>18. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and iscansees of Tenant do not, dist endanger, or Interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not using, manufacturing, selling, storing, or transporting Ilicit drugs or other contraband, or violate any law or ordinance, or committing nuisance on or about the Premises.</li> <li>17. MAINTENANCE:</li> <li>A. Tenant OR [] (If checked, Landlord) shall professionally maintain the Premises Including heating, air conditioning, electrical, pla water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fella</li> </ul>	10. 11. 12.	<ul> <li>periabelis goods, fiammable meterials, explesives, or other dangerous or hazardous material. To clean up of any contamination seased by Tenant's use of the storage area.</li> <li>10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent to incur costs and expenses, the exact amount of which are extremely difficult and impractical to immited to, processing, enforcement and accounting expenses, and late charges imposed on Landh not received by Landlord within 5 calendar days aftar data due, or if a check is returned N \$ 10° or detail as late charge, plus 10% interest per annum on the delinquent amount a deemed stiditional Rent, Landlord and Tenant agree that these charges represent a fair and reason reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due a Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or previous remedies under this agreement, and as provided by law.</li> <li>11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premi following exceptions:</li></ul>	anant shall pay for, and be responsible for, the or issuance of a NSF check may cause Landlord letermine. These costs may include, but are no rd. If any installment of Rent due from Tenant is SF. Tenant shall pay to Landlord, respectively ad \$25.00 as a NSF fee, any of which shall be able estimate of the costs Landlord may incur b hall be paid with the current installment of Rent (Tenant. Landlord's right to collect a Late Charge int Landlord from exercising any other rights and a la clean and in operative condition, with the se is clean and in operative condition, with the set is clean and in operative condition operation and is use. Tenant has made its own investigation to Tenant. Set is clear to a set is clear to a set is clear to a set is clear to a set is clear to a set is of the set is clear to a set is clear to a
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### - ALTERATIONS: Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's

- ALTERATIONS: Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. GOVERNMENT IMPOSED ALTERATIONS: Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. ENTRY: Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may entar Premises at any time without prior notice.
- 21. SIGNS: Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or \_\_\_\_\_\_) day period preceding the termination of the agreement.
- 22. SUBLETTING/ASSIGNMENT: Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subjetting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of iaw, or otherwise, shall be null and void, and, at the option of Landlord, lerminate this agreement. Any proposed sublesse, assignee, or transfere shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublesse, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. POSSESSION: If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or \_\_\_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. TENANT'S OBLIGATIONS UPON VACATING PREMISES: Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and, (vii)

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. BREACH OF CONTRACT/EARLY TERMINATION: In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination: (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of the balance of the term after the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to terms of this paragraph; this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be bated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 27. HAZARDOUS MATERIALS: Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION: If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.

loss or damage covered by insurance. Kelly Business Park Commercial Condominium Association, c)- The Management alternative, 1932 West Orangeburg Avenue, modesto, CA, 95350 shall be named as an additional insured.

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CL-11 REVISED 10/01 (PAGE 3 of 6)	Broker or Designee Date

COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 3 OF 6)

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#### 35, JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

D'AREY PARKWAY-LATTHROP 95330 Date 10-16-2015

38. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated: Tananti

Landiord.		i enam.	
MOATES		GFL, Inc	689 4th st
430 West Schu	ilte Rd	P.D. Box 23821	4
	5376	Oakland CA	94623
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Notice is deamed affective upon the sariiest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

- 37. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
- 38. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landiord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
- OTHER TERMS AND CONDITIONS SUDDI ENGUTE. 30

and in such

	-
A) Two door keys to be returned at end of tenancy.	
BY ONE mailbox key to be returned at end of tenancy.	
2) If keys are not returned, tenant agrees to pay rekeying charges.	
D) Tenarth agrees to obtain all necessary permits Alcences from The City of	
Lathrop and the Fire Department.	
E) Tenant acknowledges receipt of CG+R'S	
E) Tenant acknowledges receipt of threadiliance / Heat Pump manual	
G) If items (E) + (E) are not returned at end of tenancy, tenant agrees	
to pan a \$10,00 charge.	
H) Proof of Insurance for additional insured(s) must be supplied	
before keys are supplied to tenant.	
I) Two fire extinguishers provided by Landlord.	
(1) Landlord 15 providing 3 storage racks and one bench for knowt use	
(1) Lunginta 10 providing 3 Storage i when and one server for kroin use	
The following ATTACHED supplements/exhibits are incorporated in this agreement:	
Exhibit "A" Arepayment Rental Discount	
40. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entir reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.	tled to
41. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of an	
agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statemen terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any pro-	
of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement	t shall
be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.	
42. DROKERAGE: Landlord and Tanant-shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tena	
Landierd has utilized the convisce of, or for any other-reason owes compensation to, a licensed real estate broker (individual or corporate),	
finder as other paties, other than an anned in this annoanal in canadian with any ast rolation to the Promiser including, but had ilmit	and the second second

inquince, introductione, consultatione, and negotiatione leading to this agreement. Tenant and Landiord cook-agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistant with the warranty and representation in this paragraph 42:

<b>3. AGENCY CONFIRMATION: The following</b>	g agency relationships are hereby confirmed for this transaction:
Licing Agent:	(Print Firm Name) is the agent of (check one):
Cana and a cherapteril or Capari	die Fenant die Landord.
Selling Agent:	(Print Print Print Print Printe) (it not same as Listing Agent) is the agent of (check-one):

- the Tenant exclusively; or - - the Landlord exclusively; or - - both the Tenant and Landlord:

Real Estate Brokers are not parties to the agreement between Tenant and Landiord.

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COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 5 OF 6)

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE): Tenant shall execute and return a tenancy statement (estoppet certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement; (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER: Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferree. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION: This agreement shall be subordinate to all existing tiens and, at Landtord's option, the tien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the tien of any deed of trust or mortgage entered into after execution of this agreement. Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgages, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lesse, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lesse, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement Landlord may cancel this agreement: (I) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant falls to pay Rent or comply with any other obligation under this agreement. 34. DISPUTE RESOLUTION:
  - A. MEDIATION: Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
  - <sup>B</sup> ARBITRATION OF DISPUTES: (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

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

(3) BROKERS: Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

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

"WE HAVE READ AND UNDERSTA	ND 1	THE FOREGOING	AND	AGREE TO	SUBMIT DIS	PUTES	ARISING
OUT OF THE MATTERS INCLUDED	IN T	THE 'ARBITRATIO	N OF	DISPUTES	PROVISION	N TO	NEUTRAL
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CL-11 REVISED 10/01 (PAGE 4 of 6)

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COMMERCIAL LEASE	AGREEMENT (CL	-11 PAGE 4 OF AL	

Reviewed by

Broker or Clesignee 🔔

5 D'ARCY PAN	erway -LATTHEOP CAC	75330 Date 10-16-2015
verify representations made by others; (i advice; (v) will not provide other advice obtain a real estate license. Furthermore, decide what rental rate a Tenant should	<ul> <li>ii) will not verify zoning and land use res or information that exceeds the knowled if Brokers are not also acting as Landlor pay or Landlord should accept; and (vii)</li> </ul>	dge, education or experience required to rd in this agreement, Brokers: (vi) do not
- 651 144		Date 10/16/15 State CA Zip 94623
Tenant GFL, Inc. Denise Kendrick-In	esident	
(Print name)	22021 0111	10 01/02
Address 689 47 57, P.D. Bak		Stale OF Zip 74623
F Tenant Danise Kenduck	2	Date_10/16/15
(Print name)		
	City	State Zip
Landlord Camilla Moates (owner or agent with authority to enter into		Date_10/16/15
Address 430 West Schulte + Landlord <u>Address</u>	Ed . City Tracy	Stale CA Zip 95376
Landlord <u>Camella Mode</u> (owner or agent with authority to enter into	this agreement)	Date 10/16/2015
Address	City	State Zip
Agency relationships are confirmed as above. Real Landiord and Tenant. Real Estate Broker (Leasing Firm) By (Agent)	estate brokers who are not also Landlord in this a	agreement are not a party to the agreement between
	· char	
Address Fax	E-mail	State Zip
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Real Estate Scoker (Listing Firm) _,	$ \longrightarrow $	X
By (Agent)		Date
Address	Sitz	State Zip
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THE FORM HAS DEEN ADDONED BY THE CALLEODS		CONTATIONUS MADE AS TO THE LEGAL VALIDITY OF

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS, IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the enfine real estate industry. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics. Published and Distributed by: REAL ESTATE BUSINESS SERVICES INC. a subscriber of the CALIFORNIA ASSOCIATION OF REALTORS® Reviewed by Reviewed by

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c 525 South Virgil Avenue, Los Angeles, California 90020

CL-11 REVISED 10/01 (PAGE 6 OF 6)

Reviewed by	
Broker or Designee	Date

COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 6 OF 6)

Petitico 001011

PAGE 01

Page 1 of 1

151 D'Arcy Parkway Lathrop CA 95330

GXHIBIT "A"

It is understood by all parties that to take advantage of the PRE-PAYMENT RENTAL DISCOUNT, the rent must be paid before the is of the month. The rent must be received by <u>One acu</u> before the is of the month. The rent must be received by <u>One acu</u> before the is of the month. Fallure to receive the payment because of poor mail delivery, holidays, etc., will not be accepted as a reason for late payment. You will be charged the contract amount.

**Pre-Payment Rental Discount** 

If rent is received by <u>One day before the 157</u> of Each month you may deduct the amount of the pre-payment discount listed below off the regular rent amount. If paid on the 157 to the 57.5° of the month, your rent is the regular contract monthly amount. Starting with the off day of the month, and until all delinquent rent charges plus all late fees are paid in full, you will be charged a <u>TEN</u> DOLLARS PER DAY (\$ 10<sup>29</sup>) LATE FEE. These charges will continue to accumulate even if an eviction notice and action has been taken. All late and current charges must be paid in full to stop the additional late payment charges.

\* This prepayment rental discount does not apply to move in payments.

REGULAR MONTHLY RENT IF PAID ON THE ST TO THE 51 OF THE MONTH:

\$ 900 + 235 ℃ CAM's

Regular monthly rental amount:

02/04/2004 23:47

Free Real Estate Forms

Pre-payment Discount If paid before the 15t of the month:

Rental amount due with discount:

Regular monthly rental amount:

\$ 113500

MONTHLY RENT IF PAID AFTER THE STA OF THE MONTH:

90000 + 23500 CAM charge

PLUS

Total Rental amount due with late fee will depend on number of days rent

Oper day late fee if paid after the 5th day of the month.

is late.

I HAVE READ THE ABOVE AND I AM IN FUL	LL AGREEMENT WITH IT.
Terart Dania Kinduck	Date 0 16 15
# Tenant	Date
Owner ( Cenellam )de	C Date 10/10/15

Treal Fatate Goldanal

# **EXHIBIT D To Declaration**

## **Great Contractor's Yard**

With Freeway Visibility for Lease 4100 Paoli Loop Road, American Canyon, CA





## Property Size: ± 4,920 SF

As exclusive agents, we are pleased to offer the following space:

Office Space:	±3,120 SF
Warehouse Space:	±1,800 SF
Yard Space:	±27,250 SF

**Comments:** This lease opportunity is located adjacent to Highway 29 at the entrance to the Napa Valley. Great access to Highway 29, Highway 37, Highway 12, and I-80. Super-rare combination of warehouse and office space, perfect for contractors, landscapers, telecom service companies or general storage.

- Fully fenced and partially paved yard space
- Clean, functional offices including large meeting rooms, kitchenette, ten (10) privates. Features include working key-card access, updated landscaping, sixteen (16) parking stalls and generous window line
- Two (2) grade level doors
- ±15.5' ceilings in warehouse
- Zoning: Light Industrial

Graden Travis Senior Managing Director 925.974.0104 <u>gtravis@newmarkccarey.com</u> CA RE License #00871716 Tyler Epting Managing Director 925.974.0238 <u>tepting@newmarkccarey.com</u> CA RE License #01317533

### Newmark Cornish & Carey

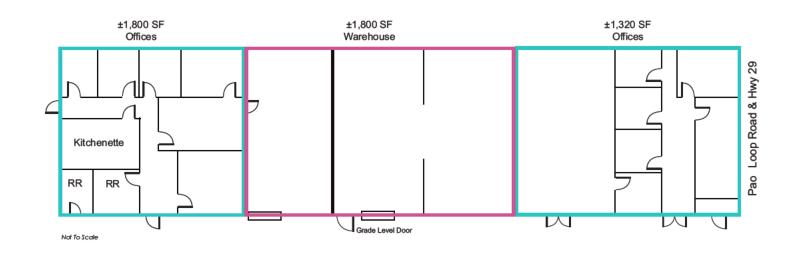
1333 N. California Boulevard, Suite 343, Walnut Creek, CA 94596 www.newmarkccarey.com

Procuring broker shall only be entitled to a commission, calculated in accordance with the rates approved by our principal only if such procuring broker executes a brokerage agreement acceptable to us and our principal and the conditions as set forth in the brokerage agreement are fully and unconditionally satisfied. Although all information furnished regarding property for sale, rental, or financing is from sources deemed reliable, such information harpol target to us and our principal and the conditions as set forth in the brokerage agreement are fully and unconditionally satisfied. Although all information furnished regarding property for sale, rental, or financing is from sources deemed reliable, such information that to subject to errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notes as the fully and unconditioned to us principal.

## **Great Contractor's Yard**

### With Freeway Visibility for Lease 4100 Paoli Loop Road, American Canyon, CA







Graden Travis Senior Managing Director 925.974.0104 <u>gtravis@newmarkccarey.com</u> CA RE License #00871716 Tyler Epting Managing Director 925.974.0238 <u>tepting@newmarkccarey.com</u> CA RE License #01317533

### Newmark Cornish & Carey

1333 N. California Boulevard, Suite 343, Walnut Creek, CA 94596 www.newmarkccarey.com

Procuring broker shall only be entitled to a commission, calculated in accordance with the rates approved by our principal only if such procuring broker executes a brokerage agreement acceptable to us and our principal and the conditions as set forth in the brokerage agreement are fully and unconditionally satisfied. Although all information furnished regarding property for sale, rental, or financing is from sources deemed reliable, such information har port test verse of the condition is made nor is any to be implied as to the accuracy thereof and it is submitted subject to errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notife a CLLL COLL on the principal.

#### From: Bob McIntosh Sent: Tuesday, March 13, 2018 11:10 PM To: Denise Kendrick <DKendrick@leavitt.ca>

Cc:	<pre>@leavitt.ca&gt;;</pre>	<pre>@leavitt.ca&gt;;</pre>
@leavitt.ca>;		@leavitt.ca>;
@leavitt.ca>		
Subject: Update on Ame	rican Canyon Property -	CA

To ensure we're all on the same page with things:

- Lease agreement was finalized and signed by me today. We had to have a contingency in the agreement to ensure we can get a Conditional Use Permit (CPU) from American Canyon Towship / City. We also have a contingency of site inspection on the March 21<sup>st</sup>.
- Cheque has been cut for \$ \_\_\_\_\_\_ this is for first month rent, and damage deposit. Couriered to Realtor and tracking # provided. This is to hold property until we inspect.
- Todd and Justin are going down on the 21<sup>st</sup>, as well as see the site. Todd is representing me, as I'm on holidays for that week. Les has offered to pick both of them up and take them to the location as well as show them a few key accounts (Pinnacle).
- Todd and Justin are also meeting with Skip and I would assume Denise and Steve Mehrens (parts contact). Justin will send out their travel details.
- Realtor (Burt Polson) is lined up to coordinate the showing contacts #'s have been passed.

Denise call me tomorrow to discuss the CPU details, as I need to update Tyler and Burt on where we're at

Bob McIntosh | Senior Vice President

Dedicated to Safety Excellence – "Alert Today, Alive Tomorrow"



#115 - 16 Fawcett Road | Coquitlam, BC V3K 6X9 Direct: (604) 472-3569 | Cell: (604) 838-9895 Toll Free: 1-866-LEAVITT | Fax: (604) 607-4455

# **EXHIBIT E To Declaration**

Shara US	MC-()	Home	Helio, DENISE 💌	English 🕶	Search aa.com	9
At erican Airlines	Plan Travel	Trave	l Information	n A	Advantage	

Thank you. Your email has been sent.

1

Your trip is booked

Once the status of your trip is 'Ticketed,' you'll receive a confirmation email and can print your itinerary and receipt on sa.com (usually within 3 hours).

Tuesday May 1, 2018				40,000 miles	
AA Record Locator		Reservation Name	-	+\$30.80 USD	
EHEXOS		SFO/SYD		1	
Your record locator is your reserva will be needed to retrieve or refere	ation confirmation number and ance your reservation.	Status: Ticket Pending on Jan 26,	2018		
Flight	Depart	Arrive		Current Mileage Bala	ince
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				Mileage Balance Afte	ər
American Airlines	Los Angeles (LAX)	Sydney (S)			4.495
73	May 1, 2018 11:10 PM Travel Time : 15 h 5 m				1,185 mil
Create Notification @	Class : Economy	Booking Cod Plane Type :		Taxes & Carrier-Impo	osed Fees
	Seat: 22J			Тахеş	\$30.1
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				Flight Subtotal	





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	đ,	2nd Carry-On	No Charge	45 din / 114 dcm	Maximum dimensions not to exceed: 22° long x 14° wide x 9° tall (56 x 35 x 23 cm)
umerican Airlinea nternational	۱İb	1st Carry-On	No Charge	36 din / 91 dam	Includes: purse, briefcase, laptop bag or similar item that must fit under the seat in front of you.
		2nd Carry-On	No Charge	45 din / 114 dcm	Maximum dimensions not to exceed: 22" long x 14" wide x 9" tail (56 x 35 x 23 cm)
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#### Need More Miles?

Purchase the miles you need to reach your next award and be on your way!

Buy Miles!

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* Shana- merican Airlin	nes 🔪 Pla	an Travel	Trave	I Information	r	A	Advantage	Ģ
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Note: This is not a receipt. Fares a	are guaranteed up to 24 ho	ours, This reservation will	lautomatic	cally cancel if not pur	chased by	the da	te indicated in the status f	ield.
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Save time at the airport! Add you	ur travel information below	to check-in online.	-			Pur	chase the miles you need ch your next award and br	
SHANA KENDRICK		M	ore informa	ation needed to trave		you	r wayl Buy N	hiesi
Trip Contact Information								
We may need to contact you in phone number, This information			a your trip,	Please enter your o	ell			
1 Area Code and Nur	nber							
							Petitio 000120	

Summary More information is required before this passenger can travel.	Secure Flight Information	Frequent Flyer Number Not an AAdvantage member?
Trip insurance		
Protect your trip		
		axico when purchasing a reservation online and helps nore by visiting Travel Insurance From Allianz Global

# **EXHIBIT F To Declaration**

ORANGE COUNTY CALL CENTER PO BOX 5007 BUENA PARK CA 90622-5007



Mail Date: 07/19/2010 SSN: 544-08-0205

EDD Telephone Numbers: English 1-800-300-5616 Spanish 1-800-326-8937 Cantonese 1-800-547-3506 Mandarin 1-866-303-0706 Vietnamese 1-800-547-2058 TTY 1-800-815-9387

Halandan Halanda Halanda Halanda Halanda DAYNA L JEAN 9812 HICKOCK DR STOCKTON CA 95209-1327

#### NOTICE OF UNEMPLOYMENT INSURANCE AWARD

1. Claim Beginning Date:	07/04/2010-	2.	Claim Ending Date:	07/02/2011
3. Maximum Benefit Amount:	\$11700	4.	Weekly Benefit Amount:	\$450
5. Total Wages:	39,462.60	6.	Highest Quarter Earnings:	12,832.40
7. Award without school wa	des		and the second second	
Maximum Benefit Amount:	\$0		Weekly Benefit Amount:	\$o

- You must register with your union and look for full time work each week. Please see your handbook, <u>A Guide to Benefits and Employment Services</u>, DE1275A, for more information about looking for work.
- 9. To qualify for this claim you must meet further eligibility requirements. You will receive additional information on what you need to do to qualify. Please see your handbook, <u>A Guide to Benefits and Employment Services</u>, DE1275A, for more information.

10. Employee Name	11. Employ <u>JUN. 200∮</u>				12. Employer Name
D JEAN D JEAN		1,424.88			LODI UNIFI STOCKTON U
13. Totals:	8,325.71	6,345.68	11,958.81	12,832.40	

Important Information On The Reverse Of This Form

DE429/z/ Rev. 3 (2-07)

	544	I-08-0205-1	
Direct Loans	UNEMPLOYMENT DEFER William D. Ford Federal Dire WARNING: Any person who knowingly makes a false statement be subject to penalties which may include fines, imprisonment of	ect Loan Program Int or misrepresentation on this form or on any accompanying documents will	OMB No. 1845-0011 Form Approved Exp. Date 05/3 Y2012 UNEM
SECTION 1: BORROWE	RIDENTIFICATION		
DAYNA L JEA 9812 HICKOO STOCKTON,		Please enter or correct the following information.           SSN	
I meet the qualifications s am unemployed 1 must To decument your eligibilit	taled in Section 6 for an Unemployment Deferment an reapply every 6 months. My maximum eligibility for an ty for this deferment, complete the appropriate item ibility for unemployment be nefits, you may submit	ructions and other information in Sections 4, 5, and 6 d request that the U.S.Department of Education (ED) defer repa n unemployment deferment is 36 months ns below. NOTE: If you are not qualifying for this deferment t your deferment request electronically at the Direct Loan Se	t by providing
I became unemployed or beg on this date, unless I reques (2) Check ONE of the boxe (A) [] I am di public u nemp	an workingless than 30 hours per week on [] t my determent to begin on the following later date: s below: ig enly seeking but unable to find full-time employment or private employment agency if there is one within 50 loyment deferment, I have made at least six diligent at		level. I am registered with a nsion of an existing
		documentation of my eligibility for these benefits. The document gible to receive unemployment benefits during the period for white	

#### SECTION 3: BORROWER UNDERSTANDINGS, CERTIFICATIONS AND AUTHORIZATION

I understand that the following terms and conditions apply to this deferment:

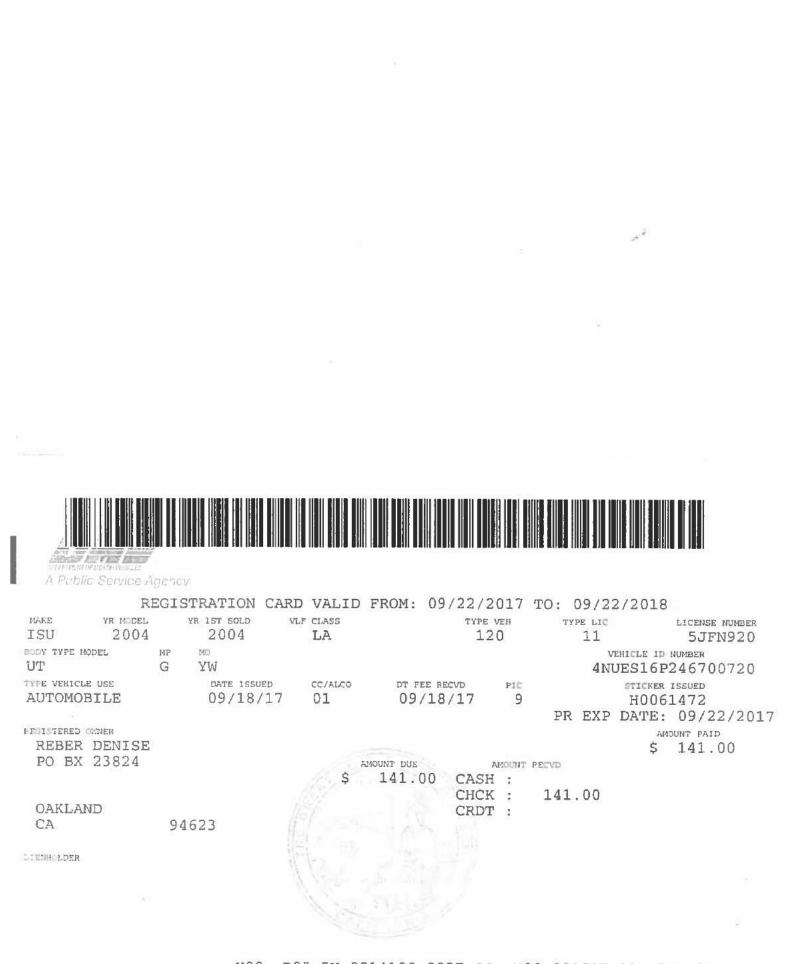
- (1) I am not required to make payments of loan principal during my deferment. No interest will be charged on my subsidized loan (s) during my deferment. However, interest will be charged on my unsubsidized loan(s). For any unsubsidized loan(s), I will receive an interest statement, and I may pay the interest et any time. If I do not pay the interest that accrues on my unsubsidized loan(s), it will be capitalized at the end of my deferment period.
- (2) My deferment will begin on the date I became unemployed or began working less than 30 hours per week, as shown in Section 2, Item (1), unless I request my deferment to begin on a later date. However, if this is my first unemployment deferment request for my current period of unemployment and I am not providing documentation of my eligibility for unemployment benefits, my deferment will begin np more, than 6 months before the date the Direct Loan Servicing Center receives this request, even if I became unemployed or began working tess than 30 hours per week more than 6 months ago.
- (3) My determent will end on the earlier of (A) the date 1 obtain full-time employment, or (B) the determent end date provided to me by the Direct Loan Servicing Center. An unemployment determent may last for no more than 6 months after the date the Direct Loan Servicing Center receives my determent request. 4 mu st reapply every 6 months.
  - (4) If my deferment does not cover all of my past due payments, ED may grant me a forbe arance for all payments that were due before the begin date of my deferment. If the period for which I am eligible for a deferment has ended, ED may grant me a forbearance for all payments that are due at the time my deferment request is processed.
- (5) ED may grant me a forbearance on my loans for up to 60 days, if necessary, for the collection and processing of documentation related to my determent request. ED will not capitalize interest that accrues during this forbearance.
- I certify that: (1) The information I have provided on this form is true and correct. (2) I will provide additional documentation to the Direct Loan Servicing Center, as required, to support my eligibility for this determent. (3) I will notify the Direct Loan Servicing Center immediately if I obtain full-time employment. (4) I have read, understand, and meet the eligibility requirements of the determent for which I have applied.
- lauthorize my schools. ED, and their respective agents and contractors to contact me regarding my loan request or my loan, in ducing repayment of my loan, at the current or any future number that I provide for my cellular telephone or other wireless device using automated dailing equipment or artificial or prerecorded voice or text messages.

Page 1 of 2

DATE

How To Contact Us:	Account Number: # 436047072807
에 있는 것은 것 같은	Previous Balance 139.4
<ul> <li>1-800-331-0500 or 611 from your cell phone</li> </ul>	Payment Posted -139.4
For Deaf/Hard of Hearing Customers (TTY/TDD	
1-866-241-6567	Monthly Service Charges 139.9
1. A.	Usage Charges 0.0 Credits/Adjustments/Other Charges -1.9
Vireless Numbers with-Rollover	Government Fees & Taxes 1.2
209-210-7430	TOTAL CURRENT CHARGES 139.3
510-457-8475	Due Aug 01, 2011
10-11-0-13	Late fèes assessed after Aug 10
	Total Amount Duc \$139.37
	( )*
Add a Line w familyTalk(R) plans start at just \$69.99/montl 00 Rollover Minutes. Add up to three additio or only \$9.99 each. Sign up now by calling 80 r visit ATT.COM/ADDALINE	onal lines
	,
221 Venture Way Lafayette, 1_A 70507	Return the portion below with payment only to AT&T Mobility. Account Number: 43604707280 Total Amount Due: \$139.37 Amount Paid: \$
#BWNJSZT #074360470728078# 6123.17.804.173746 1 AV 0.340 11 DAYNA L. JEAN 9812 HICKOCK DR 9812 HICKOCK DR STOCKTON CA 95209-1327	* Please do not send correspondence with paym Yes, enroll me in AutoPay Signature required on reverse Total Amount Due by Aug 01, 2011
#074360470728078# 6123.17.804.173746 1 AV 0.340 11 DAYNA L. JEAN 9812 HICKOCK DR STOCKTON CA 95209-1327	Yes, enroll me in AutoPay Signature required on reverse Total Amount Due by Aug 01, 2011
#074360470728078# 6123.17.804.173746 1 AV 0.340 11 DAYNA L. JEAN 9812 HICKOCK DR STOCKTON CA 95209-1327	Yes, enroll me in AutoPay Signature required on reverse Total Amount Due by Aug 01, 2011 Please Mail Check Payable To: AT&T Mobility PO BOX 515188

# **EXHIBIT G To Declaration**



# **EXHIBIT H To Declaration**



## **EXHIBIT B**

Petiti **00001030** 

DECLARATION OF Karren A. Kilian

#### **REGARDING DENISE KENDRICK IN AMERICAN CANYON / NAPA**

I, KARREN KILTAN, am over 18 years of age, am a resident of the State of California. I have personal knowledge of the matters stated below, and if called, I would testify as follows:

- 1. I have known Denise Kendrick in her capacity as the manager for Leavitt Machinery. I know that she travels between multiple locations routinely in the course of her employment.
- 2. Starting in or around MARCH 1, 2018, Ms. Kendrick began opening the "Napa" branch of Leavitt Machinery. It was necessary for her to be here for the purpose of establishing this location, because she was the manager attempting to establish Leavitt Machinery on the West Coast.
- 3. For a time, it was necessary for her to essentially camp out here. However, Ms. Kendrick never intended to live in or near the "Napa" location for Leavitt and was only here for work.
- 4. Ms. Kendrick regularly returned to her home in Oakland to shower and obtain better rest.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification is executed at Lathrop, California, on a/an\_\_\_\_,2019.

Karren A. Kilian Printed Name Kannen A. Kiliem

#### DECLARATION OF \_

#### Sharon Reeser

#### **REGARDING DENISE KENDRICK IN AMERICAN CANYON / NAPA**

I, \_\_Sharon Reeser\_\_\_, am over 18 years of age, am a resident of the State of California. I have personal knowledge of the matters stated below, and if called, I would testify as follows:

- 1. I have known Denise Kendrick in her capacity as the manager for Leavitt Machinery. I know that she travels between multiple locations routinely in the course of her employment.
- 2. Starting in or around \_\_\_\_March 1, 2018, Ms. Kendrick began opening the "Napa" branch of Leavitt Machinery. It was necessary for her to be here for the purpose of establishing this location, because she was the manager attempting to establish Leavitt Machinery on the West Coast.
- For a time, it was necessary for her to essentially stay at the Napa facility. However, Ms. Kendrick never intended to live in or near the "Napa" location for Leavitt and was only here for work.
- 4. Ms. Kendrick regularly returned to her home in Oakland to shower and obtain better rest.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification is executed at <u>Napa</u>, California, on February 28, 2019.

SharonReeser Printed Name ann Reeser

### DECLARATION OF GLENN Chapin

#### **REGARDING DENISE KENDRICK IN AMERICAN CANYON / NAPA**

I, <u>Glenn Chapin</u>, am over 18 years of age, am a resident of the State of California. I have personal knowledge of the matters stated below, and if called, I would testify as follows:

- 1. I have known Denise Kendrick in her capacity as the manager for Leavitt Machinery. I know that she travels between multiple locations routinely in the course of her employment.
- Starting in or around <u>March 1</u>, 2018, Ms. Kendrick began opening the "Napa" branch of Leavitt Machinery. It was necessary for her to be here for the purpose of establishing this location, because she was the manager attempting to establish Leavitt Machinery on the West Coast.
- 3. For a time, it was necessary for her to essentially camp out here. However, Ms. Kendrick never intended to live in or near the "Napa" location for Leavitt and was only here for work.
- 4. Ms. Kendrick regularly returned to her home in Oakland to shower and obtain better rest.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification is executed at  $\underline{Lathcop}$ , California, on March 1, 2019.

Printed Name

DECLARATION OF STeve Mehlens

#### **REGARDING DENISE KENDRICK IN AMERICAN CANYON / NAPA**

I, <u>Steve Mehrens</u>, am over 18 years of age, am a resident of the State of California. I have personal knowledge of the matters stated below, and if called, I would testify as follows:

- I have known Denise Kendrick in her capacity as the manager for Leavitt Machinery. I know that she travels between multiple locations routinely in the course of her employment.
- 2. Starting in or around <u><u>March</u></u>, 2018, Ms. Kendrick began opening the "Napa" branch of Leavitt Machinery. It was necessary for her to be here for the purpose of establishing this location, because she was the manager attempting to establish Leavitt Machinery on the West Coast.
- 3. For a time, it was necessary for her to essentially camp out here. However, Ms. Kendrick never intended to live in or near the "Napa" location for Leavitt and was only here for work.
- 4. Ms. Kendrick regularly returned to her home in Oakland to shower and obtain better rest.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification is executed at  $\underline{MPA}$ , California, on  $\underline{2-2S}$ , 2019.

Steve Mchrens Printed Name

Signature

## **EXHIBIT C**

Petiti **01201035** 

DECLARATION OF Monica Mendoza

#### **REGARDING DENISE KENDRICK'S PERMANENT RESIDENCE**

I, <u>MONICA MENDOZA</u>, am over 18 years of age, am a resident of the State of California. I have personal knowledge of the matters stated below, and if called, I would testify as follows:

- 1. I reside in Unit <u>203</u> at 315 Hanover Street, Oakland, California.
- 2. I have known Denise Kendrick as a neighbor of mine at 315 Hanover Street for *//* years.
- 3. Ms. Kendrick has been a resident at the 315 Hanover property since I can remember. As far as I know, this is her permanent home.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification is executed at  $\underline{OAKIAND}$ , California, on  $\underline{July 23rd}$ , 2019.

MONICA MENDOZA Printed Name

Signature

#### **DECLARATION OF**

#### **REGARDING DENISE KENDRICK'S PERMANENT RESIDENCE**

I, <u>KCRY LACINA</u>, am over 18 years of age, am a resident of the State of California. I have personal knowledge of the matters stated below, and if called, I would testify as follows:

- I reside in Unit <u>302</u> at 315 Hanover Street, Oakland, California.
   I have known Denise Kendrick as a neighbor of mine at 315 Hanover Street for <u>2</u> years.
- 3. Ms. Kendrick has been a resident at the 315 Hanover property since I can remember.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and parrect and that this verification is executed at Oakland California, on \_\_\_\_\_, 2019. 23 ulu

KY LACINA Jacina Printed Name

#### **DECLARATION OF**

#### **REGARDING DENISE KENDRICK'S PERMANENT RESIDENCE**

HISSA Se415, am over 18 years of age, am a resident of Ι, the State of California. I have personal knowledge of the matters stated below, and if called, I would testify as follows:

1. I reside in Unit 209 at 315 Hanover Street, Oakland, California.

22, ,2019.

- 2. I have known Denise Kendrick as a neighbor of mine at 315 Hanover Street for 6 years.
- 3. Ms. Kendrick has been a resident at the 315 Hanover property since I can remember. As far as I know, this is her permanent home.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true , California, on and correct and that this verification is executed at  $\frac{1}{315}$  Hance

Printed Name Signature

DECLARATION OF Margaret terenson

#### **REGARDING DENISE KENDRICK'S PERMANENT RESIDENCE**

I, <u>Margaret Jevenson</u>, am over 18 years of age, am a resident of the State of California. I have personal knowledge of the matters stated below, and if called, I would testify as follows:

- I reside in Unit <u>/O</u> at 315 Hanover Street, Oakland, California.
   I have known Denise Kendrick as a neighbor of mine at 315 Hanover Street for <u>/6</u> years.
- 3. Ms. Kendrick has been a resident at the 315 Hanover property since I can remember. As far as I know, this is her permanent home.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification is executed at  $\underline{OaKland}$ . California, on uly 22, 2019.

Margaret Stevenson Printed Name Margaret Stevanson Signature

## DECLARATION OF Maria Gabriela Garay-Ash

#### **REGARDING DENISE KENDRICK'S PERMANENT RESIDENCE**

I, <u>Maria Gabriela Garay-Ash</u>, am over 18 years of age, am a resident of the State of California. I have personal knowledge of the matters stated below, and if called, I would testify as follows:

- 1. I reside in Unit 202 at 315 Hanover Street, Oakland, California.
- 2. I have known Denise Kendrick as a neighbor of mine at 315 Hanover Street for 10 years.
- 3. Ms. Kendrick has been a resident at the 315 Hanover property since I can remember. As far as I know, this is her permanent home.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification is executed at  $\underline{Orkland}$ , California, on  $\underline{July}$ , 2019.

Maria Gabriela Garay Ash Printed Name Mabuelgaragen Signature

## DECLARATION OF Marc Accornero

#### REGARDING DENISE KENDRICK'S PERMANENT RESIDENCE

I, Marc Accorvero, am over 18 years of age, am a resident of the State of California. I have personal knowledge of the matters stated below, and if called, I would testify as follows:

- I reside in Unit 201 at 315 Hanover Street, Oakland, California.
   I have known Denise Kendrick as a neighbor of mine at 315 Hanover Street for 1 years.
- 3. Ms. Kendrick has been a resident at the 315 Hanover property since I can remember. As far as I know, this is her permanent home.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification is executed at Oakland, California, on Ny 215t , 2019.

Marc P Printed Name Accorvero Signature

## **EXHIBIT D**

Petiti **00001142** 

**OBerkeley Rep** 



OAKLAND, BERKELEY, AND EAST BAY NEWS, EVENTS, RESTAURANTS, MUSIC, & ARTS

NEWS & OPINION » NEWS

IULY 01, 2015

#### When Landlords Target Tenants in **Rent-Controlled Buildings**

A lawsuit against an Oakland apartment building owner sheds light on tactics real estate investors use to remove tenants in rent-controlled units — including aggressive evictions and exorbitant rent increases.

@SamTLevin By Sam Levin

Email

Twee



In June of 2013, when Alicia Kester moved into an apartment in a rentcontrolled building on the east side of Lake Merritt, she felt grateful to find affordable housing in Oakland. The monthly rent for her and her roommate, Evan Fortin, who had been living in the apartment with a different housemate since 2012, was \$1,350 total. But in June 2014, San Francisco-based real estate investor Russell Flynn purchased the sevenstory building at 1918 Lakeshore Avenue for a reported \$8.4 million and soon after, Kester said, their new landlords started harassing them.

Print

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Records that Kester's attorney shared with the Express show that starting in July of last year, Lucky Stewart, the new property manager under Flynn, refused to accept their rent payments - and instead returned their checks to them with a short, vague legal statement suggesting that they may be in violation of some portion of their lease. Then, in August, after two months of returning their checks, Stewart sent a formal "warning notice" addressed to Fortin stating that he was illegally "subleasing" his apartment to Kester, alleging that she had no right to live there, and warning that if she didn't move out in seven days, the landlord would evict both of them.

A few weeks later, court records show, Flynn filed an eviction lawsuit against Kester and Fortin in Alameda County Superior Court - a case that was eventually dismissed in the tenants' favor. "It was really traumatizing," said Kester, a 36-year-old event planner and filmmaker. "I don't want to have an acrimonious relationship with my landlord."

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SEARCH:



Flynn's representatives also attempted to kick out rent control tenants from at least three other units based on the same "illegal subleasing" allegations, according to court records of the eviction threats and a subsequent lawsuit that sixteen tenants filed last month against Flynn, his company, and Stewart. The lawsuit accuses Flynn and Stewart of unjustly attempting to evict tenants and engaging in illegal tactics, including repeatedly harassing tenants and imposing exorbitant rent increases far beyond what Oakland's rent control law permits.

Reached by phone last week, Stewart said he hadn't read the complaint but said the eviction attempts were justified and that the tenants and their attorney, Steven Schectman, were trying to "scam" Flynn.

However, court documents, records of the landlord's communications with residents, and interviews with tenants paint a picture of a property owner taking swift and aggressive actions to push out occupants who are protected by the city's rent control law. This dispute comes at a time when rents are skyrocketing in Oakland, outside investors are increasingly purchasing property in the East Bay, and complaints of mistreatment and displacement by low-income tenants are on the rise.

Roughly two-thirds of the rental units in Oakland have rent control, which means landlords can only increase rents in those units by small amounts each year based on the consumer price index (rent hikes could not exceed 1.9 percent in 2014-15, for example). When owners sell rentcontrolled properties, the existing tenants have a right to maintain their same rents and protections under new landlords. But when residents move out, landlords are free to raise rents as much as they want and can thus set a significantly higher base rent with new occupants. As a result, housing advocates said, it can be very lucrative for real estate investors to purchase rent-controlled buildings in Oakland — if they can find a way to remove low-paying tenants and replace them with wealthier ones.

The tenants of 1918 Lakeshore Avenue have had three different landlords since 2013. In June 2013, Santino DeRose of DeRose & Appelbaum, a San Francisco real estate company, purchased 1918 Lakeshore Avenue from the then-owner, Osman Othman, for roughly \$5.5 million, according to the lawsuit. One year later, DeRose's company (called "Lakeshore 1918 LLC") sold the building to "Lakeshore Apartments LP," a newly formed entity managed by Russell Flynn.

Flynn — who also manages properties through his company, "Flynn Family Holdings LLC" — owns more than 3,000 rental units in the Bay Area, according to the suit. This year, records show, he also purchased two other apartment buildings near Lake Merritt through two new companies he established: 1800 Lakeshore Avenue (owned by "Lakeshore Athol LP") and 362 Euclid Avenue ("Niko Arms LP").

In interviews, the 1918 Lakeshore tenants who filed the recent complaint said that soon after Flynn purchased the building, it was clear that the property managers wanted them out. Cortez Phenix and his girlfriend Whittany Robinson, both plaintiffs in the recently filed lawsuit, moved into an apartment in the building in February 2013, according to the suit. But after Flynn bought the building, Stewart started to return their checks and eventually accused Phenix of unlawfully subleasing the unit to Robinson, records show. That's despite the fact that they had documentation of Robinson paying rent in 2013 to the original landlord. Still, records show that Flynn's property managers repeatedly refused to accept their rent checks. Then in May 2015, after months of returning their checks, Stewart sent Phenix a "three-day notice to pay rent or quit" — a first step toward an eviction — ordering him to move out or pay six months' worth of owed rent, which totaled \$9,340.08. He had to pay or leave within three days. "That was really stressful," said Phenix, a bus driver and longtime Oakland resident. "All of a sudden, they demand we pay all the rent at once? ... That was a very difficult financial burden." The couple ultimately paid the full amount before the three-day deadline, Phenix said. (Schectman, their attorney, provided the *Express* with copies of Robinson's original 2013 check demonstrating her tenancy; months of returned checks from management; and the ultimate eviction letter.)

"This is a tactic," said tenant Kenneth Aguila, another plaintiff who Flynn unsuccessfully tried to evict from the same building. "They don't collect rent for six months hoping that you spend it, and then give you a three-day notice." Records show that Flynn also accused Aguila of illegally subletting his unit, because he had a friend — who he said was visiting from Canada — staying with him. The landlord subsequently refused to accept his checks, he said.

"It's been nerve-wracking," Aguila added. "They want you out of the building, and they are trying to make it stressful."

In another case, one tenant of 1918 Lakeshore was threatened with eviction and a \$50 "late fee" after she had already paid rent, according to the complaint. In that case, the suit alleges that Stewart also failed to file the three-day notice with the Oakland Rent Board, which is required by law.

In addition to the various eviction threats, Flynn's representatives, soon after he purchased the building, dramatically raised the rents for tenants in two other apartments — greatly exceeding the legally allowed annual hikes in rent-controlled units. For tenants in the seventh-floor penthouse apartment, Flynn's attorneys sent a "notice of change to terms of tenancy" — a copy of which Schectman provided to the *Express* — stating that their rent would be nearly quadrupling with an increase from \$1,080 to \$3,875 per month. In court, Flynn's attorneys subsequently accused those tenants of fraud, essentially arguing that they were lying about their original rent. A judge eventually ruled in favor of the tenants, dismissing the landlord's claims of fraud and saying the new owner lacked sufficient evidence.

In a similar case, records show that Flynn attempted to raise one woman's monthly rent from \$838.50 to \$2,500, also accusing her of fraud in court. That case is still ongoing, and in a more recent filing, Flynn's attorneys said she should be paying \$1,300 per month — a jump that still greatly exceeds what the city's rent control law allows.

Regarding the two cases of massive rent increases, Stewart said in an interview that the tenants were attempting to rip off Flynn and had lied about their original rents and who has been living in the units. But Schectman provided me with the official "rent rolls" — a list of all tenants and rental rates — that Othman, the original owner, provided to DeRose, the intermediate landlord, in 2013. That document lists the tenants in those two cases with their original low rents (at the time \$1,080 and \$821.26, respectively).

On top of the various legal disputes, the suit also accuses Stewart of harassing tenants with disruptive construction projects, intrusive inspections, denied services (such as repeated water shut-offs), and security cameras that tenants say are meant to intimidate them. Stewart brushed aside those accusations. "There's no harassment," he said. "We're taking care of a building that has been neglected for many years. ... We're spending a lot of capital on fixing up the building."

Stewart contended that, despite already losing three eviction cases in court, all of the eviction actions were lawful, but declined to answer specific questions about the cases in which Stewart and Flynn accused tenants of illegal subletting units, directing me to his attorney David Wasserman, who did not respond to my request for comment. Flynn declined to comment. In a recently filed response to the lawsuit, attorneys for Stewart and Flynn denied all the allegations, argued that the complaint was "hopelessly vague," and said that any harm tenants faced was a result of previous landlords' actions.

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« Alameda County DA Seeks Contro... Three Cheers for the Pope »

# T18-0249

# Reber-Kendrick v. Wasserman-Stern Law Offices Owner Response and Documentation Package

## T18-0249 Reber-Kendrick v. Wasserman-Stern Law Offices

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	CITY OF OAKLAND	For date stamp.
	<b>RENT ADJUSTMENT PROGRAM</b>	MANDER RELEASED FOR THE
	P.O. Box 70243	2010 JUL 17 PM 12: 12
	Oakland, CA 94612-0243	
	(510) 238-3721	<b>PROPERTY OWNER</b>
CITI OF OAREAND		
		Response

## <u>Please Fill Out This Form As Completely As You Can</u>. Failure to provide needed information may result in your response being rejected or delayed.

#### **CASE NUMBER T** 18-0249

Your Name Lucky Stewart Dave Wasserman Hanover Lakeview Apts, LP	Complete Address (with zip code) 1145 Brush St. San Francisco, CA	Telephone: 510-444-9700 Email: sfbuildings@gmail.com
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank H. Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400 Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com
Tenant(s) Name(s) Denise Reber- Kendrick, et. al.	Complete Address (with zip code) 315 Hanover, Ave. #301 Oakland, CA 94606	
Property Address (If the property has more than one address, list all address and a 315 Hanover Ave., Oakland, CA 94606		Total number of units on property 13

Have you paid for your Oakland Business License? Yes 🛛 No 🗆 Lic. Number: 00190453 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. Please provide proof of payment.

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes  $\square$  No  $\square$  APN: 22-308-25 The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. Please provide proof of payment.

Date on which you acquired the building: 06/21/18.

Is there more than one street address on the parcel? Yes  $\Box$  No  $\blacksquare$ .

Type of unit (Circle One): House / Condominium/ Apartment, room, or live-work

**<u>I. JUSTIFICATION FOR RENT INCREASE</u>** You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent

Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

You must prove the contested rent increase is justified. For each justification checked on the following table, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts, and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.

Date of Contested Increase	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Debt Service	Fair Return	Costa- Hawkins
7/1/18							

If you are justifying additional contested increases, please attach a separate sheet.

**<u>II. RENT HISTORY</u>** If you contest the Rent History stated on the Tenant Petition, state the correct information in this section. If you leave this section blank, the rent history on the tenant's petition will be considered correct

The tenant moved into the rental unit on \_\_\_\_\_ Dec 1, 2002 .

The tenant's initial rent including all services provided was: \$ 900 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants? Yes  $\lambda$  No \_\_\_\_\_ I don't know \_\_\_\_\_

If yes, on what date was the Notice first given? Upon move-in by prior ownersper hearing decision in case T13-0076; Reber vs Rosen and by Hanover Lakeview Apts., LP upon ownership change on or about  $\frac{6}{21}$  Is the tenant current on the rent? Yes  $\times$  No

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

Date Notice Given	Date Increase Effective	Rent Increased		Did you provide the "RAP NOTICE" with the notice	
(mo./day/year)		From	То	of rent increase?	
2/1/18	4/1/18	\$ 1158.67	\$ 1185.85	XYes □ No	
12/29/15	2/1/16	\$ 1102.45	\$ 1158.67	Yes 🗆 No	
	2/1/15	\$ 1043.00	\$ 1102.45	XYes □ No	
12/18/13	2/1/14	\$ 981.00	\$ 1043.00	Yes 🗆 No	
12/20/12	2/1/13	\$ 900.00	\$ 981.00	XYes □ No	

Rev. 3/28/17

For more information phone (510)-238-3721.

#### **III. EXEMPTION**

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

The unit is a single family residence or condominium exempted by the Costa Hawkins Rental Housing Act (California Civil Code 1954.50, et seq.). If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:

- 1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
- 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
- Was the prior tenant evicted for cause? 3.
- 4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
- Is the unit a single family dwelling or condominium that can be sold separately? 5.
- Did the petitioning tenant have roommates when he/she moved in? 6.
- If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire 7. building?

The rent for the unit is controlled, regulated or subsidized by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

The unit was newly constructed and a certificate of occupancy was issued for it on or after January 1, 1983.

On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house less than 30 days.

The subject unit is in a building that was rehabilitated at a cost of 50% or more of the average basic cost of new construction.

The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory owned and operated by an educational institution.

The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

#### IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims Decreased Housing Services, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

#### Please See Appendix A \*\* **V. VERIFICATION**

I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.

Property Owner's Signature

7/13/18

Date

3

Rev. 3/28/17

For more information phone (510)-238-3721.

### **IMPORTANT INFORMATION:**

#### **Time to File**

This form **<u>must be received</u>** by the Rent Adjustment Program (RAP), P.O. Box 70243, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

You can date-stamp and drop your Response in the Rent Adjustment drop box at the Housing Assistance Center. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m.

#### **File Review**

You should have received a copy of the petition (and claim of decreased housing services) filed by your tenant. When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

#### **Mediation Program**

Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. Your tenant may have agreed to mediate his/her complaints by signing the mediation section in the copy of the petition mailed to you. If the tenant signed for mediation and if you also agree to mediation, a mediation session will be scheduled before the hearing with a RAP staff member trained in mediation.

If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 238-3721 to make arrangements. Any fees charged by a non-staff mediator are the responsibility of the parties that participate. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

# If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign below.

I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.

Property Owner's Signature

Date

4

Rev. 3/28/17

For more information phone (510)-238-3721.

### T18-0249 Reber-Kendrick v. Wasserman-Stern Law Offices

#### Appendix A

The owner of the property is Hanover Lakeview Apartments, LP and Lucky Stewart is the Owner Agent. Dave Wasserman and the Wasserman - Stern Law Offices are the Owner's council. Greg and JR McConnell of The McConnell Group are the Owner representatives in this case. Please adjust the name of the case to properly reflect ownership, and please remove Mr. Wasserman from the mailing list. All correspondence should go to the Owner and Owner Representatives at the addresses included on this Appeal form.

The owner contests the tenant petition and respectfully responds by saying that the tenant is entitled to no relief under the petition:

- (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%. Owner disputes this claim. Increase was justified by the Costa-Hawkins Housing Act. Owner will provide evidence at hearing.
- (c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase. Rev. 7/31/17 For more information phone (510) 238-3721 Owner disputes this claim. Increase was justified by the Costa-Hawkins Housing Act and does not require pre-approval from the Rent Adjustment Program. Owner will provide evidence at hearing.
- (g) The increase I am contesting is the second increase in my rent in a 12-month period. Owner disputes this claim. Increase was not second increase in a 12-month period. Owner will provide evidence / testimony at hearing.
- (h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)

Owner disputes this claim. Owner will provide evidence / testimony at hearing.

- (i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.)
  - 1. Water Damage

Owner disputes this claim. Owner will provide evidence / testimony at hearing.

2. Cracked Walls – Kitchen and Living Room Owner disputes this claim. Owner will provide evidence / testimony at hearing. 3. Window Sills - Paint

Owner disputes this claim. Owner will provide evidence / testimony at hearing.

- Bathtub Peeling Enamel and Mold
   Owner disputes this claim. Owner will provide evidence / testimony at hearing.
- Hall Lights
   Owner disputes this claim. Owner will provide evidence / testimony at hearing.
- Heat Not Functioning Owner disputes this claim. Owner will provide evidence / testimony at hearing.
- Stove Not Functioning Owner disputes this claim. Owner will provide evidence / testimony at hearing.
- Balcony Doors.
   Owner disputes this claim. Owner will provide evidence / testimony at hearing.

Owner reserves the right to supplement this response with testimony at hearing and evidentiary documentation prior to hearing, per RAP regulations.

DATE:02/16/2018 CK#:391 TOTAL:\$3,056.41\*\*\* BANK:Hanover Lakeview Checking(0142-ck) PAYEE:OAKLAND BUSINESS TAX(610062)

Property	Account	Invoice - Date	Description	Amount
0142	6010	4597343749 - 02/16/2018	Acct# 00190453	3,056.41

3,056.41

DATE:02/16/2018 CK#:391 TOTAL:\$3,056.41\*\*\* BANK:Hanover Lakeview Checking(0142-ck) PAYEE:OAKLAND BUSINESS TAX(610062)

Property	Account	Invoice - Date	Description	Amount
0142	6010	4597343749 - 02/16/2018	Acct# 00190453	3,056.41
				3,056.41

HANOVER LAKEVIEW APAR MERIDIAN MANAGEMENT GRO	RTMENTS, LP
TRUST ACCOUNT	/UF
1145 BUSH STREET SAN FRANCISCO, CA 94109	

First Republic Bank 2001 Van Ness Avenue San Francisco, CA 94109

11-8166/3210

391

\$3,056.41\*\*\*

\*\*\*\* THREE THOUSAND FIFTY SIX AND 41/100 DOLLARS TO THE ORDER OF

OAKLAND BUSINESS TAX PO BOX 101515 PASADENA, CA 91189-0005

## NON-NEGOTIABLE

02/16/2018

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## CITY OF OAKLAND - 2018 BUSINESS TAX DECLARATION (Green)

#### BUSINESS TAX RENEWAL

510-238-3704

### 2018 RENEWAL TAX

.

### Renew & Pay Online @ HTTPS://LTSS.OAKLANDNET.COM

## Delinquent if paid/postmarked after March 1, 2018

#### **SECTION I - BUSINESS INFORMATION**

1. ACCOUNT NUMBER: 00190453 2. TAX	(RATE: \$13.9	5 per \$1,	.000	3. INDUSTRY CODE: M
4. Mailing Address: RUSSELL FLYNN HANOVER LAKEVIEW APTS. LP 1717 POWELL ST STE 300 SAN FRANCISCO, CA 94133-2823 LARTHEATS 5. Business Name: HANOVER LAKEVIEW APARTMENTS. LP 6. Business Location: 315 HANOVER AVE, OAKLAND, C	<ul> <li>4b. Claiming and you N Note: Thi</li> <li>4c. If you Sections I</li> <li>4d. Requestin enclosed i</li> </ul>	a Small MUST submit s exemption discontinued discontinued discontinued g apportion g apportion struction #2	a Form 4506T <u>http://irs.g</u> must be claimed on or be <b>I/sold</b> your business irn signed declaration with onment of your g 13 (only industry Codes A,	closed instructions, total gross receipts must be \$3,100 or less <u>ov/pub/its-pdf/f45061.pdf.</u> fore March 1, 2018 to qualify. or rental property in 2017 or 2018: Complete
7. Business Phone Number: (415) 989-1717 x 121		<b>8.</b> Ei	mail Address:	DENI@FLYNNINV.COM
9. State Contractor's License Number: 11. 1st Owner's Name: <b>Russell P. Flynn</b>			wnership Type: nd Owner's Name:	Partnership
<ul> <li>SECTION II - CALCULATE THE 2018 TAXES DUE: Please include</li> <li>13. 2018 TAX BASE (2017 Gross Rental Income)</li> <li>14. 2018 TAX DUE (Multiply Line 13 by .01395 OR enter \$13.95, whichever is greater)</li> <li>15. PENALTY DUE (see box at right if paying after 3/1/2018)</li> <li>16. INTEREST DUE (see box at right if paying after 3/1/2018)</li> <li>17. PRIOR AMOUNT DUE (Go to HTTPS://LTSS.OAKLANDNET.COM for the m current balance due)</li> <li>18. RECORDATION AND TECHNOLOGY FEE</li> <li>19. State Mandated Disability Access and Education Revolving Fund</li> <li>20. TOTAL AMOUNT DUE (Add Lines 14-19)</li> </ul>			\$1,000.00) 2 <u>18,667.53</u> <u>3,050.41</u> <u>0</u> 0 2.00 <u>2.00</u> <u>4.00</u> <u>3,056.41</u>	IF PAID AFTER MARCH 1, 2018 <u>Penalty</u> (on tax): ADD 10% (If pald between 3/2/2018 and 5/1/2018) OR ADD 25% (If pald after 5/1/2018) Plus <u>Interest</u> (on tax + penalty): ADD 1% per month (on tax + penalty) from 3/2/2018 until pald Fallure to file this declaration shall subject you to a \$50 Fallure to File Fee
PAYMENT OPTIONS - YOU CAN NOW PAY ONLINE I           ONLINE:         VISA, MasterCard, Discover or eCheck at HTTPS://LT           Enter your account number:         00190453 and your pe           BY MAIL:         Send one check per account made payable to "Oakla           IN PERSON:         Cash, Check or VISA, MasterCard or Discover (see res)	ersonalized PIN: 7 and Business Tax.	81652 " DO NOT	SEND CASH.	
SECTION III - HOW TO CLOSE YOUR ACCOUNT:       Was to         To close your account, complete Section II and remit any applicable payment due         1. Business or Rental Property in Oakland was         discontinued on:         If you would like to opt out of paper correspondence please ch         I hereby declare, upder penelty of perjury, that the phormation contained herein I         Signed:       Autor	Check Box 4c (abov	e) <u>and</u> comp To close t returned, update yo nowledge, t	he account, this declaration with any payment that is ur email address on rue and complete	on must be completed, signed and due, on or before March 1, 2018. Line 8 above.
Signed: <u>Auron Lui</u> Phone: <u>(415)</u> 434 - 9700 Date: <u>2/15/2018</u> Renew & Pay online @ <u>HTTPS://LTSS.OAKLANDNET.COM</u>				

DAFE:02/08/2018 CK#:375 TOTAL:\$884.00\*\*\*\*\* BANK:Hanover Lakeview Checking(0142-ck) PAYEE:CITY OF OAKLAND - RAP(7000293)

Property	Account	Invoice - Date	Description	Amount
0142	5320	00190454 - 02/06/2018	00190454	884.00
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884.00

DATE:02/06/2018 CK#:375 TOTAL:\$884.00\*\*\*\*\* BANK:Hanover Lakeview Checking(0142-ck) PAYEE:CITY OF OAKLAND - RAP(7000293)

Property	Account	Invoice - Date	Description	Amount
0142	5320	00190454 - 02/06/2018	00190454	884.00
				884.00

HANOVER LAKEVIEW APARTMENTS, LP MERIDIAN MANAGEMENT GROUP TRUST ACCOUNT 1145 BUSH STREET SAN FRANCISCO, CA 94109

First Republic Bank 2001 Van Ness Avenue San Francisco, CA 94109 375

11-8166/3210

02/06/2018

\$884.00\*\*\*\*\*

\*\*\*\* EIGHT HUNDRED EIGHTY FOUR AND 00/100 DOLLARS TO THE ORDER OF

CITY OF OAKLAND - RAP P.O. BOX 101517 PASADENA, CA 91189-0009

## NON-NEGOTIABLE

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CITY OF OAKLAND - 2018 Rent Adjustment Program (R	₹AP	)
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		Delinquent if paid at	ter March 1, 2018	
1. A	CCOUNT NUMBER:	00190454	2. PARCEL: 022 -0	9308-025-00
Rental Location:	315 HANOVER AVE, OAK	LAND, CA 94606-1361		
1717 POWEL	KEVIEW APTS. LP	K42HL	4a. If you are m	the following box(es): aking corrections on any of the d Information on Lines 5-7. erty was sold or foreclosed: ne 17
Phone Number: (41 Total Number of Units per	.5) 989-1717 x 121 Alameda County Records		7. Email Address: DENI@FLYNN	INV.COM
EXEMPTIONS CLAIMED FO See instructions on revers a. Owner-Occupied	e side for full explanation		<u>Number of Exempt Uni</u> a.	ts
b. Off the Rental H	ousing Market (attach ex	planation)	b.	
c. Motel, Hotel or F	Rooming House		C.	
d. Hospital, Conver	it or Monastery		d.	
e. Newly-Construct	ed		e	
f. Owner-Occupied	Duplex or Triplex			
TOTAL NUMBER OF EXEM			10.	
1. NET CHARGEABLE UNITS units pre-printed on Line	2 8)	e total	1113	PENALTY & INTEREST IS DUE IF PAID AFTER MARCH 1, 2018
2. FEE DUE (Multiply Line 1)			12. 884.00	PENALTY (on service fee); ADD 10% — if paid between
3. PENALTY DUE (See box to			13. 0	3/2/2018 and 4/1/2018 ADD 25% – if paid between 4/2/2018 and 5/1/2018
. INTEREST DUE (See box t			14. <u>O</u>	4/2/2018 and 5/1/2018 ADD 50% If paid after 5/2/2018 Plus
5. PRIOR AMOUNT DUE: (G	most current balance du		15. \$0.00 16. 884.00	<u>INTEREST</u> (on service fee + penalty): ADD 1% per month from March 2, 2018 until pald.
Was this rental property sold a close your account, complete Rental activity was discontinue	appropriate items and remi	t any applicable payment. Check	Box 4b (above) and complete items a. c	r b. (below).

I hereby declare, under periality of perjury, that all information contained on this declaration is true and correct.

7 Acats MGR SIGNED: thapon a nu TITLE:

31/18 DATE:

PAYMENT OPTIONS - YOU CAN NOW PAY ONLINE I ONLINE:

- VISA, MasterCard, Discover or eCheck at HTTPS://LTSS.OAKLANDNET.COM
- Enter your account number: 00190454 and your personalized PIN: 819853
- BY MAIL: Send one check per account made payable to "City of Oakland - RAP." DO NOT SEND CASH.
- IN PERSON: Cash, Check or VISA, MasterCard or Discover (see reverse for hours & holidays).

### Renew & Pay online @ HTTPS://LTSS.OAKLANDNET.COM

THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

## <u>NOTICE TO CHANGE TERMS OF TENANCY</u> <u>-RENT INCREASE NOTICE-</u>

To Ardie Kendrich (original occupant), Denise Kendrich (also known as Denise L. Reber) (original occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

> 315 Hanover Avenue Apartment 301 City of Oakland, County of Alameda, State of California 94606 --including all associated housing and parking privileges-- (the "Premises")

You are hereby notified that, effective July 1, 2018, not less than sixty (60) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$1,185.85 per month to four thousand four hundred ninety-five dollars (\$4,495) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the *Rental Agreement* dated December 1, 2002 and all addendums thereto will remain unchanged.

You are further notified that 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.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupants, Ardie Kendrich and Denise Kendrich, no longer permanently reside at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the <u>Costa-Hawkins Rental Housing Act</u> (Civil Code Sections 1954.50, et <u>seq.</u>), please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

Costa-Hawkins Rent Increase for 315 Hanover Avenue, Apartment 301, Oakland, CA

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

(C) Acceptance of rent by the owner shall not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

Information and advice regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: www.oaklandnet.com. Please refer to the attached City of Oakland Rent Adjustment Program Notice to Tenants of Residential Rent Adjustment Program.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program ..

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

Dated: April 23, 2018

WASSERMAN-STERN

DAVID P. WASSERMAN, Esq., Attorneys and Duly Authorized Agents for the Landlord/Owner, Hanover Lakeview Apartments, LP

By:

## Wasserman-Stern Law Offices

.

2960 Van Ness Avenue San Francisco, CA 94109 Tel. No.: (415) 567-9600 Fax. No.: (415) 567-9696 Email: dwasserman@wassermanstern.com

Costa-Hawkins Rent Increase for 315 Hanover Avenue, Apartment 301, Oakland, CA

## CITY OF OAKLAND

## P.O. BOX 70243, OAKLAND, CA 94612-2043 Department of Housing and Community Development Rent Adjustment Program



TEL (510) 238-3721 FAX (510) 238-6181 TDD (510) 238-3254

# NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Ð Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office. ø
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner \_\_\_\_\_ is \_\_\_\_\_ is \_\_\_\_\_ is not permitted to set the initial rent on this unit without limitations (such as ø pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was

## TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_

I received a copy of this notice on

(Date)

(Tenant's signature)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Revised 2/10/17

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DAVID P. WASSERMA WASSERMAN-STERN L/ 2960 Van Ness Avenu San Francisco, Californi tomeys for:	N, ESQ. (17192 AW OFFICES e, Suite B ia 94109	3)	(415)	Phone: 567-9600 No. Or File No. W2693810	FOR COURT USE ONLY
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HANOVER LAKEVIEW A	PARTMENTS, LP				
fendant:					
ARDIE KENDRICH, DENIS	E KENDRICH AN	D AOO			
POS BY MAIL	Hearing Date:	Time:	Dept/Div:	Case Num	Der:
				New York Burgers	

At the time of service I was at least 18 years of age and not a party to this action. On April 24, 2018, I served the within:

NOTICE TO CHANGE TERMS OF TENANCY - RENT INCREASE; NOTICE TO TENANT OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

on the defendant in the within action by placing a true copy in a sealed envelope with postage fully prepaid for first class in the United States mail at San Francisco, California, addressed as follows:

ARDIE KENDRICH, DENISE KENDRICH AND ANY/ALL OTHER OCCUPANTS 315 Hanover Avenue, Apartment 301 Oakland, CA. 94606

Person serving: Cordelia Fowler **Wheels of Justice, Inc.** 52 Second Street, Third Floor San Francisco, California 94105 Phone: (415) 546-6000

a. Fee for service:
d. Registered California Process Server

(1) Employee or independent contractor
(2) Registration No.: 1406
(3) County: Alameda

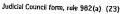
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 24, 2018

Printed on recycled paper

Signature: Crade Que.

Cordelia Fowler



12/7/2020			Owner	lesponse		
	Home 	DashBoard 	Search 	File a Petition	My Cases	Greg A McConnell
Rent Ad	ljustment	t Program		I		

# **Owner Response**

Case Det	alis								Continue
Case Number		T18-0249	9						
Rental Prope	rty	315 Han	over Avenue	•					
Owner	Represei	ntative	Rental Pro	perty Info	_				
<b>6</b> **	PLEASE B	e advised	<b>stment Progra</b> D: Your petition	or response	may	not be d			
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News Services

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Events Officials

#### Guest

Find Account + Registration + Calculation + Payment + Receipt

Departments

#### Business License Online Renewal Secure

PRINT THIS PAGE FOR YOUR RECORD

Your business license renewal has been successfully submitted. You will receive a link to print your business license shortly. Please allow up to 10 working days. If you have any questions, please contact the Business Tax office at (510) 238-3704. Thank you. Business Tax Office City of Oakland

Submission Date	2/21/2020	
Confirmation #	165044	
Account Information		
Account #	00190453	
Expire Date	12/31/2020	
Name	HANOVER LAKEVIEW APARTMENTS LP	
Address	315 HANOVER AVE	
City	OAKLAND	
Phone	(415) 989-1717 x121	
Summary		
STD	Input A	
STD	Input A s *(Enter estimated 2020 Gross Receipts if business started in Oakland in 2019)* 285,985.86 \$3	
STD Enter 2019 Gross Receipts		
STD Enter 2019 Gross Receipts BT SB1186 (AB1379)		,989.50
STD Enter 2019 Gross Receipts BT SB1186 (AB1379) BT Recordation and Tech	*(Enter estimated 2020 Gross Receipts if business started in Oakland in 2019)* 285,985.86 \$3 1 1	,989.50 \$4.00
Summary STD Enter 2019 Gross Receipts BT SB1186 (AB1379) BT Recordation and Tech Enter Total # of Employce Total Due	* *(Enter estimated 2020 Gross Receipts if business started in Oakland in 2019)* 285,985.86 \$3 1 1 s (Excluding Owners)	\$,989.50 \$4.00 \$3.00
STD Enter 2019 Gross Receipts BT SB1186 (AB1379) BT Recordation and Tech Enter Total # of Employee	* *(Enter estimated 2020 Gross Receipts if business started in Oakland in 2019)* 285,985.86 \$3 1 1 s (Excluding Owners)	\$989.50 \$4.00 \$3.00 \$0.00

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Elected Officials Departments Boards and Commissions Staff Directory

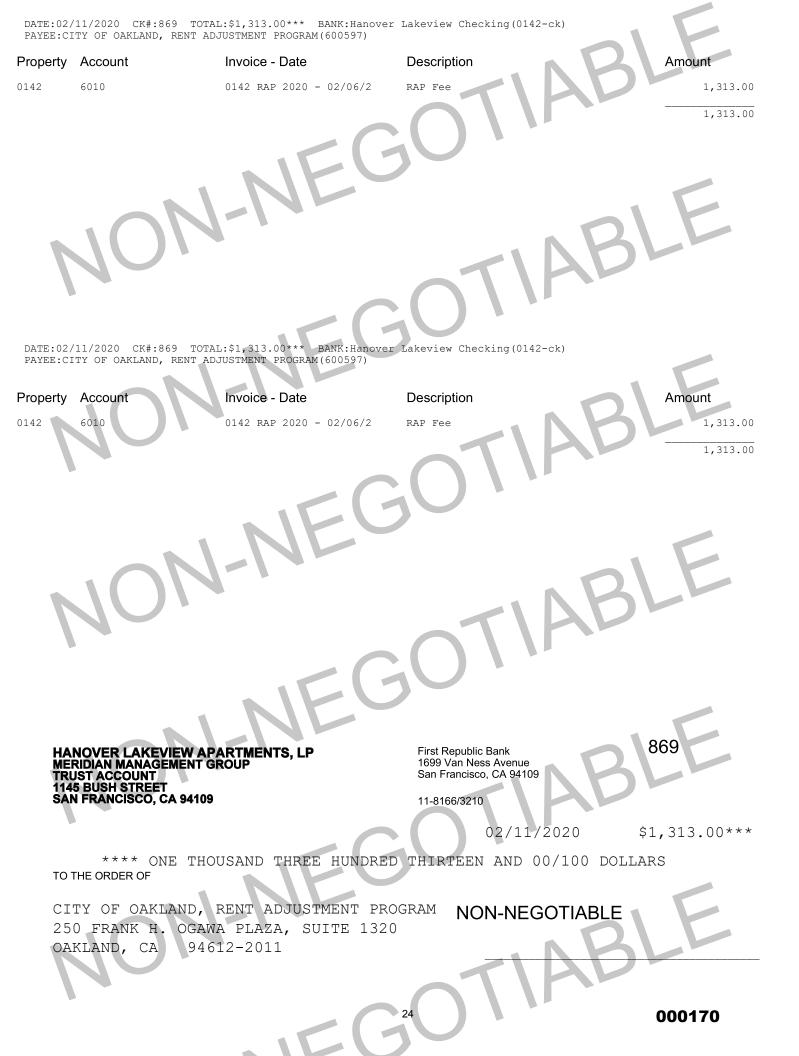
Services News & Updates Events Documents #OaklandLoveLife Oakland Library Visit Oakland Oakland Museum For Assistance Email: btwobsupport/goaklandca.gov Phone: (510) 238-3704

City of Oakland 250 Frank H Ogawa Plaza, Suite 1320 Oakland, CA 94612

Hours: 8:00 AM-4:00 PM Mouday, Tuesday, Thursday ,Friday

9:30 AM-4:00 PM Wednesdays.

▲ Home <sup>O</sup> Report a Problem Account # 00190453 HANOVER LAKEVIEW APARTMENTS LP



Documentation

## Exhibit 1

Stownge #9

## RENTAL AGREEMENT MONTH TO MONTH

THIS AGREEMENT ENTERED INTO THIS / DAY OF <u>Dec</u>, <u>2002</u>, BY AND BETWEEN ROBERT L. ROSÉN (THE "OWNER" / "LANDLORD") AND <u>ARDIE <sup>AL</sup>D DEAISE KENDLIC</u> (THE "TENANT" / "RESIDENT") IN CONSIDERATION OF THEIR MUTUAL PROMISE AGREES AS FOLLOWS:

1. OWNER RENTS TO THE RESIDENT AND THE RESIDENT RENTS FROM THE OWNER FOR RESIDENTIAL PURPOSES ONLY, AND MAY NOT BE USED BY TENANT FOR ANY OTHER PURPOSE. THE PREMISES KNOW AS <u>315 HAWOVER ST</u> APT. # <u>301</u>, OAKLAND, CALIFORNIA. THE FOLLOWING FURNITURE AND FURNISHINGS LOCATED ON SAID PROPERTY: <u>No Drapes Stove Refer (See Aqueement of divmership</u>)

See Addenoum Flated April 1997

- 2. PARKING SPACE #\_\_\_\_\_ TO BE EXCLUSIVELY USED FOR THE PARKING OF MOTOR VEHICLES, BUT EXCLUDING TRAILERS OF ANY KIND, CAMPERS, BUSES, OR TRUCKS LARGER THAN A ONE-TON PICK-UP TRUCK.
- 3. LANDLORD MAY CHARGE A RENTAL APPLICATION SCREENING FEE NOT IN A SUM GREATER THAN THE ACTUAL OUT OF POCKET COSTS INCURRED IN GATHERING INFORMATION USING A TENANT SCREENING SERVICE OR A CONSUMER CREDIT REPORTING SERVICE, AND THE REASONABLE VALUE OF TIME SPENT BY THE LANDLORD OR HIS OR HER AGENT IN OBTAINING INFORMATION ON THE APPLICANT IN A SUM NO GREATER THAN \$30.<sup>90</sup> PER APPLICANT ADJUSTED BY THE CONSUMER PRICE INDEX, COMMENCING ON JANUARY 1, 1999.
  - 4. TENANT SHALL PAY RENT IN THE AMOUNT OF <u>Mine Hudrol</u> (\$<u>900</u>) PER MONTH IN ADVANCE TO LANDLORD ON THE <u>IF</u> DAY OF EACH MONTH. RENT IS PAYABLE IN CASH OR BY CHECK BY PERSONAL DELIVERY OR MAIL (DEEMED PAID ONLY WHEN RECEIVED) AT THE FOLLOWING ADDRESS: <u><u>689</u> <u>40</u> <u>57</u> <u>CARCIAND</u> <u>946</u> SHOULD TENANT FAIL TO PAY ALL RENT DUE WITHIN FIVE (5) DAYS AFTER THE RENT DUE DATE, THEN IN THAT EVENT, A LATE CHARGE OF FIVE DOLLARS (\$5.00) PER DAY SHALL IMMEDIATELY BE DUE. SUCH LATE CHARGE SHALL BE DEEMED ADDITIONAL RENT FOR SUCH RENTAL MONTH AND OWNER MAY DEDUCT SUCH LATE CHARGE FROM TENANT'S SECURITY DEPOSIT.</u>
  - 5. NOTWITHSTANDING ANY PENAL OR CIVIL SANCTIONS OR DAMAGES WHICH MAY APPLY, TENANT SHALL PAY TO OWNER A TEN DOLLAR (\$10.<sup>∞</sup>) CHARGE FOR EACH AND EVERY RETURNED CHECK, DRAFT OR ORDER DRAWN ON ANY SUCH BANK OR DEPOSITORY REGARDLESS OF TENANT'S INTENT, KNOWLEDGE, OR FAULT. SUCH RETURNED CHECK CHARGES SHALL BE DEEMED ADDITIONAL RENT FOR SUCH RENTAL MONTHS AND OWNER MAY DEDUCT SUCH CHARGES FROM TENANT'S SECURITY DEPOSIT.

6. RESIDENT SHALL DEPOSIT WITH OWNER, AS A SECURITY DEPOSIT, THE SUM OF \$ 2000 - 2000

A. IN PAYMENT OF RENT.

B. TO REPAIR DAMAGES TO THE PREMISES CAUSED BY RESIDENT, EXCLUSIVE OF ANY ORDINARY WEAR AND TEAR.

C. TO CLEAN SUCH PREMISES, IF NECESSARY, UPON TERMINATION OF THE TENANCY, INCLUDING, BUT NOT LIMITED TO, THE CLEANING OF THE CARPETS AND DRAPES OF THE PREMISES BY A PROFESSIONAL CLEANING COMPANY. THE COMPANY CHOSEN SHALL BE AT THE DISCRETION OF THE OWNER.

D. SMOKING. IF SMOKING TAKES PLACE INSIDE THE PREMISES DURING THE TERM OF THIS AGREEMENT, TENANT UNDERSTANDS AND ACKNOWLEDGES THAT AT THE TERMINATION OF THIS TENANCY AGREEMENT, THE PREMISES SHALL BE WASHED AND PAINTED BY THE LANDLORD AND THE REASONABLE COST OF SAID WASHING AND PAINTING SHALL BE CHARGEABLE BY LANDLORD TO TENANT AND WHERE AVAILABLE, MAY BE SET OFF AGAINST TENANT'S SECURITY DEPOSIT.

E. NOTHING CONTAINED IN THE ABOVE PARAGRAPH SHALL OTHERWISE RELIEVE LANDLORD OR TENANT OF THEIR OBLIGATIONS UNDER ALL APPLICABLE LAWS AND REGULATIONS.

- 7. EXCEPT AS PROHIBITED BY LAW, THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY AFTER SERVICE UPON THE OTHER OF A WRITTEN THIRTY (30) DAY NOTICE OF TERMINATION OF TENANCY. ANY HOLDING OVER THEREAFTER SHALL RESULT IN RESIDENT BEING LIABLE TO OWNER FOR "RENTAL DAMAGES" AT THE FAIR RENTAL VALUE OF \$ 50 . PER DAY.
- 8. SECURITY DEPOSIT, REFUND (CIVIL CODE 1950.5(F)) NO LATER THAN THREE WEEKS (21 DAYS) AFTER THE RESIDENT HAS VACATED THE PREMISES, THE OWNER SHALL FURNISH THE RESIDENT WITH ANY ITEMIZED WRITTEN STATEMENT OF THE BASIS FOR, AND THE AMOUNT OF ANY SECURITY RECEIVED AND THE DISPOSITION OF SUCH SECURITY, AND SHALL RETURN ANY REMAINING PORTION OF SUCH SECURITY TO THE RESIDENT(S). SECURITY DEPOSIT CANNOT BE USED BY THE RESIDENT AS THE LAST MONTHS RENT.
- 9. UTILITIES SHALL BE PAID BY THE PARTY INDICATED ON THE FOLLOWING CHART BELOW:

	LANDLORD	TENANT
ELECTRICITY		v
WATER	×	A
GAS	1	F
GARBAGE COLLECTION	ix x	
OTHER		

10. PREMISES SHALL BE OCCUPIED ONLY BY THE FOLLOWING NAMED PERSONS:

1.	Denise Kenprick
2.	ARDIE KENDRICK
3.	DAYNA - TRAN
	- years

EACH OF WHO HAS EXECUTED THIS RENTAL AGREEMENT, AND BY <u>MINOR CHILDREN</u>, WHO NEED NOT EXECUTE THIS RENTAL AGREEMENT. THIS AGREEMENT IS BETWEEN LANDLORD AND EACH NAMED TENANT, INDIVIDUALLY AND SEVERALLY. THE NAMED TENANTS ARE JOINTLY AND SEVERALLY RESPONSIBLE FOR PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS RENTAL AGREEMENT, INCLUDING THE PAYMENT OF RENT.

- 11. TENANT MAY HAVE GUESTS ON THE PREMISES FOR NOT OVER TEN (10) CONSECTUTIVE DAYS OR TWENTY-FIVE (25) DAYS IN A CALENDAR YEAR, AND NO MORE THAN TWO (2) GUESTS AT A TIME. TENANT MAY NOT TAKE IN ANY BOARDERS, LODGERS, OR ROOMMATES WITHOUT LANDLORDS WRITTEN CONSENT, WHICH SHALL NOT UNREASONABLY, BE WITHHELD. ANY GUESTS WHOSE STAY EXCEEDS THE SPECIFIED LIMITS, OR ANY BOARDER, LODGER, OR ROOMMATE TO WHOM THE LANDLORD HAS NOT CONSENTED, IS NOT A TENANT OF THE PREMISES, AND WILL BE SUBJECT TO EVICTION BY LANDLORD UNDER LEGAL PROCESS WITHOUT PRIOR SERVICE OF NOTICE TO QUIT OR OTHER TERMINATION NOTICE.
- 12. WITHOUT OWNER'S PRIOR WRITTEN PERMISSION, NO BIRD OR ANIMAL SHALL BE KEPT OR ALLOWED ON SAID PREMISES.
- 13. A WATERBED IS PERMITTED AS LONG AS TENANT HAS COMPLIED WITH ALL REQUIREMENTS WITH CIVIL CODE §1940.5(A), INCLUDING THE FURNISHING OF A VALID WATERBED INSURANCE POLICY AND THAT THE TENANT PAYS AN ADDITIONAL ONE-HALF MONTHS SECURITY DEPOSIT AS AUTHORIZED BY CIVIL CODE §1940.5(G).
- 14. RESIDENT SHALL NOT VIOLATE ANY GOVERNMENT LAW IN THE USE OF THE PREMISES, COMMIT WASTE OR NUISANCE, ANNOY, MOLEST OR INTERFERE WITH ANY OTHER RESIDENT OR NEIGHBOR.
- 15. EXCEPT AS PROVIDED BY LAW, NO REPAIRS, DECORATING OR ALTERATIONS SHALL BE DONE BY RESIDENT WITHOUT OWNER'S PRIOR WRITTEN CONSENT, RESIDENT SHALL NOTIFY OWNER IN WRITING OF ANY REPAIRS OR ALTERATIONS CONTEMPLATED. DECORATIONS INCLUDE, BUT ARE NOT LIMITED TO PAINTINGS, HANGING OF MURALS OR POSTERS, AND WINDOW COVERINGS. RESIDENT SHALL HOLD OWNER HARMLESS AS TO ANY MECHANICS LIEN RECORDATION OR PROCEEDING CAUSED BY RESIDENT.
- 16. EXCEPT AS PROHIBITED BY LAW, RESIDENT SHALL KEEP THE PREMISES, FURNITURE AND APPLIANCES, AND IF ANY, FIXTURES THAT ARE RENTED FOR RESIDENT'S EXCLUSIVE USE, IN GOOD ORDER AND CONDITION. RESIDENT SHALL PAY OWNER FOR THE COSTS TO REPAIR, REPLACE OR REBUILD ANY PORTION OF THE PREMISES DAMAGED BY THE RESIDENT, RESIDENT'S GUESTS AND OR INVITEES. OWNER DOES NOT INSURE RESIDENT'S PERSONAL PROPERTY.
- 17. IF ANY LEGAL ACTION OR PROCEEDING WERE BROUGHT BY EITHER PARTY TO ENFORCE ANY PART OF THIS AGREEMENT, THE PREVAILING PARTY SHALL RECOVER, IN ADDITION TO ALL OTHER RELIEF, REASONABLE ATTORNEY'S FEES AND COSTS.

18. NOTICE UPON OWNER MAY BE SERVED UPON:

ROBERT L. ROSEN 689 4<sup>th</sup> Street Oakland, CA 94607

- 19. NO PORTION OF SAID PREMISES SHALL BE SUBLET OR ASSIGNED. ANY ATTEMPTED SUBLETTING BY THE RESIDENT, AT THE ELECTION OF THE OWNER, SHALL BE AN IRREMEDIAL BREACH OF THIS AGREEMENT.
- 20. RESIDENT HAS INSPECTED THE PREMISES, FURNISHINGS AND EQUIPMENT, AND HAS FOUND THEM TO BE SATISFACTORY. ALL PLUMBING, HEATING AND ELECTRICAL SYSTEMS ARE OPERATIVE AND DEEMED SATISFACTORY.
- 21. THE UNDERSIGNED RESIDENT(S) ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING, AND RECEIPT OF A DUPLICATE ORIGINAL.
  - EMERGENCY PROCEDURE INFORMATION FOR TENANTS.

LEAD BASE PAINT DISCLOSURE.

PAMPHLET: PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD.

NOTE: PLEASE HAVE ALL ADULT MEMBERS OF THE HOUSEHOLD REVIEW THE APARTMENT LAWS.

22. 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 FOR PERSONAL INJURIES OR PROPERTY DAMAGE CAUSED OR PERMITTED BY RESIDENT(S), THEIR GUEST(S), AND INVITEES. THIS DOES NOT WAIVE "OWNER'S" DUTY OF CARE TO PREVENT PERSONAL INJURY OR PROPERTY DAMAGE WHERE THE DUTY IS IMPOSED BY LAW.

OWNER

Denise Reber Resident Adie Kendrick

BY AUTHORIZED AGENT

RESIDENT

## ADDENDUM TO RENTAL CONTRACT DATED APRIL 1, 1997

## 

1. PARKING; TWO PARKING SPACES # <u>4</u> TO BE ASSIGNED UNLESS THE SECOND SPACE IS NEEDED AT THE DISCRETION OF THE OWNER AND AT THAT POINT THE SECOND SPACE WILL BE RELEASED WITHOUT AFFECTING ANY OTHER PROVISION OF THE CONTRACT.

2. ONE STORAGE BIN TO BE ASSIGNED #  $\mathcal{P}$ .

**3. RENT: ARDIE KENDRICK TO PAY OWNER THE SUM OF** \$300.00 PER MONTH. IF ARDIE MOVES OUT AFTER GIVING A **30 DAY WRITTEN NOTICE PER PARAGRAPH #4, THIS \$300.00** PER MONTH WILL CEASE. IF ANY OTHER PERSON IS TO MOVE IN SUBJECT TO PROVISION OF RENTAL CONTRACT PARAGRAPH # 6 SAID AMOUNT OF \$300.00 WILL COMMENCE IMMEDIATELY STARTING WITH THE FIRST DAY OF TENANCY. ANY NEW TENANT MUST BE APRROVED IN ADVANCE OF OCCUPANCY AT THE SOLE DISCRETION OF THE OWNER. THERE SHALL BE NO RENTAL RESPONSIBILITY ON BEHALF OF DENISE REBER. DENISE REBER IS TO LIVE AS A TENANT ONLY WITH NO MANAGEMENT RESPONSIBILITIES EXCEPT TO KEEP THE LOBBY OF THE BUILDING FREE OF EXCESS PAPERS OR GARBAGE AT ALL TIMES. THE TERMS **OF THIS CONTRACT WILL RUN FROM APRIL 1, 1997 TO DECEMBER 31, 1997. THERE WILL BE NO BANKING OF UNUSED RENT. IF TENANTS MOVE OUT THIS AGREEMENT IS** TERMINATED. FINALLY, AT THE END OF THIS TERM, **TENANTS AGREE TO PAY MONTHLY RENTAL RATE OF \$700.00** PER MONTH OR THEY WILL TERMINATE OCCUPANCY.

AGREEDED THIS 4/1/9 DAY OF 1997. SIGNED: L. ROSEN ROBERT ARDIE KENDRICK



# HOUSING, RESIDENTIAL RENT and RELOCATION BOARD

Notice is hereby given of the existence of the City of Oakland's Residential Rent Arbitration Ordinance No. 11758 C.M.S. The Ordinance Is administered by the Residential Rent Arbitration Section of the Office of Housing and Neighborhood Development. This Ordinance limits rent increases after the inception of a new tenancy and shall apply to any occupied unit in the City of Oakland where the rent increases within a 12 month period exceeds the annual rate set by the City Council.

RENT ORDINANCE NO. 11758 C.M.S.: This Ordinance provides that a landlord may increase a continuing tenant's rent by the annual rate of 3% within any consecutive twelve months without justification.

VACANT UNITS: If a unit is involuntarily vacated, a landlord may only increase the rent by the percentage equal to twice the annual allowable rent increase limit, which is a one-time percentage used. If a unit is voluntarily vacated, a landlord may increase the rent to any limit as the unit is decontrolled via the vacancy decontrol provision. Once the unit has been rented, the provisions of Ordinance No. 11758 C.M.S. shall apply.

JUSTIFICATION STANDARDS: A landlord may justify a rent increase in excess of the annual rate upon one or more of the following grounds:

- <u>CAPITAL IMPROVEMENT</u>: Those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes.
- <u>UNINSURED REPAIRS</u>: Costs incurred as a result of natural causes and casualty claims.
- INCREASED HOUSING SERVICE COSTS: Services provided by the landlord related to the use or occupancy of a rental unit.
- 4) <u>DEBT SERVICE COSTS</u>: The monthly mortgage may be taken in consideration when the total income is insufficient to cover the combined housing service costs.
- 5) BANKING/RENTAL HISTORY: If a landlord has not increased rent every twelve (12) months dating back ten (10) years to the present, he/she may bank the annual rental percentage and pass on the banked percentages at any twelve (12) month period in the future. The annual rates have been as follows:
  - 61: From October 1, 1986 through the February 28, 1995
  - 3%: From March 1, 1995 through the Present

Contact the Housing, Residential Rent and Relocation Office for further details at (510) 238-3721 located at 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612.

In order to file a petition, a tenant must be current in their rent. Tenants should be aware that they have 30 days to file a petition after they receive this Notice, or a "30 day notice of a proposed rent increase, whichever is most recent.

TENANT: Denise Keber.	LANDLORD:	Rept Len
DATE: 12 17 02	DATE:	112-1-02

"AETAIN & COPY OF THIS DOCUMENT FOR YOUR FILES."

## Exhibit 2

## Property Detail Report

9812 Hickock Dr, Stockton, CA 95209-1327

#### **Owner Information**

Owner Name:	Reber Denise L
Vesting:	Married Woman / Separate Estate / Property
Mailing Address:	9812 Hickock Dr, Stockton, CA 95209-1327

#### **Location Information**

Legal Description: APN: Munic / Twnshp: Subdivision:	Tract 1278 Lot 257 072-170-30 Stockton Western Valley Estates Unit #7	Alternate APN: Twnshp-Rng-Sec: Tract #:	1278	County: Census Tract / Block: Legal Lot / Block: Legal Book / Page:	San Joaquin, CA 003208 / 4001 257 / 72 / 17
Neighborhood: Elementary School:	", Stonewood Oakwood Elementary	School District: Middle School:	Lodi Unified School Distr Oakwood Elementary	ict High School:	Bear Creek High Sc
Last Transfer / Conv	eyance - Current Owner				
Transfer / Rec Date: Buyer Name:	05/23/2006 / 07/13/2006 Reber, Denise L	Price: Seller Name:	\$379,000 Young William J & Yoko	Transfer Doc #: Deed Type:	2006.150629 Deed
Last Market Sale					
Sale / Rec Date: Multi / Split Sale: 1st Mtg Amt / Type: 2nd Mtg Amt / Type: Seller Name: Lender: Title Company:	05/23/2006 / 07/13/2006 \$303,200 / Conventional \$37,900 / Conventional Young William J & Yoko Nations First Lending Inc Alliance Title	Sale Price / Type: Price / Sq. Ft.: 1st Mtg Rate / Type: 2nd Mtg Rate / Type:	\$379,000 / Full Value \$170 / Variable	Deed Type: New Construction: 1st Mtg Doc #: Sale Doc #:	Deed 2006.150631 2006.150629
Prior Sale Informati	on				
Sale / Rec Date: 1st Mtg Amt / Type: Prior Lender:	12/22/1994 / 12/29/1994	Sale Price / Type: 1st Mtg Rate / Type:	\$140,000 / Full Value	Prior Deed Type: Prior Sale Doc #:	1994.138884
Property Character	istics				
Gross Living Area: Living Area:	2,226 Sq. Ft. 2,226 Sq. Ft.	Total Rooms: Bedrooms:	4	Year Built / Eff: Stories: Parking Type:	1978 2 Attached Garage
Total Adj. Area: Above Grade: Basement Area: Style: Foundation:	L-Shape	Baths (F / H): Pool: Fireplace: Cooling: Hosting:	2 / 1 Pool & Spa 1 Central	Garage #: Garage Area: Porch Type:	2
Above Grade: Basement Area:	L-Shape Average	Pool: Fireplace:	Pool & Spa 1	Garage #: Garage Area:	
Above Grade: Basement Area: Style: Foundation: Quality:		Pool: Fireplace: Cooling: Heating: Exterior Wall:	Pool & Spa 1 Central	Garage #: Garage Area: Porch Type: Patio Type: Roof Type:	
Above Grade: Basement Area: Style: Foundation: Quality: Condition:		Pool: Fireplace: Cooling: Heating: Exterior Wall:	Pool & Spa 1 Central	Garage #: Garage Area: Porch Type: Patio Type: Roof Type:	
Above Grade: Basement Area: Style: Foundation: Quality: Condition: <b>Site Information</b> Land Use: State Use: County Use: Site Influence: Flood Zone Code:	Average SFR 010 - Single Family Resid X	Pool: Fireplace: Cooling: Heating: Exterior Wall: Construction Type: Lot Area: Lot Width / Depth: Usable Lot: Acres: Flood Map #:	Pool & Spa 1 Central Wood 6,292 Sq. Ft. 0.14 06077C0315F	Garage #: Garage Area: Porch Type: Patio Type: Roof Type: Roof Material: Zoning: # of Buildings: Res / Comm Units: Water / Sewer Type: Flood Map Date:	2 1 1 / 10/16/2009



Disclaimer: This report: (i) is not an insured product or service or an abstract, legal opinion or a representation of the condition of title to real property, and (ii) is issued exclusively for the benefit of First American Data Tree LLC (Data Tree) customers and may not be used or relied upon by any other person. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. Data Tree does not represent or warrant that the information is complete or free from error, and expressly disclaims any liability to any person or entity for loss or damage caused by errors or omissions in the report. If the "verified" logo (Common a record is designated "verified," Data Tree's algorithm matched fields from two or more data sources to confirm source data.

U.Name

Alliance Title Company AND WHEN RECORDED MAIL TO

**RECORDING REQUESTED BY** 

Denise L. Reber 689 4th Street Oakland, CA 94607

City,State Zip

Street

Address

Order No. 12436268-704-DI

APN No: 072-170-30

#### DOC - 22 2006-150629 07/13/2006 08:50A Fee:22.00 Page 1 of 6 Doc T Tax Paid Recorded in Official Records County of San Joaquin GARY W FREEMAN -Recorder Assessor Count Clerk ALLIANCE Ьν CO TLE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **GRANT DEED**

THE UNDERSIGNED GRANTOR(s) DECLARE(s) City of Stockton	Documentary Transfer Tax is \$416.90
Conveyance Tax is <b>\$0.00</b>	☐ full value less value of liens or encumbrances remaining at
Parcel No. 072-170-30	the time of sale The Undersigned
FOR A VALUABLE CONSIDERATION, rece	ipt of which is hereby acknowledged,
William J. Young and Yoko Young, Trustee and interest in and to	s Under Declaration of Trust dated December 1, 1977, all of their right, title
hereby GRANT(s) to Denise L. Reber, a married woman	as her sole and separate property. DR.

the following real property in the city of Stockton

county of San Joaquin, state of California:

See Exhibit A attached hereto and made a part hereof.

Real Estate Transfer Disclosure Statement in compliance with Right to Farm Ordinance No. 4217 is incorporated and attached hereto as Exhibit "B".

Dated: May 23, 2006 STATE OF CALIFORNIA S.S. William J. Young, Trustee COUNTY OF San Joaquin 10 Or before me. Young, Yoko Trustee a Notary Public, personally appeared William J. Young personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in JOCELYN SAEND his/her/their authorized capacity(ies) and that by his/her/their signature(s) on Commission # 1431928 the instrument the person(s), or the entity upon behalf of which the iotary Public Collonda person(s), acted, executed the instrument. Santa Clara County My Comm Extras Aug 21, 2007 WITNESS n and official Signature (This area for official notorial seal) THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE MA TO PARTY SHOWN ON



#### Exhibit A

All that certain real property in the City of Stockton, County of San Joaquin, State of California, described as follows:

Lot Two Hundred Fifty-Seven (257), as shown upon Map entitled, Tract No. 1278, Western Valley Estates, Unit No. 7, filed for record May 13, 1977, in Vol. 22 of Maps and Plats, Page 66, San Joaquin County Records.

EXCEPT all oil, minerals, gas, and other hydrocarbon substances lying below a depth of 500 feet beneath the surface of said land, without the right of surface entry.

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

· · ·

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS

#### 9812 Hickock Drive Stockton, CA 95209 / 072-170-30

(Address /APN #)

5 A

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH ORDINANCE NUMBER 4217 OF THE ORDINANCE CODE OF SAN JOAQUIN COUNTY AS OF JULY 22, 2004. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

#### SELLER'S INFORMATION

The seller discloses the following information with the knowledge that even though this is not a warranty, prospective buyers may rely upon this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AS REQUIRED BY THE COUNTY OF SAN JOAQUIN AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

THE COUNTY OF SAN JOAQUIN PERMITS AGRICULTURAL OPERATIONS AND ACTIVITIES WITHIN THE COUNTY. If your property is adjacent to or near property used for agricultural operations or activities or on agricultural lands, you may be subject to inconveniences or discomforts arising from such operations or activities, including but not limited to noise, odors, insects, fumes, dust, the operation of machinery of any kind during any twenty-four (24) hour period (including aircraft), the application of spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides, the storage of livestock feed and other agricultural commodities and the storage and disposal of manure. San Joaquin County has determined that inconveniences or discomforts associated with such agricultural operations or activities shall not be considered to be a nuisance and that residents or users of nearby property should be prepared to accept such inconvenience as a normal and necessary aspect of living in a county with a strong rural character and an active agricultural sector. San Joaquin County has established a grievance committee to assist in the resolution of any disputes which might arise between residents of this County regarding agricultural operations or activities. If you have any questions concerning this policy or the Agricultural Grievance Committee, please contact the San Joaquin County Agricultural Commissioner.

#### MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Gdsjfarm.doc rev. (12/28/05) 000184 Seller certifies that this information is herein is true and correct to the best of Seller's knowledge as of the date signed by the Seller.

<u>y06</u> 20 Seller <sub>4</sub> Date Young Truste William J JUNEOL o Date Seller 1.20 Yoko Young, Trustee ¢

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

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Julliam Coung	Date 130 May 06
William J. Young, Trustee	
Seller Tako young	Date Date
Yoko Young, Truster	
Buyer	Date
Carlin's Country Guest Home	& Rosen's Inc.
Buyer	Date
Agent (Broker) Representing Seller	
By	_ Date
(Associate Licensee or Broker)	
Agent (Broker) Obtaining the Offer	
Ву	Date
(Associate Licensee or Broker)	

Present A.P. No. 072-170-30

. . **.** 

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California		_		
County of ALAMEDA		_		$\wedge$
On June 18, 2006	before me,	Kaori Yo	ung, Dot	aryudip
a Notary Public personally appear Yoko Young	ed			P
RAORI YOUNG COMM. #1601803 Notary Public - California San Joaquin County My Comm. Expires Aug. 20, 20	be the person(s within instrum he/she/they e authorized cap signature(s) or entity upon b ekecuted the in	whose name nent and ac xecuted the pacity(ies), a n the instrum whalf of wh strument.	(s) is/are sub cknowledged same in nd that by ent the pers ich the pers	scribed to the to me that his/her/their his/her/their son(s) or the
	Kani	Ymg		

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

	CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
	INDIVIDUAL CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
	TITLE(S) PARTNER(S)	NUMBER OF PAGES
	TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:	DATE OF DOCUMENT
SIG	NER IS REPRESENTING:	SIGNER(S) OTHER THAN NAMED ABOVE

Seller certifies that this information is herein is true and correct to the best of Seller's knowledge as of the date signed by the Seller.

06 Seller -Date William J. Young ,//Truste Seller Date

Yoko Young, Trustee

•

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

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Jullian Coung	Date /	30 May 06
William J. Young, Trustee	·	
Seiler Young, Trustee)	T Date	<u> </u>
Buyer Denise K. Ke	bubate	7/7/06
Denise L. Reber Buyer	Date	• ·
Agent (Broker) Representing Seller		
Ву	Date	
(Associate Licensee or Broker)		
Agent (Broker) Obtaining the Offer		
Ву	Date	
(Associate Licensee or Broker)		

Present A.P. No. 072-170-30

Recording Requested By: NATIONS FIRST LENDING, INC.

DOC # 2006-150631 07/13/2005 08:50A Fee:55.00 Page 1 of 20 Recorded in Official Records County of San Joaquin GARY W. FREEMAN Assessor-Recorder-County Clerk Paid by ALLIANCE TITLE CO

And After Recording Return To: NATIONS FIRST LENDING, INC. 30 CORPORATE PARK, SUITE 455 IRVINE, CALIFORNIA 92606 Loan Number: 0001017695

12436268 DL [Space Above This Line For Recording Data] ----

# **DEED OF TRUST**

MIN: 100265000010176954

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 7, 2006, together with all Riders to this document.
(B) "Borrower" is DENISE L. REBER, A MARRIED WOMAN AS HER SOLE AND SEPERATE PROPERTY

Borrower is the trustor under this Security Instrument. (C) "Lender" is NATIONS FIRST LENDING, INC.

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA . Lender's address is 30 CORPORATE PARK SUITE 455, IRVINE, CALIFORNIA 92606

(D) "Trustee" is ALLIANCE TITLE COMPANY 701 S HAM LANE, SUITE A, LODI, CALIFORNIA 95242

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and datedJULY 7, 2006The Note states that Borrower owes LenderTHREEHUNDREDAND00/10000/100Dollars (U.S. \$ 303,200.00)) plus interest.

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Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

"Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are **(I)** to be executed by Borrower [check box as applicable]:

- **X** Adjustable Rate Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- ☐ 1-4 Family Rider

Balloon Rider

- Second Home Rider
- Condominium Rider
- □ Other(s) [specify]

"Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and **(D**) administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

"Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.  $(\mathbf{0})$ 

"Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, **(P)** plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's

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covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of SAN JOAQUIN : [Type of Recording Jurisdiction] [Name of Recording Jurisdiction] LEGAL DESC. : REDRAW 911024 FR ORIG APN 076170307CENSUS TRACT: 060770032.083000 A.P.N.: 072-170-30

which currently has the address of 9812 HICKOCK DRIVE

[Street]

STOCKTON	, California	95209	("Property Address"):
[City]		[Zip Code]	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not

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obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender

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shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, Lender shall notify Borrower as required by RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument the Note or this Security Instrument.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Securing. Securing the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9. Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable. notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These

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agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or ot refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender

Borrower Initials:

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specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note

Borrower Initials:

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and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The

Borrower Initials:

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notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

Borrower Initials:

CALIFORNIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS Form 3005 01/01 Page 12 of 14

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

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	Rebus (Seal) EBER -Borrower	Donio Denise L.
	(Seal) -Borrower	
	(Seal) -Borrower	
Witness:		Witness:
-	Witness:	(Seal) Borrower (Seal) -Borrower

54

State of California

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County of SAN JOAQUIN

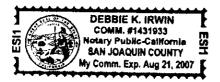
} 7,2006 before me, Debbie K. Irwin, Notary Public On

personally appeared DENISE L. REBER

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

) ss.

WITNESS my hand and official seal.



NOTAR

(Typed Name of Notary)

NOTARY SEAL

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#### 12436268 -704 -DI

#### Exhibit A Legal Description

All that certain real property in the City of Stockton, County of San Joaquin, State of California, described as follows:

Lot Two Hundred Fifty-Seven (257), as shown upon Map entitled, Tract No. 1278, Western Valley Estates, Unit No. 7, filed for record May 13, 1977, in Vol. 22 of Maps and Plats, Page 66, San Joaquin County Records.

EXCEPT all oil, minerals, gas, and other hydrocarbon substances lying below a depth of 500 feet beneath the surface of said land, without the right of surface entry.

MIN: 100265000010176954 Doc ID#: Loan Number: 0001017695

#### ADJUSTABLE RATE RIDER

#### (MTA-Twelve Month Average Index - Payment Caps)

THIS ADJUSTABLE RATE RIDER is made this 7th day of JULY 2006 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to NATIONS FIRST LENDING, INC., A CALIFORNIA CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

> 9812 HICKOCK DRIVE, STOCKTON, CALIFORNIA 95209 [Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrees as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.250 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

#### (B) Interest Rate Change Dates

The interest rate I will pay may change on the 1st day of SEPTEMBER

2006 , and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

Borrower Initials

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#### (C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

#### (D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 375/1000 percentage point(s) 3.375 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

#### 3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the 1st day of each month beginning on SEPTEMBER 1, 2006 . I will make these payments every month until I have paid all the Principal and Interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on AUGUST 1, 2036 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 30 CORPORATE PARK, SUITE 455, IRVINE, CALIFORNIA 92606

or at a different place if required by the Note Holder.

#### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. 1,010.42 unless adjusted under Section 3 (F).

#### (C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1st

day of SEPTEMBER, 2007, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

Borrower Initials: <u>DLK</u> PayOption MTA ARM Rider FE-5315 (0511)

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I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

#### (D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

#### (E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3 (D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3 (A).

### (F) Limit on My Unpaid Principal; Increased Monthly Payment

## My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED

FIFTEEN AND 000/1000 percent ( 115.000 %)of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

#### (G) Required Full Payment

On the 5th Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

#### PayOption MTA ARM Rider

FE-5315 (0511) Borrower Initials: DLC

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#### (H) Payment Options

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

(i) Interest Only Payment: the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) Fully Amortized Payment: the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.

(iii) 15 Year Amortized Payment: the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Borrower Initials: PayOption MTA ARM Rider FE-5315 (0511)

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

TSE -Borrower -Borrower -Borrower -Borrower

PayOption MTA ARM Rider FE-5315 (0511)

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# Exhibit 3

smt: 072-170-300-00 Situs Address Name Address	-	el: 072-		ASW0100INQv2.4.0.245: Main Assessor Inquiry					
	9812 HIC		-170-300-000 Status: A	ACTIVE Owr	er: REBER, DENISE	L			
Status Taxability Code TRA Creating Doc# Current Doc# Terminating Doc# Neighborhood Code Asmt Description LandUse 1 CandUse 1 CandUse 2 Zoning 1 Acres Comments	REBER, D 9812 HIC STOCKTO 800 003-461 2017ICOI 2006R150 183 10 REDRAW 04/20/20	PENISE L KOCK DI DN CA 95 100 CA 95	R 5209-1327 Status Date Descr Base Date Create Date Cur Date Term Date Supl Cnt LE FAMILY RESIDENTIAL Dwell 1 SqFt FR ORIG APN 0761703	0 6,292 07	Values Land [ Structure [ FixtureRP [ Growing [ Total L&I [ Fixtures [ TR/Date [ Status [ Description [ TPZ Multi Situs Asmt PP	90,000 264,500 354,500 ENROLLED is PROF	MHPP PP Exemption Net CHARGE R/C # CHARGE PP Exemption Net CHARGE PP Exemption Net CHARGE PP PP CHARGE PP CHAR	7,000 347,500	
Main Ownership Deta	1	hip Histo	TC Inq. Images	utes Situs Parcel Desc				0.15	

### CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

If eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.

SEE INSTRUCTIONS BEFORE COMPLETING		
NAME AND MAILING ADDRESS		
(Make necessary corrections to the printed name and mailing address)	Г	FOR ASSESSOR'S USE ONLY
		Received
		Approved
		Denied
		Reason for denial
L	L	
		PROPERTY DESCRIPTION
		Parcel No.
		Address of dwelling
Print your social security number and name here	SS	N:
	NAM	
Print co-owner's or spouse's social security number and name	when ss	
this property is also his/her principal residence	NAM	
s	TATEMENTS	
		and Ball and the Constants Assessment Ball
This claim may be used to file for the Homeowners' Exemp A new owner must file a claim even if the property is alre- information and instructions before answering the questions	ady receiving the h	omeowners' exemption. Please carefully read the
1. When did you acquire this property?		
2. Date you occupied this property as your principal resid	ence (see instruction	ns):
3. Do you own another property that is, or was, your princ	cipal place of resider	(month/daysear) nce in California? YES NO
If YES, please provide the address below, and the date	e you moved out, if n	o longer your principal place of residence:
Address:	and the second s	
Street address	City	Zip Code month/day/year
Only the owners or their spouses who occupy the above-de her legal representative may sign this claim. (If the property wish to file separate claims; however, only one exemption w	comprises more that	n one dwelling unit, other co-owner occupants may
If you are buying this property under an unrecorded con you must attach a copy to this claim.	tract of sale and the	Assessor does not have a copy of the contract,
CE	RTIFICATION	
I certify (or declare) under penalty of perjury under the laws including any accompanying statements or documents, is	of the State of Califo s true, correct, and co	ornia that the foregoing and all information hereon, omplete to the best of my knowledge and belief.
SIGNATURE OF OWNER-OCCUPANT		DATE
SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER-OCCUPANT		DATE
EMAIL ADDRESS		DAYTIME TELEPHONE NUMBER
	1	( )

IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM. If you occupy this parcel at a later date, contact the Assessor at that time. THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



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Steve J. Bestolarides

Assessor-Recorder-County Clerk San Joaquin County 44 N San Joaquin Street Suite 230 Stockton, CA 95202-3273 Exemptions: (209) 468-2887 www.sjgov.org/assessor\_recorder



#### GENERAL INFORMATION

California property tax laws provide two alternatives by which the Homeowners' Exemption, up to a maximum of \$7,000 of assessed value, may be granted.

Alternative 1: The exemption is available to an eligible owner of a dwelling which is occupied as the owner's principal place of residence as of 12:01 a.m., January 1 each year; or

Alternative 2: The exemption is available to an eligible owner of a dwelling subject to supplemental assessment(s) resulting from a change in ownership or completion of new construction on or after January 1, provided:

- (a) The owner occupies the property as his or her principal place of residence within 90 days after the change in ownership or completion of construction; and
- (b) The property is not already receiving the Homeowners' Exemption or another property tax exemption of greater value. If the property received an exemption of lesser value on the current roll, the difference in the amount between the two exemptions shall be applied to the Supplemental Assessment.

To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year.

Filing for exemption under Alternative 2 will apply to the supplemental assessment(s), if any, and serve as filing for the exemption for the following fiscal year(s).

To obtain the exemption, the claimant must be an owner or co-owner or a purchaser named in a contract of sale. The dwelling may be any place of residence subject to property tax; a single-family residence, a structure containing more than one dwelling unit, a condominium or unit in a cooperative housing project, a houseboat, a manufactured home (mobilehome), land you own on which you live in a state-licensed trailer or manufactured home (mobilehome) are examples. A dwelling does not qualify for the exemption if it is, or is intended to be, rented, vacant and unoccupied, or the vacation or secondary home of the claimant. If you do not occupy this parcel as your principal residence, please discard this form.

If the Homeowners' Exemption is granted and the property later becomes ineligible for the exemption, you are responsible for notifying the Assessor of that fact immediately. Section 531.6 of the Revenue and Taxation Code provides for a penalty of 25 percent of the escape assessment added for failure to notify the Assessor of the county where the property is located in a timely manner when property is no longer eligible for the exemption. As a reminder, your tax bill, or copy, mailed by November 1 each year should be accompanied by a notice concerning ineligibility for the exemption.

Once granted, the exemption remains in effect until terminated. Once terminated, a new claim form must be obtained from and filed with the Assessor to regain eligibility.

#### TIME FOR FILING

Alternative 1: The full exemption is available if the filing is made by 5 p.m. on February 15. If a claim is filed between February 16 and 5 p.m. on December 10, 80 percent of the exemption is available.

Alternative 2: The full exemption (up to the amount of the supplemental assessment), if any, is available providing the full exemption has not already been applied to the property on the regular roll or on a prior supplemental assessment for the same year. To be applied, the filing must be made by 5 p.m. on the 30th day following the Notice of Supplemental Assessment issued as a result of a change in ownership or completed new construction. If a claim is filed after the 30th day following the date of the Notice of Supplemental Assessment, but on or before the date on which the first installment of taxes on the supplemental tax bill becomes delinquent, 80 percent of the exemption available may be allowed. Thereafter, no exemption is available on the supplemental assessment.

#### INSTRUCTIONS

If your name is printed on the form and you have sold the property, please send the form at once to the new owner. If someone else's name is printed on the form and you are now an owner of the property, or a purchaser under contract of sale, strike out the printed name and insert your own name, or add your name if you and the one whose name is printed are co-owners. Change the printed address if it is incorrect. If there are no entries printed on the form when you receive it, enter your full name and mailing address, including your zip code.

ADDRESS OF THE DWELLING. If the parcel number or the legal description of the property and the address of the dwelling are printed on the form, check to see that they are printed correctly and correct them if they are not. These entries identify the dwelling on which you claim the exemption.

If the dwelling has no street address, so state. Do not enter a post office box number for the address of the dwelling.

TELEPHONE NUMBER. Enter the telephone number where you can be reached during the day.

SOCIAL SECURITY NUMBERS. Enter social security numbers as directed. If you or your spouse do not have a social security number write "none" in the space provided. If you or your spouse do not have a social security number but you have a Medicare or Medi-Cal number, enter that number.

The disclosure of social security numbers is mandatory as required by Revenue and Taxation Code section 218.5 and Title 18, California Code of Regulations, section 135. (See Title 42 United State Code, section 405(c)(2)(C)(i), which authorizes the use of social security numbers for identification purposes in the administration of any tax.) The numbers are used by the Assessor to verify the eligibility of persons claiming the exemption and by the state to prevent multiple claims in different counties and to verify the eligibility of persons claiming income tax renter's credits. The numbers are also used by the State Department of Child Support Services for locating absent parents and locating property which is owned by persons who are delinquent in their support payments; and by the State Department of Social Services to identify persons who own homes that have not been reported, if required, to the County Welfare Department. If you do not enter your social security numbers are not subject to public inspection.

STATEMENTS. Please answer the applicable questions. The Assessor will allow the proper exemption(s).

CERTIFICATION. A guardian, executor, or other legal representative may sign on behalf of an incompetent or deceased owner by inserting his or her name and capacity on the signature line and the date of death if the owner is deceased.

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# Exhibit 4

RECORDING REQUESTED BY Alliance Title Company AND WHEN RECORDED MAIL TO	DOC # 2006-150630 07/13/2006 08:50A Fee:10.00 Page 1 of 2 Recorded in Official Records County of San Joaquin
Name Denise L. Reber Street Address Attention: Denis Reber 1089 44657. City,State Oakland, CH94607	GÂRY W. FREEMAN Assessor-Recorder-County Clerk Paíd by ALLIANCE TITLE CO
Order No. 12436268-704-DI	
APN No: 072-170-30	SPACE ABOVE THIS LINE FOR RECORDER'S USE
INTERS	POUSAL TRANSFER DEED
Individual Grant Deed (Excluded from THE UNDERSIGNED GRANTOR(s) DECLARE(s) Documentary Transfer Tax is \$ _0 THERE IS Parcel No. 072-170-30	Reappraisal Under Proposition 13) NO CONSIDERATION FOR THIS TRANSFER. <u>The Under signed</u> _, Declarant or Agent Determining Tax
<ul> <li>exclusion:</li> <li>(□) From joint tenancy to community property</li> <li>(□) From joint tenancy to tenancy in common</li> <li>(□) From one spouse to both spouses (see belo</li> <li>(☑) From one spouse to the other spouse (see belo</li> <li>(☑) From one spouse to the other spouse (see belo</li> <li>(☑) To relinquish any community interest and to vest s in the name of the grantee as his/her sole and sep</li> <li>(□) Other</li> <li>GRANTOR(S):</li> <li>Ardie W. Kendrick, husband of Denise Reber hereby GRANT(S) to</li> </ul>	w) w) aid property
See Exhibit A attached hereto and made a part he	reof.
Dated: July 6, 2006 STATE OF CALIFORNIA COUNTY OF San Joaquin on July 7, 2006 befor Debble K. I. (Min (Insert name and title of officer) a Notary Public in and for said County and State, personal	s.s. Ardie W. Kenrick
Ardie W. Kendrick	
personally known to me (or proved to me on the basis evidence) to be the person(s) whose name(s) is/are su within instrument and acknowledged to me that he/she the same in his/her/their authorized capacity(ies) his/her/their signature(s) on the instrument the person(s) upon behalf of which the person(s), acted, executed the in WITNESS my hand and official the to Signature	bscribed to the Comm. #1431933 m whey executed and that by U San JOAQUIN COUNTY Show and the entity J W Comm. Exp. Aug 21, 2007 L
MAIL TAX STATEMENTS TO PARTY SHOWN ON THE F	DLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE
Name	Street Address City & State

67

•

inspdeed.doc (rev. 07/17/98)

15

Я

#### Exhibit A

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\*

All that certain real property in the City of Stockton, County of San Joaquin, State of California, described as follows:

Lot Two Hundred Fifty-Seven (257), as shown upon Map entitled, Tract No. 1278, Western Valley Estates, Unit No. 7, filed for record May 13, 1977, in Vol. 22 of Maps and Plats, Page 66, San Joaquin County Records.

EXCEPT all oil, minerals, gas, and other hydrocarbon substances lying below a depth of 500 feet beneath the surface of said land, without the right of surface entry.

colinsgd (rev. 07/15/98)

# Exhibit 5

THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

# NOTICE TO CHANGE TERMS OF TENANCY <u>-RENT INCREASE NOTICE-</u>

To Ardie Kendrich (original occupant), Denise Kendrich (also known as Denise L. Reber) (original occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

> 315 Hanover Avenue Apartment 301 City of Oakland, County of Alameda, State of California 94606 --including all associated housing and parking privileges-- (the "Premises")

You are hereby notified that, effective **July 1, 2018**, not less than sixty (60) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$1,185.85 per month to four thousand four hundred ninety-five dollars (\$4,495) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the *Rental Agreement* dated December 1, 2002 and all addendums thereto will remain unchanged.

You are further notified that 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.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq*. (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupants, Ardie Kendrich and Denise Kendrich, no longer permanently reside at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the <u>Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et</u> <u>seq.)</u>, please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

(C) Acceptance of rent by the owner shall not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

Information and advice regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: <u>www.oaklandnet.com</u>. Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program.

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

Dated: April 23, 2018

WASSERMAN-STERN

By:

DAVID P. WASSERMAN, Esq., Attorneys and Duly Authorized Agents for the Landlord/Owner, Hanover Lakeview Apartments, LP

# Wasserman-Stern Law Offices

2960 Van Ness Avenue San Francisco, CA 94109 Tel. No.: (415) 567-9600 Fax. No.: (415) 567-9696 **Email:** <u>dwasserman@wassermanstern.com</u>

CITY OF OAKLAND

P.O. BOX 70243, OAKLAND, CA 94612-2043 Department of Housing and Community Development Rent Adjustment Program A B

TEL (510) 238-3721 FAX (510) 238-6181 TDD (510) 238-3254

# NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner \_\_\_\_\_\_ is \_\_\_\_\_ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_\_.

### TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit \_\_\_\_\_, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at

I received a copy of this notice on

(Date)

(Tenant's signature)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。 La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

# Exhibit 6

### April 30, 2018

# Re: Kendrich, Ardie & Denise - 315 Hanover #301

### DATA SEARCHES RE: DENISE L KENDRICK aka DENISE L REBER aka DENISE KENDRICK aka <u>DENISE ROSEN REBER aka DENISE L ROSEN-REBER</u> <u>DOB: 10/XX/1958</u> SSN: 569-29-XXXX issued in California in 1974.

### **CONCLUSIONS:**

A preponderance of the evidence supports a conclusion that Denise L. Reber, aka, Kendrick's current permanent place of residence is not the subject property, 315 Hanover St., #301, Oakland, CA, but rather is 9812 Hickock Dr., Stockton, CA. Specific evidence supporting this conclusion includes:

1) Although address history databases identify both 315 Hanover Avenue, #301, Oakland, CA (09/1995-04/2018) and 9812 Hickock Drive, Stockton, CA (12/31/2006-04/30/2018). The November 2017 initial reporting date for the 9812 Hickcock Drive, Stockton, CA address is much more recent than the 9/1995 initial reporting dates for the subject property, indicating that Denise Kendrick's residency at 9740 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely her current residence.

2) 411 Directory Assistance has listings for Denise Reber at 315 Hanover Avenue, Oakland, CA and a listing under Denise Reber – (209) 957-6068 in Stockton, CA with no address listed.

3) Database records identified utilities accounts associated with Denise Reber at both 315 Hanover Avenue, Oakland, CA and 9812 Hickock Dr., Stockton, CA.

4) Ms. Reber is the current owner of 9812 Hickock Dr., Stockton, CA 95209. A Homeowners Exemption is on file and the tax mailing address of record is the same as the property address.

5) A Deed of Trust executed by Ms. Reber in connection with financing for 9812 Hickock Dr., Stockton, CA 95209 and recorded on 7/13/2006 contains an owner occupancy clause that states: "Borrower shall occupy, establish, and use the Property as Borrower's principal residence...and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy...".

6) The California DMV has no record of any vehicles registered to Denise Reber, or Densie Kendrick at 315 Hanover Avenue, Oakland, CA. The DMV does have record of a 2003 Ford registered to Kendrick and Ardie Kendrick at 9812 Hickock Drive, Stockton, CA. The registration is valid 4/30/2018 – 4/30/2019.

7) A Vehicle Sightings database identified 45 sightings of a 2003 Ford registered to Kendrick and Ardie Kendrick between May 5, 2010 and March 1, 2018. All 45 sightings were in Stockton, CA and 29 of the sightings were in the immediate vicinity of 9812 Hickock Drive, Stockton, CA.

8) On May 10, 2018, an online search of CA SOS Voter Registration records identified a voter registration record for Denise Reber at 112 Estates Drive, Piedmont, CA. An archived database record identified an 8/31/1998 registration date for Ms. Reber in Alameda County.

9) A State of California New Motor Vehicle Board protest filed by Guarantee Forklift (GF), president, Denise Rosen-Kendrick on 2/27/identified the business as located at 689 Fourth St., Oakland, CA. A Proof of Service in the matter filed by Ms. Reber's husband, Ardie W. Kendrick, on 2/27/2013 identified Mr. Kendrick's address as 9812 Hitchcock Dr., Stockton, CA 95209.

# **SUMMARY:**

### ADDRESS HISTORY

A review of findings in three address history databases for Denise Kendrick identified three current addresses: 1) The subject address, 315 Hanover Avenue, Oakland, CA (09/1995-04/2018); a second address – 9812 Hickock Drive, Stockton, CA (12/31/2006-04/30/2018); and a third address – PO Box 23824, Oakland, CA (12/2014-04/2018). The November 2017 initial reporting date for the 9812 Hickcock Drive, Stockton, CA address is much more recent than the 9/1995 initial reporting dates for the subject property, indicating that Denise Kendrick's residency at 9740 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely her current residence.

NOTE: A fourth address is also reported as current in one database for Ms. Kendrick - 9740 Hickock Drive, Stockton, CA (11/09/2017-04/30/2018). This address is believed to be a database error, as it does not appear in any other databases reviewed, either for Ms. Kendrick, or her husband Ardie Kendrick.

(See pages 10-14)

### TELEPHONE NUMBER DATABASES

A telephone contact of the Directory Assistance (411) on April 30, 2018 identified no listings under Denise Kendrick in Oakland, CA or Stockton, CA. 411 Directory Assistance under Denise Reber found a listing – (510) 834-1519 at 315 Hanover Avenue, Oakland, CA and a listing under Denise Reber – (209) 957-6068 in Stockton, CA with no address listed.

Telephone numbers – (510) 835-4442 and 530-6930, were identified in database records as associated with Denise Reber with no address listed (Records #1&2). An online search of the 411 Directory Assistance on May 10, 2018, found no information available for those numbers.

A telephone number – (510) 834-2494 was identified in database record as associated with Denise Reber at the 689 4<sup>th</sup> Street, Oakland, CA address (Record #3A). An online search of the 411 Directory Assistance on May 10, 2018, found GFL, Inc as the owner of (510) 834-2494 at 699 4<sup>th</sup> Street, Oakland, CA (Record #3B).

(See pages 14-16)

# **UTILITIES**

Utilities databases identified two accounts for unknown utilities associated with Denise Reber at 315 Hanover Avenue, Oakland, CA with reported dates of 10/23/2014-10/24/2014 (Records #1-2), and at 689 4<sup>th</sup> Street, Oakland, CA with reported dates of 06/13/2014-06/16/2014 (Records #3-4).

(See pages 16-18)

# **REAL PROPERTY OWNERSHIP RECORDS**

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified one record of current property ownership associated with Denise Reber, the single family residence located at 9812 Hickock Dr., Stockton, CA 95209 (Record # 1). On May 10, 2018 a call to the San Joaquin County Assessor's Office confirmed the following information as current: Denise L. Reber is the current property owner, a HOEX is on file under and the Assessor's tax mailing address of record is the same as the property address. Per the database record, Ms. Reber holds title as a married woman with separate property ownership rights.

A Deed of Trust Associated with the property and recorded on 7/13/2006 contains an owner occupancy clause. That clause states:

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

(see attached DOT)

Databases identified two records of divested property associated with Denise Reber, the single family residence located at 6106 Harrisburg Pl, Stockton, CA that was sold 8/17/2012, and the single family residence located at 11098 Twin Cities Rd., Galt, CA that was sold 6/13/2006 (see Divested Property Section, Records #2 - 3).

Multiple Notices of Default were found recorded for properties at 9812 Hickock and 6106 Harrisburg Pl, both in Stockton, but recisions for both properties were also recorded in 2012 (See Notices of Default Section, Records #1-8).

(See pages 18-36).

# **ALAMEDA COUNTY RECORDER INDEXES:**

A search of Alameda County Recorder's indexes, identified three recordings under Denise Reber, between 2011-201. No records found under Denise Kendrick.

(See page 36)

# SAN JOAQUIN COUNTY RECORDER INDEXES:

A search of San Joaquin County Recorder's indexes, identified 37 recordings under Denise Reber and 1 recordings under Denise Kendrick, between 2005-2014:

(See pages 36-49)

# **CALIFORNIA DMV RECORDS:**

A search of California Department of Motor Vehicle driving records identified a current California license for Denise Lee Reber Kendrick, issued 08/09/2013, expiration – 10/22/2018. One violation was noted, a Red Signal violation, 1/27/2016 in Oakland. No license plate was listed (Record #1).

An inquiry of California DMV vehicle registration records keyed to the subject address identified no vehicle registered to Denise Reber at 315 Hanover Avenue, Oakland, CA (Record #2). An inquiry keyed to 9812 Hickock Drive, Stockton, CA identified no vehicle registered to Denise Reber (Record #3). An inquiry keyed to 315 Hanover Avenue, Oakland, CA identified no vehicle registered to Denise Kendrick (Record #4). An inquiry keyed to 9812 Hickock Drive, Stockton, CA identified a 2003 Ford vehicle – license plate 7V48443, registered to Denise Kendrick and Ardie Kendrick. The registration is valid 4/30/2018 – 4/30/2019 (Record #5).

(See pages 49-52)

# **VEHICLE SIGHTINGS**:

A nationwide search of the license plates keyed to abovementioned license plate numbers identified 45 sightings of license plate 7V4883 between May 5, 2010 and March 1, 2018. Sixteen sightings were in Stockton, CA between November 4, 2010 and March 1, 2018 (Records #1, 7, 10A-B, 12, 14, 17, 21, 25, 29A-B, 31, 37-39, 41-43), and the remaining 29 sightings were in the immediate vicinity of 9812 Hickock Drive, Stockton, CA between May 5, 2010 and March 1, 2018.

(See pages 53-103)

# **VOTER REGISTRATION:**

On April 30, 2018, an online search of San Francisco Voter Registration records keyed to Date of Birth: 10/XX/1958 and Last 4 SSN: XXXX; identified no records (Record #1).

On May 10, 2018, an online search of CA SOS Voter Registration records keyed to First Name: Denise; Last Name: Reber; CA Driver License: N471XXXX; Last 4 SSN: XXXX and Date of Birth: 10/XX/1958, identified a voter registration record for Denise Reber at 112 Estates Drive, Piedmont, CA (Record #2).

An archived database record identified multiple voter registrations for Denise Reber at 112 Estates Drive, Piedmont, CA with registration date of 08/31/1998 (Record #3), and at 935 W. Glenwood Street, Springfield, MO with registration date of 05/07/1984 (Record #4).

(See pages 104-107)

# **BUSINESS ENTITIES/EMPLOYMENT RECORDS:**

A search of nationwide business databases including proprietary employment databases, as well as California Secretary of State Corporation, LLC, and Limited Partnership records, California Fictitious Business Name (FBN) Records, California Board of Equalization Records, Corporate Affiliation Databases, California Department of Consumer Affairs Professional License Records – including the State Contractors Licensing Board, Uniform Commercial Code (UCC), identified the following:

Employment Associations with Commercial Towel Uniform Rental Service (2006-1/3/2018); Leavitt Macinery (6/22/2017); Carlin's Country Guest Home & Rosen's Inc., 689 4<sup>th</sup> St., Oakland, CA (1/23/2002-3/6/2018); GFL, Inc., aka, Guarantee Fork Lift, Inc., 689 4<sup>th</sup> St., Oakland, CA (1/2006 3/6/2018); Handy Plus, PO Box 691381, Stockton, CA 95269 (6/13/2011); Columbia Trucking, Inc.

California Secretary of State, Department of Corporations records for: Carlin's Country Guest Home & Rosen's Inc., 689 4<sup>th</sup> St., Oakland, CA; Status – Suspended. Denis L. Reber, CEO and Agent at 689 4<sup>th</sup> St., Oakland, CA.

(See pages 107-113)

# LIENS & JUDGMENTS:

Four records of tax liens recorded against Denise Reber between 2008 and 2015 were identified in liens and judgment databases. Ms. Reber's address of record in the 2015 sales and use tax lien was 689 4<sup>th</sup> St., Oakland, CA. Ms. Reber's address of record in the other three liens was 9812 Hickcock, Dr., Stockton, CA.

(See pages 113-115)

# **CALIFORNIA SUPERIOR COURT CIVIL RECORDS:**

A search of California Superior Court Civil indexes, available on-line, including Denise Reber's known counties of residence Alameda County (Records #1-7), Sacramento County (Record #8), San Joaquin County (Record #9), Contra Costa County and Santa Clara County identified 12 records filed between 2008 - 2014. Seven filings were in Alameda County, One in Sacramento County and Four in San Joaquin County. All records were searched under Denise Reber and Denise Kendrick. The most recent filing a 4/24/3014 Unlawful Detainer matter in Alameda County, Rodriguez vs Reber. A Writ of Possession was Issued on 12/9/2014 and after Ms. Reber dropped her opposition to execution of the writ, a satisfaction was filed on 2/20/3015.

(See pages 115-137)

# **CALIFORNIA SUPERIOR COURT CRIMINAL RECORDS:**

A search of California Superior Court Criminal indexes, available on-line, including Denise Reber/Kendrick's known counties of residence – Sacramento County, Santa Clara County, Mendocino County and San Joaquin County, identified no records. NOTE: Alameda County and Contra Costa County Criminal Court filings are not available online.

An archived database record identified a 2014 Amador County Traffic filing and a 1992 Santa Clara County Traffic filing pertaining to Denise Kendrick.

(See pages 137-138)

# NATIONWIDE FEDERAL BANKRUPTCY, CIVIL AND CRIMINAL COURT RECORDS:

A search of on-line Federal Bankruptcy, Civil, and Criminal court records nationwide identified multiple records under Denise Kendrick. All records were eliminated through non-matching social security number, spouse, address, other identifier or as having been filed in a jurisdiction remote from Denise Reber / Kendrick's known address history. No records found under Denise Reber.

# **INTERNET SEARCHES:**

Online search engine inquiries and searches of social and professional networking websites identified multiple records under the name Denise Kendrick. Records identified include the following:

<u>Record #1</u>: A Facebook page for Denise Reber which identified herself as the President at GFL, Inc. Her intro stated "Northern California Authorized Capacity Yard Truck Dealer". No residence info was referenced.

<u>Record #2</u>: A LinkedIn page for Denise Reber identifies herself as the President at G.F.L. Inc. in Oakland, CA.

<u>Record #3:</u> A State of California New Motor Vehicle Board protest filed by Guarantee Forklift (GF), president, Denise Rosen-Kendrick, filed 2/27/2013 – Guarantee Forklift, Inc. vs Capacity of Texas, Inc. The protest, in regard to notice of termination of GF's franchise agreement by Capacity of Texeas, Inc. The petition states that GF has been operating for over sixteen years and is located at 689 Fourth St., Oakland, CA. A Proof of Service in the matter filed by Ardie W. Kendrick on 2/27/2013 identifies Mr. Kendrick's address as 9812 Hitchcock Dr., Stockton, CA 95209 – See Record #3 below and attached Petition and POS.

(See pages 138-144)

# **RESIDENT HISTORY FOR 315 HANOVER AVENUE, #301, OAKLAND, CA 94606:**

A Resident History search keyed to 315 Hanover Avenue, #301, Oakland, CA 94606 identified 6 residents currently associated with the address, including Denise Kendrick.

Create a Book with reported dates of 01/01/1997-04/30/2018 Shana Kendrick with reported dates of 09/19/2017-04/30/2018 Samuel Shirakhon with reported dates of 05/23/2014-04/30/2018 Marie Dorothy Magee with reported dates of 07/01/1980-04/30/2018 Denise Kendrick with reported dates of 06/22/2004-04/27/2018 Christina Kayla Kendrick with reported dates of 12/14/2011-04/27/2018

(See pages 144-148)

# **RESIDENT HISTORY FOR 9812 HICKOCK DRIVE, STOCKTON, CA 95209:**

A Resident History search keyed to 9812 Hickock Drive, Stockton, CA 95209 identified multiple residents currently associated with the address including Denise Reber and Ardie Kendrick.

Linda Combs with reported dates of 07/13/2001-05/02/2018 Maxine Baker with reported dates of 06/01/2002-05/02/2018 Denise Reber with reported dates of 12/31/2006-05/02/2018 Joshua Lacy with reported dates of 11/14/2005-05/02/2018 Monica Christy with reported dates of 02/01/2001-05/02/2018 Ardie Kendrick with reported dates of 02/06/2008-05/02/2018 Angel Cline with reported dates of 12/12/2016-05/02/2018 Wayne Kendrick with reported dates of 07/26/2010-04/26/2018 Jean Dayna with reported dates of 04/15/2010-04/26/2018

(See pages 148-156)

### **SUBJECT INFO:**

Name: Denise L. Kendrick aka Denise L Reber aka Denise Kendrick aka Denise Rosen Reber aka Denise L Rosen-Reber DOB: 10/XX/1958 SSN: 569-29-XXXX issued in California in 1974.

# ADDRESS HISTORY

A review of findings in three address history databases for Denise Kendrick identified three current addresses: 1) The subject address, 315 Hanover Avenue, Oakland, CA (09/1995-04/2018); a second address – 9812 Hickock Drive, Stockton, CA (12/31/2006-04/30/2018); and a third address – PO Box 23824, Oakland, CA (12/2014-04/2018). The November 2017 initial reporting date for the 9812 Hickcock Drive, Stockton, CA address is much more recent than the 9/1995 initial reporting dates for the subject property, indicating that Denise Kendrick's residency at 9740 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely her current residence.

NOTE: A fourth address is also reported as current in one database for Ms. Kendrick - 9740 Hickock Drive, Stockton, CA (11/09/2017-04/30/2018). This address is believed to be a database error, as it does not appear in any other databases reviewed, either for Ms. Kendrick, or her husband Ardie Kendrick.

Database #1

9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) (12/31/2006 to 04/07/2018)

9740 HICKOCK DR, STOCKTON, CA 95209-1325 (SAN JOAQUIN COUNTY) (11/09/2017 to 04/30/2018)

PO BOX 23824, OAKLAND, CA 94623-0824 (ALAMEDA COUNTY) (12/2014 to 04/2018) 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (04/01/1997 to 10/19/2017) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (06/22/2004 to 10/14/2017)

315 HANOVER AVE, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (09/1995 to 09/12/2014) 315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (03/30/1995 to 06/16/2011)

763 25TH AVE, SAN FRANCISCO, CA 94121-3611 (SAN FRANCISCO COUNTY) (10/31/2014 to 11/2014)

PO BOX 19, BOONVILLE, CA 95415-0019 (MENDOCINO COUNTY) (03/01/2013 to 03/12/2013) 100 BAY PL, OAKLAND, CA 94610-4422 (ALAMEDA COUNTY) (10/2011 to 10/02/2011) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) (03/2006 to 11/2009)

1450 TREAT BLVD, WALNUT CREEK, CA 94597-2168 (CONTRA COSTA COUNTY) (10/2009 to 10/20/2009)

11082 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (01/15/2004 to

10/2004)

11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (02/01/2000 to 06/2004)112 ESTATES DR, PIEDMONT, CA 94611-3314 (ALAMEDA COUNTY) (12/1994 to 01/23/2003) 112 ESTATES DR # 11, PIEDMONT, CA 94611-3314 (ALAMEDA COUNTY) (12/16/1996 to 12/16/1996) 699 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (03/08/2001 to 03/08/2001) 120 BURLWOOD DR, SCOTTS VALLEY, CA 95066-3702 (SANTA CRUZ COUNTY) (10/01/1996 to 10/01/2000) 2050 GLENROB AVE, UKIAH, CA 95482-6008 (MENDOCINO COUNTY) (08/29/2000 to 08/29/2000)12801 FAIR OAKS BLVD APT 269, CITRUS HEIGHTS, CA 95610-5179 (SACRAMENTO COUNTY) (04/01/1997 to 04/08/1997) 18603 N HIGHWAY 1 # 265, FORT BRAGG, CA 95437-8759 (MENDOCINO COUNTY) (11/13/1996 to 11/13/1996) 18603 N HIGHWAY 1 # 2, FORT BRAGG, CA 95437-8759 (MENDOCINO COUNTY) (09/13/1996 to 09/13/1996) 13153 PFEIFLE AVE, SAN JOSE, CA 95111-3329 (SANTA CLARA COUNTY) (09/17/1996 to 09/17/1996)

# Database #2

315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361 ALAMEDA (Verified) (Sep 1995 - Apr 2018) 9812 HICKOCK DR, STOCKTON, CA 95209-1327 SAN JOAQUIN (Jul 2006 - Jan 2016) 699 4TH ST, OAKLAND, CA 94607-3556 ALAMEDA (Jun 2014 - Mar 2015) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 SAN JOAOUIN (Dec 2005 - Sep 2012) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 ALAMEDA (Feb 2011 - Aug 2011) 11082 TWIN CITIES RD, GALT, CA 95632-8404 SACRAMENTO (Feb 2005 - Jan 2006) 11098 TWIN CITIES RD, GALT, CA 95632-8404 SACRAMENTO (Feb 2002 - Apr 2004) 215 HANOVER AVE, OAKLAND, CA 94606-1263 ALAMEDA (Mar 1998 - Mar 2004) 112 ESTATES DR, PIEDMONT, CA 94611-3314 ALAMEDA (Jan 1983 - Jan 2003) 20090 ALMADEN RD, SAN JOSE, CA 95120-3503 SANTA CLARA (Jul 1992 - Jun 2001) PO BOX 381, TWAIN HARTE, CA 95383-0381 TUOLUMNE (Feb 1985 - Jan 1997) 1429 SHERMAN ST APT, ALAMEDA, CA 94501-7415 ALAMEDA (Oct 1994 - Oct 1994) 2054 GLENROB AVE, UKIAH, CA 95482-6008 MENDOCINO (Feb 1994 - Feb 1994) 18603 N HWY APT, FORT BRAGG, CA 95437 MENDOCINO (Jul 1993 - Jul 1993) 18603 N HIGHWAY ONE 265, FORT BRAGG, CA 95437 MENDOCINO (May 1993 - May 1993) 505 HILLSDALE AVE, SAN JOSE, CA 95136-1202 SANTA CLARA (Aug 1991 - Apr 1993) 2064 GLENROB AVE, UKIAH, CA 95482-6008 MENDOCINO (Jul 1992 - Dec 1992) 19300 SUSAN WAY, SONORA, CA 95370-9209 TUOLUMNE (Aug 1987 - Dec 1992) PO BOX C, TWAIN HARTE, CA 95383-1796 TUOLUMNE (Oct 1984 - Dec 1992) 16863 BIG HILL RD, SONORA, CA 95370-9552 TUOLUMNE (Jan 1982 - Nov 1992)

116 MUIRFIELD DR, SAN JOSE, CA 95116-2612 SANTA CLARA (Dec 1991 - Dec 1991) 1130 NW 14TH ST, BEND, OR 97701-2102 DESCHUTES (Jul 1987 - Dec 1990) 19330 SUSAN WAY, SONORA, CA 95370-9209 TUOLUMNE (Aug 1987 - Aug 1989) PO BOX 208, MERIDIAN, ID 83680-0208 ADA (Jan 1988 - Apr 1989) PO BOX 850, MELVILLE, NY 11747 SUFFOLK (Apr 1984 - Apr 1986) 3815 S CARBONDALE ST, MERIDIAN, ID 83642-6978 ADA (Jan 1982 - Apr 1986) PO BOX 942, ASHLAND, OR 97520-0032 JACKSON (Apr 1984 - Apr 1985) PO BOX 3731, EUGENE, OR 97403-0731 LANE (Apr 1984 - Apr 1985) 4595 FOX HOLLOW RD, EUGENE, OR 97405-3997 LANE (Apr 1984 - Apr 1985) 2050 GLENROB AVE, UKIAH, CA 95482-6008 MENDOCINO (Jan 1983 - Apr 1985) PO BOX C381, TWAIN HARTE, CA 95383-0380 TUOLUMNE (Oct 1984 - Oct 1984) 3485 E AMAZON DR, EUGENE, OR 97405-3817 LANE (Aug 1984 - Aug 1984) 270 MOWETZA DR, ASHLAND, OR 97520-8761 JACKSON (Apr 1984 - Apr 1984) PO BOX 373, EUGENE, OR 97440-0373 LANE (Apr 1984 - Apr 1984) 728 W 10TH AVE, EUGENE, OR 97402-5208 LANE (Apr 1984 - Apr 1984) 731 W 11TH AVE APT, EUGENE, OR 97402-5382 LANE (Apr 1984 - Apr 1984) 18603 N HWY APT, FORT BRAGG, CA 95437 MENDOCINO 689 4TH ST, OAKLAND, CA 94607-3556 ALAMEDA (Jul 1997 - Jun 2015)

### Database #3

Name	Address	SSN / DOB	Phone
REBER DENISE L AKA: REBER, D	9x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 12/31/2006 - 04/30/2018 County: SAN JOAQUIN	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (510)834- 2494 Landline: (209)957- 6068
REBER DENISE L	<b>16</b> x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 10/1998 - 04/26/2018 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (209)957- 6068 Landline: (510)834- 1519 Cell: (510)205-8050 Landline: (510)834- 2494 Landline: (510)835- 4442 Landline: (510)451- 1928
REBER DENISE L AKA: REBER, D	<b>13</b> x315 HANOVER AVE 301 OAKLAND CA 94606-1361 <b>Reported:</b> 04/01/1997 - 10/15/2016 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (510)834- 1519 Landline: (510)451- 1928

			Landline: (209)745- 4380
REBER DENISE L	1x23824 PO BOX OAKLAND CA 94623 Reported: 12/24/2014 - 12/24/2014 County: ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (209)957- 6068 Landline: (510)834- 1519
REBER DENISE L	1x763 25TH AVE SAN FRANCISCO CA 94121 Reported: 10/31/2014 - 12/10/2014 County: SAN FRANCISCO	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
REBER DENISE L	<b>1</b> x19 PO BOX BOONVILLE CA 95415 <b>Reported:</b> 03/12/2013 - 03/13/2013 <b>County:</b> Mendocino	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
REBER DENISE L	7x6106 HARRISBURG PL STOCKTON CA 95207-4155 Reported: 11/30/2005 - 10/08/2012 County: SAN JOAQUIN	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
REBER DENISE L	<b>1</b> x4234 PINEHURST CIR CA9521 STOCKTON CA 95219 <b>Reported:</b> 08/30/2012 - 08/30/2012 <b>County:</b> SAN JOAQUIN	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
REBER DENISE L	<b>1</b> x100 BAY PL OAKLAND CA 94610 <b>Reported:</b> 10/06/2011 - 10/06/2011 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
REBER DENISE L	<b>1</b> x1429 SHERMAN ST ALAMEDA CA 94501 <b>Reported:</b> 10/01/1994 - 09/15/2011 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
KEBER DENISE L	<b>1</b> x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 01/25/2011 - 01/25/2011 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Cell: (510)205-8050
REBER DENISE L	1x100 LOCUST DR VALLEJO CA 94591 Reported: 04/30/2009 - 04/30/2009 County: SOLANO	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	

REBER DENISE L AKA: REBER, D	<b>10</b> x11098 TWIN CITIES RD GALT CA 95632-8404 <b>Reported:</b> 02/01/2000 - 02/25/2004 <b>County:</b> SACRAMENTO	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (209)745- 4380
REBER DENISE L	7x112 ESTATES DR PIEDMONT CA 94611-3314 Reported: 12/17/1994 - 08/28/2001 County: ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (510)834- 2494
REBER DENISE L	<b>1</b> x112 ESTATES DR OAKLAND CA 94611 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 03/01/1959 Age: 59	
REBER DENISE L	1x2050 GLENROB AVE UKIAH CA 95482 Reported: 08/29/2000 - 08/29/2000 County: MENDOCINO	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
REBER DENISE L	1x689 4TH ST OAKLAND CA 94607 Reported: 02/01/2000 - 02/01/2000 County: ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 03/01/1959 Age: 59	
REBER DENISE L	<b>1</b> x315 HANOVER AV 101 OAKLAND CA 94606 <b>Reported:</b> 04/01/1997 - 04/01/1997 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 03/01/1959 Age: 59	
REBER DENISE L	1x505 HILLSDALE AVE SAN JOSE CA 95136 Reported: 07/31/1991 - 01/29/1992 County: SANTA CLARA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	

### **TELEPHONE NUMBER DATABASES**

A telephone contact of the Directory Assistance (411) on April 30, 2018 identified no listings under Denise Kendrick in Oakland, CA or Stockton, CA. 411 Directory Assistance under Denise Reber found a listing – (510) 834-1519 at 315 Hanover Avenue, Oakland, CA and a listing under Denise Reber – (209) 957-6068 in Stockton, CA with no address listed.

Telephone numbers – (510) 835-4442 and 530-6930, were identified in database records as associated with Denise Reber with no address listed (Records #1&2). An online search of the 411 Directory Assistance on May 10, 2018, found no information available for those numbers.

A telephone number – (510) 834-2494 was identified in database record as associated with Denise Reber at the 689 4<sup>th</sup> Street, Oakland, CA address (Record #3A). An online search of the 411 Directory Assistance on May 10, 2018, found GFL, Inc as the owner of (510) 834-2494 at 699 4<sup>th</sup> Street, Oakland, CA (Record #3B).

### Record #1

(510) 835-4442 (PDT) Dates Seen: 05/2004 - 03/2015

### Record #2

530-6930 Dates Seen: 02/1985 - 01/1990

### Record #3A

(510) 834-2494 (PDT)
DENISE REBER
689 4TH ST, OAKLAND, CA 94607-3556 ALAMEDA
Phone Number: (510) 834-2494 (PDT)
Carrier Name: PACIFIC BELL
Carrier Location: OAKLAND, CA

### Record #3B



PEOPLE

RE

REVERSE PHONE REVERSE ADDRESS

EMAIL

1-510-834-2494





**Gfl Inc** Owner of (510) 834-2494

> 699 4th St Oakland CA 94607-3556 Neighborhood: Central Oakland

# **UTILITIES**

Utilities databases identified two accounts for unknown utilities associated with Denise Reber at 315 Hanover Avenue, Oakland, CA with reported dates of 10/23/2014-10/24/2014 (Records #1-2), and at 689 4<sup>th</sup> Street, Oakland, CA with reported dates of 06/13/2014-06/16/2014 (Records #3-4).

# Record #1

### Name: **DENISE REBER**

Service Address: **315 HANOVER AVE, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY)** First Seen by Utilities: **10/31/2014** Date Reported: **10/24/2014** 

Billing Address: 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY)

### Record #2

### Name: **DENISE REBER**

Service Address: **315 HANOVER AVE, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY)** First Seen by Utilities: **10/23/2014** Date Reported: **10/23/2014** 

Billing Address: 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY)

### Record #3

Name: DENISE REBER SSN: 569-29-XXXX Issued: CALIFORNIA 1974

First Seen by Utilities: 06/19/2014 Date Reported: 06/16/2014

Billing Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY)

### Record #4

Name: DENISE REBER SSN: 569-29-XXXX Issued: CALIFORNIA 1974

First Seen by Utilities: 06/13/2014 Date Reported: 06/13/2014

# Billing Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY)

### **REAL PROPERTY OWNERSHIP RECORDS**

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified one record of current property ownership associated with Denise Reber, the single family residence located at 9812 Hickock Dr., Stockton, CA 95209 (Record # 1). On May 10, 2018 a call to the San Joaquin County Assessor's Office confirmed the following information as current: Denise L. Reber is the current property owner, a HOEX is on file under and the Assessor's tax mailing address of record is the same as the property address. Per the database record, Ms. Reber holds title as a married woman with separate property ownership rights.

A Deed of Trust Associated with the property and recorded on 7/13/2006 contains an owner occupancy clause. That clause states:

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

(see attached DOT)

Databases identified two records of divested property associated with Denise Reber, the single family residence located at 6106 Harrisburg Pl, Stockton, CA that was sold 8/17/2012, and the single family residence located at 11098 Twin Cities Rd., Galt, CA that was sold 6/13/2006 (see Divested Property Section, Records #2 - 3).

Multiple Notices of Default were found recorded for properties at 9812 Hickock and 6106 Harrisburg Pl, both in Stockton, but recisions for both properties were also recorded in 2012 (See Notices of Default Section, Records #1-8).

Record #1

# Purchase Date: 05/23/20069812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN<br/>COUNTY)Latest Tax Roll/Assessment Information<br/>Tax Year: 2016<br/>Tax Amount: \$2,927.50Homestead<br/>APN: 072-170-30<br/>APN Sequence Number: 001Assessed Year: 2017<br/>Assessed Value: \$283,000

Date Subject First Seen as Owner: **05/23/2006** Date Subject Last Seen as Owner: **2017** Subdivision Name: **WESTERN VALLEY ESTATES** Legal Description: **TRACT 1278 LOT 257** Building Square Feet: **2,226** Living Square Feet: **2,226** Land Square Feet: **6,292** Year Built: **1978** 

### Most Current Ownership Information - 05/23/2006

### Owner: DENISE L REBER

Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) Seller: YOUNG WILLIAM J & YOKO 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Separate Property Owner Relationship Type: Married Woman Sale Date: 05/23/2006 Sale Code: Full Value Sale Amount: \$379,000 Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Residential (Modeled) Universal Land Use: Single Family Residence Property Indicator: Single Family Residence/Townhouse Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value **Property is Residential** 

Sale Date: **05/23/2006** Sale Amount: **\$379,000** Document Number: **150629** Total Value: **\$283,000** Land Value: **\$113,000** Improvement Value: **\$170,000** Bedrooms: **4** Baths: **3** 

### <u>Mortgage</u>

Lender: MORTGAGE ELECTRONIC REGISTRATIMortgage Amount: **\$303,200** Mortgage Loan Type: Conventional Mortgage Date: **07/07/2006** Mortgage Interest Rate Type: Adjustable

### <u>Mortgage</u>

Lender: **BANK OF AMERICA**Mortgage Amount: **\$303,200** Mortgage Loan Type: **Conventional** Mortgage Date: **07/07/2006** Mortgage Interest Rate Type: **Adjustable** 

### Mortgage

Amount: **\$303,200** Mortgage Loan Type: **Conventional** Mortgage Date: **07/07/2006** Mortgage Interest Rate Type: **Adjustable** 

### <u>Mortgage</u>

Mortgage Amount: **\$303,200** Mortgage Loan Type: **Conventional** Mortgage Date: **07/07/2006** Mortgage Interest Rate Type: **Adjustable** 

### Mortgage

Lender: **BAC HM LNS SVCNG LP**Mortgage Amount: **\$303,200** Mortgage Loan Type: **Conventional** Mortgage Date: **07/07/2006** Mortgage Interest Rate Type: **Adjustable** 

### **Mortgage**

Lender: NATIONS FIRST LNDG INCMortgage Amount: \$303,200 Mortgage Interest Rate: 1.2500% Mortgage Loan Type: Conventional Mortgage Deed Type: Deed of Trust Mortgage Term: 30 Years Second Mortgage Amount: \$37,900 Second Mortgage Loan Type: CNV Second Mortgage Deed Type: TR Mortgage Date: 07/07/2006 Mortgage Due Date: 08/01/2036 Mtg Sec Cat: CNV, Adjustable, Conforming Mortgage Interest Rate Type: Adjustable

### Previous Ownership Information - 07/06/2006

Owner: DENISE REBER	Mortgage

Owner: HOME GUEST CARLENS COUNTRY Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) Seller: ARDIE W KENDRICK 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Separate Property Owner Relationship Type: Married Woman Sale Date: 07/06/2006 Sale Code: Sale Price (Partial) Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Interfamily Transfer, Resale, Cash Purchase, Residential (Modeled) Universal Land Use: Single Family Residence Property Indicator: Single Family Residence/Townhouse Inter Family: Yes Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Residential	
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Previous Ownership Information - 05/23/2006

Owner: DENISE L REBER Mailing Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Seller: YOUNG WILLIAM J & YOKO 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Separate Estate/Property Owner Relationship Type: Married Woman Sale Date: 05/23/2006 Sale Code: Full Value Sale Amount: \$379,000 Absentee Indicator: Owner Occupied	Mortgage Information not available
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Universal Land Use: Single Family Residence	
Property Indicator: Single Family Residence	
Residential Model Indicator: Property is Residential	

**Previous Ownership Information** 

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Owner: YOUNG WILLIAM J & YOKO TRUSTEE	Mortgage Information not available
Owner: UDT	
Mailing Address: 628 CENTRAL AVE, TRACY, CA 95376-4102	
(SAN JOAQUIN COUNTY)	
Seller: PISHOS THOMAS A & BONNIE TRUSTEES & PIS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Trustee	
Business Name: YOUNG WILLIAM J & YOKO TRUSTEE	
Sale Code: Sale Price (Full)	
Sale Amount: \$140,000	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Resale	
Property Indicator: Miscellaneous	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	

Previous Ownership Information	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Deed Sec Cat: Resale Property Indicator: Miscellaneous Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Mortgage Information not available

### **Previous Ownership Information**

Owner: PISHOS THOMAS A & BONNIE TRUST Owner: T PISHOS Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN JOAQUIN COUNTY) Seller: THOMAS PISHOS Seller: B PISHOS 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Trustee Business Name: PISHOS THOMAS A & BONNIE TRUST Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Interfamily Transfer, Resale Property Indicator: Miscellaneous Inter Family: Yes Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Mortgage Information not available
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### Previous Ownership Information

Previous Ownership Information	
Owner: THOMAS & BONNIE PISHOS TE	Mortgage Information not available

Residential Model Indicator: Based On Zip Code and Value	Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN JOAQUIN COUNTY) Seller: THOMAS PISHOS Seller: BONNIE PISHOS 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Personal Trust Business Name: THOMAS & BONNIE PISHOS TE Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Interfamily Transfer, Resale Property Indicator: Miscellaneous Inter Family: Yes Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	
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### **Previous Ownership Information**

Owner: PATRICIA GRAHAM Owner: MICHAEL KLEIN Mailing Address: 1433 WEBSTER ST, OAKLAND, CA 94612-3203 (ALAMEDA COUNTY) 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Resale Property Indicator: Miscellaneous Resale New Construction: Resale	Mortgage Information not available
Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	

### **DIVESTED PROPERTY**

### Record #2

### Purchase Date: 11/30/2005 - Sold Date: 08/17/2012

6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) APN: 097-205-07 APN Sequence Number: 001 Date Subject First Seen as Owner: 11/30/2005 Date Subject Last Seen as Owner: 08/17/2012 Subdivision Name: LINCOLN VILLAGE #15 Legal Description: TRACT 302 BLK 34 LOT 5 Building Square Feet: 1,516 Living Square Feet: 1,516 Land Square Feet: 7,975 Year Built: 1953

Latest Tax Roll/Assessment Information Tax Year: 2016 Tax Amount: \$3,387.52 Assessed Year: 2017 Assessed Value: \$148,544 Sale Date: 03/26/2013 Sale Amount: \$320,000 Document Number: 109141 Total Value: \$148,544 Land Value: \$17,136 Improvement Value: \$111,408 Bedrooms: 3 Baths: 2

### Most Current Ownership Information - 03/26/2013

Owner: ANTHONY REVAY	Mortgage
Owner: KELLY I REVAY I	Lender: AMERICAN PACIFIC MTG CORPMortgage Amount:
Mailing Address: 6106 HARRISBURG PL, STOCKTON, CA 95207-	\$137,464
4155 (SAN JOAQUIN COUNTY)	Mortgage Loan Type: FHA(Federal Housing Authority)
Seller: LINCOLN VILLAGE HOA	Mortgage Deed Type: Deed of Trust
Seller: RAYMONDS AMES	Mortgage Term: 30 Years
6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN	Mortgage Date: 03/27/2013
JOAQUIN COUNTY)	Mortgage Due Date: 04/01/2043
Owner Ownership Rights: Joint Tenants	Mig Sec Cat: FHA, Fixed
	Mig Sec Cal. FIA, FIXeu
Owner Relationship Type: Husband/Wife	
Sale Date: 03/26/2013	
Sale Code: Sale Price (Full)	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Residential (Modeled)	
Universal Land Use: Single Family Residence	
Property Indicator: Single Family Residence/Townhouse	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Residential	

**Previous Ownership Information** 

Deed Sec Cat: Residential (Modeled)       Mortgage Date: 11/25/2005         Universal Land Use: Single Family Residence       Mortgage Interest Rate Type: Adjustable         Property Indicator: Single Family Residence/Townhouse       Mortgage Interest Rate Type: Adjustable         Property is Residential       Property is Residential	Universal Land Use: Single Family Residence Property Indicator: Single Family Residence/Townhouse Residential Model Indicator: Based On Zip Code and Value	
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Previous Ownership Information - 08/17/2012

Previous Ownership Information - 08/17/2012

Owner: ANTHONY S REVAY Owner: KELLY REVAY I Mailing Address: 6106 HARRISBURG PL, STOCKTON, CA 95207- 4155 (SAN JOAQUIN COUNTY) Seller: DENISE L REBER 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Joint Tenant Owner Relationship Type: Husband And Wife Sale Date: 08/17/2012 Sale Code: Not Disclosed Absentee Indicator: Owner Occupied Universal Land Use: Single Family Residence	Mortgage Information not available
Sale Code: Not Disclosed Absentee Indicator: Owner Occupied	

### **Previous Ownership Information**

Owner: DENISE REBER Owner: DAYNA L JEAN Mailing Address: 1787 TRIBUTE RD STE D, SACRAMENTO, CA 95815-4404 (SACRAMENTO COUNTY) Seller: LINCOLN VILLAGE HOMES ASSN 2 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Joint Tenants Owner Relationship Type: Married Woman Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Residential (Modeled) Universal Land Use: Single Family Residence Property Indicator: Single Family Residence/Townhouse Residential Model Indicator: Based On Zip Code and Value Property is Residential	Mortgage Lender: WASHINGTON MUTUAL BK FAMortgage Amount: \$256,000 Mortgage Loan Type: Conventional Mortgage Date: 11/25/2005 Mortgage Interest Rate Type: Adjustable
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### **Previous Ownership Information**

Owner: DENISE REBER 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Separate Property Owner Relationship Type: Married Woman Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Residential (Modeled) Universal Land Use: Single Family Residence Property Indicator: Single Family Residence/Townhouse Residential Model Indicator: Based On Zip Code and Value Property is Residential	Mortgage Lender: WASHINGTON MUTUAL BK FAMortgage Amount: \$256,000 Mortgage Loan Type: Conventional Mortgage Date: 11/25/2005 Mortgage Interest Rate Type: Adjustable

### **Previous Ownership Information**

Owner: DENISE REBER	Mortgage
Owner: DAYNA L JEAN	Lender: JP MORGAN CHASE BKMortgage Amount: \$256,000
6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN	Mortgage Loan Type: Conventional
JOAQUIN COUNTY)	Mortgage Date: 11/25/2005
Owner Ownership Rights: Joint Tenants	Mortgage Interest Rate Type: Adjustable

Owner Relationship Type: Married Woman         Absentee Indicator: Situs Address Taken From Sales Transaction         - Determined Absentee Owner         Deed Sec Cat: Residential (Modeled)         Property Indicator: Single Family Residence/Townhouse         Residential Model Indicator: Based On Zip Code and Value         Property is Residential
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### Previous Ownership Information - 11/30/2005

Owner: DENISE L REBER Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) Seller: MICHAEL W SEHON 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN	Mortgage Information not available
JOAQUIN COUNTY) Sale Date: 11/30/2005 Sale Code: Full Value Sale Amount: \$320,000 Absentee Indicator: Owner Occupied Universal Land Use: Single Family Residence Property Indicator: Single Family Residence Residential Model Indicator: Property is Residential	

### Previous Ownership Information - 11/30/2005

Owner: DENISE REBER	Mortgage
Owner: DAYNA L JEAN	No Mortgage
Mailing Address: 690 4TH ST, OAKLAND, CA 94607-3557	
(ALAMEDA COUNTY)	Mortgage
Seller: MICHAEL W SEHON	Lender: WASHINGTON MUTUAL BK FAMortgage Amount:
Seller: ARDIE KENDRICK	\$256,000
6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN	Mortgage Interest Rate: 6.0260%
JOAQUIN COUNTY)	Mortgage Loan Type: Conventional
Owner Ownership Rights: Joint Tenants	Mortgage Deed Type: <b>Deed of Trust</b>
Owner Relationship Type: Married Woman	Mortgage Term: 30 Years
Sale Date: 11/30/2005	Second Mortgage Amount: \$32,000
Sale Code: Sale Price (Full)	Second Mortgage Loan Type: CNV
Sale Amount: <b>\$320,000</b>	Second Mortgage Deed Type: TR
Absentee Indicator: Situs Address Taken From Sales Transaction	Mortgage Date: 11/25/2005
- Determined Absentee Owner	Mortgage Due Date: 01/01/2036
Deed Sec Cat: Resale, Cash Purchase, Residential (Modeled)	Mtg Sec Cat: CNV, Adjustable, Refinance, Conforming
Universal Land Use: Single Family Residence	Mortgage Interest Rate Type: Adjustable
Property Indicator: Single Family Residence/Townhouse	Refi Flag: Loan to Value is More Than 50%
Inter Family: <b>Yes</b>	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Residential	

### Previous Ownership Information - 07/25/2004

Owner: MICAHEL SEHON Mailing Address: 6106 HARRISBURG PL, STOCKTON, CA 95207- 4155 (SAN JOAQUIN COUNTY)	<u>Mortgage</u> No Mortgage
Seller: TORI L DAVIS	Mortgage
Seller: BRENDA J SEHON	Lender: OWNIT MTG SOLUTIONS INCMortgage Amount: \$208,000
6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN	Mortgage Interest Rate: 6.3750%

JOAQUIN COUNTY)	Mortgage Loan Type: Conventional
Owner Ownership Rights: Separate Property	Mortgage Deed Type: Deed of Trust
Owner Relationship Type: Married Man	Mortgage Term: 30 Years
Sale Date: 07/25/2004	Second Mortgage Amount: \$52,000
Sale Code: N	Second Mortgage Loan Type: CNV
Absentee Indicator: Situs Address Taken From Sales Transaction	Second Mortgage Deed Type: TR
- Determined Owner Occupied	Mortgage Date: 07/29/2004
Deed Sec Cat: Resale, Cash Purchase, Residential (Modeled)	Mortgage Due Date: 08/01/2034
Universal Land Use: Single Family Residence	Mtg Sec Cat: CNV, Adjustable, Refinance, Conforming
Property Indicator: Single Family Residence/Townhouse	Mortgage Interest Rate Type: Adjustable
Inter Family: Yes	Refi Flag: Loan to Value is More Than 50%
Property Indicator: Single Family Residence/Townhouse	Mortgage Interest Rate Type: Adjustable

Previous Ownership Information - 03/16/2000

Owner: TORI DAVIS Mailing Address: 6106 HARRISBURG PL, STOCKTON, CA 95207- 4155 (SAN JOAQUIN COUNTY) Seller: PHILLIP E BROWN 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) Owner Relationship Type: Single Woman Sale Date: 03/16/2000 Sale Code: Sale Price (Full) Sale Amount: \$108,000 Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Owner Occupied Deed Sec Cat: Residential (Modeled) Universal Land Use: Single Family Residence Property Indicator: Single Family Residence Property Indicator: Resale Residential Model Indicator: Based On Zip Code and Value Property is Residential	Mortgage Lender: GB HM EQUITYMortgage Amount: \$59,000 Mortgage Loan Type: Conventional Mortgage Deed Type: Deed of Trust Mortgage Date: 04/15/2002 Mtg Sec Cat: CNV, Fixed, Other Subordinate Loans, Conforming Mortgage Interest Rate Type: Fixed Mortgage Lender: NATIONAL CTY MTG COMortgage Amount: \$120,785 Mortgage Interest Rate: 7.2500% Mortgage Loan Type: FHA(Federal Housing Authority) Mortgage Deed Type: Deed of Trust Mortgage Date: 05/24/2001 Mortgage Date: 05/24/2001 Mortgage Due Date: 06/01/2031 Mtg Sec Cat: FHA, Fixed, Refinance Refi Flag: Loan to Value is More Than 50% Mortgage
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	Mtg Sec Cat: FHA, Fixed, Refinance
Property is Residential	Refi Flag: Loan to Value is More Than 50%
	Martuana
	Lender: ACCUBANC MTGMortgage Amount: \$107,334
	Mortgage Interest Rate: 9.1500%
	Mortgage Loan Type: FHA(Federal Housing Authority)
	Mortgage Deed Type: Deed of Trust
	Mortgage Term: 30 Years
	Second Mortgage Amount: <b>\$6,450</b>
	Second Mortgage Loan Type: CNV Second Mortgage Deed Type: TR
	Mortgage Date: 03/2000
	Mortgage Due Date: 04/01/2030
	Mtg Sec Cat: FHA, Fixed
	Mtg Sec Cat: FHA, Fixed Mortgage Interest Rate Type: Fixed

### Previous Ownership Information

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Owner: PHILLIP BROWN	Mortgage
Mailing Address: 6106 HARRISBURG PL, STOCKTON, CA 95207-	Lender: SACRAMENTO SVGS BKMortgage Amount: \$79,000
4155 (SAN JOAQUIN COUNTY)	Mortgage Loan Type: Conventional
6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN	Mortgage Deed Type: Deed of Trust
JOAQUIN COUNTY)	Mortgage Date: 07/29/1993
Owner Relationship Type: Unmarried Man	Mtg Sec Cat: CNV, Fixed, Refinance, Conforming
Absentee Indicator: Situs Address Taken From Sales Transaction	Refi Flag: Loan to Value is More Than 50%

- Determined Owner Occupied	
Deed Sec Cat: Residential (Modeled)	Mortgage
Residential Model Indicator: Based On Zip Code and Value	Lender: BANK OF AMERICAMortgage Amount: \$20,000
Property is Residential	Mortgage Loan Type: Conventional
	Mortgage Date: 03/27/1991
	Mtg Sec Cat: CNV, Adjustable, Refinance, Conforming
	Mortgage Interest Rate Type: Adjustable
	Refi Flag: Loan to Value is More Than 50%

# Record #3

Purchase Date: N/A	
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) APN: <b>148-0090-048-0000</b> APN Sequence Number: <b>001</b> Date Subject First Seen as Owner: <b>02/01/2002</b> Date Subject Last Seen as Owner: <b>02/01/2002</b> Subdivision Name: <b>TWIN CITIES COLONY</b> Legal Description: <b>THE E330FT OF THE N 1/2 OF LOT 4 TWIN</b> <b>CITIES AL COLONY NO 2 AL</b> Building Square Feet: <b>4,949</b> Land Square Feet: <b>208,967</b> Year Built: <b>1960</b> <b>Most Current Ownership Information - 05/04/2010</b>	Latest Tax Roll/Assessment Information Tax Year: 2016 Tax Amount: \$3,597.74 Assessed Year: 2017 Assessed Value: \$333,658 Sale Date: 05/04/2010 Sale Amount: \$557,168 Book: 60721 Page: 2001 Total Value: \$333,658 Land Value: \$166,829 Improvement Value: \$166,829
Owner: VALLORTIGARA FAMILY TRUST Owner: JAY VALLORTIGARA Seller: BRIAN JUMAWAN Seller: SUSIE JUMAWAN 11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) Owner Ownership Rights: Personal Trust Business Name: VALLORTIGARA FAMILY TRUST Sale Date: 05/04/2010 Sale Code: Unknown Sale Amount: \$557,168 Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Resale, Reo Transfer, Cash Purchase, Residential (Modeled) Universal Land Use: Single Family Residence Property Indicator: Single Family Residence/Townhouse Resale New Construction: Resale Foreclosure: REO - Nominal, Transfer Between Bank and FNMA, FHA, Etc Residential Model Indicator: Based On Zip Code and Value Property is Residential	Mortgage No Mortgage

### Previous Ownership Information

Owner: BRIAN JUMAWAN	Mortgage
Owner: SUSIE JUMAWAN	Mortgage Amount: <b>\$519,110</b>
Owner: JOSEFA T CANLAS	Mortgage Loan Type: Private Party Lender
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO	Mortgage Date: 07/14/2006
COUNTY)	
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er Ownership Rights: Joint Tenants er Relationship Type: Husband/Wife entee Indicator: Situs Address Taken From Sales Transaction termined Absentee Owner perty Indicator: Hospital (Medical Complex, Clinic) idential Model Indicator: Based On Zip Code and Value perty is Not Residential	Mortgage Lender: ENOCH ENTS INCMortgage Amount: \$519,110 Mortgage Loan Type: Conventional Mortgage Date: 07/14/2006
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### Previous Ownership Information - 06/13/2006

Owner: VALLORTIGARA FAMILY TRUST	Mortgage Information not available
Owner: JAY VALLORTIGARA	
Owner: KENNETH YOSHIMURA	
Owner: FAY M GAIER	
Seller: GUEST HOME CARLENS-COUNTRY	
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO	
COUNTY)	
Owner Ownership Rights: Personal Trust	
Business Name: VALLORTIGARA FAMILY TRUST	
Sale Date: 06/13/2006	
Sale Code: Full Value	
Sale Amount: <b>\$1,065,000</b>	
Absentee Indicator: Situs From Sale (Absentee)	
Universal Land Use: Single Family Residence	
Property Indicator: Single Family Residence	
Residential Model Indicator: Property is Not Residential	
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Previous Ownership Information - 06/13/2006

Owner: VALLO	RTIGARA VALLORTIGARA	Mortgage Information not available
Mailing Address	: 4229 FOREST GLEN PL, CASTRO VALLEY, CA	5.5
	AMEDA COUNTY)	
Seller: GUEST	HOME CARLENS-COUNTRY	
11098 TWIN CI	TIES RD, GALT, CA 95632-8404 (SACRAMENTO	
COUNTY)	•	
Owner Ownersh	nip Rights: <b>Trust</b>	
<b>Business Name</b>	: VALLORTIGARA VALLORTIGARA	
Sale Date: 06/1	3/2006	
Sale Code: Full	Value	
Sale Amount: \$	1,065,000	
	ator: Absentee(Mail And Situs Not =)	
Universal Land	Use: Single Family Residence	
Property Indicat	or: Single Family Residence	
Residential Mod	lel Indicator: Property is Not Residential	

### Previous Ownership Information - 06/13/2006

Owner: BRIAN JUMAWAN Owner: SUSIE JUMAWAN Mailing Address: 11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) Seller: GUEST HOME CARLENS-COUNTRY 11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) Owner Ownership Rights: Joint Tenant Owner Relationship Type: Husband And Wife Sale Date: 06/13/2006	Mortgage Information not available
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Sale Code: Full Value Sale Amount: \$1,065,000 Absentee Indicator: Owner Occupied Universal Land Use: Single Family Residence Property Indicator: Single Family Residence Residential Model Indicator: Property is Not Residential	
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### Previous Ownership Information - 06/13/2006

Owner: BRIAN JUMAWAN	Mortgage
Owner: SUSIE JUMAWAN	Lender: VALLORTIGARA FAMILY TRUST *OTHER
Owner: JOSEFA T CANLAS	INSTITUTIONAL LENDERSMortgage Amount: \$519,110
Mailing Address: 7678 POLO CROSSE AVE, SACRAMENTO, CA	Mortgage Loan Type: Private Party Lender
95829-6556 (SACRAMENTO COUNTY)	Mortgage Deed Type: Deed of Trust
Seller: GUEST HOME CARLENS COUNTRY	Second Mortgage Amount: \$545,890
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO	Second Mortgage Loan Type: PP
COUNTY)	Second Mortgage Deed Type: TR
Owner Ownership Rights: Joint Tenants	Mortgage Date: 07/14/2006
Owner Relationship Type: Husband/Wife	Private Party Lender: Y
Sale Date: 06/13/2006	Mtg Sec Cat: Private Party, Fixed
Sale Code: Sale Price (Full) Sale Amount: \$1,065,000 Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Resale, Mortgaged Purchase Universal Land Use: Convalescent Hospital Property Indicator: Hospital (Medical Complex, Clinic) Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	

### Previous Ownership Information - 06/13/2006

### Previous Ownership Information - 11/18/2005

Mortgage
Lender: VALLORTIGARA FAMILY TRUST PRIVATE
INDIVIDUALMortgage Amount: \$365,000
Mortgage Loan Type: Private Party Lender
Mortgage Deed Type: Deed of Trust
Mortgage Date: 11/18/2005

Business Name: CARLENS CNTY GUEST HM & ROSEN Sale Date: 11/18/2005 Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Universal Land Use: Convalescent Hospital Property Indicator: Hospital (Medical Complex, Clinic) Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Private Party Lender: Y Mtg Sec Cat: <b>Private Party, Fixed, Refinance</b> Mortgage Interest Rate Type: <b>Fixed</b> Refi Flag: <b>Loan to Value is More Than 50%</b>
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Previous Ownership Information - 02/01/2002

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Owner: CARLENS COUNTRY GUEST HOME	Mortgage	l
Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556	Lender: CARLEN & CONNER'S INC *OTHER INSTITUTIONAL	
(ALAMEDA COUNTY)	LENDERSMortgage Amount: \$13,500	
Seller: CARLEN & CONNERS INC	Mortgage Loan Type: Private Party Lender	
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO	Mortgage Deed Type: Deed of Trust	
COUNTY)	Mortgage Term: 15 Years	
Owner Ownership Rights: Company/Corporation	Second Mortgage Amount: <b>\$20,000</b>	
Business Name: CARLENS COUNTRY GUEST HOME	Second Mortgage Loan Type: PP	
Sale Date: 02/01/2002	Second Mortgage Deed Type: <b>TR</b>	
Sale Code: Sale Price (Full)	Mortgage Date: 02/01/2002	
Sale Amount: <b>\$360,000</b>	Mortgage Due Date: 02/01/2017	
Absentee Indicator: Situs Address Taken From Sales Transaction	Private Party Lender: Y	
- Determined Absentee Owner	Mtg Sec Cat: Private Party, Fixed	
Deed Sec Cat: Resale, Mortgaged Purchase	Mortgage Interest Rate Type: Fixed	
Universal Land Use: Convalescent Hospital		
Property Indicator: Hospital (Medical Complex, Clinic)		
Resale New Construction: Resale		
Residential Model Indicator: Based On Zip Code and Value		
Property is Not Residential		

Previous Ownership Information - 02/01/2002

Owner: DENISE REBER	Mortgage
Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556	No Mortgage
(ALAMEDA COUNTY)	no mortgage
Seller: ARDIE W KENDRICK	
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO	
COUNTY)	
Owner Ownership Rights: Separate Property	
Owner Relationship Type: Married Woman	
Sale Date: 02/01/2002	
Sale Code: Unknown	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Interfamily Transfer, Resale, Cash Purchase	
Universal Land Use: Convalescent Hospital	
Property Indicator: Hospital (Medical Complex, Clinic)	
Inter Family: Yes	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	

# **NOTICES OF DEFAULT**

### Record #1

FIPS County: 077 Deed Category: Notice Of Default Document Type: Notice Of Default Recording Date: 02/17/2012 Date Of Default: 02/15/2012 Filing Date: 02/15/2012 Document Year: 2012 Document Number: 000000019702 Title Company Code: 00850 Title Company Name: LANDSAFE TITLE Defendants Name: DENISE L REBER [ View Person Record ] Amount Of Default: \$57,322.51 Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Mailing Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Lender Company Name: BANK OF AMERICA Lender Address: 400 NATIONAL WAY, SIMI VALLEY, CA 93065-6414 (VENTURA COUNTY) Lender Phone: 8006696650 Trustee Name: RECONTRUST CO NA Trustee Address: 1800 TAPO CANYON ROAD CA6-914-01, SIMI VALLEY, CA 93063 (VENTURA COUNTY) Trustee Sale Number: 12-0012338 Original Loan Recording Date: 07/13/2006 Last Full Sale Transfer Date: 07/13/2006 Original Loan Amount: \$303,200 Original Document Number: 000000150631 Parcel Number Id: 072-170-30 Transfer Value: \$379,000 Mail Address Indicator: Data Obtained From County Or Local Source Property Indicator: Single Family Residence Use Code: Single Family Residence Living Area Square Feet: 2226 Number Of Bedrooms: 4 Number of Bathrooms: 3 Lot Size: 6098 Year Built: 1978 Current Land Value: \$34,000 Current Improvement Value: \$104,000 Lot: 257

### Record #2

FIPS County: 077 Deed Category: Notice Of Default Document Type: Notice Of Default Recording Date: 02/24/2010 Date Of Default: 02/22/2010 Filing Date: 02/22/2010 Document Year: 2010 Document Number: 000000026461 Title Company Code: 00834 Title Company Name: TITLE COURT SERVICE

Defendants Name: DENISE L REBER [ View Person Record ] Name: DAYNA L JEAN [ View Person Record ]

Amount Of Default: **\$13,627.17** Address: 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) Lender Company Name: JP MORGAN CHASE BK Lender Address: 7301 BAYMEADOWS WAY, JACKSONVILLE, FL 32256-6826 (DUVAL COUNTY) Lender Phone: 8008489380 Trustee Name: CALIFORNIA RECONVEYANCE CO Trustee Address: 9200 OAKDALE AVENUE CA2-4379, CHATSWORTH, CA 91311 (LOS ANGELES COUNTY) Trustee Phone: 8008926902 Trustee Sale Number: 441378CA Original Loan Date: 11/25/2005 Original Loan Recording Date: 12/08/2005 Last Full Sale Transfer Date: 12/08/2005 Original Loan Amount: \$256,000 Original Document Number: 000000306096 Parcel Number Id: 097-205-07 Transfer Value: \$320,000 Mail Address Indicator: Data Obtained From County Or Local Source Property Indicator: Single Family Residence Living Area Square Feet: 1516 Number Of Bedrooms: 3 Number of Bathrooms: 2 Zoning Code: R-L Lot Size: 7840 Year Built: 1953 Current Land Value: \$34,000 Current Improvement Value: \$105.000 Lot: 5 Block: 34

### Record #3

FIPS County: 077 Deed Category: Notice Of Default Document Type: Notice Of Default Recording Date: 11/13/2009 Date Of Default: 11/10/2009 Filing Date: 11/10/2009 Document Year: 2009 Document Number: 000000164445 Title Company Code: 00850 Title Company Name: LANDSAFE TITLE

Defendants Name: DENISE L REBER [ View Person Record ]

Amount Of Default: \$18,571.50 Address: 9812 HICKOCK DR. STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Mailing Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Lender Company Name: BAC HM LNS SVCNG LP Lender Address: 400 COUNTRYWIDE WAY #SV-35, SIMI VALLEY, CA 93065-6298 (VENTURA COUNTY) Lender Phone: 8006696650 Trustee Name: RECONTRUST CO NA Trustee Address: 1800 TAPO CANYON ROAD CA6-914-01, SIMI VALLEY, CA 93063 (VENTURA COUNTY) Trustee Sale Number: 09-0168162 Original Loan Date: 07/07/2006 Original Loan Recording Date: 07/13/2006 Last Full Sale Transfer Date: 07/13/2006 Original Loan Amount: \$303,200 Original Document Number: 000000150631 Parcel Number Id: 072-170-30 Transfer Value: \$379,000 Mail Address Indicator: Data Obtained From County Or Local Source Property Indicator: Single Family Residence Living Area Square Feet: 2226 Number Of Bedrooms: 4 Number of Bathrooms: 3

Lot Size: 6098 Year Built: 1978 Current Land Value: \$42,000 Current Improvement Value: \$126,000 Lot: 257

#### Record #4

FIPS County: 077 Deed Category: Notice Of Default Document Type: Notice Of Trustee's Sale Recording Date: 01/25/2011 Filing Date: 01/24/2011 Auction Date: 02/18/2011 Document Year: 2011 Document Number: 00000009982 Title Company Code: 08781 Title Company Name: SERVICELINK

Defendants Name: DENISE L REBER [ View Person Record ]

Final Judgment Amount: \$285,938.81 Address: 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) Auction Call Address: 222 E WEBER AVE, STOCKTON (SAN JOAQUIN COUNTY) Lender Company Name: WASHINGTON MUTUAL BK FA Trustee Name: CALIFORNIA RECONVEYANCE CO Trustee Address: 9200 OAKDALE AVENUE CA2-4379, CHATSWORTH, CA 91311 (LOS ANGELES COUNTY) Trustee Phone: 7147302727 Trustee Sale Number: 441378CA Original Loan Recording Date: 12/08/2005 Last Full Sale Transfer Date: 12/08/2005 Original Loan Amount: \$256,000 Original Document Number: 000000306096 Parcel Number Id: 097-205-07 Transfer Value: \$320,000 Mail Address Indicator: Data Obtained From County Or Local Source Property Indicator: Single Family Residence Use Code: Single Family Residence Living Area Square Feet: 1516 Number Of Bedrooms: 3 Number of Bathrooms: 2 Zoning Code: R-L Lot Size: 7840 Year Built: 1953 Current Land Value: \$34,000 Current Improvement Value: \$105,000 Lot: 5 Block: 34

#### Record #5

FIPS County: 077 Deed Category: Notice Of Default Document Type: Notice Of Trustee's Sale Recording Date: 10/19/2010 Filing Date: 10/14/2010 Auction Date: 11/10/2010 Document Year: 2010 Document Number: 000000136497 Title Company Code: 08781 Title Company Name: SERVICELINK Defendants Name: DENISE L REBER [ View Person Record ]

Final Judgment Amount: \$279,943.25 Address: 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) Auction Call Address: 222 E WEBER AVE, STOCKTON (SAN JOAQUIN COUNTY) Lender Company Name: WASHINGTON MUTUAL BK FA Trustee Name: CALIFORNIA RECONVEYANCE CO Trustee Address: 9200 OAKDALE AVENUE CA2-4379, CHATSWORTH, CA 91311 (LOS ANGELES COUNTY) Trustee Phone: 7142597850 Trustee Sale Number: 441378CA Original Loan Recording Date: 12/08/2005 Last Full Sale Transfer Date: 12/08/2005 Original Loan Amount: \$256,000 Original Document Number: 000000306096 Parcel Number Id: 097-205-07 Transfer Value: \$320,000 Mail Address Indicator: Data Obtained From County Or Local Source Property Indicator: Single Family Residence Use Code: Single Family Residence Living Area Square Feet: 1516 Number Of Bedrooms: 3 Number of Bathrooms: 2 Zoning Code: R-L Lot Size: 7840 Year Built: 1953 Current Land Value: \$34,000 Current Improvement Value: \$105.000 Lot: 5 Block: 34

#### Record #6

FIPS County: 077 Deed Category: Notice Of Default Document Type: Notice Of Trustee's Sale Recording Date: 03/23/2010 Filing Date: 02/04/2010 Auction Date: 04/13/2010 Document Year: 2010 Document Number: 000000040713 Title Company Code: 00850 Title Company Name: LANDSAFE TITLE

#### Defendants Name: DENISE L REBER [ View Person Record ]

Final Judgment Amount: \$355,196.44 Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Mailing Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Auction Call Address: 222 E WEBER AVE, STOCKTON (SAN JOAQUIN COUNTY) Trustee Name: **RECONTRUST CO NA** Trustee Address: 1800 TAPO CANYON ROAD CA6-914-01, SIMI VALLEY, CA 93063 (VENTURA COUNTY) Trustee Phone: **8002818219** Trustee Sale Number: 09-0168162 Original Loan Date: **07/07/2006** Original Loan Recording Date: **07/13/2006** Last Full Sale Transfer Date: **07/13/2006** Original Loan Amount: \$303,200 Original Document Number: **000000150631** Parcel Number Id: **072-170-30** Transfer Value: \$379,000 Mail Address Indicator: Data Obtained From County Or Local Source Property Indicator: Single Family Residence Living Area Square Feet: 2226 Number Of Bedrooms: 4 Number of Bathrooms: 3 Lot Size: 6098 Year Built: 1978 Current Land Value: \$42,000 Current Improvement Value: \$126,000 Lot: 257

#### Record #7

FIPS County: 077 Deed Category: Release/Recision Document Type: Release Of Lis Pendens/Notice Recording Date: 09/04/2012 Document Year: 2012 Document Number: 000000113118

Defendants Name: DENISE L REBER [ View Person Record ]

Address: 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) Mailing Address: 4234 PINEHURST CIR, STOCKTON, CA 95219-1883 (SAN JOAQUIN COUNTY) Lender Company Name: WASHINGTON MUTUAL BK FA Trustee Name: CALIFORNIA RECONVEYANCE CO Original Loan Recording Date: 02/24/2010 Last Full Sale Transfer Date: 08/24/2012 Original Loan Amount: \$256,000 Original Document Number: 000000306096 Parcel Number Id: 097-205-07 Mail Address Indicator: Data Obtained From County Or Local Source Property Indicator: Single Family Residence Living Area Square Feet: 1516 Number Of Bedrooms: 3 Number of Bathrooms: 2 Zoning Code: R-L Lot Size: 7840 Year Built: 1953 Current Land Value: \$31.000 Current Improvement Value: \$93,000 Lot: 5 Block: 34

#### Record #8

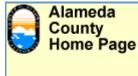
FIPS County: 077 Deed Category: Release/Recision Document Type: Release Of Lis Pendens/Notice Recording Date: 03/09/2012 Document Year: 2012 Document Number: 00000029829

Defendants Name: DENIS L REBER [ View Person Record ]

Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Mailing Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Lender Company Name: **MORTGAGE ELECTRONIC REGISTRATI** Trustee Name: **RECONTRUST CO NA** Original Loan Recording Date: 02/17/2012 Last Full Sale Transfer Date: 07/13/2006 Original Loan Amount: \$303,200 Original Document Number: 000000150631 Parcel Number Id: 072-170-30 Transfer Value: \$379,000 Mail Address Indicator: Data Obtained From County Or Local Source Property Indicator: Single Family Residence Living Area Square Feet: 2226 Number Of Bedrooms: 4 Number of Bathrooms: 3 Lot Size: 6098 Year Built: 1978 Current Land Value: \$34.000 Current Improvement Value: \$104,000 Lot: 257

## **ALAMEDA COUNTY RECORDER INDEXES:**

A search of Alameda County Recorder's indexes, identified three recordings under Denise Reber, between 2011-201. No records found under Denise Kendrick.







Index Status

# **Official Public Records**

Search Re	sults	<u>Menu</u> · <u>New</u>	<u>/ Search</u> · <u>For</u>	r <u>ms</u> · <u>Prefs</u> · <u>Help</u>
Instrument	Date Filed	Document Type	Name	Associated Name
Number				

Number					
2014088915	4/11/2014	NOTICE OF TAX LIEN (STATE)	REBER DENISE	STATE CALIFORNIA EQUALIZATION	Perm
2015042464	2/11/2015	NOTICE OF TAX LIEN (STATE)	REBER DENISE	STATE CALIFORNIA EQUALIZATION	Perm
2011097740	4/1/2011	ABSTRACT OF JUDGMENT	REBER DENISE L	CHASE BANK USA	Perm

# **SAN JOAQUIN COUNTY RECORDER INDEXES:**

## A search of San Joaquin County Recorder's indexes, identified 37 recordings under Denise Reber and 1 recordings under Denise Kendrick, between 2005-2014:

Showing page 1 of 1 for 37 Total Results Name Search - Web Recording Date is between Jan 1, 1976 and Apr 30, 2018 and Grantor and Grantee contains reber denise\*

2014-032924 • Lien/Judgment-State

- Recording Date
- 04/07/2014
- Grantor
- REBER DENISE
- Grantee
- CALIFORNIA ST EQUAL

0

- 2013-021583 Substitution Of Trustee
  - Recording Date
  - 02/15/2013
  - Grantor (2)
  - REBER DENISE L
  - Grantee
  - RECONTRUST CO

o R

- 2013-021583 Reconveyance
  - Recording Date
  - 02/15/2013
  - Grantor
  - RECONTRUST CO
  - Grantee
  - REBER DENISE L

o R

# 2012-130019 • Reconveyance

- Recording Date
- 10/05/2012
- Grantor
- JP MORGAN CHASE BK
- Grantee (2)
- REBER DENISE L

o S

2012-130019 • Substitution Of Trustee

- Recording Date
- 10/05/2012
- Grantor (3)
- REBER DENISE L
- Grantee
- JP MORGAN CHASE BK

o R

# 2012-122358 • Reconveyance

- Recording Date
- 09/20/2012
- Grantor
- JP MORGAN CHASE BK
- Grantee (2)
- REBER DENISE L

s S

# 2012-122358 • Substitution Of Trustee

- Recording Date
- 09/20/2012
- Grantor (3)
- REBER DENISE L
- Grantee
- JP MORGAN CHASE BK

o l

# 2012-116524 • Lien-Release

- Recording Date
- 09/10/2012
- Grantor
- LINCOLN VILLAGE HOMES ASSN NUMBER 2
- Grantee (2)
- REBER DENISE L

o R

2012-113118 • Rescission Of Default

- Recording Date
- 09/04/2012
- Grantor (3)
- REBER DENISE L
- Grantee

о [

# 2012-109141 • Deed

- Recording Date
- 08/24/2012
- Grantor (2)
- REBER DENISE L
- Grantee
- AMES RAYMOND

o D

2012-088528 • Deed Of Trust-Assignment

- Recording Date
- 07/13/2012
- Grantor (2)
- REBER DENISE L
- Grantee
- BANK OF AMER

o R

- 2012-073721 Release-Federal
  - Recording Date
  - 06/13/2012
  - Grantor
  - USA INTERNAL REV
  - Grantee (2)
  - REBER DENISE

b R

# 2012-029829 • Rescission Of Default

- Recording Date
- 03/09/2012
- Grantor (2)
- REBER DENISE L
- Grantee

о [

2012-019702 • Default

- Recording Date
- 02/17/2012
- Grantor (2)
- REBER DENISE L
- Grantee

o N

2011-105607 • Notice Of Trustees Sale

- Recording Date
- 09/01/2011
- Grantor (4)
- REBER DENISE L
- Grantee

0

2011-094143 • Lien

Recording Date

- 08/08/2011
- Grantor (2)
- REBER DENISE L
- Grantee
- LINCOLN VILLAGE HOMES ASSN NUMBER 2

N

2011-009982 • Notice Of Trustees Sale

- Recording Date
- 01/25/2011
- Grantor (4)
- REBER DENISE L
- Grantee

0 6

2010-149309 • Release-State

- Recording Date
- 11/17/2010
- Grantor
- CALIFORNIA ST FRANCHISE TAX
- Grantee (2)
- REBER DENISE

b N

2010-136497 • Notice Of Trustees Sale

- Recording Date
- 10/19/2010
- Grantor (4)
- REBER DENISE L

Grantee

0

2010-075035 • Lien/Judgment-Federal

- Recording Date
- 06/07/2010
- Grantor (2)
- REBER DENISE
- Grantee
- USA INTERNAL REV

o R

- 2010-070439 Rescission Of Default
  - Recording Date
  - 05/26/2010
  - Grantor (2)
  - REBER DENISE L
  - Grantee

о М

2010-040713 • Notice Of Trustees Sale

- Recording Date
- 03/23/2010
- Grantor (2)
- REBER DENISE L
- Grantee

o D

# 2010-026461 • Default

- Recording Date
- 02/24/2010
- Grantor (3)
- REBER DENISE L
- Grantee

o D

2010-026460 • Deed Of Trust-Assignment

- Recording Date
- 02/24/2010
- Grantor (3)
- REBER DENISE L
- Grantee
- WELLS FARGO BK TR

o S

2009-184383 • Substitution Of Trustee

- Recording Date
- 12/30/2009
- Grantor (2)
- REBER DENISE L
- Grantee
- RECONTRUST CO

5 [

# 2009-184383 • Deed Of Trust-Assignment

- Recording Date
- 12/30/2009
- Grantor (2)
- REBER DENISE L
- Grantee
- BAC HOME LN SERV LP

o [

# 2009-164445 • Default

- Recording Date
- 11/13/2009
- Grantor (2)
- REBER DENISE L
- Grantee

2008-020923 • Lien/Judgment-State

- Recording Date
- 02/06/2008
- Grantor (2)
- REBER DENISE
- Grantee
- CALIFORNIA ST FRANCHISE TAX

) [

# 2006-150632 • Deed Of Trust

- Recording Date
- 07/13/2006
- Grantor
- REBER DENISE L
- Grantee (2)
- NATIONS FIRST LENDING INC

0 /

2006-150632 • Assignment Of Rents

- Recording Date
- 07/13/2006
- Grantor
- REBER DENISE L
- Grantee (2)
- MORTGAGE ELECTRONIC REGISTRATION SYSTEMS

o D

2006-150631 • Deed Of Trust

- Recording Date
- 07/13/2006
- Grantor
- REBER DENISE L
- Grantee (2)
- NATIONS FIRST LENDING INC

b D

# 2006-150630 • Deed

- Recording Date
- 07/13/2006
- Grantor
- KENDRICK ARDIE W
- Grantee (2)
- REBER DENISE

o D

2006-150629 • Deed

- Recording Date
- 07/13/2006
- Grantor (2)
- YOUNG WILLIAM J TR
- Grantee
- REBER DENISE L

o E

2005-306097 • Deed Of Trust

- Recording Date
- 12/08/2005
- Grantor (2)
- REBER DENISE L
- Grantee
- WASHINGTON MUTL BK

o D

# 2005-306096 • Deed Of Trust

- Recording Date
- 12/08/2005
- Grantor (2)
- REBER DENISE L
- Grantee
- WASHINGTON MUTL BK

o D

2005-306095 • Deed

- Recording Date
- 12/08/2005
- Grantor
- KENDRICK ARDIE
- Grantee
- REBER DENISE L

ο [

2005-306094 • Deed

- Recording Date
- 12/08/2005
- Grantor
- SEHON MICHAEL W
- Grantee (2)
- REBER DENISE L
- Showing page 1 of 1 for 1 Total Results

Name Search - Web Recording Date is between Jan 1, 1976 and Apr 30, 2018 and Grantor and Grantee contains kendrick denise\*

#### o F

# 2011-070556 • Fictitious Business Name

#### Visited

- Recording Date
- 06/13/2011
- Grantor (4)
- KENDRICK DENISE L
- Grantee

#### **DMV RECORDS:**

A search of California Department of Motor Vehicle driving records identified a current California license for Denise Lee Reber Kendrick, issued 08/09/2013, expiration – 10/22/2018. One violation was noted, a Red Signal violation, 1/27/2016 in Oakland. No license plate was listed (Record #1).

An inquiry of California DMV vehicle registration records keyed to the subject address identified no vehicle registered to Denise Reber at 315 Hanover Avenue, Oakland, CA (Record #2). An inquiry keyed to 9812 Hickock Drive, Stockton, CA identified no vehicle registered to Denise Reber (Record #3). An inquiry keyed to 315 Hanover Avenue, Oakland, CA identified no vehicle registered to Denise Kendrick (Record #4). An inquiry keyed to 9812 Hickock Drive, Stockton, CA identified a 2003 Ford vehicle – license plate 7V48443, registered to Denise Kendrick and Ardie Kendrick. The registration is valid 4/30/2018 – 4/30/2019 (Record #5).

#### Record #1

SEQ:	6311426 2971680 -	- SC		EF: NT:	THER	ESA	WO					REC	DATE:	05/02	/2018
			OVER	NIGI	HT DR	IVER	R RI	ECORD	FC	DR THE	STATE	E OF CA			
LIC:	N4718662	BD:10	/22/5	8 A(	GE:59	SEX	:F	нт:5	03	WT:120	) EYE	S:BLUE	HAI	R:BROW	<b></b> N

REBERKENDRICK, DENISE LEE	CLASS: C ISS:08/09/13	EXP:10/22/18
AKA: REBER, DENISE LEE	<b>RESTRICTIONS:</b>	EXT:RB1
	APPROXIMATE YEAR OF	ISSUE: 74
VIOL/DT CONV/DT SECTION VIOL ABS 01/27/16 07/19/16 VC 21453A RED SIGNAL: VI DMV POINT COUNT 1	DCKT/CIT/FR RPT-LOCN 1080639 OAKLAND EHICLES MUST STOP AT LINE	VEH LIC
NONE TO REPORT	THRU REASON CORD====================================	

# REBER DENISE; A315; COAKLAND

# NO RECORD FOR CRITERIA GIVEN

.

Record #3

## REBER DENISE; A981; CSTOCKTON

NO RECORD FOR CRITERIA GIVEN ANI END

D M V VEHICLE REGISTRATION INFORMATION AUTOMATED NAME INDEX

SPECIALIZED INVS RICHARD HARER 9171 GAZETTE AVE CHATSWORTH, CA 91311 LIST DATE: 05/11/18 NO FEE ATTN: DM INFO CODE: 5 W

DATE/TIME OF RESPONSE: 05/11/18 11:27 NAME: KENDRICK DENISE

NO RECORD FOR ORITERIA GIVEN END OF DATA 315 OAKLAND

#### Record #5

DMV	VEHICLE R	EGISTRA	TIOM -	INFORMATION
	AUTOMATE	D NAME	INDEX	

SPECIALIZ RICHARD H 9171 GAZE CHATSWOR	山谷沢田原			LIST DAI ATTN: DY INFO COI	
	E OF RESPONSE Morick denise		09:58	981 STO	жтоы
LIC#:7V48 VIN :1FTI CLAS:EN (	D FROM: 04/30 8443 YRMD:03 RX17273NA4201 *-YR:05 AXLE: VEH :37 BODY:	MAKE:FORD 2 2 WGHT:D44	18TM : 4C		
OWNER IS	S: 05/26/10				
MORE					
NAME: KE Reg Iss:	E OF RESPONSE NDRICK DENISE 04/29/18 DRICK ARDIE W C.C.:			981 STO	CKTOM
	E INFORMATION				
OFFICE	WORK DATE	TECHAID	SEQ #		FICHE DATE TTO 04/25/12 H05
805	04/23/12	55 M	0022	00207.00 00201.00	04/25/12 H05 07/02/13 H05
B05	06/28/13	5 I 5 H	0007	00201.00	PRIOR SUSPENSE
1805	04/30/13 04/14/14	41	7060	00196.00	04/14/14 POT
RD2 CN8	06/11/15	02	0734	00189.00	06/11/15 POT
RUG	04/03/15	50	0156	00189.00	PRIOR SUSPENSE
517	07/21/15	46	0005	00000.00	07/23/15 H00
142	03/25/16	11	8363	00192.00	03/28/16 POT
ÔNÔ	04/26/17	02	1.0.1.5	99282.00	04/26/17 POT
1.4.1	04/11/17	0.7	0563	00202.00	PRIOR SUSPENSE
RJS	04/26/18	41	7533	08230.00	04/26/18 POT

#### D M V VEHICLE REGISTRATION INFORMATION AUTOMATED NAME INDEX

~

PAGE: 02

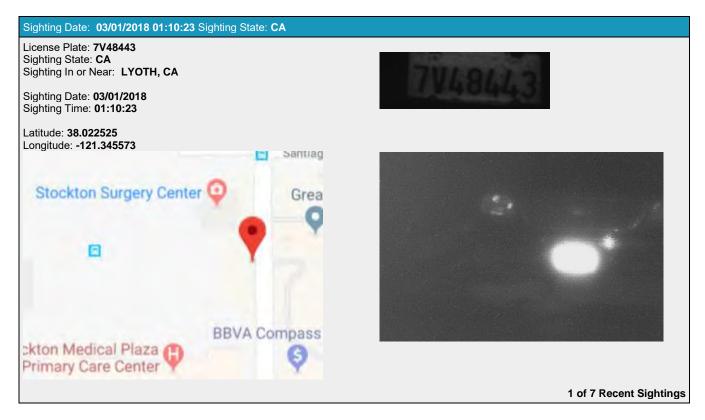
DATE/TIME OF RESPONSE: 05/11/18 09:58 NAME: KENDRICK DENISE 981 STOCKTON REC STATUS: 04/26/17 SMOG DUE 04/30/19 07/21/05 PREV LIC 313143S

05/14/2010-ODOMETER: 104,500 MILES ACTUAL MILEAGE END OF DATA

## **VEHICLE SIGHTINGS**:

A nationwide search of the license plates keyed to abovementioned license plate numbers identified 45 sightings of license plate 7V4883 between May 5, 2010 and March 1, 2018. Sixteen sightings were in Stockton, CA between November 4, 2010 and March 1, 2018 (Records #1, 7, 10A-B, 12, 14, 17, 21, 25, 29A-B, 31, 37-39, 41-43), and the remaining 29 sightings were in the immediate vicinity of 9812 Hickock Drive, Stockton, CA between May 5, 2010 and March 1, 2018.

#### Record #1



#### Record #2A

#### Sighting Date: 03/01/2018 01:06:34 Sighting State: CA

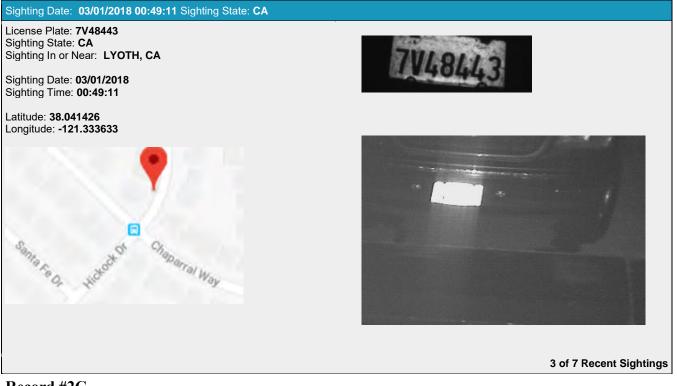
License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **03/01/2018** Sighting Time: **01:06:34** 



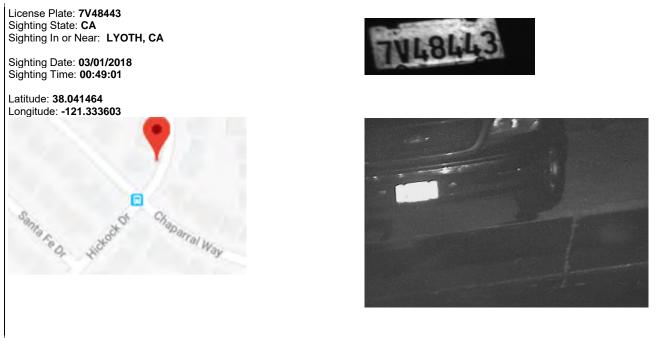


# Record #2B



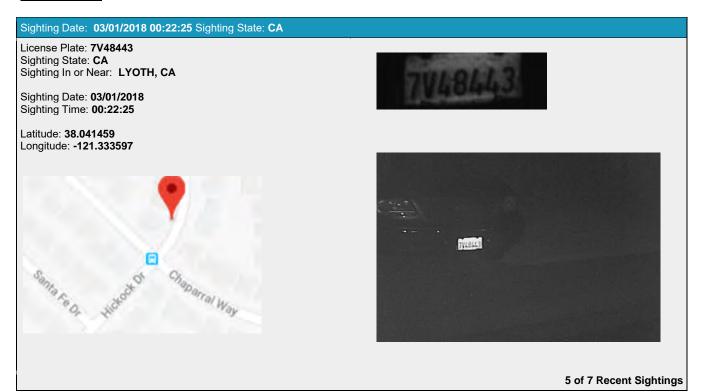
# Record #2C

Sighting Date: 03/01/2018 00:49:01 Sighting State: CA

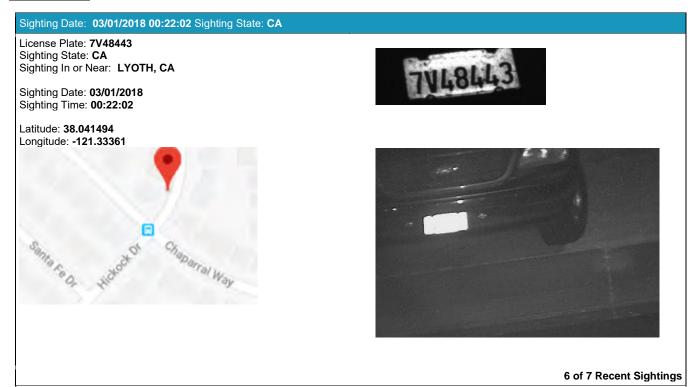


4 of 7 Recent Sightings

#### Record #2D



#### Record #2E

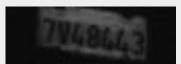


# Record #2F

#### Sighting Date: 03/01/2018 00:21:35 Sighting State: CA

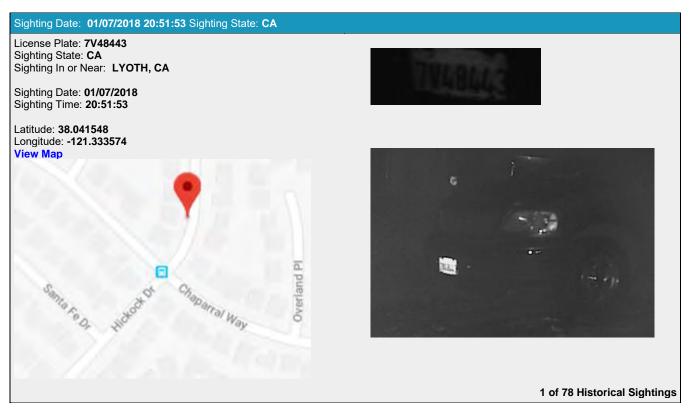
License Plate: 7V48443 Sighting State: CA Sighting In or Near: LYOTH, CA

Sighting Date: **03/01/2018** Sighting Time: **00:21:35** 



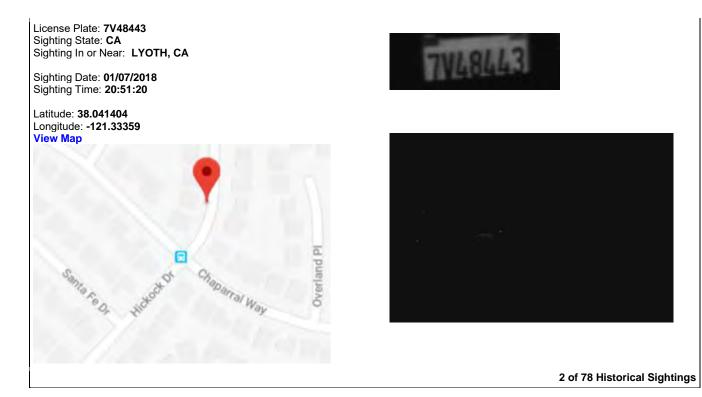


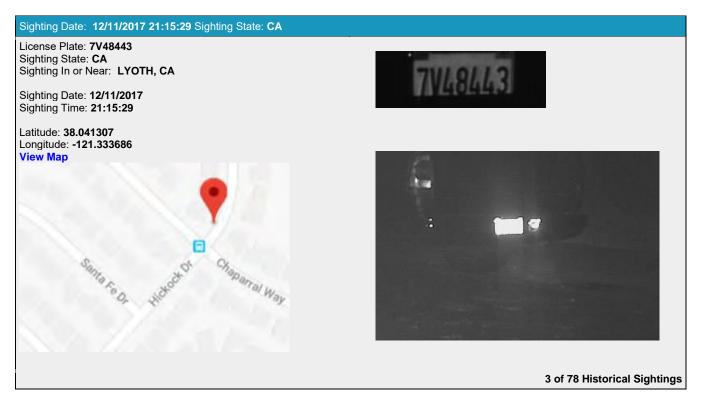
## Record #3A

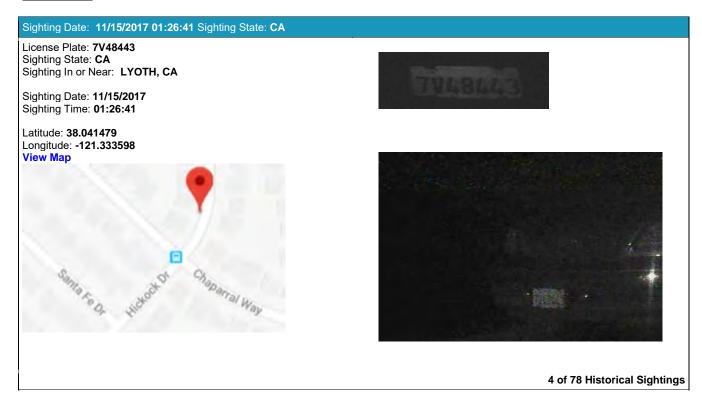


## Record #3B

Sighting Date: 01/07/2018 20:51:20 Sighting State: CA







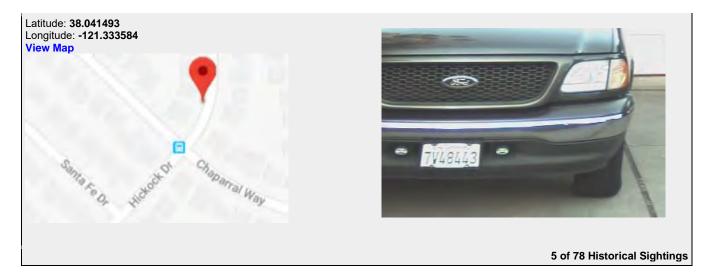
## Record #6

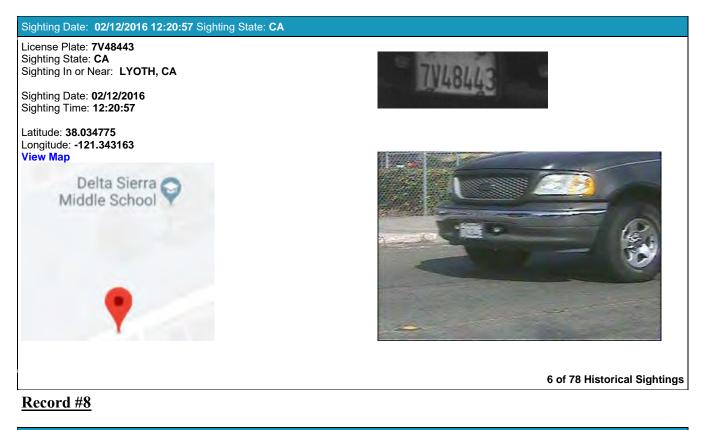
#### Sighting Date: 07/20/2016 19:46:34 Sighting State: CA

License Plate: 7V48443 Sighting State: CA Sighting In or Near: LYOTH, CA

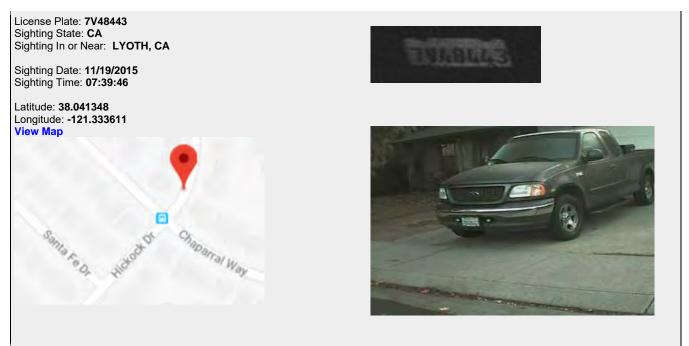
Sighting Date: **07/20/2016** Sighting Time: **19:46:34** 





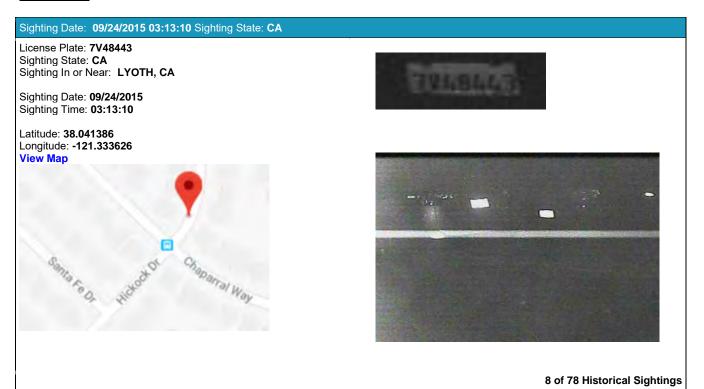


Sighting Date: 11/19/2015 07:39:46 Sighting State: CA

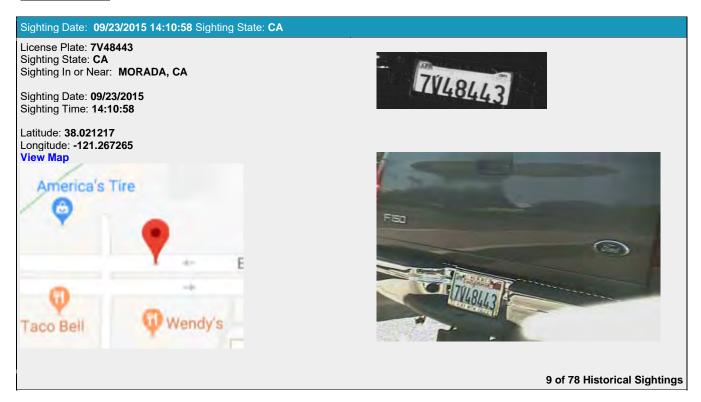


7 of 78 Historical Sightings

#### Record #9



#### Record #10A



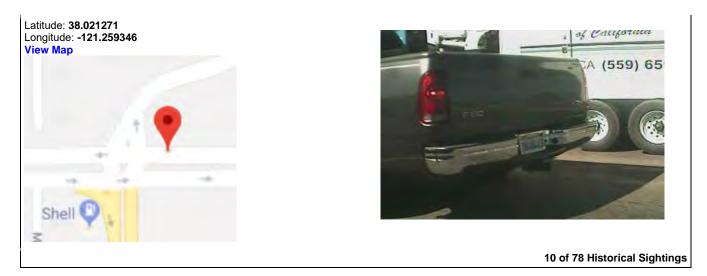
## Record #10B

#### Sighting Date: 09/23/2015 14:10:07 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **MORADA, CA** 

Sighting Date: **09/23/2015** Sighting Time: **14:10:07** 

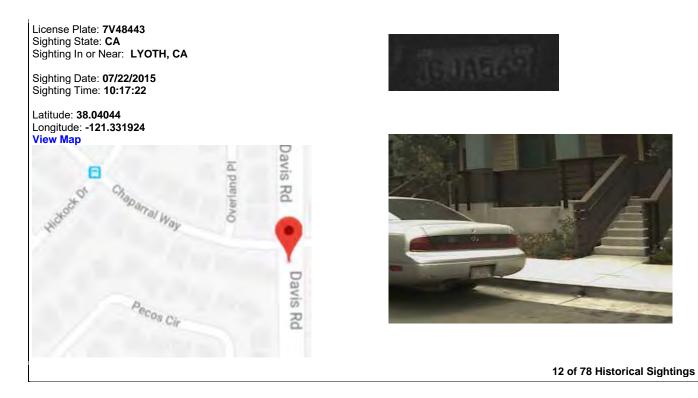




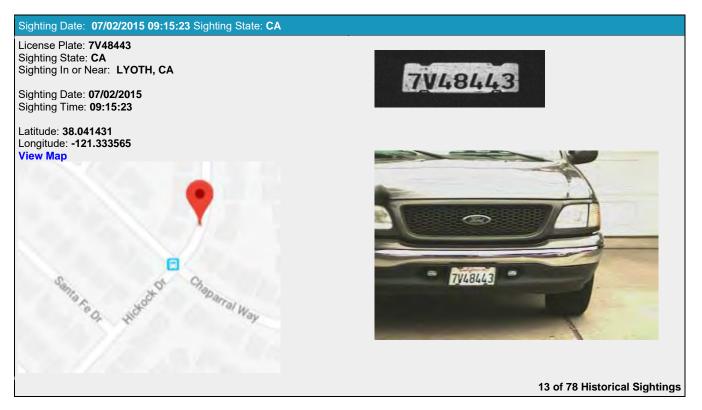
<u>Record #11</u>

Sighting Date: 08/20/2015 05:59:47 Sighting State: CA	
License Plate: <b>7V48443</b> Sighting State: <b>CA</b> Sighting In or Near: <b>LYOTH, CA</b>	
Sighting Date: <b>08/20/2015</b> Sighting Time: <b>05:59:47</b>	7148443
Latitude: <b>38.041508</b> Longitude: <b>-121.33358</b> View Map	
Mare q. Hoo way	
	11 of 78 Historical Sightings
Record #12	

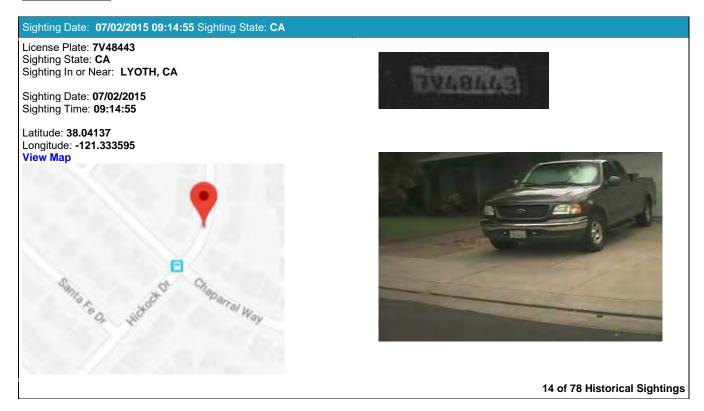
Sighting Date: 07/22/2015 10:17:22 Sighting State: CA



## Record #13A



#### Record #13B



## Record #14

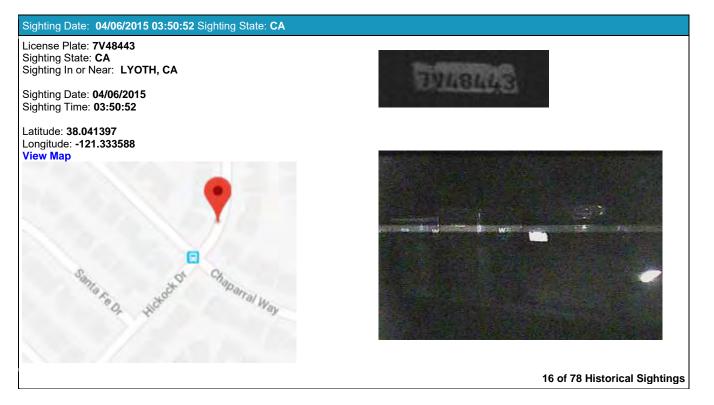
#### Sighting Date: 06/10/2015 15:22:12 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **STOCKTON, CA** 

Sighting Date: **06/10/2015** Sighting Time: **15:22:12** 

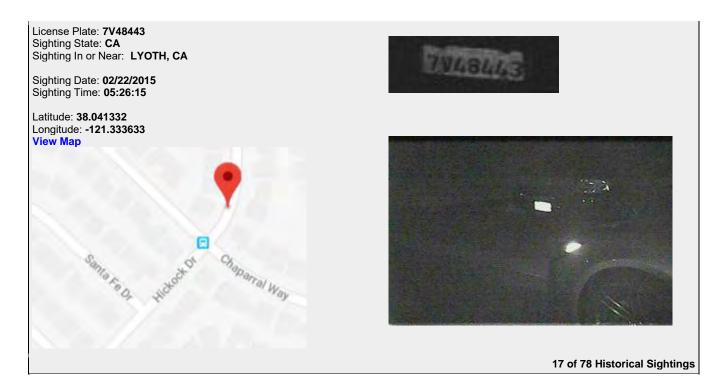


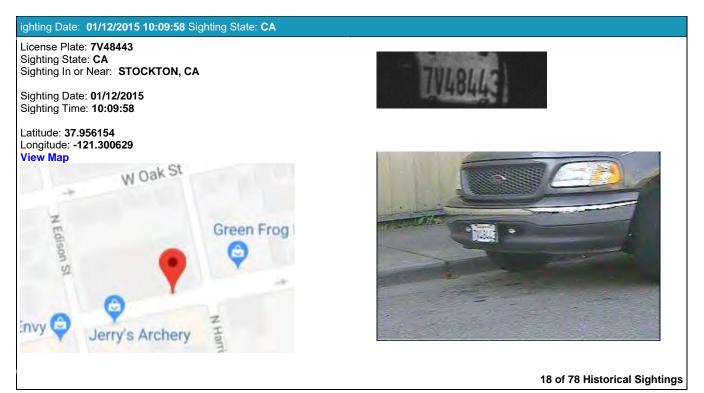




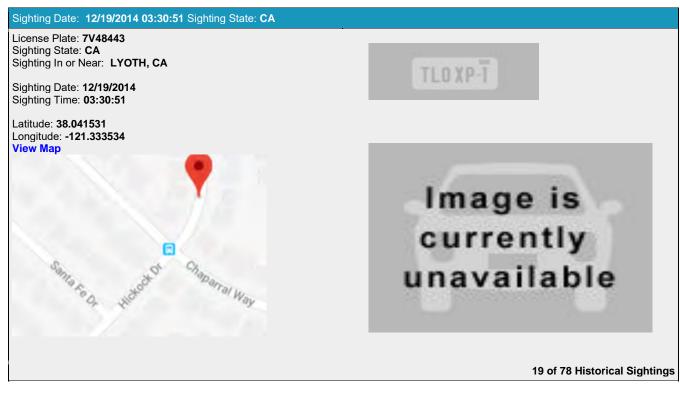
# Record #16

Sighting Date: 02/22/2015 05:26:15 Sighting State: CA





#### Record #18A



## Record #18B

#### Sighting Date: 12/19/2014 03:30:29 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **12/19/2014** Sighting Time: **03:30:29**  TLO XP-T

Latitude: **38.041397** Longitude: **-121.333588** View Map

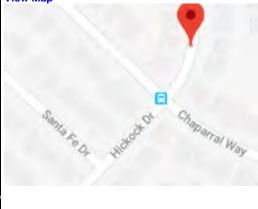
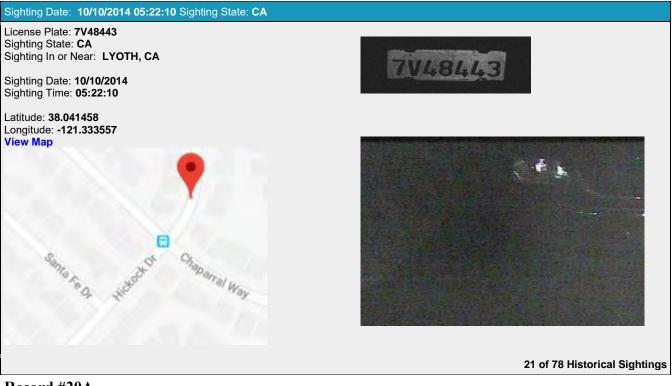


Image is currently unavailable

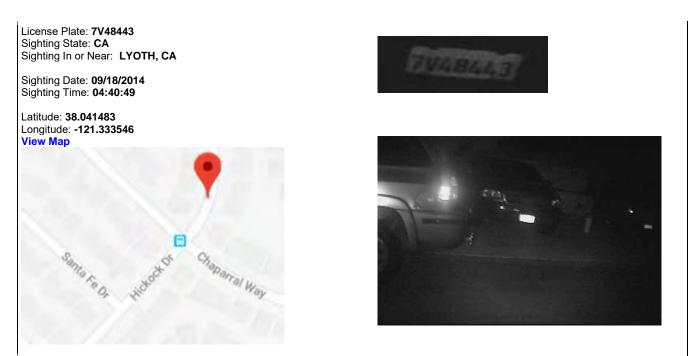
20 of 78 Historical Sightings

#### **Record #19**



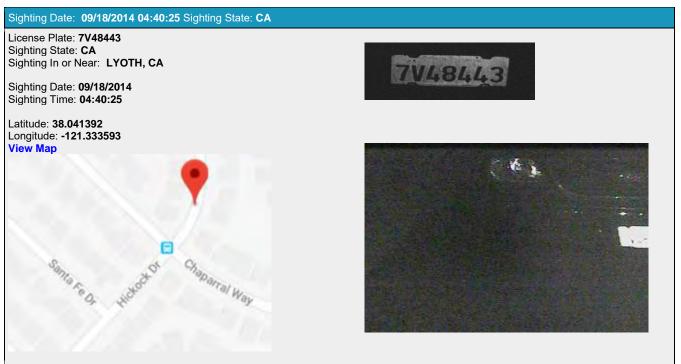
Record #20A

Sighting Date: 09/18/2014 04:40:49 Sighting State: CA



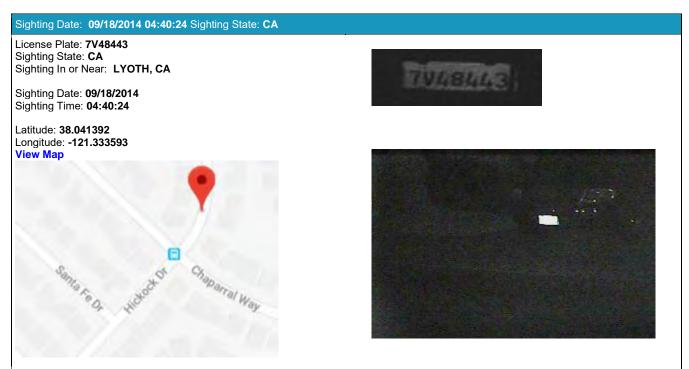
22 of 78 Historical Sightings

#### Record #20B



23 of 78 Historical Sightings

### Record #20C



24 of 78 Historical Sightings

### Record #21

#### Sighting Date: 09/12/2014 13:00:44 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **STOCKTON, CA** 

Sighting Date: **09/12/2014** Sighting Time: **13:00:44** 



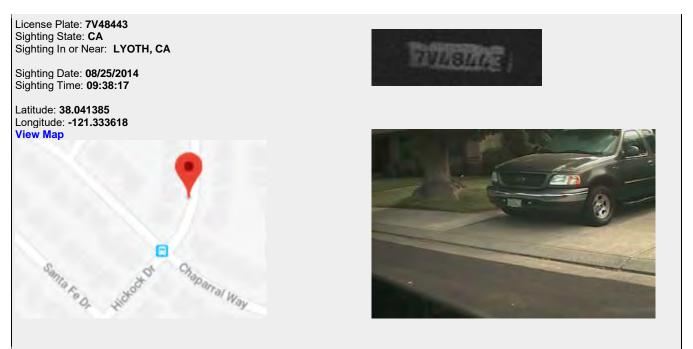


Record #22A

Sighting Date: 08/25/2014 09:38:43 Sighting State: CA	
License Plate: 7V48443	
Sighting State: CA	and an experimental state
Sighting In or Near: LYOTH, CA	CT1177CT1078CT
Obstationer Distance 00/05/004.4	VATALEL TOPES
Sighting Date: 08/25/2014	
Sighting Time: 09:38:43	
Latitude: 38.041541	
Longitude: -121.333564	
View Map	
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of the way	
	26 of 78 Historical Sightings

# Record #22B

Sighting Date: 08/25/2014 09:38:17 Sighting State: CA

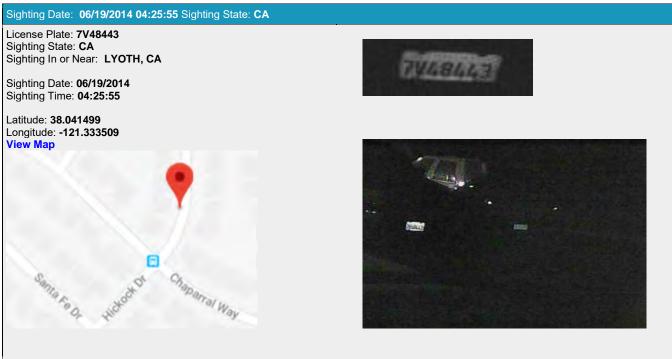


27 of 78 Historical Sightings

## Record #23A



#### Record #23B



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#### Record #23C

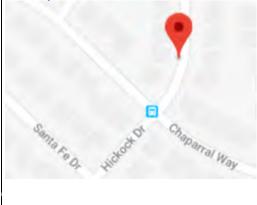
#### Sighting Date: 06/19/2014 04:25:30 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **06/19/2014** Sighting Time: **04:25:30** 



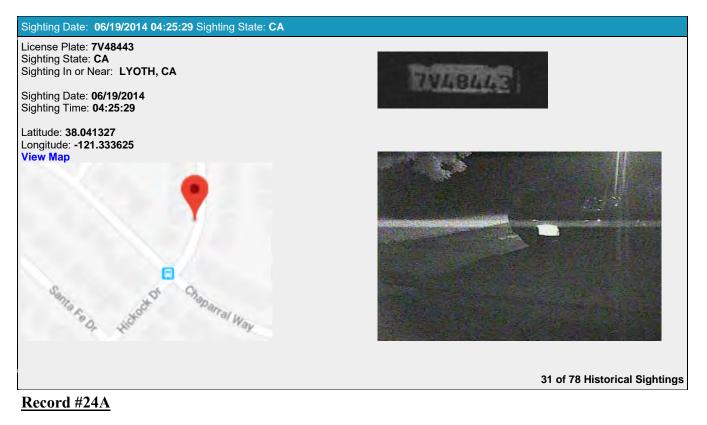
Latitude: **38.041403** Longitude: **-121.333587** View Map





30 of 78 Historical Sightings

Record #23D

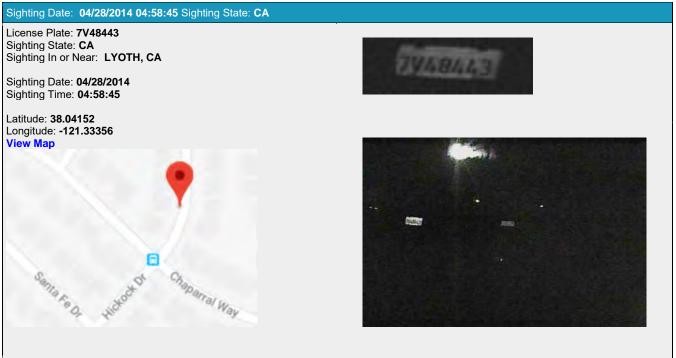


Sighting Date: 04/28/2014 04:58:46 Sighting State: CA



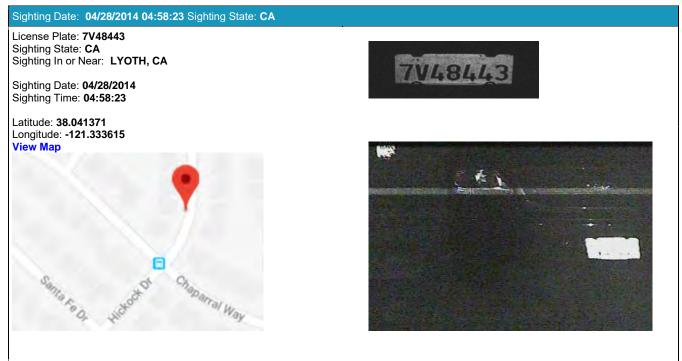
32 of 78 Historical Sightings

#### Record #24B



33 of 78 Historical Sightings

### Record #24C



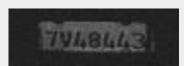
34 of 78 Historical Sightings

# Record #24D

#### Sighting Date: 04/28/2014 04:58:22 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **04/28/2014** Sighting Time: **04:58:22** 

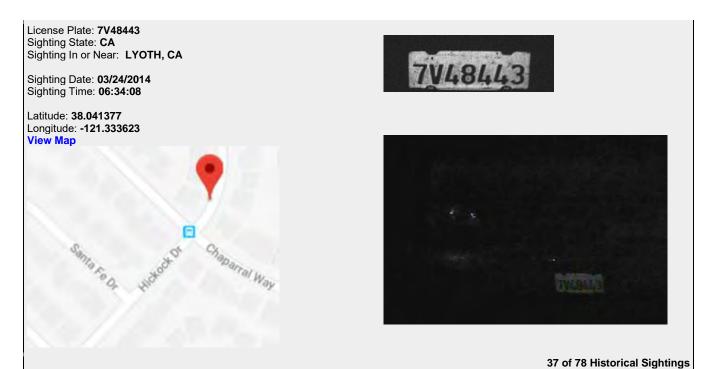


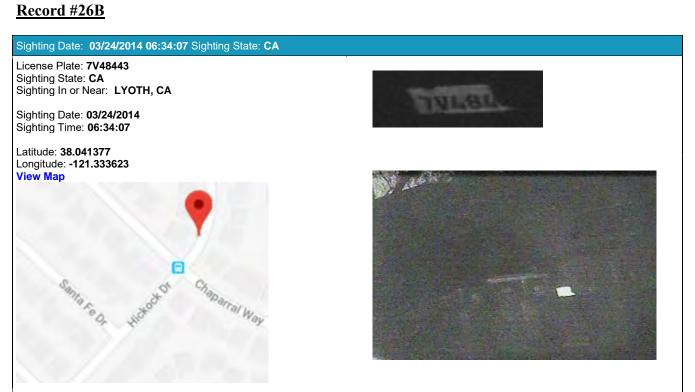


Record #25



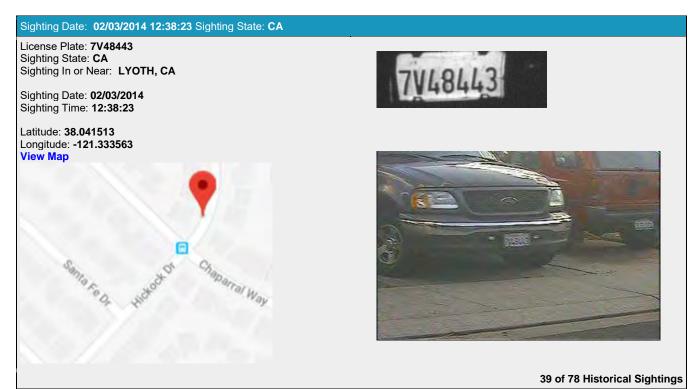
Sighting Date: 03/24/2014 06:34:08 Sighting State: CA





38 of 78 Historical Sightings

### Record #27A

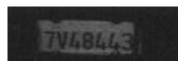


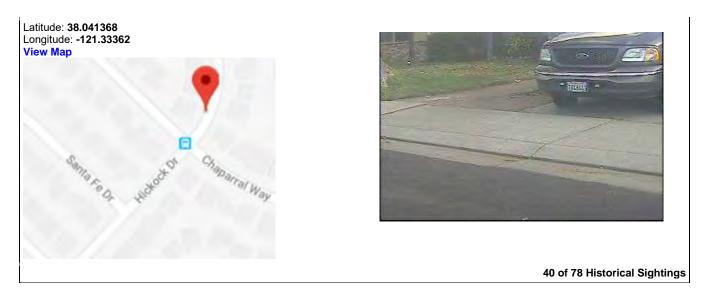
# Record #27B

#### Sighting Date: 02/03/2014 12:37:38 Sighting State: CA

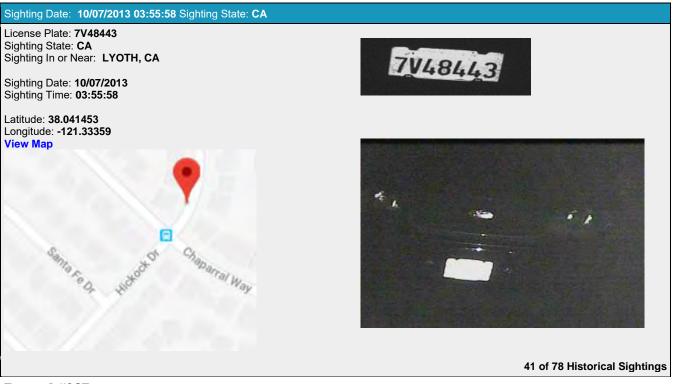
License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **02/03/2014** Sighting Time: **12:37:38** 



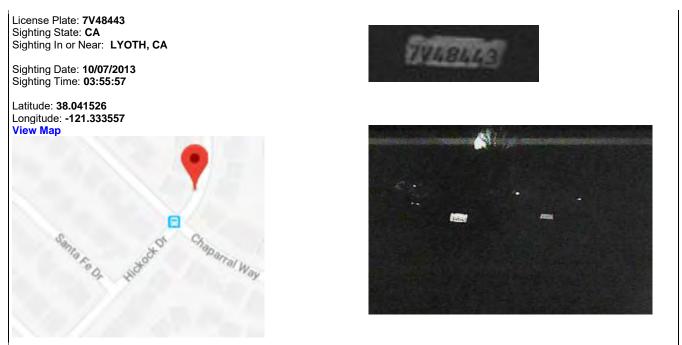


Record #28A



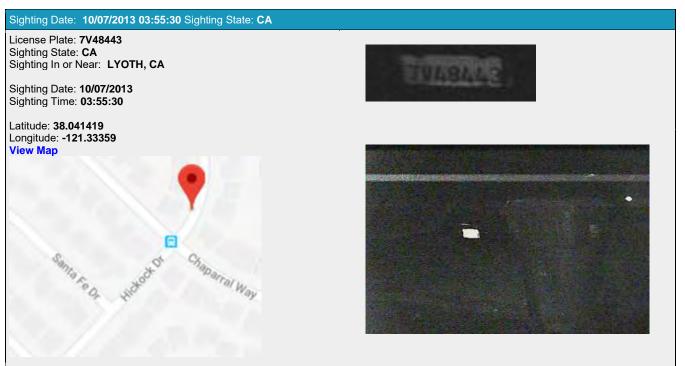
# Record #28B

Sighting Date: 10/07/2013 03:55:57 Sighting State: CA



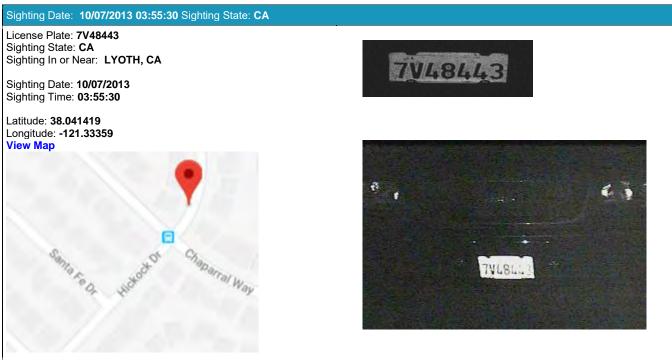
42 of 78 Historical Sightings

### Record #28C



43 of 78 Historical Sightings

#### Record #28D



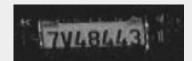
44 of 78 Historical Sightings

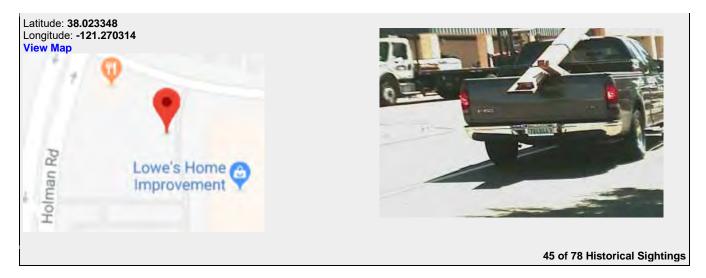
### Record #29A

#### Sighting Date: 09/16/2013 13:41:11 Sighting State: CA

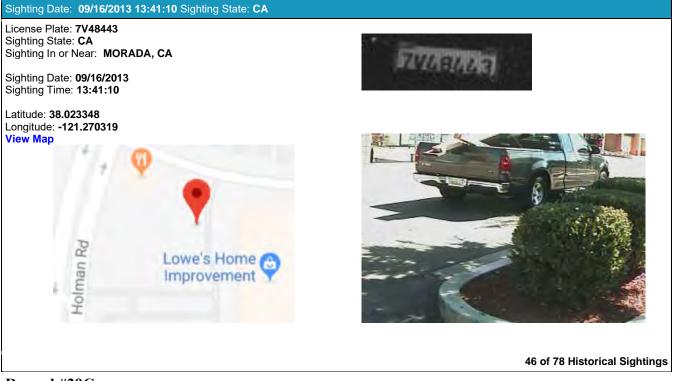
License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **MORADA, CA** 

Sighting Date: **09/16/2013** Sighting Time: **13:41:11** 



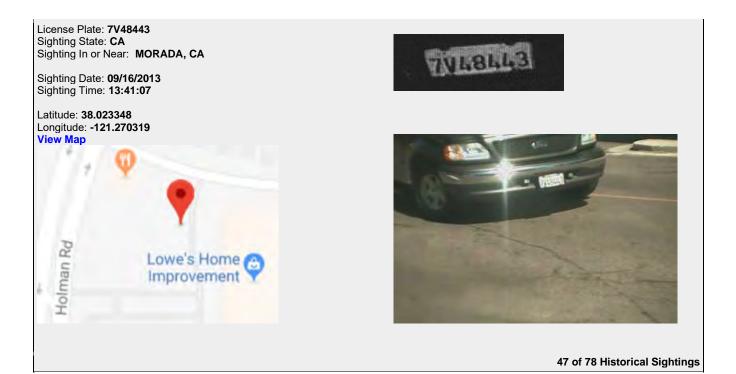


Record #29B

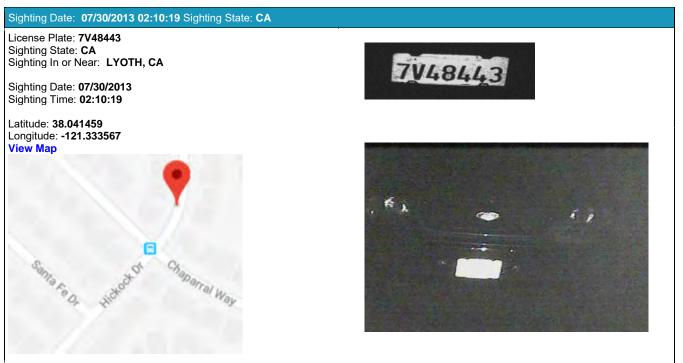


Record #29C

Sighting Date: 09/16/2013 13:41:07 Sighting State: CA

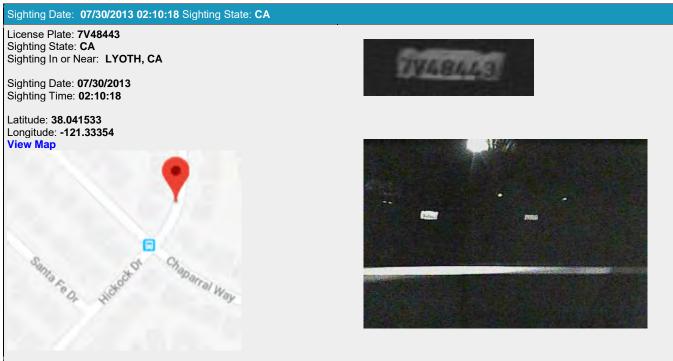


#### Record #30A



48 of 78 Historical Sightings

#### Record #30B



49 of 78 Historical Sightings

#### Record #30C

#### Sighting Date: 07/30/2013 02:09:51 Sighting State: CA

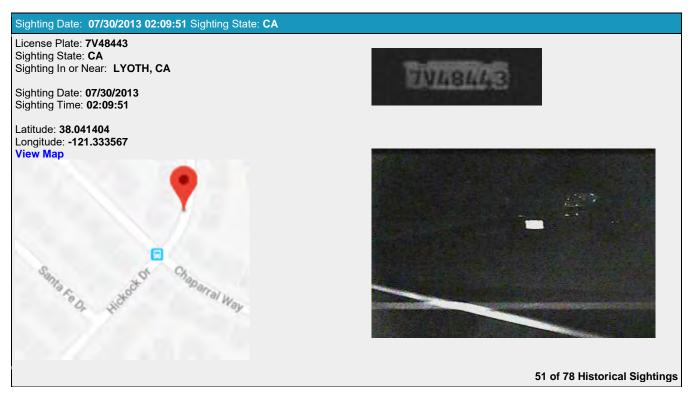
License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **07/30/2013** Sighting Time: **02:09:51** 



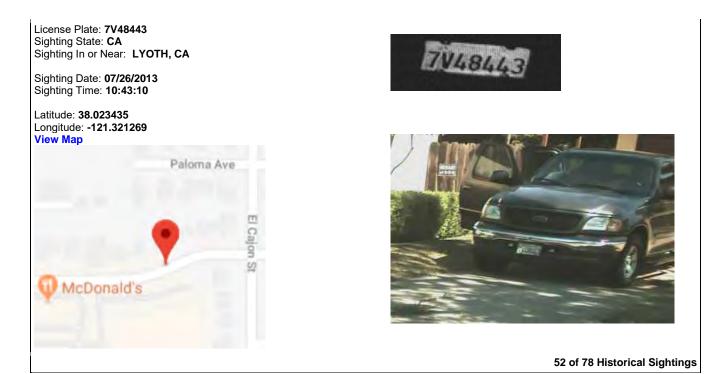


Record #30D

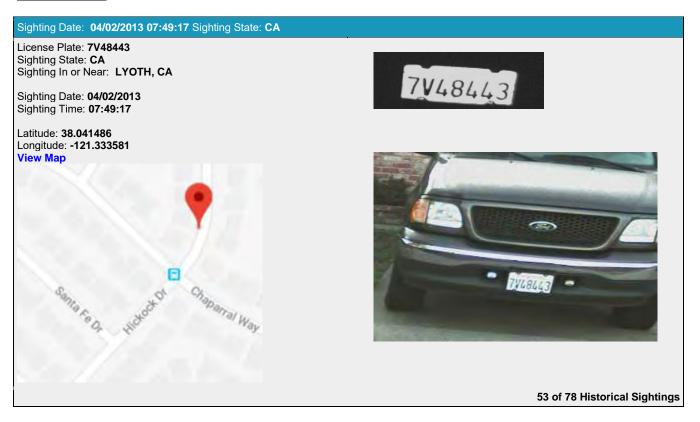


# **Record #31**

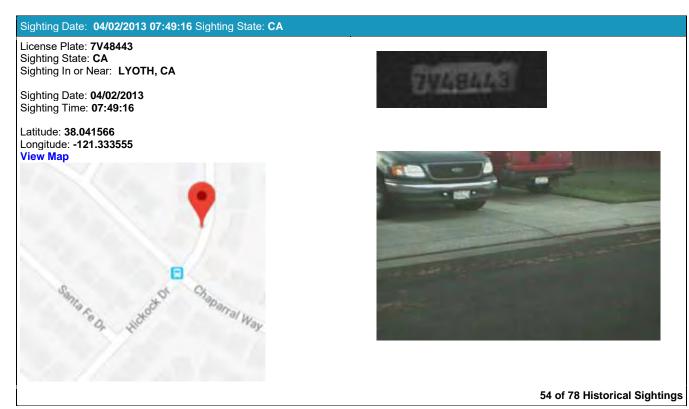
Sighting Date: 07/26/2013 10:43:10 Sighting State: CA



### Record #32A



### Record #32B



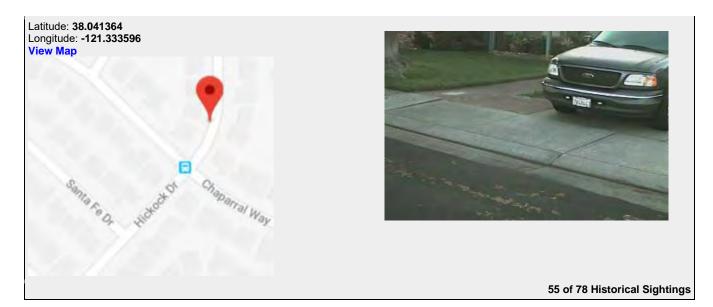
Record #32C

#### Sighting Date: 04/02/2013 07:48:41 Sighting State: CA

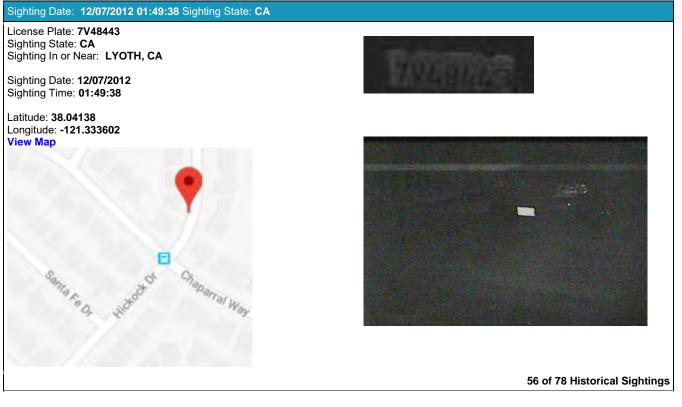
License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **04/02/2013** Sighting Time: **07:48:41** 



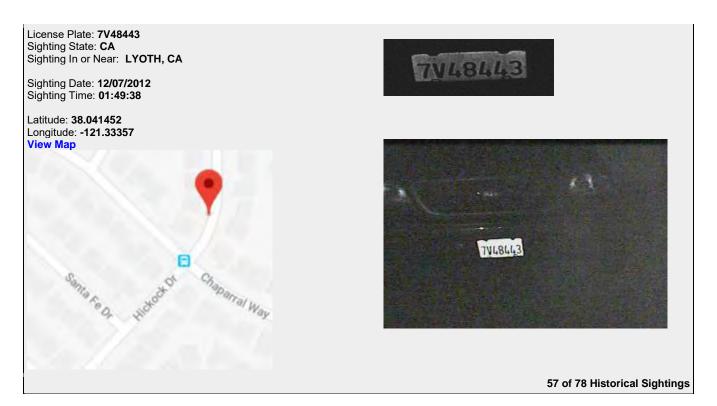


Record #33A

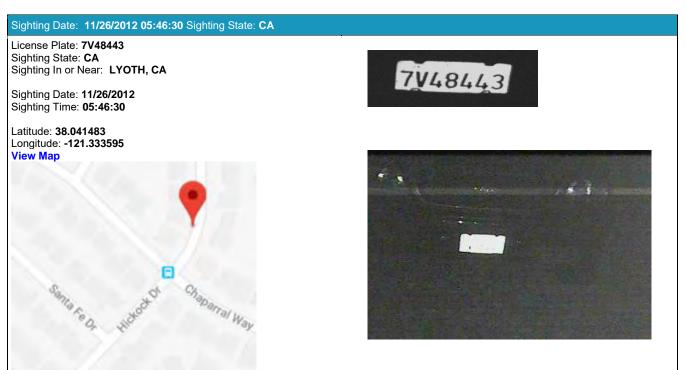


Record #33B

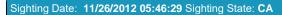
ighting Date: 12/07/2012 01:49:38 Sighting State: CA



# Record #34A



#### Record #34B



License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **11/26/2012** Sighting Time: **05:46:29** 

Latitude: **38.041518** Longitude: **-121.333584** View Map





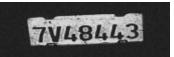
59 of 78 Historical Sightings

#### Record #34C

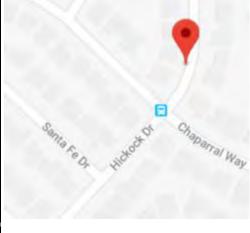
#### Sighting Date: 11/26/2012 05:45:46 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **11/26/2012** Sighting Time: **05:45:46** 



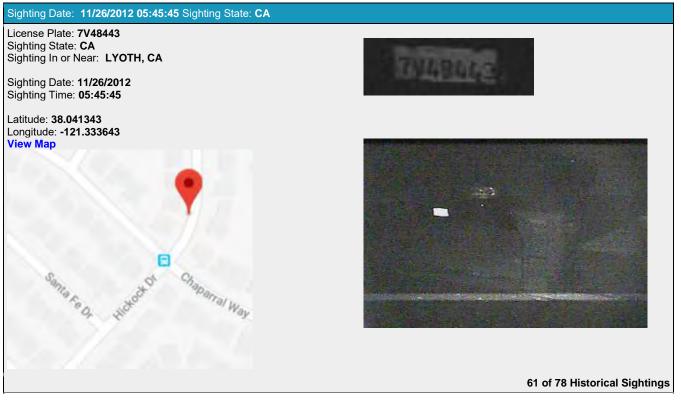
Latitude: **38.041381** Longitude: **-121.333619** View Map





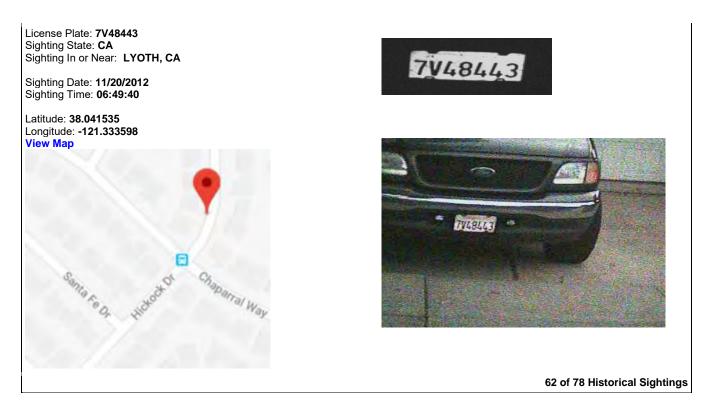
60 of 78 Historical Sightings

### Record #34D

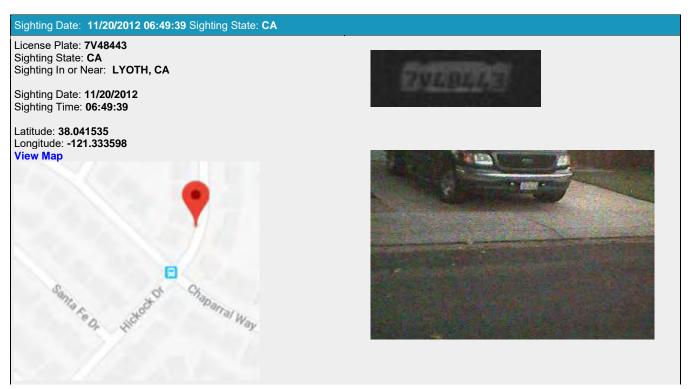


### Record #35A

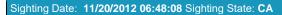
Sighting Date: 11/20/2012 06:49:40 Sighting State: CA



# Record #35B



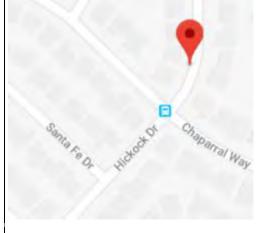
#### Record #35C



License Plate: 7V48443 Sighting State: CA Sighting In or Near: LYOTH, CA

Sighting Date: **11/20/2012** Sighting Time: **06:48:08** 

Latitude: **38.041413** Longitude: **-121.333603** View Map







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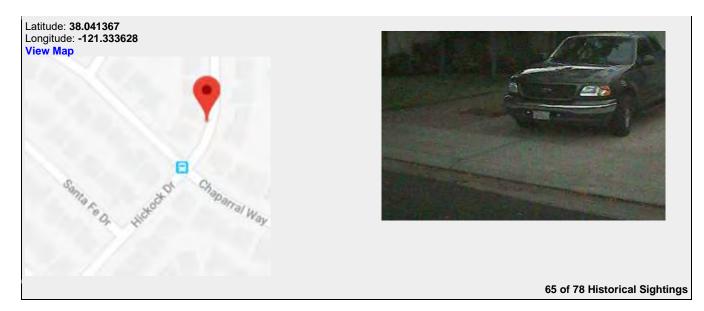
#### Record #35D

#### Sighting Date: 11/20/2012 06:48:07 Sighting State: CA

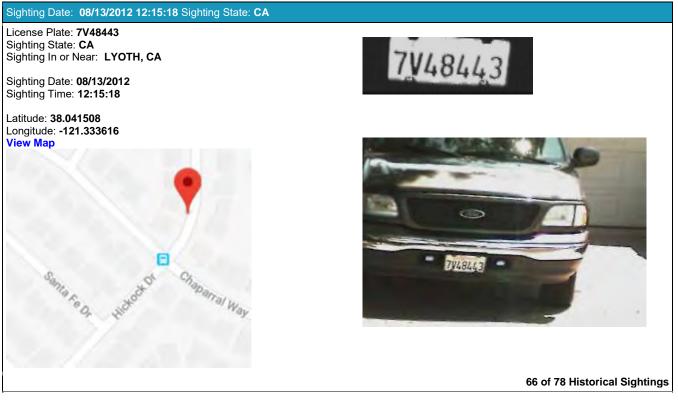
License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **11/20/2012** Sighting Time: **06:48:07** 



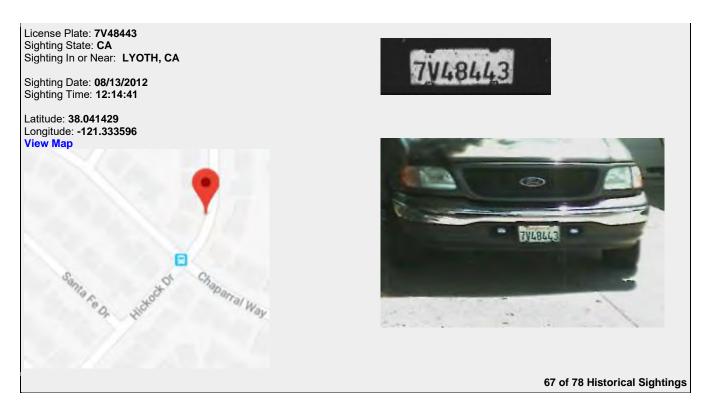


Record #36A

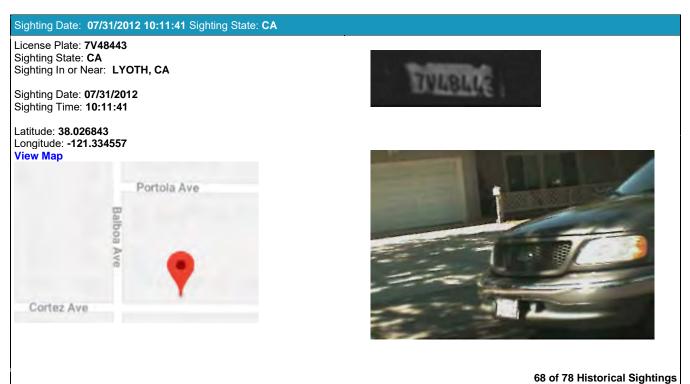


### Record #36B

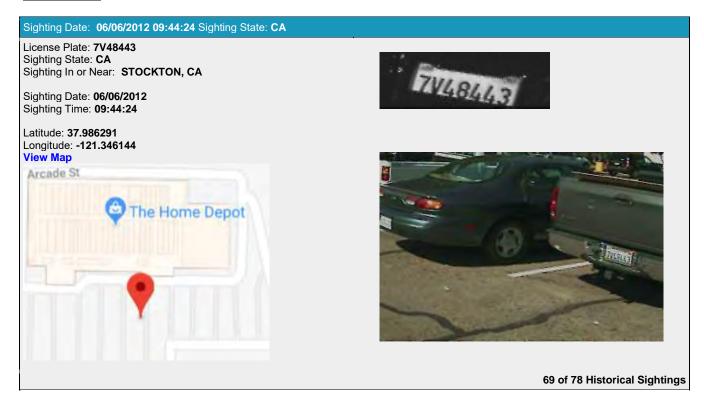
Sighting Date: 08/13/2012 12:14:41 Sighting State: CA



# **Record #37**



#### Record #38



# Record #39

#### Sighting Date: 05/31/2012 12:53:57 Sighting State: CA

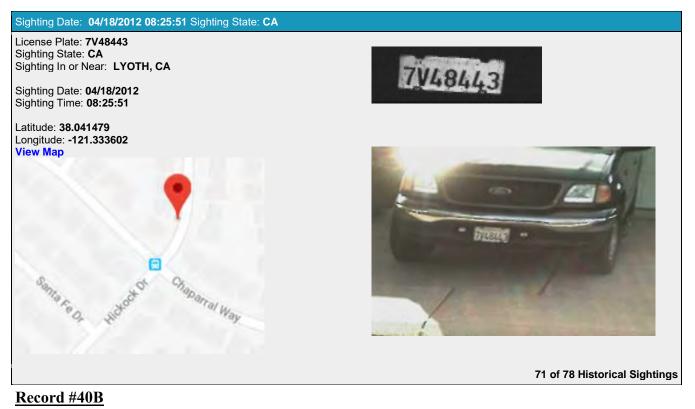
License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **05/31/2012** Sighting Time: **12:53:57** 

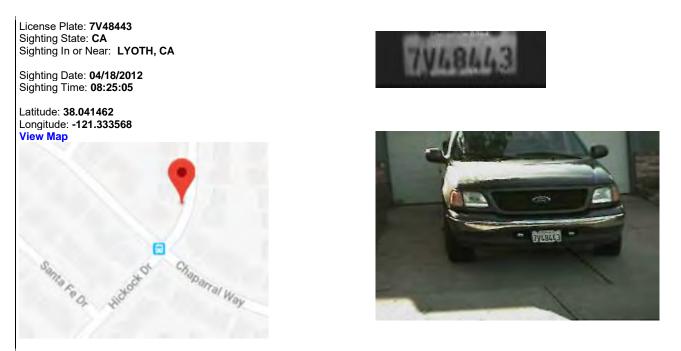




Record #40A

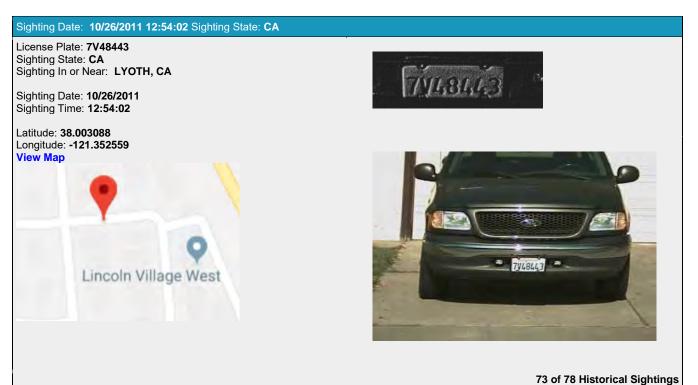


Sighting Date: 04/18/2012 08:25:05 Sighting State: CA

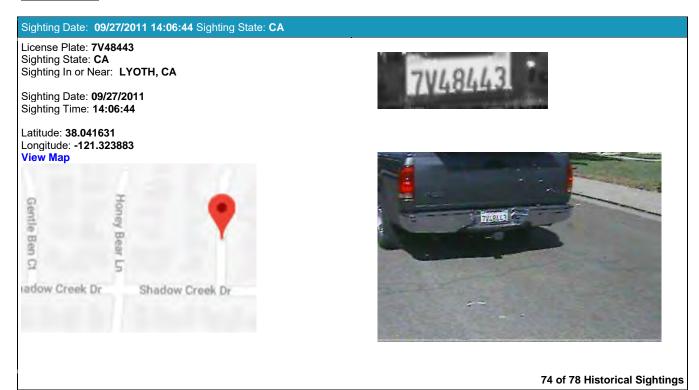


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### Record #41



#### Record #42



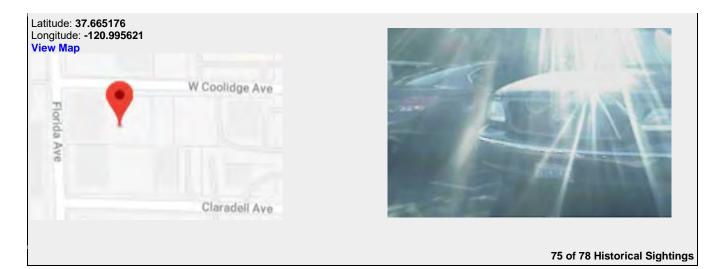
# Record #43

#### Sighting Date: 11/04/2010 11:01:44 Sighting State: CA

License Plate: 7V48443 Sighting State: CA Sighting In or Near: MODESTO, CA

Sighting Date: **11/04/2010** Sighting Time: **11:01:44** 

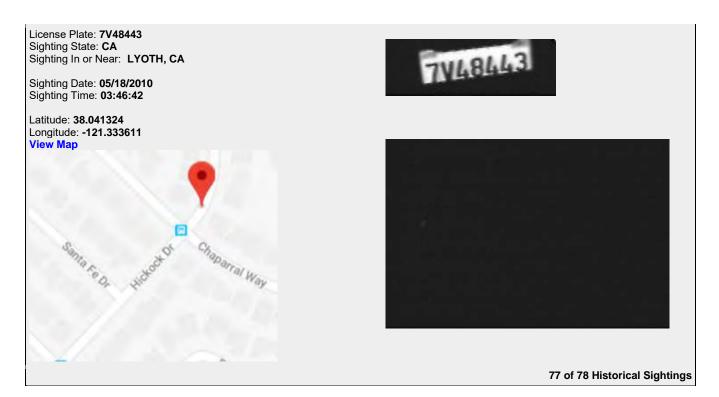




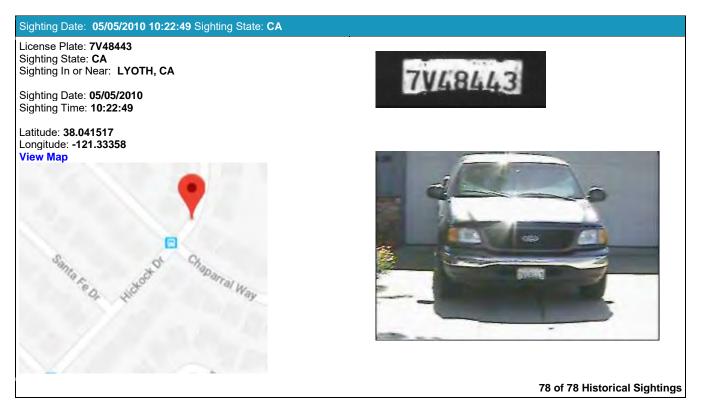
# Record #44A

Sighting Date: 05/18/2010 04:07:16 Sighting State: CA	
License Plate: <b>7V48443</b> Sighting State: <b>CA</b>	
Sighting In or Near: LYOTH, CA	7148443
Sighting Date: <b>05/18/2010</b> Sighting Time: <b>04:07:16</b>	
Latitude: <b>38.041309</b> Longitude: <b>-121.333623</b> View Map	
Santa Fe Dr. Hidos Of Chaparral Way	
	76 of 78 Historical Sightings
Record #44B	

Sighting Date: 05/18/2010 03:46:42 Sighting State: CA



### Record #45



### **VOTER REGISTRATION:**

On April 30, 2018, an online search of San Francisco Voter Registration records keyed to Date of Birth: 10/XX/1958 and Last 4 SSN: XXXX; identified no records (Record #1).

On May 10, 2018, an online search of CA SOS Voter Registration records keyed to First Name: Denise; Last Name: Reber; CA Driver License: N471XXXX; Last 4 SSN: XXXX and Date of Birth: 10/XX/1958, identified a voter registration record for Denise Reber at 112 Estates Drive, Piedmont, CA (Record #2).

An archived database record identified multiple voter registrations for Denise Reber at 112 Estates Drive, Piedmont, CA with registration date of 08/31/1998 (Record #3), and at 935 W. Glenwood Street, Springfield, MO with registration date of 05/07/1984 (Record #4).

Record #1

Official Election Site of Alameda County

My Voter Profil	е		
	Error: Invalid Sea	arch	
	Unfortunately, we could not verify your voter registration based upon the information you provided. Please check the information you entered. The birth date, and drivers license number/SSN number must be valid. You must be a registered voter, in order for the information to be found. If you believe that the information you entered is accurate, please contact Registrar of Voters Office via email or by phone at (510) 272-6973 to verify your voter registration		
	Birth Date (example, <b>01/01/1900</b> )	10/ 綱 / 1958	
	California Driver License/California	a	
	Last 4 digits of your Social Security Number:	<u>766</u> 0	
L. L	To search again, <mark>Clic</mark>	<u>k here</u> .	

Record #2



# Alex Padilla California Secretary of State

🟫 🛛 Website Help 🔰 English - Change Language 🔻

# My Voter Status

Personal Information	
First name	DENISE
Last name	REBER
Your preferred language to receive election material is	ENGLISH
Address where you are registered to vote	112 ESTATES DR PIEDMONT 94611-3314
Your political party preference is	NO PARTY PREFERENCE
You are registered as a permanent vote-by-mail voter	NO
You are registered to vote in	ALAMEDA COUNTY
	County website:
http://www.acgov.org/rov	
	_ / /

County phone: 510-272-6933

### Record #3

Name: DENISE L REBER Address: 112 ESTATES DR, PIEDMONT, CA 94611 (ALAMEDA COUNTY) Date of Registration: 08/31/1998 DOB: 10/XX/1958 (59) Party: No Party Affiliation Phone: 5108342494

Record #4

Name: DENISE A KENDRICK Address: 935 W GLENWOOD ST, SPRINGFIELD, MO 65807 (GREENE COUNTY) Date of Registration: 05/07/1984 DOB: 10/02/1958 (59) Party: Not Specified

### **BUSINESS ENTITIES/EMPLOYMENT RECORDS:**

A search of nationwide business databases including proprietary employment databases, as well as California Secretary of State Corporation, LLC, and Limited Partnership records, California Fictitious Business Name (FBN) Records, California Board of Equalization Records, Corporate Affiliation Databases, California Department of Consumer Affairs Professional License Records – including the State Contractors Licensing Board, Uniform Commercial Code (UCC), identified the following:

Employment Associations with Commercial Towel Uniform Rental Service (2006-1/3/2018); Leavitt Macinery (6/22/2017); Carlin's Country Guest Home & Rosen's Inc., 689 4<sup>th</sup> St., Oakland, CA (1/23/2002-3/6/2018); GFL, Inc., aka, Guarantee Fork Lift, Inc., 689 4<sup>th</sup> St., Oakland, CA (1/2006 3/6/2018); Handy Plus, PO Box 691381, Stockton, CA 95269 (6/13/2011); Columbia Trucking, Inc.

California Secretary of State, Department of Corporations records for: Carlin's Country Guest Home & Rosen's Inc., 689 4<sup>th</sup> St., Oakland, CA; Status – Suspended. Denis L. Reber, CEO and Agent at 689 4<sup>th</sup> St., Oakland, CA.

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### **EMPLOYMENT**

### Record #1

Business Name: COMMERCIAL TOWEL UNF RENTL SVC (2006 to 01/03/2018) Phone: (310) 375-3273 (PT) COMMERCIAL TOWEL UNF RENTL SVC Address: PO BOX 23824, OAKLAND, CA 94623 (ALAMEDA COUNTY)

### Record #2

### Business Name: LEAVITT MACINERY (06/22/2017)

### Record #3

# Business Name: CARLIN S COUNTRY GUEST HOME & ROSEN S INC (06/20/2011 to 02/19/2014) Address: 689 4TH ST, OAKLAND, CA 94607 (ALAMEDA COUNTY)

### Record #4

DENISE L REBER - GFL, INC. 569-29-#### LexID: 001234455695 Business ID: 004027413066 Confidence Level: 2 Dates Seen: 01/02/2018 - 03/06/2018

DENISE REBER - GFL, INC. 569-29-#### LexID: 001234455695 (510) 834-2494 Business ID: 000366625625 Confidence Level: 1 Dates Seen: 11/14/2016 - 12/05/2017

DENISE REBER - GFL, INC. (PRESIDENT) 569-29-#### LexID: 001234455695 (510) 834-2494 Business ID: 000366625625 Confidence Level: 1 Dates Seen: 10/05/2015 - 01/03/2017

DENISE REBER - GFL, INC. (PRESIDENT) 569-29-#### LexID: 001234455695 689 4TH ST, OAKLAND, CA 94607-3556 ALAMEDA (510) 834-2494 Business ID: 000366625625 Confidence Level: 1 Dates Seen: 07/07/2004 - 06/07/2016

DENISE REBER - GUARANTEE FORK LIFT INC (OWNER) 569-29-#### LexID: 001234455695 (510) 834-2494 - PDT Business ID: 00000000000 Confidence Level: 1 Dates Seen: 01/2006 - 01/2006

DENISE REBER - GUARANTEE FORK LIFT INC (OWNER) 569-29-#### LexID: 001234455695 (510) 834-2494 - PDT Business ID: 000603909421 Confidence Level: 1 Dates Seen: 01/2006 - 01/2006

DENISE REBER - GUARANTEE FORK LIFT INC (OWNER) 569-29-#### LexID: 001234455695 689 4TH ST, OAKLAND, CA 94607-3556 ALAMEDA (510) 834-2494 - PDT Business ID: 000603909421 Confidence Level: 1 Dates Seen: 01/2006 - 01/2006

DENISE REBER - GUARANTEE FORK LIFT INC (OWNER) 569-29-#### LexID: 001234455695 689 4TH ST, OAKLAND, CA 94607-3556 ALAMEDA (510) 834-2494 - PDT

#### Record #5

DENIS L REBER - CARLIN'S COUNTRY GUEST HOME & ROSEN'S, INC. 569-29-#### LexID: 001234455695 Business ID: 000459405523 Confidence Level: 1 Dates Seen: 11/14/2016 - 03/06/2018

DENIS L REBER - CARLIN'S COUNTRY GUEST HOME & ROSEN'S, INC. (PRESIDENT) 569-29-#### LexID: 001234455695 Business ID: 000459405523 Confidence Level: 1 Dates Seen: 10/05/2015 - 01/03/2017

DENIS L REBER - CARLIN'S COUNTRY GUEST HOME & ROSEN'S, INC. (PRESIDENT) 569-29-#### LexID: 001234455695 689 4TH ST, OAKLAND, CA 94607-3556 ALAMEDA Business ID: 000459405523 Confidence Level: 1 Dates Seen: 01/23/2002 - 06/07/2016

### Record #6

DENISE L KENDRICK - HANDY PLUS (CONTACT) 569-29-#### LexID: 001234455695 PO BOX 691381, STOCKTON, CA 95269-1381 SAN JOAQUIN Business ID: 002969308146 Confidence Level: 1 Dates Seen: 06/13/2011 - 06/13/2011

#### Record #7

DENISE L REBER - COLUMBIA TRUCKING INC (SECRTY) 569-29-#### LexID: 001234455695

### Record #8

DENISE L REBER - CONSTRUCTION (MICHAELS) 569-29-#### LexID: 001234455695 Business ID: 0000000000 Confidence Level: 2

### Record #9

DENISE L REBER - G F C INTERNATIONAL (MANAGER) 569-29-#### LexID: 001234455695 Business ID: 0000000000 Confidence Level: 2

### Record #10

DENISE L REBER - OWNER OF BUSINESS 569-29-#### LexID: 001234455695 Business ID: 00000000000 Confidence Level: 2

### **US BUSINESS AFFILIATIONS**

### Record #1

Business Details COMMERCIAL TOWEL UNF RENTL SVC (Trade Style) G F L INC (Primary) GFL, INC. (Primary) GUARANTEE FORK LIFT INCORPORATED (Former) Link Number: 237144950 213 PASEO DE SUENOS, REDONDO BEACH, CA 90277-6560 (LOS ANGELES COUNTY) (1952 to 01/03/2018) Current Phone at address (310) 375-3273 (PT)

689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (1952 to 01/03/2018) Current Phone at address (310) 375-3273 (PT)

PO BOX 23824, OAKLAND, CA 94623-0824 (ALAMEDA COUNTY) (1952 to 01/03/2018) Current Phone at address (310) 375-3273 (PT)

Record #2

Business Details G F L INC (Primary) Link Number: 457904495

689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (1963)

Current Phone at address (510) 834-2494 (PT)

### **US CORPORATE AFFILIATIONS**

### Record #1

Incorporation State: CA CARLIN'S COUNTRY GUEST HOME & ROSEN'S, INC. (Primary) Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) Filing Number: C2369689 Filing Office Link Number: 1807680030 Corporation Type: Profit Address Type: Mailing Registration Type: Corporation Verification Date: 09/30/2012 Filing Date: 12/19/2001

### **Corporate Officers and Directors**

DENIS L REBER, Title: Chief Executive Officer 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) DENIS L REBER, Title: Registered Agent 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY)

#### **Corporate Amendments**

Filing Date: 12/01/2008 Reason: Suspended Corporation Description: FRANCHISE TAX BOARD Incorporation Date: 12/19/2001 SUSPENSION Date First Seen: 08/27/2002 Date Last Seen: 10/13/2012 Franchise Tax Board Status: Delinquent Franchise Tax Board Status Date: 12/01/2008 Received Date: 10/02/2012 Filing Office Name: BUSINESS PROGRAMS DIVISION Filing Office Address: 1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY) File Date: 10/16/2012 Sec Status: Suspended

### **LIENS & JUDGMENTS:**

Four records of tax liens recorded against Denise Reber between 2008 and 2015 were identified in liens and judgment databases. Ms. Reber's address of record in the 2015 sales and use tax lien was 689 4<sup>th</sup> St., Oakland, CA. Ms. Reber's address of record in the other three liens was 9812 Hickcock, Dr., Stockton, CA.

### Record #1

Recording Date: 02/11/2015 Tax Lien Date: 01/30/2015 DENISE REBER Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) Filing County: Alameda, CA Lien Issuing Agency: BOARD OF EQUALIZATION Total Lien Amount: \$1,459 Deed Category Type: Placement Damar Document Type: State Tax Lien Tax Lien Serial Lien Certificate Number: BE- 1347095 Kind Of Tax: SALES & USE TAX Tax Period Minimum: 01/01/2004 Tax Period Maximum: 12/31/2009

### Record #2

Recording Date: 04/11/2014 Tax Lien Date: 04/04/2014 DENISE REBER Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) Filing County: Alameda, CA Lien Issuing Agency: BOARD OF EQUALIZATION Total Lien Amount: \$13,787 Deed Category Type: Placement Damar Document Type: State Tax Lien Tax Lien Serial Lien Certificate Number: BE- 1328694 Kind Of Tax: SALES & USE TAX Tax Period Minimum: 01/01/2004 Tax Period Maximum: 12/31/2009

### Record #3

Filing Date: 02/06/2008 Release Date: 11/17/2010 DENISE REBER Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Plaintiff: STATE OF CALIFORNIA Plaintiff: STATE OF CALIFORNIA Filing County: SAN J Filing Type: STATE TAX LIEN RELEASE Total Lien Amount: \$12,255 Alternate Court Case Number: 08033102448 Court: SAN JOAQUIN COUNTY COURT (RD)(CASJQC1) Court Address: 222 W WEBER AVENUE, STOCKTON, CA 95202 (SAN JOAQUIN COUNTY) Court Phone: (209) 468-3939

### Record #4

Filing Date: 06/07/2010 DENISE REBER Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Plaintiff: INTERNAL REVENUE SERVICE Plaintiff: INTERNAL REVENUE SERVICE Filing County: SAN J Filing Type: FEDERAL TAX LIEN Total Lien Amount: \$23,299 Alternate Court Case Number: 662537710 Court: SAN JOAQUIN COUNTY COURT (RD)(CASJQC1) Court Address: 222 W WEBER AVENUE, STOCKTON, CA 95202 (SAN JOAQUIN COUNTY) Court Phone: (209) 468-3939

### **CALIFORNIA SUPERIOR COURT CIVIL RECORDS:**

A search of California Superior Court Civil indexes, available on-line, including Denise Reber's known counties of residence Alameda County (Records #1-7), Sacramento County (Record #8), San Joaquin County (Record #9), Contra Costa County and Santa Clara County identified 12 records filed between 2008 - 2014. Seven filings were in Alameda County, One in Sacramento County and Four in San Joaquin County. All records were searched under Denise Reber and Denise Kendrick. The most recent filing a 4/24/3014 Unlawful Detainer matter in Alameda County, Rodriguez vs Reber. A Writ of Possession was Issued on 12/9/2014 and after Ms. Reber dropped her opposition to execution of the writ, a satisfaction was filed on 2/20/3015.

### Record #1

### Case Number: RG09448046 Title: Citibank (South Dakota) N.A VS Reber

• Case Summary

Case Number:	RG09448046
Title:	Citibank (South Dakota) N.A VS Reber
Case Type:	Civil
Complaint Type:	Collections
Case Subtype:	General Civil
Filing Date:	4/20/2009
Filing Location:	Rene C. Davidson Alameda County Courthouse

• <u>Register of Action</u>

Date	Description	Pages	Price		Select
10/26/2009	Dismissal Court Ordered Without Prejudice Filed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
10/26/2009	Case Management Conference Order Issued	2		View	
10/1/2009	Case Management Statement of Citibank (South Dakota) N.A Filed	4	\$4.00	<u>Half Page</u> <u>Preview</u>	
8/26/2009	Hearing Reset to Case Management Conf Continuance 10/26/2009 09:00 AM D- 25				
8/26/2009	Case Management Conference Order Issued	3		View	
8/24/2009	Case Management Statement of Citibank (South Dakota) N.A Filed	4	\$4.00	<u>Half Page</u> <u>Preview</u>	
4/21/2009	Notice of Assignment of Judge for All Purposes Issued	4	\$4.00	<u>Half Page</u> <u>Preview</u>	
4/21/2009	Initial Case Management Conference 09/08/2009 09:00 AM D- 25	1		View	
4/20/2009	Summons on Complaint Issued and Filed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
4/20/2009	Complaint - Collections Filed	4	\$4.00	<u>Half Page</u> <u>Preview</u>	
4/20/2009	Civil Case Cover Sheet Filed for Citibank (South Dakota) N.A	2	\$2.00	<u>Half Page</u> <u>Preview</u>	

# • Participants

Party Role	Party Name
Attorney	HUNT, MICHAEL S
Defendant	REBER, DENISE
Plaintiff	CITIBANK ( SOUTH DAKOTA) N.A

# Record #2

Case Number:	Title: Creditors Adjustment Bureau, VS Guarantee Fork Lift
RG13699207	Incorpor

• Case Summary

Case Number:	RG13699207
Title:	Creditors Adjustment Bureau, VS Guarantee Fork Lift Incorpor
Case Type:	Civil
Complaint Type:	Breach of Contract/Warranty
Case Subtype:	General Civil
Filing Date:	10/15/2013
Filing Location:	Hayward Hall of Justice

# • <u>Register of Action</u>

Date	Description	Pages	Price		Select
12/8/2017	Acknowledgment of Satisfaction of Judgment - Full Filed	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
6/23/2017	Order of Examination Hearing Dropped from dept: 303 date: 07/07/2017 time: 02:30 PM				
5/30/2017	Order of Examination 07/07/2017 02:30 PM D- 303				
5/30/2017	Civil Order of Examination Issued	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
5/18/2017	Order of Examination Hearing Dropped from dept: 303 date: 06/23/2017 time: 02:30 PM				
4/14/2017	Order of Examination 06/23/2017 02:30 PM D- 303				
4/14/2017	Civil Order of Examination Issued	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
4/11/2017	OEX - Dropped - Neither Side Appearing	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
1/23/2017	Order of Examination 04/11/2017 09:15 AM D- 511				
1/23/2017	Civil Order of Examination Issued	2	\$2.00	<u>Half Page</u> <u>Preview</u>	

Date	Description	Pages	Price		Select
9/12/2016	Order of Examination 12/09/2016 02:30 PM D- 303	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
9/12/2016 4/11/2016	Civil Order of Examination Issued Writ of Execution Issued To Los Angeles				
4/1/2016	Memo of credits interest & costs after judgment Filed for Creditors Adjustment Bureau, Inc.	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
3/14/2016	Judgment Entered	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
3/14/2016	Stipulation and Order Re: Entry of Judgment Granted				
3/8/2016	Dismissal w/o prejudice - partial as to: Does Filed and Entered	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
3/8/2016	Stipulation and Order Re: Entry of Judgment Filed for Creditors Adjustment Bureau, Inc.	10	\$7.50	<u>Half Page</u> <u>Preview</u>	
2/22/2016	Rejection Letter Issued on Judgment Pursuant to Stipulation	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
2/19/2016 1/15/2016	Dismissal w/o prejudice - partial as to: Does Filed and Entered Hearing Reset to Compliance Hearing 06/07/2016 03:30 PM D- 522	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
9/8/2015	Civil Court Trial Hearing Dropped from dept: 522 date: 09/14/2015 time: 08:45 AM				
9/8/2015	Compliance Hearing 06/07/2016 02:00 PM D- 522	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
8/24/2015	Conditional Settlement Entire Action (CRC 3.1385)	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
7/16/2015	Writ of Execution - Satisfied from Sacramento Filed	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
5/19/2015	Writ of Execution Issued To Sacramento				
5/18/2015	Declaration Re Lost Writ Filed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
4/27/2015	Proposed Order Received	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
4/27/2015	Notice of Ruling Filed	4	\$4.00	<u>Half Page</u> <u>Preview</u>	
4/16/2015	Motion to Compel (Motion) Granted	2	\$2.00	<u>Half Page</u> <u>Preview</u>	

Date	Description	Pages	Price		Select
4/16/2015	Civil Law and Motion Hearing Commenced and Completed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
4/16/2015	Motion to Compel (Motion) Granted	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
4/16/2015	Civil Law and Motion Hearing Commenced and Completed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
4/14/2015	Reply Opposition to Pltf's Discovery Motions Filed	10	\$7.50	<u>Half Page</u> <u>Preview</u>	
4/1/2015	Brief Joint Supplemental Brief Filed	28	\$16.50	<u>Half Page</u> <u>Preview</u>	
3/10/2015	Notice of Entry of Order Filed	8	\$6.50	<u>Half Page</u> <u>Preview</u>	
2/27/2015	Writ of Execution Issued To Sacramento				
2/25/2015	Hearing Continued to Civil Law and Motion dept: 522 date: 04/16/2015 time: 02:30 PM				
2/25/2015	Motion to Compel (Motion) - Motion Rescheduled	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
2/25/2015	Civil Law and Motion Hearing Commenced and Continued	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
2/25/2015	Hearing Continued to Civil Law and Motion dept: 522 date: 04/16/2015 time: 02:30 PM				
2/25/2015	Motion to Compel (Motion) - Motion Rescheduled	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
2/25/2015	Civil Law and Motion Hearing Commenced and Continued	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
2/17/2015	Reply in Support of Motion Filed	5	\$5.00	<u>Half Page</u> <u>Preview</u>	
2/6/2015	Opposition to Motion to Compel Responses to RFP Filed	7	\$6.00	<u>Half Page</u> <u>Preview</u>	
2/6/2015	Opposition to Motion to Compel Further Responses to Special ROGS Filed	7	\$6.00	<u>Half Page</u> <u>Preview</u>	
	Motion to Compel (Motion) Filed for Plaintiff	44	\$24.50	<u>Half Page</u> <u>Preview</u>	
12/26/2014	Motion to Compel (Motion) Hearing Confirmed for $02/25/2015$ 02:30 PM D <sub>2</sub> 522				

02/25/2015 02:30 PM D- 522

Date	Description	Pages	Price		Select
12/26/2014	Motion to Compel (Motion) Hearing Confirmed for 02/25/2015 02:30 PM D- 522				
12/26/2014	Motion to Compel (Motion) Filed for Plaintiff	37	\$21.00	<u>Half Page</u> <u>Preview</u>	
Date	Description	Pages	Price		Select
12/8/2014	Notice of Entry of Order Filed	6	\$5.50	<u>Half Page</u> <u>Preview</u>	
11/21/2014	Motion to Compel Further Answers to Interrogatories Granted	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
11/21/2014	Motion to Compel Further Answers to Interrogatories Granted	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
11/20/2014	Motion to Compel Further Answers to Interrogatories Taken Under Submission	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
11/20/2014	Civil Law and Motion Hearing Commenced and Completed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
11/20/2014	Motion to Compel Further Answers to Interrogatories Taken Under Submission	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
11/20/2014	Civil Law and Motion Hearing Commenced and Completed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
11/14/2014	Reply (Joint) to Opposition to Motion to Compel Responses to First Set of Document Requests and Inte	12	\$8.50	<u>Half Page</u> <u>Preview</u>	
11/6/2014	Rejection Letter Issued on Opposition	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
11/6/2014	Rejection Letter Issued on Opposition	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
10/29/2014	Substitution of Attorney Filed for Denise Reber	4	\$4.00	<u>Half Page</u> <u>Preview</u>	
10/28/2014	Civil Court Trial 09/14/2015 08:45 AM D- 522				
10/28/2014	Case Management Conference Order Issued	3		View	
10/28/2014	Case Management Conference Commenced and Completed	1		View	
10/1/2014	Case Management Statement of Creditors Adjustment Bureau, Inc. Filed	7	\$6.00	<u>Half Page</u> <u>Preview</u>	
9/26/2014	Notice of Entry of Judgment Filed	3	\$3.00	<u>Half Page</u> <u>Preview</u>	

Date	Description	Pages	Price		Select
9/17/2014	Hearing Continued to Civil Law and Motion dept: 522 date: 11/20/2014 time: 02:30 PM				
9/17/2014	Motion to Compel Further Answers to Interrogatories - Motion Rescheduled	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
9/17/2014	Civil Law and Motion Hearing Commenced and Continued	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
9/17/2014	Hearing Continued to Civil Law and Motion dept: 522 date: 11/20/2014 time: 02:30 PM				
9/17/2014	Motion to Compel Further Answers to Interrogatories - Motion Rescheduled	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
9/17/2014	Civil Law and Motion Hearing Commenced and Continued	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
9/15/2014	Amended Answer to Complaint Filed for GFL, Inc.	7	\$6.00	<u>Half Page</u> <u>Preview</u>	
9/11/2014	Stipulation Re: Set Aside Default Granted	1	\$1.00	<u>Half Page</u> Preview	
9/4/2014	Stipulation Re: Set Aside Default As To GFL, Inc.	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
8/19/2014	Case Management Conf Continuance 10/28/2014 02:30 PM D- 522				
8/19/2014	Case Management Conference Order Issued	1		View	
8/19/2014	Case Management Conference Commenced and Completed	1		View	
8/15/2014	Notice of of Case Management Order and Futher Case Management Conference Filed	5		View	
8/6/2014	Case Management Statement of GFL, Inc. Filed	8	\$6.50	<u>Half Page</u> <u>Preview</u>	
8/4/2014	Request Re: Default Court Judgment Filed	37	\$21.00	<u>Half Page</u> <u>Preview</u>	
8/4/2014	Dismissal w/o prejudice - partial as to: Does Filed and Entered		\$2.00	<u>Half Page</u> <u>Preview</u>	
7/23/2014	Case Management Statement of Creditors Adjustment Bureau, Inc. Filed	7	\$6.00	<u>Half Page</u> <u>Preview</u>	
7/3/2014	Notice of Entry of Order Filed	5	\$5.00	<u>Half Page</u> <u>Preview</u>	
6/26/2014	Motion to Amend Answer Denied	2	\$2.00	<u>Half Page</u> <u>Preview</u>	

Date	Description	Pages	Price		Select
6/26/2014	Civil Law and Motion Hearing Commenced and Completed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
6/9/2014	Case Management Conf Continuance 08/19/2014 02:30 PM D- 522				
6/9/2014	Case Management Conference Order Issued	2		View	
6/9/2014	Case Management Conference Commenced and Completed	1		View	
6/6/2014	Motion to Compel Further Answers to Interrogatories Filed for Plaintiff	37	\$21.00	<u>Half Page</u> <u>Preview</u>	
6/6/2014	Motion to Compel Further Answers to Interrogatories Hearing Confirmed for 09/17/2014 02:30 PM D- 522				
6/6/2014	Motion to Compel Further Answers to Interrogatories Hearing Confirmed for 09/17/2014 02:30 PM D- 522				
6/6/2014	Motion to Compel Further Answers to Interrogatories Filed for Plaintiff	38	\$21.50	<u>Half Page</u> <u>Preview</u>	
5/23/2014	Case Management Statement of GFL, Inc. Filed	8	\$6.50	<u>Half Page</u> <u>Preview</u>	
5/16/2014	Case Management Statement of Creditors Adjustment Bureau, Inc. Filed	7	\$6.00	<u>Half Page</u> Preview	
5/9/2014	Motion to Amend Answer Hearing Confirmed for 06/26/2014 02:30 PM D- 522				
5/9/2014	Motion to Amend Answer Filed by GFL, Inc.	14	\$9.50	<u>Half Page</u> <u>Preview</u>	
4/9/2014	Hearing Reset to Motion to Amend Answer 06/26/2014 02:30 PM D- 522				
3/28/2014	Motion to Amend Answer Reservation Set for dept: 522 date: 06/18/2014 time: 02:30 PM				
3/6/2014	Request Re: Default Court Judgment (CCP 585) Rejected	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
Date	Description	Pages	Price		Select
3/5/2014	Motion to Strike Answer Hearing Dropped from dept: 522 date: 03/19/2014 time: 02:30 PM				
2/28/2014	Case Management Conf Continuance 06/09/2014 02:30 PM D- 522				
2/28/2014	Case Management Conference Order Issued	1		View	
2/28/2014	Case Management Conference Commenced and Completed	1		View	

Date	Description	Pages	Price		Select
2/24/2014	Dismissal As to Defendant: Guarantee Fork Lift Incorportated Entered				
2/24/2014	Request Re: Dismissal w/o prejudice - partial as to: party Guarantee Fork Lift Incorportated Filed	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
2/24/2014	Case Management Statement of GFL, Inc. Filed	6	\$5.50	<u>Half Page</u> <u>Preview</u>	
2/24/2014	Proof of Service by Mail Filed	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
2/24/2014	Request Re: Default Court Judgment (CCP 585) Filed	25	\$15.00	<u>Half Page</u> <u>Preview</u>	
2/14/2014	Substitution of Attorney Filed for GFL, Inc.	5	\$5.00	<u>Half Page</u> <u>Preview</u>	
2/4/2014	Civil Ex-Parte Hearing Dropped from dept: 522 date: 02/05/2014 time: 02:30 PM				
2/1/2014	Rejection Letter Issued on Entry of Default as to Party	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
1/31/2014	Case Management Statement of Creditors Adjustment Bureau, Inc. Filed	6	\$5.50	<u>Half Page</u> <u>Preview</u>	
1/14/2014	Civil Ex-Parte 02/05/2014 02:30 PM D- 522	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
1/14/2014	Request for Hearing About Court Fee Waiver Order Filed for Denise Reber				
1/13/2014	Request Re: Entry of Default as to Party GFL, Inc. Filed	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
1/13/2014	Motion to Strike Answer Hearing Confirmed for 03/19/2014 02:30 PM D- 522				
1/13/2014	Request Re: Entry of Default as to Party As to GFL, Inc. Entered				
1/13/2014	Motion to Strike Answer Filed for Plaintiff	9	\$7.00	<u>Half Page</u> Preview	
1/9/2014	Request Re: Waive Court Fees As to Denise Reber Denied				
1/6/2014	Rejection Letter Issued on Motion to Strike Answer	1	\$1.00	<u>Half Page</u> Preview	
12/31/2013	Rejection Letter Issued on Entry of Default as to Party	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
11/26/2013 Fee Waiver Hearing 01/07/2014 02:00 PM D- FHO					

Date	Description	Pages	Price		Select
	3 Request Re: Waive Court Fees Hearing Ordered 3 Request Re: Waive Court Fees Filed for Denise Reber				
11/22/2013	3 Answer to Complaint Filed for Denise Reber	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
11/7/2013	Proof of Service on Complaint As to Guarantee Fork Lift Incorporated Filed	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
11/7/2013	Proof of Service on Complaint As to GFL, Inc. Filed	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
10/31/2013	3 Notice of Case Management Conference Filed	3		View	
10/18/2013	3 Court File Transfer to Hayward Hall of Justice				
10/18/2013	3 Notice of Assignment of Judge for All Purposes Issued	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
10/18/2013	Initial Case Management Conference 02/28/2014 02:30 PM D- 522	1		View	
10/15/2013	3 Summons on Complaint Issued and Filed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
10/15/2013	Civil Case Cover Sheet Filed for Creditors Adjustment Bureau, Inc.	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
10/15/2013	3 Complaint Breach of Contract/Warranty Filed	10	\$7.50	<u>Half Page</u> <u>Preview</u>	

# • <u>Participants</u>

Party Role	Party Name
Attorney	FREED, KENNETH J.
Attorney	SIEVING, MICHAEL
Creditor	CREDITORS ADJUSTMENT BUREAU, INC.
Debtor	GFL, INC.
Defendant	GFL, INC.
Defendant	GUARANTEE FORK LIFT INCORPORTATED
Defendant	REBER, DENISE
Plaintiff	CREDITORS ADJUSTMENT BUREAU, INC.

# Record #3

# Case Number: RG14722708 Title: Rodrigues VS Reber

• Case Summary

Case Number:	RG14722708
Title:	Rodrigues VS Reber
Case Type:	Civil
Complaint Type:	Unlawful Detainer
Case Subtype:	General Civil
Filing Date:	4/24/2014
Filing Location:	Rene C. Davidson Alameda County Courthouse

• <u>Register of Action</u>

Date	Description	Pages	Price		Select
2/20/2015	Writ of Possession - Satisfied Filed	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
2/4/2015	Reconsideration Re: Stay of Execution (UD - Possession) Denied	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
2/3/2015	Reconsideration Re: Stay of Execution (UD - Possession) Filed for Denise Kendrick	46	\$25.50	<u>Half Page</u> <u>Preview</u>	
2/3/2015	Application Re: Stay of Execution (UD - Possession) Denied	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
2/3/2015	Declaration in Opposition to Ex-Parte Stay Application Filed by Darlene Rodrigues	14	\$9.50	<u>Half Page</u> <u>Preview</u>	
2/2/2015	Application Re: Stay of Execution (UD - Possession) Filed for Denise Kendrick	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
1/8/2015	Release of Funds Issued and Filed	3	\$3.00	<u>Half Page</u> Preview	

Date	Description	Pages	Price		Select
12/29/2014	Application Re: Stay of Execution (UD - Possession) Conditionally Granted	1	\$1.00	Half Page Preview	
12/29/2014	Civil Ex-Parte Commenced and Completed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
12/24/2014	Opposition to Ex Parte Application for Stay of Eviction Filed	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
12/23/2014	Civil Ex-Parte 12/29/2014 09:00 AM D- 14	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
12/23/2014	Application Re: Stay of Execution (UD - Possession) Filed for Denise Kendrick	44	\$24.50	<u>Half Page</u> <u>Preview</u>	
12/9/2014	Writ of Possession Issued				
12/9/2014	Declaration re fair rental value Filed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
12/9/2014	Dismissal w/o prejudice - partial as to: Does Filed and Entered	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
12/4/2014	Judgment Entered	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
12/4/2014	Judgment Possession Filed	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
12/2/2014	Proof of Service Filed	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
12/2/2014	Application Re: Entry of Judgment Filed for Darlene Rodrigues	19	\$12.00	<u>Half Page</u> <u>Preview</u>	
12/1/2014	Judgment Pursuant to Stipulation Reservation Set for dept: 14 date: 12/04/2014 time: 09:00 AM				
12/1/2014	Substitution of Attorney Filed for Denise Kendrick	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
10/16/2014	Application Re: Judgment Pursuant to Stipulation Denied	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
10/16/2014	Civil Ex-Parte Commenced and Completed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
	Hearing Reset to Civil Ex-Parte 10/16/2014 09:00 AM D- 31 Civil Ex-Parte 10/17/2014 09:00 AM D- 31				
10/15/2014	Angligation Day Indoment Dynamout to Stimulation Filed for	16	\$10.50	Half Page Preview	

Date	Description	Pages	Price		Select
10/14/2014	<sup>4</sup> Judgment Pursuant to Stipulation Reservation Set for dept: 31 date: 10/16/2014 time: 09:00 AM				
6/5/2014	Notice of Settlement Filed for Darlene Rodrigues	8	\$6.50	<u>Half Page</u> Preview	
6/2/2014	Hearing Vacated: Master Jury Trial 06/06/2014 08:45 AM D-1				
6/2/2014	Compliance Hearing 01/15/2015 09:00 AM D- 1				
6/2/2014	Stipulation re Settlement Filed	6	\$5.50	<u>Half Page</u> Preview	
5/19/2014	Hearing Vacated: Unlawful Detainer Court Trial 06/05/2014 09:00 AM D- 109				
5/19/2014	Master Jury Trial 06/06/2014 08:45 AM D- 1	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
5/12/2014	Memo to Set - Counter Filed for Defendant	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
5/12/2014	Unlawful Detainer Court Trial 06/05/2014 09:00 AM D- 109	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
5/7/2014	Memo To Set Filed for Plaintiff	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
4/30/2014	Answer to Complaint Filed for Denise Kendrick	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
4/28/2014	Notice of Delayed Access to UD Case Issued	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
4/24/2014	Summons on Complaint Issued and Filed	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
4/24/2014	Complaint Unlawful Detainer Filed	14	\$9.50	<u>Half Page</u> <u>Preview</u>	
4/24/2014	Civil Case Cover Sheet Filed for Darlene Rodrigues	2	\$2.00	<u>Half Page</u> <u>Preview</u>	

• <u>Participants</u>

Party Role	Party Name
Attorney	HOFFMAN, KIRKMAN J.
Creditor	RODRIGUES , DARLENE

Party Role		Party Name
Debtor	KENDRICK, DENISE	
Defendant	KENDRICK, DENISE	
Plaintiff	RODRIGUES, DARLENE	

# Record #4

# Case Number: RG10501669 Title: FIA Card Services VS Reber

• Case Summary

Case Number:	RG10501669
Title:	FIA Card Services VS Reber
Case Type:	Civil
Complaint Type:	Collections
Case Subtype:	General Civil
Filing Date:	3/2/2010
Filing Location:	Rene C. Davidson Alameda County Courthouse

• <u>Register of Action</u>

Date	Description	Pages	s Price	Selec	rt
8/13/2010	Request Re: Dismissal w/o prejudice - entire action Entered	1			
8/13/2010	Request Re: Dismissal w/o prejudice - entire action Filed	2	\$2.00	Half Page Preview	
3/16/2010	Not Found or Non Service Return Filed	2	\$2.00	Half Page Preview	
3/2/2010	Declaration of Jurisdictional Facts Filed	1	\$1.00	Half Page Preview	
3/2/2010	Summons on Complaint Issued and Filed	1	\$1.00	Half Page Preview	
3/2/2010	Civil Case Cover Sheet Filed for FIA Card Services	2	\$2.00	Half Page Preview	

Date	Description	Pages	s Price	Select
3/2/2010	Complaint - Collections Filed	3	\$3.00 Half Page Preview	<u>v</u>

• <u>Participants</u>

Party Role		Party Name
Attorney	BRACHFELD, ERICA L	
Defendant	REBER, DENISE L.	
Plaintiff	FIA CARD SERVICES N.A.	

# Record #5

# Case Number: RG10507993 Title: FIA Card Services, N.A. VS Reber

• Case Summary

Case Number:	RG10507993
Title:	FIA Card Services, N.A. VS Reber
Case Type:	Civil
Complaint Type:	Collections
Case Subtype:	General Civil
Filing Date:	4/1/2010
Filing Location:	Rene C. Davidson Alameda County Courthouse

• <u>Register of Action</u>

Date	Description	Pages Price	Select
12/13/2010 Reque	st Re: Dismissal w/o prejudice - entire action Enter	red	

Date	Description	Pages	Price		Select
12/13/2010	Request Re: Dismissal w/o prejudice - entire action Filed	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
10/19/2010	Hearing Reset to Case Management Conf Continuance 01/10/2011 08:45 AM D- 21				
10/19/2010	Case Management Conference Order Issued	2		View	
10/4/2010	Case Management Statement of FIA Card Services, N.A. Filed	4	\$4.00	<u>Half Page</u> <u>Preview</u>	
8/17/2010	Hearing Reset to Case Management Conf Continuance 10/20/2010 08:45 AM D- 21				
8/17/2010	Case Management Conference Order Issued	1		View	
8/17/2010	Hearing Reset to Case Management Conf Continuance 10/20/2010 08:45 AM D- 21				
8/17/2010	Case Management Conference Order Issued	1		View	
8/9/2010	Case Management Statement of FIA Card Services, N.A. Filed	4	\$4.00	<u>Half Page</u> <u>Preview</u>	
4/30/2010	Hearing Reset to Initial Case Management Conference 08/23/2010 08:30 AM D- 21	2		View	
4/29/2010	Notice of Judicial Reassignment for All Purposes Issued	5	\$5.00	<u>Half Page</u> <u>Preview</u>	
4/12/2010	Not Found or Non Service Return Filed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
4/7/2010	Notice of Assignment of Judge for All Purposes Issued	4	\$4.00	<u>Half Page</u> <u>Preview</u>	
4/7/2010	Initial Case Management Conference 08/20/2010 09:00 AM D- 23	1		View	
4/1/2010	Summons on Complaint Issued and Filed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
4/1/2010	Civil Case Cover Sheet Filed for FIA Card Seervices, N.A.	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
4/1/2010	Complaint - Collections Filed	3	\$3.00	<u>Half Page</u> <u>Preview</u>	

• <u>Participants</u>

Party Role	Party Name
Attorney	TESSIMOND, ARTHUR
Defendant	REBER, DENISE L.
Plaintiff	FIA CARD SERVICES, N.A.

# Record #6

#### Case Number: RG10525286 Title: Chase Bank USA, N.A. VS Reber

Case Summary ٠

Case Number:	RG10525286
Title:	Chase Bank USA, N.A. VS Reber
Case Type:	Civil
Complaint Type:	Collections
Case Subtype:	General Civil
Filing Date:	7/14/2010
Filing Location:	Rene C. Davidson Alameda County Courthouse

**Register of Action** •

Date	Description	Pages	s Price	Select
7/14/2011	Claim of Exemption - Granted As to PARTY	2	\$2.00 <u>Half Page</u> <u>Preview</u>	
7/14/2011	Civil Law and Motion Hearing Commenced and Completed	1	\$1.00 <u>Half Page</u> <u>Preview</u>	
7/12/2011	Sheriff's Copy of Notice of Opposition to Claim of Exemption Filed for Debtor			

Date	Description	Pages	Price		Select
7/11/2011	Letter from Fax from A/C Sheriff Dept. Received	4	\$4.00	<u>Half Page</u> Preview	
6/24/2011	Claim of Exemption Hearing Confirmed for 07/14/2011 08:30 AM D- 21				
6/24/2011	Notice of Opposition to Claim of Exemption Filed for Creditor				
5/6/2011	Memo of credits interest & costs after judgment Filed for Chase Bank USA, N.A.	2	\$2.00	<u>Half Page</u> Preview	
5/6/2011	Writ of Execution Issued To Alameda				
3/16/2011	Abstract of Judgment Issued				
2/7/2011	Judgment Entered	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
2/7/2011	Notice of Entry of Judgment Filed	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
2/7/2011	Judgment on the Pleadings Filed	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
1/31/2011	Memorandum of Costs (Summary) Filed for Chase Bank USA, N.A.	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
1/31/2011	Proposed Judgment Received	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
1/26/2011	Motion for Judgment on the Pleadings Granted	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
1/26/2011	Civil Law and Motion Hearing Commenced and Completed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
12/27/2010	0 Notice of Change of Firm Address Filed	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
12/27/2010	<sup>0</sup> Motion for Judgment on the Pleadings Hearing Confirmed for 01/26/2011 08:30 AM D- 21				
12/27/2010	0 Motion for Judgment on the Pleadings Filed for Plaintiff	8	\$6.50	<u>Half Page</u> <u>Preview</u>	
12/22/2010	O Case Management Statement of Chase Bank USA, N.A. Filed	5	\$5.00	<u>Half Page</u> <u>Preview</u>	
11/10/2010	0 Substitution of Attorney Filed for Chase Bank USA, N.A.	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
9/29/2010	Rejection Letter Issued on Default and Default Clerk's Judgment (Money)	1	\$1.00	<u>Half Page</u> <u>Preview</u>	

Date	Description	Pages	Price		Select
8/18/2010	Notice of Assignment of Judge for All Purposes Issued	4	\$4.00	<u>Half Page</u> <u>Preview</u>	
8/18/2010	Initial Case Management Conference 02/10/2011 08:30 AM D- 21	1		View	
8/17/2010	Request Re: Waive Court Fees As to Denise L. Reber Granted				
	Request Re: Waive Court Fees Filed for Denise L. Reber				
0,1,,2010				Holf Dogo	
8/17/2010	Answer to Complaint Filed for Denise L. Reber	2	\$2.00	<u>Half Page</u> Preview	
7/07/0010		2	¢2.00	Half Page	_
//2//2010	Proof of Service on Complaint As to Denise L. Reber Filed	3	\$3.00	Preview	
7/14/2010	Summons on Complaint Issued and Filed	1	\$1.00	Half Page	
//14/2010	Summons on Complaint Issued and Thed	1	ψ1.00	Preview	
7/14/2010	Civil Case Cover Sheet Filed for Chase Bank USA, N.A.	2	\$2.00	Half Page	
	· · · · · · · · · · · · · · · · · · ·			<u>Preview</u>	
7/14/2010	Complaint - Collections Filed	7	\$6.00	Half Page	
	1			Preview	

• <u>Participants</u>

Party Role
Attorney
Creditor
Debtor
Defendant
Plaintiff
Attorney Creditor Debtor Defendant

### Record #7

# Case Number: RS11572652 Title: AmeriCare VS Rodrigues

• Case Summary

Case Number:	RS11572652
Title:	AmeriCare VS Rodrigues
Case Type:	Civil
Complaint Type:	Claim of Plaintiff
Case Subtype:	Small Claims
Filing Date:	4/25/2011
Filing Location:	Rene C. Davidson Alameda County Courthouse

• <u>Register of Action</u>

Date	Description	Pages	s Price		Select
1/18/2012	2 Claim of Plaintiff Dismissed	3	\$3.00	<u>Half Page</u> <u>Preview</u>	
1/18/2012	2 Small Claims Court Trial Commenced and Completed	1	\$1.00	<u>Half Page</u> <u>Preview</u>	
8/26/2011	Hearing Postponed to Small Claims Court Trial 01/18/2012 09:00 AM D- 14	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
8/25/2011	Request Re: Postponement Granted	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
8/24/2011	Request Re: Postponement Filed for Darlene Rodrigues	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
5/2/2011	Certified Mail Return Receipt with Proof of Service Filed	1	\$1.00	<u>Half Page</u> Preview	
4/29/2011	Certified Mail Return Receipt with Proof of Service Filed	2	\$2.00	<u>Half Page</u> <u>Preview</u>	
4/25/2011	Small Claims Court Trial 09/09/2011 09:00 AM D- 14				
4/25/2011	Claim of Plaintiff Filed	11	\$8.00	<u>Half Page</u> <u>Preview</u>	

• Participants

Party Role	Party Name	
Defendant	KENDRICK, DENISE	
Defendant	RODRIGUES, DARLENE	
Plaintiff	AMERICARE	

### **Sacramento County**

#### Record #8

**Case Information** 

Case Title Denise Reber vs. Brian Jumawan Case Number 34-2010-00085739-CU-BC-GDS Case Type Breach of Contract/Warranty Filing Date 08/20/2010 Case Category Civil - Unlimited

Subscribe to this case if you want to receive email notifications when new documents are available. If you are an attorney or participant on this case, you will also be able to access the documents for free for 72 hours from the time the notification is sent.

**Participants** 

#### Participant Name Role Represented By

Canlas, Josefa T.	Defendant
Does 1-20	Defendant
Jumawan, Brian	Defendant
Jumawan, Susie	Defendant
Reber, Denise	Plaintiff Bret R Rossi

**Scheduled Hearings** 

### **Event Date Event Time Event Type Department Status**

No Scheduled Hearings Found...

### Register of Actions

Click the Preview button to see a preview of the document. Previewed documents contain every other page, up to a maximum of five pages. To purchase a full version containing all pages, check the checkbox for the document(s) you want and then click the Document Cart link at the top of the page to review your cart / check out.

RO	DA# ROA Entry Filed Date File	d By Pag	es Cart	
11	Proof of Service - MAILING filed. 09/20/2010 Reber, Den	ise(Plaintiff) 2		
10	Case disposed with disposition of Request for Dismissal .	09/21/2010		
9	Case dismissed with disposition of Request for Dismissal .	09/21/2010		
8	Complaint disposed with disposition of Request for Dismissal	. 09/21/2010		
7	Request for Dismissal without Prejudice - Entire Action filed.	09/20/2010 Reb	er, Denise(Plaintiff) 3	
$\Box$				
6	Proof of Service of 30-day Summons & Complaint - Substitute filed.	e 09/16/2010	Reber, Denise(Plaintiff)	3
$\Box$				
5	Case assigned to Department 44.	08/20/201	)	
4	Summons for 30-Day Summons was issued during case initiation 08/20/2010 .	ion on 08/20/2010	)	
3	Civil Case Cover Sheet filed.	08/20/201	) Reber, Denise(Plaintiff)	1
2	Summons filed. 08/20/2010 Reber, Denise(Plaintiff) 2			
$\Box$				
1	Complaint filed. 08/20/2010 Reber, Denise(Plaintiff) 11			

### San Joaquin County

Record #9

#### SEARCH RESULTS

					1 - 4 c
NAME	DOB	SSN	DRIVER	ADDRESS	
Reber-Kendrick, Denise		* * * * * *	* * * * *		
Alias for 🔸 L	ee, Denise				
	STK-CV-UAT-2009-0017653 Conditional Settlement			John Mays vs. Denise Lee	Defendant
Reber, Denise		* * * * * *	*****		
	STK-CV-UBC-	-2008-0010828	Disposed	Denise Reber vs. Lodi RV Center, a California corporation	Plaintiff
Reber, Denise L.		* * * * * *	*****		
	STK-CV-LUDR-2012-0003649		Disposed	Denise L. Reber vs. Joseph Dominguez	Plaintiff
Reber-Kendrick, Denise		* * * * * *	* * * * * *		
	STA-FL-DWO	C-2010-0004214	Disposed	Ardie Kendrick VS Denise Reber- Kendrick	Respondent

### **CALIFORNIA SUPERIOR COURT CRIMINAL RECORDS:**

A search of California Superior Court Criminal indexes, available on-line, including Denise Reber / Kendrick's known counties of residence – Sacramento County, Santa Clara County, Mendocino County and San Joaquin County, identified no records. NOTE: Alameda County and Contra Costa County Criminal Court filings are not available online.

An archived database record identified a 2014 Amador County Traffic filing and a 1992 Santa Clara County Traffic filing pertaining to Denise Kendrick.

Record #1

DENISE LEE REBERKENDRICK LexID: 001234455695 569-29-#### CA Case Filing Date: 08/11/2014 Case Number: 14-TR-084006 County of Origin: AMADOR Data Source: Criminal Court

#### Offenses

NOT SPECIFIED (08/11/2014) Court Case Number: 14-TR-084006 Court Disposition: DISMISSAL AFTER DIVERSION (INCLUDES TRAFStatus:CLOSED (09/26/2014)

### Record #2

DENISE LEE ROSEN LexID: 001234455695 569-29-#### 10/XX/1958 CA Case Filing Date: 10/27/1992 Case Number: C9215117 County of Origin: SANTA\_CLARA Data Source: Criminal Court

#### Offenses

NOT SPECIFIED Court Case Number: C9215117

### **INTERNET SEARCHES:**

Online search engine inquiries and searches of social and professional networking websites identified multiple records under the name Denise Kendrick. Records identified include the following:

<u>Record #1</u>: A Facebook page for Denise Reber which identified herself as the President at GFL, Inc. Her intro stated "Northern California Authorized Capacity Yard Truck Dealer". No residence info was referenced.

<u>Record #2</u>: A LinkedIn page for Denise Reber identifies herself as the President at G.F.L. Inc. in Oakland, CA.

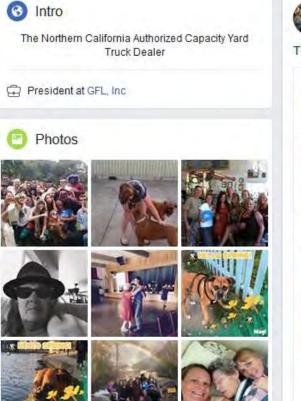
<u>Record #3:</u> A State of California New Motor Vehicle Board protest filed by Guarantee Forklift (GF), president, Denise Rosen-Kendrick, filed 2/27/2013 – Guarantee Forklift, Inc. vs Capacity of Texas, Inc. The protest, in regard to notice of termination of GF's franchise agreement by Capacity of Texeas, Inc. The petition states that GF has been operating for over sixteen years and is located at 689 Fourth St.,

Oakland, CA. A Proof of Service in the matter filed by Ardie W. Kendrick on 2/27/2013 identifies Mr. Kendrick's address as 9812 Hitchcock Dr., Stockton, CA 95209 – See Record #3 below and attached Petition and POS.

### Record #1

From: https://www.facebook.com/denise.reber.5?lst=1059881869%3A1683392306%3A1525278487





-

Denise Reber shared Morning Finance's post. April 30 at 8:50am - @

That's perfect !!!

Morning Finance
 April 27 at 12:11am -

Like Page

\*\*\*

This Is An Extremely Brilliant Way To Pay Off A Mortgage!



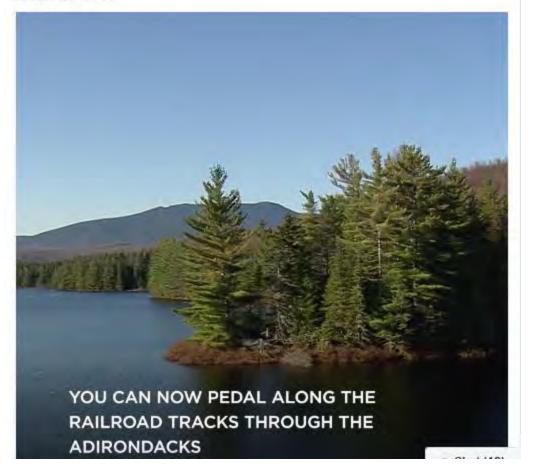
Forget Your 401K (Do This instead) Homeowners Who Have Not Missed A Payment In The Last 3 Years Better Read This...

MORNINGFINANCE.COM

Learn More

Denise Reber shared Delish's video. April 30 at 8:49am - 🛞

Looks like fun!!!

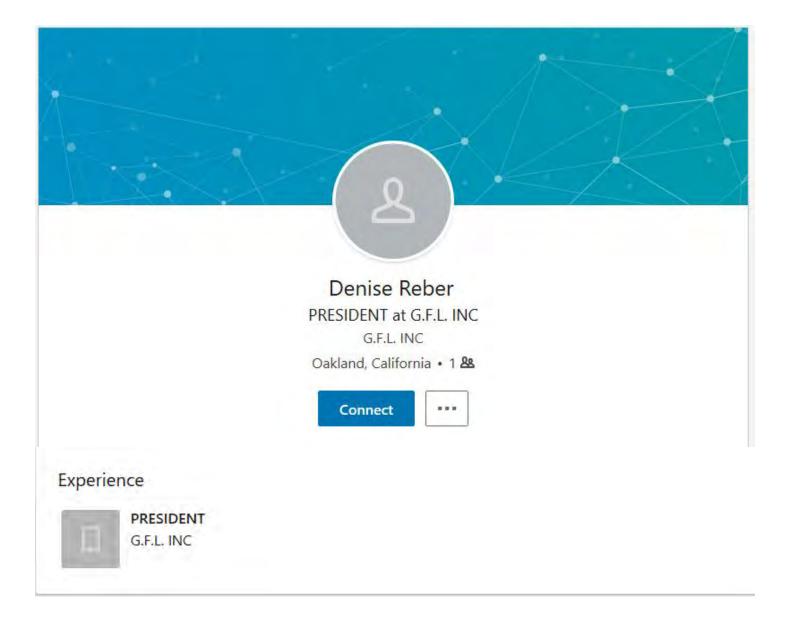


...

Denise Reber shared Davey Hamilton Jr.'s post. April 30 at 8:48am · 🛞 ...



Record #2 From: https://www.linkedin.com/in/denise-reber-a50b3498/



**Record #3 – see attachment (Protest)** 

From: https://www.nmvb.ca.gov/agenda/2014/material/040914s/5a9 Protest.pdf

FEB 27 2013 NEW MOTOR VEHICLE BOARD

Denise L. Rosen- Kendrick G.F.L., Inc 689 Fourth Street Oakland, California 94607 510-834-2494 Fax# 510-835-4442 GFLROSEN a AOLCOM

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In Pro-Per

# PROTEST 3060 Termination ( 60 day notice )

# STATE OF CALIFORNIA

# NEW MOTOR VEHICLE BOARD

In the matter of the protest of: Protest No. PR-2361-13

# **RESIDENT HISTORY FOR 315 HANOVER AVENUE, #301, OAKLAND, CA 94606:**

A Resident History search keyed to 315 Hanover Avenue, #301, Oakland, CA 94606 identified 6 residents currently associated with the address, including Denise Kendrick.

Create a Book with reported dates of 01/01/1997-04/30/2018 Shana Kendrick with reported dates of 09/19/2017-04/30/2018 Samuel Shirakhon with reported dates of 05/23/2014-04/30/2018 Marie Dorothy Magee with reported dates of 07/01/1980-04/30/2018 Denise Kendrick with reported dates of 06/22/2004-04/27/2018 Christina Kayla Kendrick with reported dates of 12/14/2011-04/27/2018

# Database #1

Name	Address	SSN / DOB	Phone
BOOK CREATE A	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606 <b>Reported:</b> 01/01/1997 - 04/30/2018 <b>County:</b> ALAMEDA		
KENDRICK SHANA L	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606 <b>Reported:</b> 09/19/2017 - 04/30/2018 <b>County:</b> ALAMEDA	623-34-2510 Issued: 1990 in CA DOB: 03/08/1990 Age: 28	Cell: (209)559- 4575
SHIRAKHON SAMUEL	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606 <b>Reported:</b> 05/23/2014 - 04/30/2018 <b>County:</b> ALAMEDA		
MAGEE DOROTHY MARIE	6x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 07/01/1980 - 04/30/2018 County: ALAMEDA	565-10-6002 (DECEASED) Issued: 1934-1951 in CA DOB: 05/09/1908 Age: 109	
KENDRICK DENISE L	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606-1361 <b>Reported:</b> 04/27/2018 - 04/27/2018 <b>County:</b> ALAMEDA		
KENDRICK KAYLA CHRISTINA	2x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 12/14/2011 - 04/27/2018 County: ALAMEDA	603-24-7382 Issued: 1989 in CA DOB: 06/13/1988 Age: 29	Cell: (209)352- 1022
REBER DENISE AKA: REBER, DENISE L	2x315 HANOVER AV 301 OAKLAND CA 94606-1361 Reported: 08/08/2011 - 08/08/2011 County: ALAMEDA	569-92-7660 Issued: 1968-1969 in CA DOB: 10/XX/1958 Age: 59	
REBER DENISE L <b>AKA:</b> REBER, D	<b>5</b> x315 HANOVER AVE 301 OAKLAND CA 94606-1361 <b>Reported:</b> 06/22/2004 - 08/08/2011 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (209)745-4380
KENDRICK ARDIE W	<b>6</b> x315 HANOVER AVE 301 OAKLAND CA 94606-1361	561-82-6797 Issued: 1966-1967 in CA DOB: 04/18/1952 Age: 66	

	<b>Reported:</b> 11/30/2005 - 04/07/2008 <b>County:</b> ALAMEDA		
JEAN DAYNA L	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606 <b>Reported:</b> 10/18/2004 - 04/01/2005 <b>County:</b> ALAMEDA	544-08-0205 Issued: 1984 in OR DOB: 02/11/1984 Age: 34	
FARROHI PARISA JULIA <b>AKA:</b> ARROHI, PARISA	<b>5</b> x315 HANOVER AVE 301 OAKLAND CA 94606-1361 <b>Reported:</b> 01/15/2002 - 02/02/2003 <b>County:</b> ALAMEDA	555-67-0906 Issued: 1981-1982 in CA DOB: 07/23/1970 Age: 47	
BUFFINGTON PATRICK J	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606 <b>Reported:</b> 02/05/2002 - 07/04/2002 <b>County:</b> ALAMEDA	035-46-7216 Issued: 1975-1977 in RI DOB: 05/21/1968 Age: 49	
BUFFINGTON PATRICK JAMES	6x315 HANOVER AV 301 OAKLAND CA 94606-1361 Reported: 01/15/2002 - 05/01/2002 County: ALAMEDA	035-42-7216 (DECEASED) Issued: 1973-1974 in RI DOB: 05/21/1968 Age: 49	
FARROHI PARISSA <b>AKA:</b> FARROHI, PARISA J <b>AKA:</b> FARROHI, PARISA JULIA	<b>4</b> x315 HANOVER AV 301 OAKLAND CA 94606-1361 <b>Reported:</b> 01/15/2002 - 01/15/2002 <b>County:</b> ALAMEDA	555-67-0906 Issued: 1981-1982 in CA DOB: 07/23/1970 Age: 47	
JOHNSON KARLA VIDETTE <b>AKA:</b> GONZALES, KARLA	7x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 01/01/1995 - 12/28/2001 County: ALAMEDA	546-02-5831 Issued: 1970 in CA DOB: 04/17/1955 Age: 63	
JOHNSON JANET PALMER <b>AKA:</b> PALMER, JANET M	6x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 07/17/2001 - 07/17/2001 County: ALAMEDA	558-70-5776 Issued: 1963 in CA DOB: 04/28/1947 Age: 71	Landline: (510)524-7801
TSE MISHA M AKA: PAK, MIA AKA: MAR, MISHA M AKA: PAK, MISHA	7x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 11/13/2000 - 11/15/2000 County: ALAMEDA	549-17-6689 Issued: 1972 in CA DOB: 01/21/1962 Age: 56	
PAK MISHA M	2x315 HANOVER AV 301 OAKLAND CA 94606-1361 Reported: 11/13/2000 - 11/13/2000 County: ALAMEDA	549-17-6689 Issued: 1972 in CA DOB: 01/21/1962 Age: 56	

WALLACE SIGNORA H	1x315 HANOVER AVE 301 OAKLAND CA 94606 Reported: 12/18/1997 - 12/18/1997 County: ALAMEDA	572-46-9823 Issued: 1952-1954 in CA DOB: 06/30/1930 Age: 87
CREATE A BOOK	<b>5</b> x315 HANOVER AV 301 OAKLAND CA 94606-1361 <b>Reported:</b> 01/01/1997 - 01/01/1997 <b>County:</b> ALAMEDA	
CHAPPILL RAYFORD W	2x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 02/29/1996 - 12/31/1996 County: ALAMEDA	546-06-3502 Issued: 1971 in CA DOB: 11/10/1956 Age: 61
CHAPPILL DONNA M	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606 <b>Reported:</b> 12/22/1994 - 04/16/1995 <b>County:</b> ALAMEDA	558-41-5606 Issued: 1976 in CA DOB: 06/26/1961 Age: 56
PALMER JANET M	1x315 HANOVER AVE 301 OAKLAND CA 94606-1361 County: ALAMEDA	558-70-5776 Issued: 1963 in CA DOB: 04/28/1947 Age: 71
JOHNSON AKASHA	1x315 HANOVER AVE 301 OAKLAND CA 94606-1361 County: ALAMEDA	546-02-5831 Issued: 1970 in CA DOB: 04/17/1955 Age: 63
JOHNSON-GONZ KARLA V	1x315 HANOVER AVE 301 OAKLAND CA 94606-1361 County: ALAMEDA	546-02-5831 Issued: 1970 in CA DOB: 04/17/1955 Age: 63
LARGO MIA Y	1x315 HANOVER AVE 301 OAKLAND CA 94606-1361 County: ALAMEDA	549-17-6689 Issued: 1972 in CA DOB: 01/21/1962 Age: 56
MAR MISHA M	1x315 HANOVER AVE 301 OAKLAND CA 94606-1361 County: ALAMEDA	549-17-6689 Issued: 1972 in CA DOB: 01/21/1962 Age: 56
GONZALES KARLA V	2x315 HANOVER AVE 301 OAKLAND CA 94606-1361 County: ALAMEDA	546-02-5831 Issued: 1970 in CA DOB: 04/17/1955 Age: 63

## **RESIDENT HISTORY FOR 9812 HICKOCK DRIVE, STOCKTON, CA 95209:**

A Resident History search keyed to 9812 Hickock Drive, Stockton, CA 95209 identified multiple residents currently associated with the address including Denise Reber and Ardie Kendrick.

Linda Combs with reported dates of 07/13/2001-05/02/2018 Maxine Baker with reported dates of 06/01/2002-05/02/2018 Denise Reber with reported dates of 12/31/2006-05/02/2018 Joshua Lacy with reported dates of 11/14/2005-05/02/2018 Monica Christy with reported dates of 02/01/2001-05/02/2018 Ardie Kendrick with reported dates of 02/06/2008-05/02/2018 Angel Cline with reported dates of 12/12/2016-05/02/2018 Wayne Kendrick with reported dates of 07/26/2010-04/26/2018 Jean Dayna with reported dates of 04/15/2010-04/26/2018

Name	Address	SSN / DOB	Phone
COMBS LINDA L	5x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/13/2001 - 05/02/2018 County: SAN JOAQUIN		
BAKER MAXINE R	<b>9</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 06/01/2002 - 05/02/2018 <b>County:</b> SAN JOAQUIN	551-46-9883 (DECEASED) Issued: 1951-1953 in CA DOB: 07/28/1936 Age: 81	Landline: (209)474-7991
MS REBER DENISE L AKA: REBER, D	<b>10</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 12/31/2006 - 05/02/2018 <b>County:</b> SAN JOAQUIN	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (510)834-2494 Landline: (209)957-6068
LACY JOSHUA L	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 11/14/2005 - 05/02/2018 County: SAN JOAQUIN		
CHRISTY MONICA M	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 02/01/2001 - 05/02/2018 County: SAN JOAQUIN	607-36-9403 Issued: 1990 in CA	
KENDRICK ARDIE W	<b>9</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 02/06/2008 - 05/02/2018 <b>County:</b> SAN JOAQUIN	561-82-6797 Issued: 1966-1967 in CA DOB: 04/18/1952 Age: 66	Cell: (209)405- 3100 Landline: (209)957-6068

			Landline: (510)834-1519
CLINE ANGEL ANN	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 12/12/2016 - 05/02/2018 County: SAN JOAQUIN	617-88-4158 Issued: 1996 in CA DOB: 03/12/1996 Age: 22	Cell: (303)917- 7557 Cell: (209)561- 3691
KENDRICK WAYNE A <b>AKA:</b> KENDRICK, ARDIE WAYNE <b>AKA:</b> KENDRICK, ARDIE	<b>5</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 07/26/2010 - 04/26/2018 <b>County:</b> SAN JOAQUIN	561-82-6797 Issued: 1966-1967 in CA DOB: 04/18/1952 Age: 66	Landline: (209)957-6068 Landline: (510)834-1519
DAYNA JEAN L	7x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 04/15/2010 - 04/26/2018 County: SAN JOAQUIN	544-08-0205 Issued: 1984 in OR DOB: 02/11/1984 Age: 34	Landline: (209)475-9986 Cell: (209)210- 7430 Landline: (510)834-1519
MILLER CYNTHIA E JR	<b>4</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 07/13/2001 - 11/15/2017 <b>County:</b> SAN JOAQUIN	549-57-9499 Issued: 1979-1980 in CA DOB: 05/08/1967 Age: 50	
MOORE NORMA L	<b>4</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 11/15/2001 - 05/15/2017 <b>County:</b> SAN JOAQUIN	524-62-8230 Issued: 1963 in CO DOB: 10/12/1926 Age: 91	
SEVERSON RYAN T	<b>9</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 11/01/2002 - 10/15/2016 <b>County:</b> SAN JOAQUIN	559-99-4861 Issued: 1987-1994 in CA DOB: 04/28/1981 Age: 37	Cell: (209)815- 5711 Cell: (209)815- 4753
SEVERSON RYAN	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 12/2014 - 12/2014 County: SAN JOAQUIN	<b>DOB:</b> 12/25/1963 Age: 54	Cell: (209)815- 5711 Cell: (209)815- 4753
KENDRICK SHANA L	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 05/21/2014 - 05/21/2014 County: SAN JOAQUIN	623-34-2510 Issued: 1990 in CA DOB: 03/08/1990 Age: 28	Cell: (209)559- 4575

JEAN DAYNA L <b>AKA:</b> DAYNA, JEAN	5x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 03/04/2009 - 04/02/2013 County: SAN JOAQUIN	544-08-0205 Issued: 1984 in OR DOB: 02/11/1984 Age: 34	Cell: (209)210- 7430 Landline: (209)957-6068 Landline: (209)475-9986 Landline: (510)834-1319
MEDINA FRANK C	6x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/18/2001 - 06/15/2012 County: SAN JOAQUIN	550-19-6768 Issued: 1972-1973 in CA DOB: 12/20/1966 Age: 51	
KENDRICK KAYLA CHRISTINA	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 07/30/2011 - 08/29/2011 County: SAN JOAQUIN	603-24-7382 Issued: 1989 in CA DOB: 06/13/1988 Age: 29	Cell: (209)352- 1022
HAYES KRISTINE D	1x9812 HICKOCK DR STOCKTON CA 95209 <b>Reported:</b> 03/01/1990 - 04/20/2011 <b>County:</b> SAN JOAQUIN	560-79-7356 Issued: 1984 in CA DOB: 11/03/1967 Age: 50	
REBER DENISE	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 01/24/2011 - 01/24/2011 County: SAN JOAQUIN	569-92-7660 Issued: 1968-1969 in CA DOB: 10/XX/1958 Age: 59	
LACY MATTHEW J	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 04/2008 - 04/01/2008 <b>County:</b> SAN JOAQUIN	625-12-2212 Issued: 1988 in CA DOB: 12/01/1987 Age: 30	
PISHOS THOMAS A AKA: THOMASA PISHOS AKA: TOM A PISHOS AKA: THOS A PISHOS	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 01/2007 - 01/10/2007 County: SAN JOAQUIN	373-38-2842 Issued: 1955-1956 in MI DOB: 11/06/1934 Age: 83	
YOUNG YOKO W	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 01/01/1997 - 10/20/2006 <b>County:</b> SAN JOAQUIN	559-86-6608 Issued: 1967-1968 in CA DOB: 02/25/1942 Age: 76	

SEVERSON KRISTIN ROSE <b>AKA:</b> KRISTIN SEVERON <b>AKA:</b> KRISTIN ROSE BYERLY	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 06/2002 - 09/19/2006 County: SAN JOAQUIN	550-79-3574 Issued: 1984 in CA DOB: 07/05/1981 Age: 36	
BYERLY KRISTIN R	6x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 06/17/2002 - 09/19/2006 County: SAN JOAQUIN	550-79-3574 Issued: 1984 in CA DOB: 07/05/1981 Age: 36	
CARLENS COUNTRY GUEST	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/13/2006 - 07/13/2006 County: SAN JOAQUIN		
LACY LARRY L	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 05/29/2002 - 02/21/2006 <b>County:</b> SAN JOAQUIN	561-08-0417 Issued: 1971 in CA DOB: 10/07/1957 Age: 60	
LACY DEBRA J	4x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 05/29/2002 - 01/01/2006 County: SAN JOAQUIN	548-13-5310 Issued: 1972 in CA DOB: 02/19/1959 Age: 59	Landline: (209)474-7991
BYERLY DEBRA J	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 02/25/2004 - 01/01/2006 County: SAN JOAQUIN	548-13-5310 Issued: 1972 in CA DOB: 02/19/1959 Age: 59	Landline: (209)474-7991
GRONEMEYER JEFFREY MICHAEL	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 01/01/1998 - 01/01/2004 County: SAN JOAQUIN	071-62-1334 Issued: 1978-1980 in NY DOB: 11/25/1963 Age: 54	
COLLIER RITA E	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 12/01/1993 - 01/01/2004 County: SAN JOAQUIN	518-66-0278 Issued: 1967-1968 in ID DOB: 04/28/1952 Age: 66	
COLLIER DONALD FREDRICK	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 01/01/1998 - 01/01/2004 County: SAN JOAQUIN	554-66-1441 Issued: 1962-1963 in CA DOB: 09/02/1955 Age: 62	

COMBS LARRY V	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 05/29/1989 - 10/17/2003 County: SAN JOAQUIN	563-84-8567 Issued: 1967 in CA DOB: 01/06/1952 Age: 66	
MACIEL ROBERT DAVID	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 01/03/1990 - 07/19/2003 <b>County:</b> SAN JOAQUIN	570-63-8003 Issued: 1981 in CA DOB: 12/10/1965 Age: 52	
MOORE DONALD G	6x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 11/15/2001 - 12/18/2002 County: SAN JOAQUIN	522-86-8227 Issued: 1970-1971 in CO DOB: 11/14/1957 Age: 60	Landline: (719)346-7551
MOORE FLORIE C	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 01/04/2002 - 12/18/2002 County: SAN JOAQUIN	556-06-8116 Issued: 1971 in CA DOB: 02/03/1956 Age: 62	
BEACH SUZANNE C	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 10/14/2002 - 10/14/2002 County: SAN JOAQUIN	570-25-8558 Issued: 1973 in CA DOB: 10/28/1957 Age: 60	
CHRISTY SUSAN L	4x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 11/26/1998 - 01/21/2002 County: SAN JOAQUIN	560-96-3851 Issued: 1969-1970 in CA DOB: 05/13/1962 Age: 55	Landline: (209)951-1965
BRADFORD ANITA JANE <b>AKA:</b> BRADFORD, A	7x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 10/01/1998 - 11/01/2001 County: SAN JOAQUIN	566-44-8873 Issued: 1951-1952 in CA DOB: 08/16/1935 Age: 82	
DEAN JOSEPH J SR	<b>4</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 04/1986 - 07/19/2001 <b>County:</b> SAN JOAQUIN	451-10-4495 (DECEASED) Issued: 1934-1951 in TX DOB: 07/21/1938 Age: 79	
DEAN JOSEPH J	<b>5</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 06/01/1986 - 07/19/2001 <b>County:</b> SAN JOAQUIN	451-10-4495 (DECEASED) Issued: 1934-1951 in TX DOB: 07/11/1910 Age: 107	
TERESI CARMELLO J AKA: TERESI, CARMELO	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327	557-96-9216 Issued: 1969-1970 in CA DOB: 11/01/1956 Age: 61	

AKA: TERESI, CARMELO J	<b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> SAN JOAQUIN		
TERESI CARMELO J	<b>4</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> SAN JOAQUIN	557-96-9216 Issued: 1969-1970 in CA DOB: 11/01/1956 Age: 61	
JONES KIMBERLY R	<b>5</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> SAN JOAQUIN	557-55-9691 Issued: 1979 in CA DOB: 10/15/1968 Age: 49	
TERESI CARMELO J	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/18/2001 - 07/18/2001 County: SAN JOAQUIN	557-96-9216 Issued: 1969-1970 in CA DOB: 05/25/1956 Age: 61	
KONTOS PRISCILLA LEE AKA: COBERLY, PRISCILLA L	6x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 11/01/1995 - 07/18/2001 County: SAN JOAQUIN	551-15-6451 Issued: 1972 in CA DOB: 04/23/1956 Age: 62	
JONES KIMBERLY R	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 09/11/1992 - 07/18/2001 <b>County:</b> SAN JOAQUIN	557-55-9691 Issued: 1979 in CA DOB: 10/13/1968 Age: 49	
MILLER EDWIN H JR	<b>5</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 10/01/1989 - 07/18/2001 <b>County:</b> SAN JOAQUIN	201-58-1624 Issued: 1978-1980 in PA DOB: 05/01/1963 Age: 55	
MILLER CYNTHIA E 00 AKA: MILLER, CYNTHIA ELAINE	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/18/2001 - 07/18/2001 County: SAN JOAQUIN	549-57-9499 Issued: 1979-1980 in CA DOB: 05/15/1967 Age: 50	
SMITH CYNTHIA E	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 07/13/2001 - 07/13/2001 <b>County:</b> SAN JOAQUIN	<b>DOB:</b> 05/08/1967 Age: 50	
BRADFORD ANITA J	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/2001 - 07/2001 County: SAN JOAQUIN	560-54-1205 Issued: 1956-1957 in CA DOB: 08/16/1935 Age: 82	Landline: (209)951-1965

VARGAS TROY E	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 12/14/1992 - 11/13/2000 <b>County:</b> SAN JOAQUIN	566-23-7401 Issued: 1973 in CA DOB: 02/21/1958 Age: 60
SOUZAMACIEL BOB	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> SAN JOAQUIN	570-63-8003 Issued: 1981 in CA DOB: 12/10/1965 Age: 52
VARGAS TROY E	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> SAN JOAQUIN	566-23-7401 Issued: 1973 in CA DOB: 09/01/1959 Age: 58
MACIEL BOB D	<b>4</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> SAN JOAQUIN	570-63-8003 Issued: 1981 in CA DOB: 12/10/1965 Age: 52
BABERS BILL	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 06/22/1992 - 08/05/1998 County: SAN JOAQUIN	572-88-5795 Issued: 1968 in CA DOB: 09/29/1952 Age: 65
TERESI PAMELA S	5x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 12/1997 - 05/28/1998 County: SAN JOAQUIN	569-86-1521 Issued: 1967-1968 in CA DOB: 08/05/1959 Age: 58
KONTOS PRISCILLA L	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 05/1997 - 05/1997 County: SAN JOAQUIN	571-49-6610 Issued: 1978 in CA
MACIELSOUZA BOB D	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 09/30/1996 - 09/30/1996 County: SAN JOAQUIN	570-63-8003 Issued: 1981 in CA DOB: 12/10/1965 Age: 52
YOUNG WILLIAM J	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 06/1996 - 06/1996 County: SAN JOAQUIN	
COBERLY PRISCILLA L	1x9812 HICKOCK DR STOCKTON CA 95209-1327	551-15-6451 Issued: 1972 in CA DOB: 04/23/1956 Age: 62

	<b>Reported:</b> 11/01/1995 - 11/01/1995 <b>County:</b> SAN JOAQUIN		
FORD EDNA P	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209 <b>Reported:</b> 03/1994 - 03/01/1994 <b>County:</b> SAN JOAQUIN	306-18-3542 (DECEASED) Issued: 1934-1951 in IN DOB: 07/01/1911 Age: 106	
FORD E PAULINE	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 03/01/1994 - 03/01/1994 County: SAN JOAQUIN	306-18-3542 (DECEASED) Issued: 1934-1951 in IN DOB: 09/1979 Age: 38	
FORD EDNA P	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 03/01/1994 - 03/01/1994 County: SAN JOAQUIN	306-18-3542 (DECEASED) Issued: 1934-1951 in IN DOB: 09/1979 Age: 38	
MILLER EDWIN H	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 06/30/1980 - 12/01/1993 County: SAN JOAQUIN	530-03-5942 (DECEASED) Issued: 1934-1951 in NV DOB: 07/09/1921 Age: 96	
MILLER ALBERTA A	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 06/30/1980 - 12/01/1993 County: SAN JOAQUIN	560-54-4331 Issued: 1956-1957 in CA DOB: 07/21/1941 Age: 76	
HAYES KRISTENE D	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 02/02/1991 - 02/02/1991 County: SAN JOAQUIN	560-79-7356 Issued: 1984 in CA DOB: 11/03/1967 Age: 50	
JOHNSON KRISTINE	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 02/02/1991 - 02/02/1991 County: SAN JOAQUIN	560-79-7356 Issued: 1984 in CA DOB: 11/03/1967 Age: 50	
VONHURST CHRISTINE	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 02/02/1991 - 02/02/1991 County: SAN JOAQUIN	560-79-7356 Issued: 1984 in CA DOB: 11/03/1967 Age: 50	
SALINAS KRISTINE	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 02/02/1991 - 02/02/1991 County: SAN JOAQUIN	560-79-7356 Issued: 1984 in CA DOB: 11/03/1967 Age: 50	

CLARK MARY C	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 03/01/1984 - 03/01/1984 County: SAN JOAQUIN	356-42-6281 Issued: 1965-1966 in IL DOB: 12/31/1949 Age: 68
CLARK CRAIG S	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 03/01/1984 - 03/01/1984 County: SAN JOAQUIN	356-42-5131 Issued: 1965-1966 in IL DOB: 06/17/1949 Age: 68
KENDRICK SHANA	1x9812 HICKOCK DR STOCKTON CA 95209 County: SAN JOAQUIN	DOB: 08/1991 Age: 26
RUBINGER KAREN	1x9812 HICKOCK DR STOCKTON CA 95209-1327 County: SAN JOAQUIN	518-66-0278 Issued: 1967-1968 in ID DOB: 04/28/1952 Age: 66
JONES KIM R	1x9812 HICKOCK DR STOCKTON CA 95209-1327 County: SAN JOAQUIN	<b>DOB:</b> 10/1968 <b>Age:</b> 49

# Exhibit 7

### October 2, 2018

## Re: Kendrick, Ardie & Denise - 315 Hanover #301

## DATA SEARCHES RE: DENISE L KENDRICK aka DENISE L REBER aka DENISE KENDRICK aka DENISE ROSEN REBER aka DENISE L ROSEN-REBER DOB: 10/XX/1958 SSN: 569-29-XXXX

## **SUMMARY:**

An updated review of Address History, Property Ownership, Voter Registration and Internet/Social Media records for Denise L. Reber continued to find Ms. Reber-Kendrick's residence to be the property she owns at 9812 Hickock Drive, Stockton, CA. The one updated finding was that since 4/30/2018 Ms. Reber-Kendrick had transferred her voter registration from 112 Estates Drive, Piedmont, CA to 689 4<sup>th</sup> St., Oakland, CA 94607 to 689 4<sup>th</sup> St. Oakland, CA 94607. 689 4<sup>th</sup> St., Oakland is not a residence address, but rather is a commercial address with a long association with Denise Reber-Kendrick and her husband, Ardie Kendrick's, business interests (see Denise Kendrick 4/30/2018 and Ardie Kendrick 6/14/2018 reports). No record was identified associating Ms. Kendrick with 315 Hanover Ave, Oakland, CA.

# ADDRESS HISTORY

A review of findings in three address history databases for Denise Kendrick identified the same three addresses as reported as current on 4/30/2018: 1) The subject address, 315 Hanover Avenue, Oakland, CA (09/1995-09/2018); a second address – 9812 Hickock Drive, Stockton, CA (12/31/2006-10/02/2018); and a third address – PO Box 23824, Oakland, CA (12/2014-04/2018). The November 2017 initial reporting date for the 9812 Hickock Drive, Stockton, CA address is much more recent than the 9/1995 initial reporting dates for the subject property, indicating that Denise Kendrick's residency at 9740 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely her current residence.

NOTE: A fourth address is also reported as relatively current in one database for Ms. Kendrick - 9740 Hickock Drive, Stockton, CA (11/09/2017-04/30/2018). This address is believed to be a database error, as it does not appear in any other databases reviewed, either for Ms. Kendrick, or her husband Ardie Kendrick.

## Database #1

PO BOX 23824, OAKLAND, CA 94623-0824 (ALAMEDA COUNTY) (12/2014 to 10/02/2018)

9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) (12/31/2006 to 09/05/2018)

9740 HICKOCK DR, STOCKTON, CA 95209-1325 (SAN JOAQUIN COUNTY) (06/28/2018 to 06/28/2018)

689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (04/01/1997 to 10/19/2017) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (06/22/2004 to 10/14/2017)

315 HANOVER AVE, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (09/1995 to 09/12/2014) 315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (09/1995 to 06/16/2011)

763 25TH AVE, SAN FRANCISCO, CA 94121-3611 (SAN FRANCISCO COUNTY) (10/31/2014 to 11/2014)

PO BOX 19, BOONVILLE, CA 95415-0019 (MENDOCINO COUNTY) (03/01/2013 to 03/12/2013) 100 BAY PL, OAKLAND, CA 94610-4422 (ALAMEDA COUNTY) (10/2011 to 10/02/2011) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) (03/2006 to 11/2009)

1450 TREAT BLVD, WALNUT CREEK, CA 94597-2168 (CONTRA COSTA COUNTY) (10/2009 to 10/20/2009)

11082 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (01/15/2004 to 10/2004)

11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (02/01/2000 to 06/2004)

112 ESTATES DR, PIEDMONT, CA 94611-3314 (ALAMEDA COUNTY) (12/1994 to 01/23/2003) 112 ESTATES DR # 11, PIEDMONT, CA 94611-3314 (ALAMEDA COUNTY) (12/16/1996 to 12/16/1996)

699 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (03/08/2001 to 03/08/2001) 120 BURLWOOD DR, SCOTTS VALLEY, CA 95066-3702 (SANTA CRUZ COUNTY) (10/01/1996 to 10/01/2000)

2050 GLENROB AVE, UKIAH, CA 95482-6008 (MENDOCINO COUNTY) (08/29/2000 to 08/29/2000)

12801 FAIR OAKS BLVD APT 269, CITRUS HEIGHTS, CA 95610-5179 (SACRAMENTO COUNTY) (04/01/1997 to 04/08/1997)

13153 PFEIFLE AVE, SAN JOSE, CA 95111-3329 (SANTA CLARA COUNTY) (09/17/1996 to 09/17/1996)

18603 N HIGHWAY 1 # 2, FORT BRAGG, CA 95437-8759 (MENDOCINO COUNTY) (09/13/1996 to 09/13/1996)

1429 SHERMAN ST, ALAMEDA, CA 94501-7415 (ALAMEDA COUNTY) (10/01/1994 to 10/01/1994)

# Database #2

315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Sep 1995 - Sep 2018)

9812 HICKOCK DR, STOCKTON, CA 95209-1327, SAN JOAQUIN COUNTY (Jul 2006 - 2016) 689 4TH ST, OAKLAND, CA 94607-3556, ALAMEDA COUNTY (Jul 1997 - Jun 2015) 699 4TH ST, OAKLAND, CA 94607-3556, ALAMEDA COUNTY (Jun 2014 - Mar 2015) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155, SAN JOAQUIN COUNTY (Dec 2005 - Sep 2012)

315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Feb 2011 - Aug 2011)

11082 TWIN CITIES RD, GALT, CA 95632-8404, SACRAMENTO COUNTY (Feb 2005 - 2006) 11098 TWIN CITIES RD, GALT, CA 95632-8404, SACRAMENTO COUNTY (Feb 2002 - Apr 2004) 215 HANOVER AVE, OAKLAND, CA 94606-1263, ALAMEDA COUNTY (Mar 1998 - Mar 2004) 112 ESTATES DR, PIEDMONT, CA 94611-3314, ALAMEDA COUNTY (Jan 1983 - Jan 2003) 20090 ALMADEN RD, SAN JOSE, CA 95120-3503, SANTA CLARA COUNTY (Jul 1992 - Jun 2001) PO BOX 381, TWAIN HARTE, CA 95383-0381, TUOLUMNE COUNTY (Feb 1985 - Jan 1997) 1429 SHERMAN ST APT, ALAMEDA, CA 94501-7415, ALAMEDA COUNTY (Oct 1994) 2054 GLENROB AVE, UKIAH, CA 95482-6008, MENDOCINO COUNTY (Feb 1994) 18603 N HWY APT, FORT BRAGG, CA 95437, MENDOCINO COUNTY (Jul 1993) 18603 N HIGHWAY ONE 265, FORT BRAGG, CA 95437, MENDOCINO COUNTY (May 1993) 505 HILLSDALE AVE, SAN JOSE, CA 95136-1202, SANTA CLARA COUNTY (Aug 1991 - Apr 1993) 2064 GLENROB AVE, UKIAH, CA 95482-6008, MENDOCINO COUNTY (Jul 1992 - Dec 1992) 19300 SUSAN WAY, SONORA, CA 95370-9209, TUOLUMNE COUNTY (Aug 1987 - Dec 1992) PO BOX C, TWAIN HARTE, CA 95383-1796, TUOLUMNE COUNTY (Oct 1984 - Dec 1992) 16863 BIG HILL RD, SONORA, CA 95370-9552, TUOLUMNE COUNTY (Jan 1982 - Nov 1992) 116 MUIRFIELD DR, SAN JOSE, CA 95116-2612, SANTA CLARA COUNTY (Dec 1991) 1130 NW 14TH ST, BEND, OR 97701-2102, DESCHUTES COUNTY (Jul 1987 - Dec 1990) 19330 SUSAN WAY, SONORA, CA 95370-9209, TUOLUMNE COUNTY (Aug 1987 - Aug 1989) PO BOX 208, MERIDIAN, ID 83680-0208, ADA COUNTY (Jan 1988 - Apr 1989) PO BOX 850, MELVILLE, NY 11747, SUFFOLK COUNTY (Apr 1984 - Apr 1986) 3815 S CARBONDALE ST, MERIDIAN, ID 83642-6978, ADA COUNTY (Jan 1982 - Apr 1986) PO BOX 942, ASHLAND, OR 97520-0032, JACKSON COUNTY (Apr 1984 - Apr 1985) PO BOX 3731, EUGENE, OR 97403-0731, LANE COUNTY (Apr 1984 - Apr 1985) 4595 FOX HOLLOW RD, EUGENE, OR 97405-3997, LANE COUNTY (Apr 1984 - Apr 1985) 2050 GLENROB AVE, UKIAH, CA 95482-6008, MENDOCINO COUNTY (Jan 1983 - Apr 1985) PO BOX C381, TWAIN HARTE, CA 95383-0380, TUOLUMNE COUNTY (Oct 1984) 3485 E AMAZON DR, EUGENE, OR 97405-3817, LANE COUNTY (Aug 1984) 270 MOWETZA DR, ASHLAND, OR 97520-8761, JACKSON COUNTY (Apr 1984) PO BOX 373, EUGENE, OR 97440-0373, LANE COUNTY (Apr 1984) 728 W 10TH AVE, EUGENE, OR 97402-5208, LANE COUNTY (Apr 1984) 731 W 11TH AVE APT, EUGENE, OR 97402-5382, LANE COUNTY (Apr 1984) 18603 N HWY APT, FORT BRAGG, CA 95437, MENDOCINO COUNTY 9812 HICKOCK DR, LOCKEFORD, CA 95237, SAN JOAOUIN COUNTY

#### Database #3

Name	Address	SSN / DOB	Phone
MS REBER DENISE L AKA: REBER, D	9x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 12/31/2006 - 10/02/2018 County: SAN JOAQUIN	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (510)834- 2494 Landline: (209)957- 6068
MS REBER DENISE L	<b>16</b> x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 10/1998 - 09/30/2018 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (209)957- 6068 Landline: (510)834- 1519 Cell: (510)205-8050 Landline: (510)834- 2494 Landline: (510)835- 4442 Landline: (510)451- 1928
MS REBER DENISE L <b>AKA:</b> REBER, D	<b>13</b> x315 HANOVER AVE 301 OAKLAND CA 94606-1361 <b>Reported:</b> 04/01/1997 - 10/15/2016 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (510)834- 1519 Landline: (510)451- 1928 Landline: (209)745- 4380
MS REBER DENISE L	1x23824 PO BOX OAKLAND CA 94623 Reported: 12/24/2014 - 12/24/2014 County: ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (209)957- 6068 Landline: (510)834- 1519
MS REBER DENISE L	<b>1</b> x763 25TH AVE SAN FRANCISCO CA 94121 <b>Reported:</b> 10/31/2014 - 12/10/2014 <b>County:</b> SAN FRANCISCO	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
MS REBER DENISE L	<b>1</b> x19 PO BOX BOONVILLE CA 95415 <b>Reported:</b> 03/12/2013 - 03/13/2013 <b>County:</b> Mendocino	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
MS REBER DENISE L	7x6106 HARRISBURG PL STOCKTON CA 95207-4155 Reported: 11/30/2005 - 10/08/2012 County: SAN JOAQUIN	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	

MS REBER DENISE L	<b>1</b> x4234 PINEHURST CIR CA9521 STOCKTON CA 95219 <b>Reported:</b> 08/30/2012 - 08/30/2012 <b>County:</b> SAN JOAQUIN	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
MS REBER DENISE L	1x100 BAY PL OAKLAND CA 94610 Reported: 10/06/2011 - 10/06/2011 County: ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
MS REBER DENISE L	<b>1</b> x1429 SHERMAN ST ALAMEDA CA 94501 <b>Reported:</b> 10/01/1994 - 09/15/2011 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
KEBER DENISE L	<b>1</b> x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 01/25/2011 - 01/25/2011 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Cell: (510)205-8050
MS REBER DENISE L	1x100 LOCUST DR VALLEJO CA 94591 Reported: 04/30/2009 - 04/30/2009 County: SOLANO	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
MS REBER DENISE L <b>AKA:</b> REBER, D	<b>10</b> x11098 TWIN CITIES RD GALT CA 95632-8404 <b>Reported:</b> 02/01/2000 - 02/25/2004 <b>County:</b> SACRAMENTO	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (209)745- 4380
MS REBER DENISE L	7x112 ESTATES DR PIEDMONT CA 94611-3314 Reported: 12/17/1994 - 08/28/2001 County: ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	Landline: (510)834- 2494
REBER DENISE L	<b>1</b> x112 ESTATES DR OAKLAND CA 94611 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 03/01/1959 Age: 59	
MS REBER DENISE L	1x2050 GLENROB AVE UKIAH CA 95482 Reported: 08/29/2000 - 08/29/2000 County: MENDOCINO	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	
REBER DENISE L	1x689 4TH ST OAKLAND CA 94607	569-29-XXXX Issued: 1974 in CA DOB: 03/01/1959 Age: 59	

	<b>Reported:</b> 02/01/2000 - 02/01/2000 <b>County:</b> ALAMEDA		
REBER DENISE L	<b>1</b> x315 HANOVER AV 101 OAKLAND CA 94606 <b>Reported:</b> 04/01/1997 - 04/01/1997 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 03/01/1959 Age: 59	
MS REBER DENISE L	<b>1</b> x505 HILLSDALE AVE SAN JOSE CA 95136 <b>Reported:</b> 07/31/1991 - 01/29/1992 <b>County:</b> SANTA CLARA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 59	

# **REAL PROPERTY OWNERSHIP RECORDS**

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified one record of current property ownership associated with Denise Reber, the single-family residence located at 9812 Hickock Dr., Stockton, CA 95209 (Record # 1). On May 10, 2018 and on October 2, 2018 a call to the San Joaquin County Assessor's Office confirmed the following information as current: Denise L. Reber is the current property owner, a HOEX is on file under and the Assessor's tax mailing address of record is the same as the property address.

San Joaquin County Assessor's office also confirmed Richard & Susan Martegani as the current property owners of 9740 Hickock Drive, Stockton, CA.

## Record #1

Purchase Date: 05/23/2006	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Homestead APN: 072-170-30 APN Sequence Number: 001 Date Subject First Seen as Owner: 05/23/2006 Date Subject Last Seen as Owner: 2017 Subdivision Name: WESTERN VALLEY ESTATES Legal Description: TRACT 1278 LOT 257 Building Square Feet: 2,226 Living Square Feet: 2,226 Land Square Feet: 6,292 Year Built: 1978	Latest Tax Roll/Assessment Information Tax Year: 2016 Tax Amount: \$2,927.50 Assessed Year: 2017 Assessed Value: \$283,000 Sale Date: 05/23/2006 Sale Amount: \$379,000 Document Number: 150629 Total Value: \$283,000 Land Value: \$113,000 Improvement Value: \$170,000 Bedrooms: 4 Baths: 3
Most Current Ownership Information - 05/23/2006	
Owner: DENISE L REBER	Mortgage

Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556	Lender: MORTGAGE ELECTRONIC REGISTRATIMortgage
(ALAMEDA COUNTY)	Amount: <b>\$303,200</b>
Seller: YOUNG WILLIAM J & YOKO	Mortgage Loan Type: Conventional
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	Mortgage Date: 07/07/2006
COUNTY)	Mortgage Interest Rate Type: Adjustable
Owner Ownership Rights: Separate Property	
Owner Relationship Type: Married Woman	Mortgage
Sale Date: 05/23/2006	Lender: BANK OF AMERICAMortgage Amount: \$303,200
Sale Code: Full Value	Mortgage Loan Type: Conventional
Sale Amount: \$379,000	Mortgage Date: 07/07/2006
Absentee Indicator: Situs Address Taken From Sales Transaction	Mortgage Interest Rate Type: Adjustable
- Determined Absentee Owner	
Deed Sec Cat: Residential (Modeled)	Mortgage
Universal Land Use: Single Family Residence	Lender: MORTGAGE ELECTRONIC REGISTRATIMortgage
Property Indicator: Single Family Residence/Townhouse	Amount: \$303,200
Resale New Construction: Resale	Mortgage Loan Type: Conventional
Residential Model Indicator: Based On Zip Code and Value	Mortgage Date: 07/07/2006
Property is Residential	Mortgage Interest Rate Type: Adjustable
	Mortgage
	Mortgage Amount: \$303,200
	Mortgage Loan Type: Conventional
	Mortgage Date: 07/07/2006
	Mortgage Interest Rate Type: Adjustable
	Mortgage
	Lender: BAC HM LNS SVCNG LPMortgage Amount: \$303,200
	Mortgage Loan Type: Conventional
	Mortgage Date: 07/07/2006
	Mortgage Interest Rate Type: Adjustable
	Mortgage
	Lender: NATIONS FIRST LNDG INCMortgage Amount: \$303,200
	Mortgage Interest Rate: 1.2500%
	Mortgage Loan Type: Conventional
	Mortgage Deed Type: Deed of Trust
	Mortgage Term: 30 Years
	Second Mortgage Amount: \$37,900
	Second Mortgage Loan Type: CNV
	Second Mortgage Deed Type: TR
	Mortgage Date: 07/07/2006
	Mortgage Due Date: 08/01/2036
	Mtg Sec Cat: CNV, Adjustable, Conforming
	Mortgage Interest Rate Type: Adjustable
	Mongage morest hate Type. Aujustable

#### Previous Ownership Information - 07/06/2006

Owner: DENISE REBER	Mortgage
Owner: HOME GUEST CARLENS COUNTRY	No Mortgage
Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556	
(ALAMEDA COUNTY)	
Seller: ARDIE W KENDRICK	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Separate Property	
Owner Relationship Type: Married Woman	
Sale Date: 07/06/2006	
Sale Code: Sale Price (Partial)	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Interfamily Transfer, Resale, Cash Purchase,	

Previous Ownership Information - 05/23/2006

Owner: DENISE L REBER Mailing Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Seller: YOUNG WILLIAM J & YOKO 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Separate Estate/Property Owner Ownership Type: Married Woman Sale Date: 05/23/2006 Sale Code: Full Value Sale Amount: \$379,000 Absentee Indicator: Owner Occupied Universal Land Use: Single Family Residence Property Indicator: Single Family Residence Residential Model Indicator: Property is Residential	
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#### **Previous Ownership Information**

Owner: YOUNG WILLIAM J & YOKO TRUSTEE	Mortgage Information not available
Owner: UDT	
Mailing Address: 628 CENTRAL AVE, TRACY, CA 95376-4102	
(SAN JOAQUIN COUNTY)	
Seller: PISHOS THOMAS A & BONNIE TRUSTEES & PIS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Trustee	
Business Name: YOUNG WILLIAM J & YOKO TRUSTEE	
Sale Code: Sale Price (Full)	
Sale Amount: <b>\$140,000</b>	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Resale	
Property Indicator: Miscellaneous	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	

Previous Ownership Information		
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Deed Sec Cat: Resale Property Indicator: Miscellaneous Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Mortgage Information not available	

#### **Previous Ownership Information**

Owner: THOMAS PISHOS Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN JOAQUIN COUNTY) Seller: THOMAS PISHOS Seller: B PISHOS 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Relationship Type: Husband/Wife Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Interfamily Transfer, Resale Property Indicator: Miscellaneous Inter Family: Yes Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Mortgage Information not available
---	------------------------------------

#### Previous Ownership Information

Owner: THOMAS & BONNIE PISHOS TE	Mortgage Information not available
Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN	
JOAQUIN COUNTY)	
Seller: THOMAS PISHOS	
Seller: BONNIE PISHOS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Personal Trust	
Business Name: THOMAS & BONNIE PISHOS TE	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Interfamily Transfer, Resale	
Property Indicator: Miscellaneous	
Inter Family: Yes	
Resale New Construction: Resale	
Resale New Construction: Resale	

Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	

#### **Previous Ownership Information**

Owner: PATRICIA GRAHAM Owner: MICHAEL KLEIN Mailing Address: 1433 WEBSTER ST, OAKLAND, CA 94612-3203 (ALAMEDA COUNTY) 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner	Mortgage Information not available
Deed Sec Cat: <b>Resale</b> Property Indicator: <b>Miscellaneous</b> Resale New Construction: <b>Resale</b>	
Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	

# **VOTER REGSISTRATION RECORDS:**

An updated review of voter registration found that Ms. Reber-Kendrick had transferred her address of record since the last review on 4/30/2018 from 112 Estates Drive, Piedmont, CA to 689 4<sup>th</sup> St., Oakland, CA 94607 to 689 4<sup>th</sup> St. Oakland, CA 94607. 689 4<sup>th</sup> St., Oakland is not a residence address, but rather is a commercial address with a long association with Denise Reber-Kendrick and her husband, Ardie Kendrick's, business interests (see Denise Kendrick 4/30/2018 and Ardie Kendrick 6/14/2018 reports). No record was identified associating Ms. Kendrick with 315 Hanover Ave, Oakland, CA.

Record #1:

From: https://www.acgov.org/alco\_ssl\_app/rov/voter\_info/voter\_profile.jsp?formLanguage=E



## Error: Invalid Login

Unfortunately, we could not verify your voter registration based upon the information you provided. Please check the information you entered. The birth date, and drivers license number/SSN number must be valid. You must be a registered voter, in order for the information to be found.

If you believe that the information you entered is accurate, please contact Registrar of Voters Office via <u>email</u> or by phone at 510 272-6973 to verify your voter registration

Birth Date (example, <b>01/01/1900</b> )	10/22/1958
California Driver License/California ID:	
Last 4 digits of your Social Security Number:	7660

# From: <u>https://voterstatus.sos.ca.gov/</u> My Voter Status

Personal Information	
First name	DENISE
Last name	REBERKENDRICK
Your preferred language to receive election material is	ENGLISH
Address where you are registered to vote	689 4TH ST OAKLAND 94607
Your political party preference is	NO PARTY PREFERENCE
You are registered as a permanent vote-by-mail voter	YES
You are registered to vote in	ALAMEDA COUNTY
	County website: http://www.acgov.org/rov 🗗
	County phone: 510-272-6933

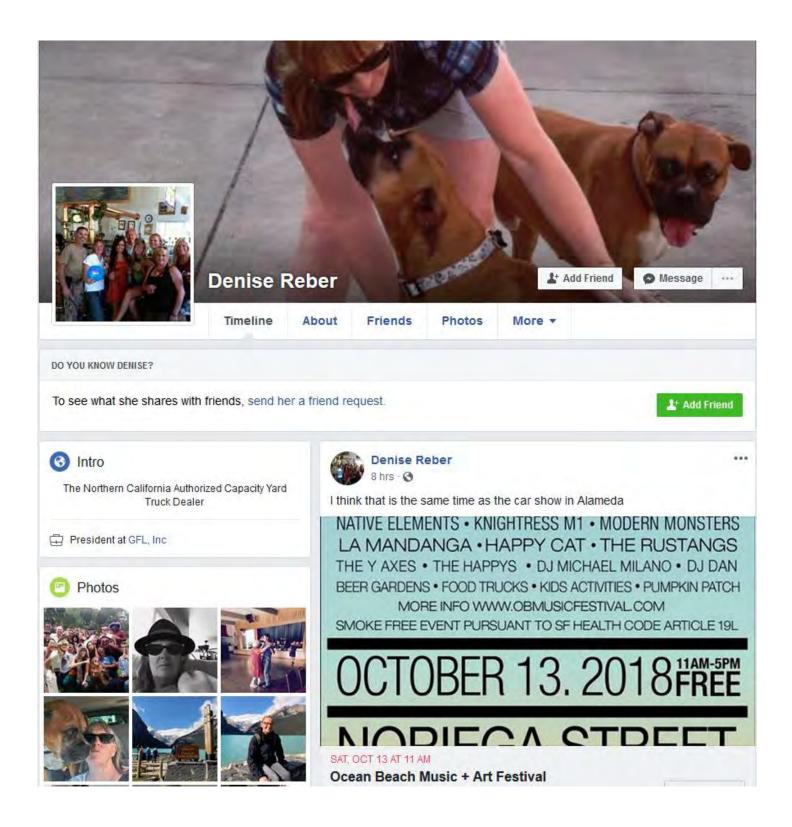
# **INTERNET SEARCHES:**

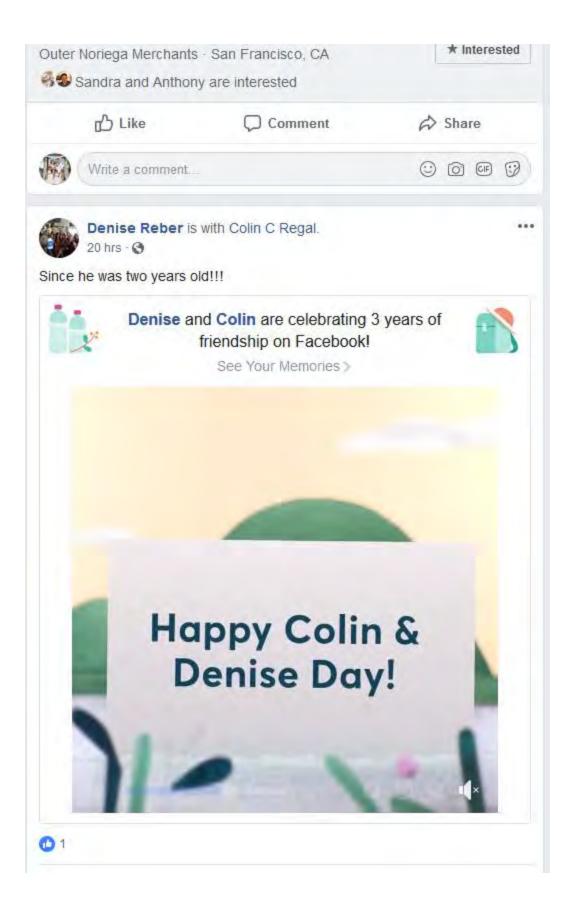
Online search engine inquiries and searches of social and professional networking websites identified the following re: Ms. Reber-Kendrick:

<u>Record #1</u>: A Facebook page for Denise Reber which identified herself as the President at GFL, Inc. Her intro stated "Northern California Authorized Capacity Yard Truck Dealer". No residence info is referenced. Although Ms. Kendrick-Reber has posted since the reporting of 4/30/2018, no new postings reference Ms. Kendrick-Reber's place of residence.

<u>Record #2</u>: A LinkedIn page for Denise Reber identifies herself as the President at G.F.L. Inc. in Oakland, CA (as reported on 4/30/2018).

<u>Record #1</u> <u>From:</u> <u>https://www.facebook.com/denise.reber.5?lst=1059881869%3A1683392306%3A1525278487</u>







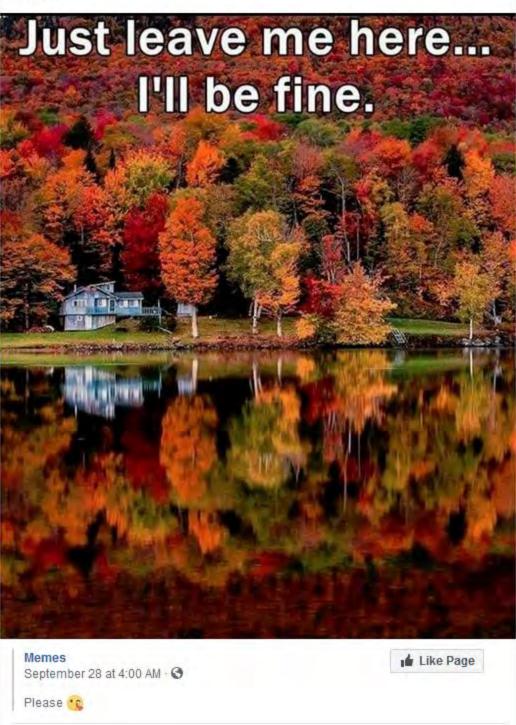
1 Characteristics a star to with Characterist 10 starts

September 26 at 10:09 AM	Mama and 48 others.	1.00	Like Pag	e
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September 30 at 8:2				
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estival Getaway: Na /elcometo an opport	avigating the Edinburgh unity you don't want to miss!			ige



Denise Reber shared a photo. September 30 at 8:21 AM · ③

Me too



...



Wow she is so grown up now!! She sure meant the world to your Mom! So glad they spent so much time together.





So cute

Can you tell me the story

# about how you rescued me again?

Healing Species September 21, 2015 - S

Like Page

002



Denise Reber shared a photo. September 29 at 9:05 AM · ③

This is exactly how I feel!!!



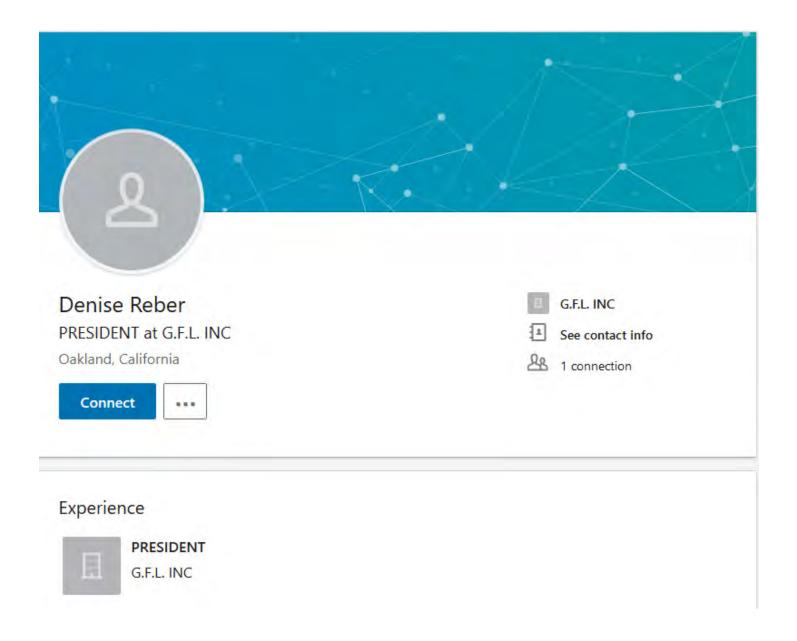
Living Life is with Wannalee Mendoza. August 22, 2015 - 🕥

Like Page

...

Record #2

From: https://www.linkedin.com/in/denise-reber-a50b3498/



## Exhibit 8

### February 27, 2019

### Re: Kendrick, Ardie & Denise - 315 Hanover #301

### DATA SEARCHES RE: DENISE L KENDRICK aka DENISE L REBER aka DENISE KENDRICK aka <u>DENISE ROSEN REBER aka DENISE L ROSEN-REBER</u> <u>DOB: 10/XX/1958</u> SSN: 569-29-XXXX issued in California in 1974.

### **CONCLUSIONS:**

An updated review of databases continues to show that a preponderance of the evidence supports a conclusion that Denise L. Reber, aka, Kendrick's current permanent place of residence is not the subject property, 315 Hanover St., #301, Oakland, CA, but rather is 9812 Hickock Dr., Stockton, CA. Specific evidence supporting this conclusion includes:

- 1) A review of findings in three address history databases for Denise Kendrick identified three current addresses: 1) The subject address, 315 Hanover Avenue, Oakland, CA (09/1995-02/2019); a second address 9812 Hickock Drive, Stockton, CA (12/31/2006-02/27/2019); and a third address PO Box 23824, Oakland, CA (12/2014-02/2018). The December 2006 initial reporting date for the 9812 Hickock Drive, Stockton, CA address is much more recent than the September 1995 initial reporting dates for the subject property, indicating that Denise Kendrick's residency at 9740 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely her current residence.
- 2) On February 27, 2019 a call to the San Joaquin County Assessor's Office confirmed the following information as current: Denise L. Reber is the current property owner of 9812 Hickock Drive, Stockton, CA 95209, a HOEX is on file and the Assessor's tax mailing address of record is the same as the property address. Per the database record, Ms. Reber holds title as a married woman with separate property ownership rights.
- 3) On February 27, 2019, a search of California Department of Motor Vehicle license plate 7V48443 identified the registered owners as Ardie W Kendrick and Denise Kendrick with registration issue date of 04/29/18 and expires on 04/30/2019.
- 4) On February 27, 2019, an updated nationwide search of the license plates keyed to abovementioned license plate numbers identified two new sightings of license plate 7V48443 since the last sightings on March 1, 2018 (see older report). All two sightings were in the immediate vicinity of 9811 Hickock Drive, Stockton, CA between May 14, 2018 and May 28, 2018.
- 5) Denise Reber Kendrick continues to be registered to vote at 689 4<sup>th</sup> Street, Oakland, CA.

### **SUMMARY:**

### ADDRESS HISTORY

A review of findings in three address history databases for Denise Kendrick identified three current addresses: 1) The subject address, 315 Hanover Avenue, Oakland, CA (09/1995-02/2019); a second address – 9812 Hickock Drive, Stockton, CA (12/31/2006-02/27/2019); and a third address – PO Box 23824, Oakland, CA (12/2014-02/2018). The December 2006 initial reporting date for the 9812 Hickock Drive, Stockton, CA address is much more recent than the September 1995 initial reporting dates for the subject property, indicating that Denise Kendrick's residency at 9740 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely her current residence.

(See pages \*)

### **REAL PROPERTY OWNERSHIP RECORDS**

<u>Record #1</u>: A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified one record of current property ownership associated with Denise Reber, the single-family residence located at 9812 Hickock Dr., Stockton, CA 95209. On February 27, 2019 a call to the San Joaquin County Assessor's Office confirmed the following information as current: Denise L. Reber is the current property owner of 9812 Hickock Drive, Stockton, CA 95209, a HOEX is on file and the Assessor's tax mailing address of record is the same as the property address. Per the database record, Ms. Reber holds title as a married woman with separate property ownership rights.

A Deed of Trust executed by Ms. Kendrick/Reber on 7/7/2006 associated with the financing of 9812 Hickock Dr., Stockton, CA 95209 contains the following Occupancy Clause:

"Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution this Security Instrument and shall continue to occupy the Property as the Borrower's principal residence for at least one year after the date of occupancy"

(see attached 9812 Hickock Deed of Trust)

(See pages \*).

### ALAMEDA COUNTY RECORDER INDEXES:

On February 27, 2019, a search of Alameda County Recorder's indexes, identified three recordings under Denise Reber, between 2011-2015. No records were identified under Denise Kendrick.

(See pages \*)

### SAN JOAQUIN COUNTY RECORDER INDEXES:

On February 27, 2019, a search of San Joaquin County Recorder's indexes, identified 37 recordings under Denise Reber and one recording under Denise Kendrick, between 2005-2014:

(See pages \*)

### **CALIFORNIA DMV RECORDS:**

<u>Record #1</u>: On February 27, 2019, a search of California Department of Motor Vehicle license plate 7V48443 identified the registered owners as Ardie W Kendrick and Denise Kendrick with registration issue date of 04/29/18 and expires on 04/30/2019.

(See pages \*)

### **VEHICLE SIGHTINGS**:

<u>Record #1</u>: On February 27, 2019, an updated nationwide search of the license plates keyed to abovementioned license plate numbers identified two new sightings of license plate 7V48443 since the last sightings on March 1, 2018 (see older report). All two sightings were in the immediate vicinity of 9811 Hickock Drive, Stockton, CA between May 14, 2018 and May 28, 2018.

(See pages \*)

### **VOTER REGISTRATION:**

<u>Record #1</u>: On February 27, 2019, an online search of Alameda Voter Registration records keyed to Date of Birth: 10/XX/1958 and Last 4 SSN: XXXX; identified a voter registration record under Denise Reber Kendrick at 689 4<sup>th</sup> Street, Oakland, CA with registration date of 11/28/2019.

<u>Record #2</u>: On February 27, 2019, an online search of CA SOS Voter Registration records keyed to First Name: Denise; Last Name: Reber; CA Driver License: N4718662; Last 4 SSN: XXXX and Date of Birth: 10/XX/1958, identified a voter registration record for Denise Rebert Kendrick at 689 4<sup>th</sup> Street, Oakland, CA 94607 (Record #2).

<u>Record #3</u>: An archived database record identified a voter registration for Denise Reber at 112 Estates Drive, Piedmont, CA with registration date of 08/31/1998

<u>Record #4</u>: Another archived record identified a voter registration for Denise Kendrick at 935 W. Glenwood Street, Springfield, MO with registration date of 05/07/1984 (Record #4).

(See pages \*)

### **INTERNET SEARCHES:**

Online search engine inquiries and searches of social and professional networking websites identified multiple records under the name Denise Kendrick. Records identified include the following:

<u>Record #1</u>: A Facebook page for Denise Reber which identified herself as the President at GFL, Inc. Her intro stated "Northern California Authorized Capacity Yard Truck Dealer". No residence info was referenced.

<u>Record #2</u>: A LinkedIn page for Denise Reber identifies herself as the President at G.F.L. Inc. in Oakland, CA.

(See pages 45-71)

### **SUBJECT INFO:**

Name: Denise L. Kendrick aka Denise L Reber aka Denise Kendrick aka Denise Rosen Reber aka Denise L Rosen-Reber DOB: 10/XX/1958 SSN: 569-29-XXXX issued in California in 1974.

### ADDRESS HISTORY

A review of findings in three address history databases for Denise Kendrick identified three current addresses: 1) The subject address, 315 Hanover Avenue, Oakland, CA (09/1995-02/2019); a second address – 9812 Hickock Drive, Stockton, CA (12/31/2006-02/27/2019); and a third address – PO Box 23824, Oakland, CA (12/2014-02/2018). The December 2006 initial reporting date for the 9812 Hickcock Drive, Stockton, CA address is much more recent than the September 1995 initial reporting dates for the subject property, indicating that Denise Kendrick's residency at 9740 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely her current residence.

### Database #1

PO BOX 23824, OAKLAND, CA 94623-0824 (ALAMEDA COUNTY) (12/2014 to 02/2019) 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) (12/31/2006 to 02/27/2019) 9740 HICKOCK DR, STOCKTON, CA 95209-1325 (SAN JOAQUIN COUNTY) (06/28/2018 to 06/28/2018) 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (04/01/1997 to 10/19/2017) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (06/22/2004 to 10/14/2017) 315 HANOVER AVE, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (09/1995 to 09/12/2014) 315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (09/1995 to 06/16/2011) 763 25TH AVE, SAN FRANCISCO, CA 94121-3611 (SAN FRANCISCO COUNTY) (10/31/2014 to 11/2014) PO BOX 19. BOONVILLE, CA 95415-0019 (MENDOCINO COUNTY) (03/01/2013 to 03/12/2013) 100 BAY PL, OAKLAND, CA 94610-4422 (ALAMEDA COUNTY) (10/2011 to 10/02/2011) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) (03/2006 to 11/2009) 1450 TREAT BLVD, WALNUT CREEK, CA 94597-2168 (CONTRA COSTA COUNTY) (10/2009 to 10/20/2009) 11082 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (01/15/2004 to 10/2004) 11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (02/01/2000 to 06/2004)112 ESTATES DR. PIEDMONT. CA 94611-3314 (ALAMEDA COUNTY) (12/1994 to 01/23/2003) 112 ESTATES DR # 11, PIEDMONT, CA 94611-3314 (ALAMEDA COUNTY) (12/16/1996 to 12/16/1996) 699 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (03/08/2001 to 03/08/2001) 120 BURLWOOD DR, SCOTTS VALLEY, CA 95066-3702 (SANTA CRUZ COUNTY) (10/01/1996 to 10/01/2000) 2050 GLENROB AVE, UKIAH, CA 95482-6008 (MENDOCINO COUNTY) (08/29/2000 to 08/29/2000)

12801 FAIR OAKS BLVD APT 269, CITRUS HEIGHTS, CA 95610-5179 (SACRAMENTO COUNTY) (04/01/1997 to 04/08/1997) 13153 PFEIFLE AVE, SAN JOSE, CA 95111-3329 (SANTA CLARA COUNTY) (09/17/1996 to 09/17/1996) 18603 N HIGHWAY 1 # 2, FORT BRAGG, CA 95437-8759 (MENDOCINO COUNTY) (09/13/1996 to 09/13/1996) 1429 SHERMAN ST, ALAMEDA, CA 94501-7415 (ALAMEDA COUNTY) (10/01/1994 to 10/01/1994)

### Database #2

315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Sep 1995 - Feb 2019)

9812 HICKOCK DR, STOCKTON, CA 95209-1327, SAN JOAQUIN COUNTY (Jul 2006 - 2016) 689 4TH ST, OAKLAND, CA 94607-3556, ALAMEDA COUNTY (Jul 1997 - Jun 2015) 699 4TH ST, OAKLAND, CA 94607-3556, ALAMEDA COUNTY (Jun 2014 - Mar 2015) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155, SAN JOAQUIN COUNTY (Dec 2005 - Sep 2012)

315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Feb 2011 - Aug 2011)

11082 TWIN CITIES RD, GALT, CA 95632-8404, SACRAMENTO COUNTY (Feb 2005 - 2006) 11098 TWIN CITIES RD, GALT, CA 95632-8404, SACRAMENTO COUNTY (Feb 2002 - Apr 2004) 215 HANOVER AVE, OAKLAND, CA 94606-1263, ALAMEDA COUNTY (Mar 1998 - Mar 2004) 112 ESTATES DR, PIEDMONT, CA 94611-3314, ALAMEDA COUNTY (Jan 1983 - Jan 2003) 20090 ALMADEN RD, SAN JOSE, CA 95120-3503, SANTA CLARA COUNTY (Jul 1992 - Jun 2001) PO BOX 381, TWAIN HARTE, CA 95383-0381, TUOLUMNE COUNTY (Feb 1985 - Jan 1997) 1429 SHERMAN ST APT, ALAMEDA, CA 94501-7415, ALAMEDA COUNTY (Oct 1994) 2054 GLENROB AVE. UKIAH. CA 95482-6008, MENDOCINO COUNTY (Feb 1994) 18603 N HWY APT, FORT BRAGG, CA 95437, MENDOCINO COUNTY (Jul 1993) 18603 N HIGHWAY ONE 265, FORT BRAGG, CA 95437, MENDOCINO COUNTY (May 1993) 505 HILLSDALE AVE, SAN JOSE, CA 95136-1202, SANTA CLARA COUNTY (Aug 1991 - Apr 1993) 2064 GLENROB AVE, UKIAH, CA 95482-6008, MENDOCINO COUNTY (Jul 1992 - Dec 1992) 19300 SUSAN WAY, SONORA, CA 95370-9209, TUOLUMNE COUNTY (Aug 1987 - Dec 1992) PO BOX C, TWAIN HARTE, CA 95383-1796, TUOLUMNE COUNTY (Oct 1984 - Dec 1992) 16863 BIG HILL RD, SONORA, CA 95370-9552, TUOLUMNE COUNTY (Jan 1982 - Nov 1992) 116 MUIRFIELD DR. SAN JOSE, CA 95116-2612, SANTA CLARA COUNTY (Dec 1991) 1130 NW 14TH ST, BEND, OR 97701-2102, DESCHUTES COUNTY (Jul 1987 - Dec 1990) 19330 SUSAN WAY, SONORA, CA 95370-9209, TUOLUMNE COUNTY (Aug 1987 - Aug 1989) PO BOX 208, MERIDIAN, ID 83680-0208, ADA COUNTY (Jan 1988 - Apr 1989) PO BOX 850, MELVILLE, NY 11747, SUFFOLK COUNTY (Apr 1984 - Apr 1986) 3815 S CARBONDALE ST, MERIDIAN, ID 83642-6978, ADA COUNTY (Jan 1982 - Apr 1986) PO BOX 942, ASHLAND, OR 97520-0032, JACKSON COUNTY (Apr 1984 - Apr 1985) PO BOX 3731, EUGENE, OR 97403-0731, LANE COUNTY (Apr 1984 - Apr 1985)

4595 FOX HOLLOW RD, EUGENE, OR 97405-3997, LANE COUNTY (Apr 1984 - Apr 1985) 2050 GLENROB AVE, UKIAH, CA 95482-6008, MENDOCINO COUNTY (Jan 1983 - Apr 1985) PO BOX C381, TWAIN HARTE, CA 95383-0380, TUOLUMNE COUNTY (Oct 1984) 3485 E AMAZON DR, EUGENE, OR 97405-3817, LANE COUNTY (Aug 1984) 270 MOWETZA DR, ASHLAND, OR 97520-8761, JACKSON COUNTY (Apr 1984) PO BOX 373, EUGENE, OR 97440-0373, LANE COUNTY (Apr 1984) 728 W 10TH AVE, EUGENE, OR 97402-5208, LANE COUNTY (Apr 1984) 731 W 11TH AVE APT, EUGENE, OR 97402-5382, LANE COUNTY (Apr 1984) 18603 N HWY APT, FORT BRAGG, CA 95437, MENDOCINO COUNTY

### Database #3

Name	Address	SSN / DOB	Phone
MS REBER DENISE L	1x23824 PO BOX OAKLAND CA 94623 <b>Reported:</b> 12/30/2006 - 01/01/2019 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	Landline: (510)834- 2494 Landline: (209)957- 6068 Landline: (510)834- 1519
MS REBER DENISE L <b>AKA:</b> REBER, D	<b>13</b> x315 HANOVER AVE 301 OAKLAND CA 94606-1361 <b>Reported:</b> 04/01/1997 - 10/15/2016 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	Landline: (510)834- 1519 Landline: (510)451- 1928 Landline: (209)745- 4380
MS REBER DENISE L	1x763 25TH AVE SAN FRANCISCO CA 94121 Reported: 12/10/2014 - 12/10/2014 County: SAN FRANCISCO	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	
MS REBER DENISE L	<b>1</b> x19 PO BOX BOONVILLE CA 95415 <b>Reported:</b> 03/13/2013 - 03/13/2013 <b>County:</b> Mendocino	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	
MS REBER DENISE L	2x6106 HARRISBURG PL STOCKTON CA 95207-4155 Reported: 11/30/2005 - 10/08/2012 County: SAN JOAQUIN	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	
MS REBER DENISE L	1x4234 PINEHURST CIR CA9521 STOCKTON CA 95219	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	

	<b>Reported:</b> 08/30/2012 - 08/30/2012 <b>County:</b> SAN JOAQUIN		
MS REBER DENISE L <b>AKA:</b> REBER, D	7x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 05/23/2006 - 04/22/2012 County: SAN JOAQUIN	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	Landline: (510)834- 2494 Landline: (209)957- 6068
MS REBER DENISE L	1x100 BAY PL OAKLAND CA 94610 Reported: 10/06/2011 - 10/06/2011 County: ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	
MS REBER DENISE L	<b>1</b> x1429 SHERMAN ST ALAMEDA CA 94501 <b>Reported:</b> 10/01/1994 - 09/15/2011 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	
MS REBER DENISE L	<b>8</b> x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 10/1998 - 01/25/2011 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	Landline: (209)957- 6068 Landline: (510)834- 1519 Cell: (510)205-8050
KEBER DENISE L	<b>1</b> x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 01/25/2011 - 01/25/2011 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	Cell: (510)205-8050
MS REBER DENISE L	1x100 LOCUST DR VALLEJO CA 94591 Reported: 04/30/2009 - 04/30/2009 County: SOLANO	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	
MS REBER DENISE L <b>AKA:</b> REBER, D	7x11098 TWIN CITIES RD GALT CA 95632-8404 Reported: 02/01/2000 - 02/25/2004 County: SACRAMENTO	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	Landline: (209)745- 4380
MS REBER DENISE L	7x112 ESTATES DR PIEDMONT CA 94611-3314 Reported: 12/17/1994 - 08/28/2001 County: ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	Landline: (510)834- 2494
REBER DENISE L	<b>1</b> x112 ESTATES DR OAKLAND CA 94611 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 03/01/1959 Age: 59	

MS REBER DENISE L	1x2050 GLENROB AVE UKIAH CA 95482 Reported: 08/29/2000 - 08/29/2000 County: MENDOCINO	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	
REBER DENISE L	1x689 4TH ST OAKLAND CA 94607 Reported: 02/01/2000 - 02/01/2000 County: ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 03/01/1959 Age: 59	
REBER DENISE L	<b>1</b> x315 HANOVER AV 101 OAKLAND CA 94606 <b>Reported:</b> 04/01/1997 - 04/01/1997 <b>County:</b> ALAMEDA	569-29-XXXX Issued: 1974 in CA DOB: 03/01/1959 Age: 59	
MS REBER DENISE L	1x505 HILLSDALE AVE SAN JOSE CA 95136 Reported: 07/31/1991 - 01/29/1992 County: SANTA CLARA	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	

### **REAL PROPERTY OWNERSHIP RECORDS**

<u>Record #1</u>: A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified one record of current property ownership associated with Denise Reber, the single-family residence located at 9812 Hickock Dr., Stockton, CA 95209. On February 27, 2019 a call to the San Joaquin County Assessor's Office confirmed the following information as current: Denise L. Reber is the current property owner of 9812 Hickock Drive, Stockton, CA 95209, a HOEX is on file and the Assessor's tax mailing address of record is the same as the property address. Per the database record, Ms. Reber holds title as a married woman with separate property ownership rights.

A Deed of Trust executed by Ms. Kendrick/Reber on 7/7/2006 associated with the financing of 9812 Hickock Dr., Stockton, CA 95209 contains the following Occupancy Clause:

"Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution this Security Instrument and shall continue to occupy the Property as the Borrower's principal residence for at least one year after the date of occupancy"

(see attached 9812 Hickock Deed of Trust)

Record #1

#### Purchase Date: 05/23/2006

9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Homestead APN: 072-170-30 APN Sequence Number: 001 Date Subject First Seen as Owner: 05/23/2006 Date Subject Last Seen as Owner: 2017 Subdivision Name: WESTERN VALLEY ESTATES Legal Description: TRACT 1278 LOT 257 Building Square Feet: 2,226 Living Square Feet: 2,226 Land Square Feet: 6,292 Year Built: 1978

Tax Year: 2016 Tax Amount: \$2,927.50 Assessed Year: 2017 Assessed Value: \$283,000 Sale Date: 05/23/2006 Sale Amount: \$379,000 Document Number: 150629 Total Value: \$283,000 Land Value: \$113,000 Improvement Value: \$170,000 Bedrooms: 4 Baths: 3

Mortgage Loan Type: Conventional

Mortgage Loan Type: Conventional

Mortgage Loan Type: Conventional

Mortgage Interest Rate Type: Adjustable

Mortgage Interest Rate Type: Adjustable

Mortgage Date: 07/07/2006

Mortgage Date: 07/07/2006

Mortgage Date: 07/07/2006

Latest Tax Roll/Assessment Information

#### Most Current Ownership Information - 05/23/2006

#### Owner: DENISE L REBER

Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) Seller: YOUNG WILLIAM J & YOKO 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Separate Property Owner Relationship Type: Married Woman Sale Date: 05/23/2006 Sale Code: Full Value Sale Amount: \$379,000 Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Residential (Modeled) Universal Land Use: Single Family Residence Property Indicator: Single Family Residence/Townhouse Resale New Construction: Resale

Residential Model Indicator: Based On Zip Code and Value Property is Residential

Mortgage

Mortgage

Mortgage

Amount: \$303,200

Amount: \$303,200

Mortgage Mortgage Amount: **\$303,200** Mortgage Loan Type: Conventional Mortgage Date: **07/07/2006** Mortgage Interest Rate Type: Adjustable

Mortgage Interest Rate Type: Adjustable

#### Mortgage

Lender: **BAC HM LNS SVCNG LP**Mortgage Amount: **\$303,200** Mortgage Loan Type: **Conventional** Mortgage Date: **07/07/2006** Mortgage Interest Rate Type: **Adjustable** 

Lender: MORTGAGE ELECTRONIC REGISTRATIMortgage

Lender: BANK OF AMERICAMortgage Amount: \$303,200

Lender: MORTGAGE ELECTRONIC REGISTRATIMortgage

#### <u>Mortgage</u>

Lender: NATIONS FIRST LNDG INCMortgage Amount: \$303,200 Mortgage Interest Rate: 1.2500% Mortgage Loan Type: Conventional Mortgage Deed Type: Deed of Trust Mortgage Term: 30 Years Second Mortgage Amount: \$37,900 Second Mortgage Loan Type: CNV Second Mortgage Deed Type: TR Mortgage Date: 07/07/2006 Mortgage Due Date: 08/01/2036

	Mtg Sec Cat: CNV, Adjustable, Conforming Mortgage Interest Rate Type: Adjustable
--	---

#### Previous Ownership Information - 07/06/2006

	Mortgage No Mortgage
Resale New Construction: Resale	

Previous Ownership Information - 05/23/2006

Owner: DENISE L REBER Mailing Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Seller: YOUNG WILLIAM J & YOKO 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Separate Estate/Property	Mortgage Information not available
Owner Relationship Type: Married Woman	
Sale Date: 05/23/2006	
Sale Code: Full Value	
Sale Amount: \$379,000	
Absentee Indicator: Owner Occupied	
Universal Land Use: Single Family Residence	
Property Indicator: Single Family Residence	
Residential Model Indicator: Property is Residential	

#### **Previous Ownership Information**

Owner: YOUNG WILLIAM J & YOKO TRUSTEE Owner: UDT Mailing Address: 628 CENTRAL AVE, TRACY, CA 95376-4102 (SAN JOAQUIN COUNTY) Seller: PISHOS THOMAS A & BONNIE TRUSTEES & PIS 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Trustee Business Name: YOUNG WILLIAM J & YOKO TRUSTEE Sale Code: Sale Price (Full)	Mortgage Information not available
--	------------------------------------

Property is Not Residential	Sale Amount: <b>\$140,000</b> Absentee Indicator: <b>Situs Address Taken From Sales Transaction</b> - <b>Determined Absentee Owner</b> Deed Sec Cat: <b>Resale</b> Property Indicator: <b>Miscellaneous</b> Resale New Construction: <b>Resale</b> Residential Model Indicator: <b>Based On Zip Code and Value</b>	
	Property is Not Residential	

Previous Ownership Information

9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Deed Sec Cat: Resale Property Indicator: Miscellaneous Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Mortgage Information not available
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#### **Previous Ownership Information**

Owner: PISHOS THOMAS A & BONNIE TRUST	Mortgage Information not available
Owner: T PISHOS	
Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN	
JOAQUIN COUNTY)	
Seller: THOMAS PISHOS	
Seller: B PISHOS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Trustee	
Business Name: PISHOS THOMAS A & BONNIE TRUST	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Interfamily Transfer, Resale	
Property Indicator: Miscellaneous	
Inter Family: Yes	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	

#### **Previous Ownership Information**

Owner: THOMAS PISHOS	Mortgage Information not available
Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN	
JOAQUIN COUNTY)	
Seller: THOMAS PISHOS	
Seller: B PISHOS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Relationship Type: Husband/Wife	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Interfamily Transfer, Resale	
Property Indicator: Miscellaneous	
Inter Family: Yes	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	

Property is Not Residential	

#### **Previous Ownership Information**

Owner: THOMAS & BONNIE PISHOS TE	Mortgage Information not available
Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN	
JOAQUIN COUNTY)	
Seller: THOMAS PISHOS	
Seller: BONNIE PISHOS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Personal Trust	
Business Name: THOMAS & BONNIE PISHOS TE	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Interfamily Transfer, Resale	
Property Indicator: Miscellaneous	
Inter Family: Yes	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	

#### **Previous Ownership Information**

		Owner: PATRICIA GRAHAM Owner: MICHAEL KLEIN Mailing Address: 1433 WEBSTER ST, OAKLAND, CA 94612-3203 (ALAMEDA COUNTY) 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Resale Property Indicator: Miscellaneous Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Mortgage Information not available
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### **ALAMEDA COUNTY RECORDER INDEXES:**

On February 27, 2019, a search of Alameda County Recorder's indexes, identified three recordings under Denise Reber, between 2011-2015. No records were identified under Denise Kendrick.



### Alameda County, California

Clerk-Recorder Web Access

Welcome V	isitor.					🛒 View Basket
Welcome	FBN	Marriage	Official Public Rec	ords FAQ		
Document A	Access					
		St		Party Name Begins With Rf 3 ( 3 records found as of 02	EBER DENISE 127/2019 10:52:29 AM <u>count again</u> )	<u>Click here for</u> <u>Search</u> <u>Instructions</u>
Other Options <u>New Search</u> <u>Refine Search</u>		🔇 Page 1	v 🔊 🔊	Sort By:	~	
#		trument # Book-Page	Date Filed	Document Type	Name Associated Name	Index Status
1	2014	4 <u>088915</u>	04/11/2014	NOTICE OF TAX LIEN (STATE)	[R] REBER DENISE [E] STATE CALIFORNIA EQUALIZATION	Perm
2	2015	<u>5042464</u>	02/11/2015	NOTICE OF TAX LIEN (STATE)	[R] REBER DENISE [E] STATE CALIFORNIA EQUALIZATION	Perm
3	2011	<u>1097740</u>	04/01/2011	ABSTRACT OF JUDGMENT	[R] REBER DENISE L [E] CHASE BANK USA	Perm

### SAN JOAQUIN COUNTY RECORDER INDEXES:

On February 27, 2019, a search of San Joaquin County Recorder's indexes, identified 37 recordings under Denise Reber and one recording under Denise Kendrick, between 2005-2014:

**Denise Reber** 

Showing	g page 1 of 1 for 37 Total Results	Name Search - Web Recording Date is between Grantee contains reber denise*	n Feb 27, 1960 and Feb 27, 2019 and Grantor
0	2014-032924 • Lien/Judgment-State		
	Recording Date 04/07/2014	Grantor <b>REBER DENISE</b>	Grantee CALIFORNIA ST EQUAL
S	2013-021583 • Substitution Of Trustee		
	Recording Date 02/15/2013	Grantor (2) <b>REBER DENISE L</b>	Grantee <b>RECONTRUST CO</b>
R	2013-021583 • Reconveyance		
	Recording Date 02/15/2013	Grantor <b>RECONTRUST CO</b>	Grantee <b>REBER DENISE L</b>
R	2012-130019 • Reconveyance		
	Recording Date 10/05/2012	Grantor JP MORGAN CHASE BK	Grantee (2) <b>REBER DENISE L</b>
S	2012-130019 • Substitution Of Trustee		
•	Recording Date 10/05/2012	Grantor (3) <b>REBER DENISE L</b>	Grantee JP MORGAN CHASE BK
R	2012-122358 • Reconveyance		
	Recording Date 09/20/2012	Grantor JP MORGAN CHASE BK	Grantee (2) <b>REBER DENISE L</b>
S	2012-122358 • Substitution Of Trustee		
-	Recording Date 09/20/2012	Grantor (3) REBER DENISE L	Grantee JP MORGAN CHASE BK

	2012-116524 • Lien-Release		
	Recording Date	Grantor	Grantee (2)
	09/10/2012	LINCOLN VILLAGE HOMES ASSN NUMBER 2	REBER DENISE L
R	2012-113118 • Rescission Of Default		
	Recording Date	Grantor (3)	Grantee
	09/04/2012	REBER DENISE L	
D	2012-109141 • Deed		
	Recording Date	Grantor (2)	Grantee
	08/24/2012	REBER DENISE L	AMES RAYMOND
D	2012-088528 • Deed Of Trust-Assignment		
	Recording Date	Grantor (2)	Grantee
	07/13/2012	REBER DENISE L	BANK OF AMER
R	2012-073721 • Release-Federal		
	Recording Date	Grantor	Grantee (2)
	06/13/2012	USA INTERNAL REV	REBER DENISE
R	2012-029829 • Rescission Of Default		
	Recording Date	Grantor (2)	Grantee
	03/09/2012	REBER DENISE L	1
D	2012-019702 • Default		
	Recording Date	Grantor (2)	Grantee
	02/17/2012	REBER DENISE L	
N	2011-105607 • Notice Of Trustees Sale		
N	2011-105607 • Notice Of Trustees Sale Recording Date 09/01/2011	Grantor (4) <b>REBER DENISE L</b>	Grantee

0	2011-094143 • Lien		
	Recording Date 08/08/2011	Grantor (2) <b>REBER DENISE L</b>	Grantee LINCOLN VILLAGE HOMES ASSN NUMBER 2
N	2011-009982 • Notice Of Trustees Sale		
	Recording Date 01/25/2011	Grantor (4) <b>REBER DENISE L</b>	Grantee
R	2010-149309 • Release-State		
	Recording Date 11/17/2010	Grantor CALIFORNIA ST FRANCHISE TAX	Grantee (2) REBER DENISE
N	2010-136497 • Notice Of Trustees Sale		
	Recording Date 10/19/2010	Grantor (4) <b>REBER DENISE L</b>	Grantee
0	2010-075035 • Lien/Judgment-Federal		
	Recording Date 06/07/2010	Grantor (2) REBER DENISE	Grantee <b>USA INTERNAL REV</b>
R	2010-070439 • Rescission Of Default		
	Recording Date 05/26/2010	Grantor (2) <b>REBER DENISE L</b>	Grantee
N	2010-040713 • Notice Of Trustees Sale		
	Recording Date 03/23/2010	Grantor (2) <b>REBER DENISE L</b>	Grantee
D	2010-026461 • Default		
	Recording Date 02/24/2010	Grantor (3) <b>REBER DENISE L</b>	Grantee

	Recording Date	Grantor (3)		Grantee	
	02/24/2010	REBER DENISE L		WELLS FARGO BK TR	
s	2009-184383 • Substitution Of Trustee				
	Recording Date	Grantor (2)		Grantee	
	12/30/2009	REBER DENISE L		RECONTRUST CO	
D	2009-184383 • Deed Of Trust-Assignment				
	Recording Date 12/30/2009	Grantor (2) REBER DENISE L		Grantee	
	12/30/2009	REBER DENISE L		BAC HOME LN SERV LP	
D	2009-164445 • Default				
	Recording Date 11/13/2009	Grantor (2) REBER DENISE L		Grantee	
	2008-020923 • Lien/Judgment-State				
	Recording Date 02/06/2008	Grantor (2) REBER DENISE		Grantee CALIFORNIA ST FRANCHISE TAX	
	02/00/2000	REDER DEMISE			
D	2006-150632 • Deed Of Trust				
	Recording Date 07/13/2006	Grantor REBER DENISE L		Grantee (2) NATIONS FIRST LENDING INC	
A	2006-150632 • Assignment Of Rents				
	Recording Date 07/13/2006	Grantor REBER DENISE L		Grantee (2) MORTGAGE ELECTRONIC REGISTRAT	ION SYSTEMS
D	2006-150631 • Deed Of Trust				
	Recording Date 07/13/2006	Grantor <b>REBER DENISE L</b>		Grantee (2) NATIONS FIRST LENDING INC	
	07/13/2000	REDER DEMISE E			
D	2006-150630 • Deed				
	Recording Date		Grantor		Grantee (2)
	07/13/2006		KENDRICK ARDIE W		REBER DENISE
D	2006-150629 • Deed				
	Recording Date		Grantor (2)		Grantee
	07/13/2006		YOUNG WILLIAM J TR		REBER DENISE L
D	2005-306097 • Deed Of Trust				
			(mater (2)		Grantee
	Recording Date 12/08/2005		Grantor (2) REBER DENISE L		WASHINGTON MUTL BK
D	2005-306096 • Deed Of Trust				
	Recording Date		Grantor (2)		Grantee
	12/08/2005		REBER DENISE L		WASHINGTON MUTL BK
D	2005-306095 • Deed				
	Recording Date		Grantor		Grantee
	12/08/2005		KENDRICK ARDIE		REBER DENISE L
D	2005-306094 • Deed				
	Recording Date		Grantor		Grantee (2)

### **Denise Kendrick**

Showing	page 1 of 1 for 1 Total Results	Name Search - Web Recording Date is betw Grantee contains kendrick denise*	een Jan 1, 1960 and Feb 27, 2019 and Grantor and
F	2011-070556 • Fictitious Business Name Recording Date 06/13/2011	Grantor (4) <b>KENDRICK DENISE L</b>	Grantee

### **DMV RECORDS:**

<u>Record #1</u>: On February 27, 2019, a search of California Department of Motor Vehicle license plate 7V48443 identified the registered owners as Ardie W Kendrick and Denise Kendrick with registration issue date of 04/29/18 and expires on 04/30/2019.

### Record #1

SEQ:7013236 REF: SEQ:7013236REFCUST#:OL97595 OVAGENT: THERESA WOREC DATE: 02/27/19 TIME: 11:09AM \_\_\_\_\_ ON-LINE VEHICLE RECORD FOR THE STATE OF CA \_\_\_\_\_ ITEM REQUESTED: 7V48443 -----BASIC RECORD------BASIC RECORD------LICENSE: 7V48443 VEH ID NO: 1FTRX17273NA42012 MODEL YEAR: 03 MAKE/BUILDER: FORD POWER/FUEL: G - GAS VLF CLASS: EN (\$19,600 TO \$19,799.99) \*-YEAR: 05 # OF AXLES: 2 UNLADEN WEIGHT: 04420 LEG OWNER CD: 9 DATE EXPIRES: 04/30/19 REGISTRATION ISSUE DATE: 04/29/18 SOLD/PURCHASED: / / OWNERSHIP ISSUE DATE: 05/26/10 BODY CODE: P - 4 DR EXTENDED CAB PICKUP BODY TYPE MODEL: 4C - 4 DR EXTENDED CAB PICKUP TYPE LICENSE: 31 - REGULAR COMMERCIAL TYPE VEHICLE: 37 - COMMERCIAL OLD NON-RESIDENT -----REGISTERED OWNER------KENDRICK ARDIE W OR KENDRICK DENISE 

04/26/17 SMOG DUE 04/30/19

07/21/05 PREV LIC 313143S
12/15/18 SMOG INSPECTION AT STAR STATION REQD
05/14/2010-ODOMETER: 104,500 MILES ACTUAL MILEAGE
FEE CALCULATION
ESTIMATE ONLY! Based on information received from DMV. It does not include
transfers, duplicates, etc. We make no representation or
warranties, either expressed or implied, regarding the
currentness, accuracy and/or completeness of any data.
NEXT REGISTRATION DUE IN 62 DAYS!
REG CHP FEE LIC FEE ABATEMNT WEIGHT COUNTY TOTAL
DUE 04/30/2019 57 26 19 0 80 15 197
======================================

### **VEHICLE SIGHTINGS:**

<u>Record #1</u>: On February 27, 2019, an updated nationwide search of the license plates keyed to abovementioned license plate numbers identified two new sightings of license plate 7V48443 since the last sightings on March 1, 2018 (see older report). All two sightings were in the immediate vicinity of 9811 Hickock Drive, Stockton, CA between May 14, 2018 and May 28, 2018.

#### Record #1



### **VOTER REGISTRATION:**

<u>Record #1</u>: On February 27, 2019, an online search of Alameda Voter Registration records keyed to Date of Birth: 10/XX/1958 and Last 4 SSN: XXXX; identified a voter registration record under Denise Reber Kendrick at 689 4<sup>th</sup> Street, Oakland, CA with registration date of 11/28/2019.

<u>Record #2</u>: On February 27, 2019, an online search of CA SOS Voter Registration records keyed to First Name: Denise; Last Name: Reber; CA Driver License: N4718662; Last 4 SSN: XXXX and Date of Birth: 10/XX/1958, identified a voter registration record for Denise Rebert Kendrick at 689 4<sup>th</sup> Street, Oakland, CA 94607 (Record #2).

<u>Record #3</u>: An archived database record identified a voter registration for Denise Reber at 112 Estates Drive, Piedmont, CA with registration date of 08/31/1998

<u>Record #4</u>: Another archived record identified a voter registration for Denise Kendrick at 935 W. Glenwood Street, Springfield, MO with registration date of 05/07/1984 (Record #4).

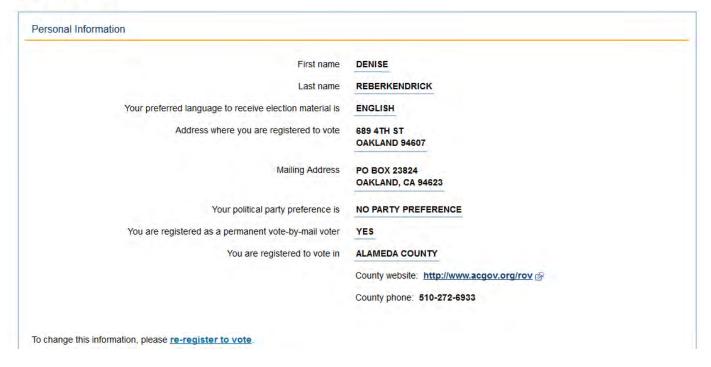
Record #1

CIALS
cials for your lected Officials
tion.





### My Voter Status



### Record #3

Name: DENISE L REBER Address: 112 ESTATES DR, PIEDMONT, CA 94611 (ALAMEDA COUNTY) Date of Registration: 08/31/1998 DOB: 10/XX/1958 (60) Party: No Party Affiliation Phone: 5108342494

### Record #4

Name: DENISE A KENDRICK Address: 935 W GLENWOOD ST, SPRINGFIELD, MO 65807 (GREENE COUNTY) Date of Registration: 05/07/1984 DOB: 10/02/1958 (60) Party: Not Specified

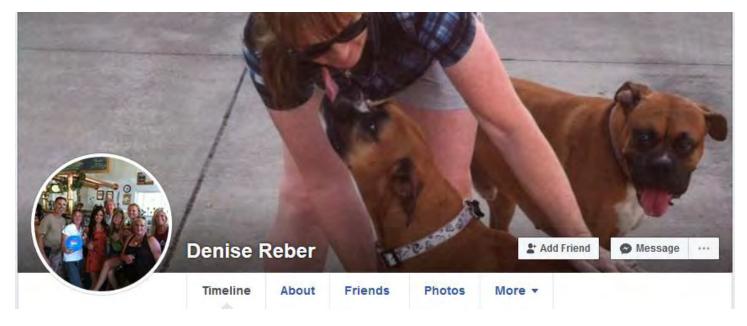
### **INTERNET SEARCHES:**

Online search engine inquiries and searches of social and professional networking websites identified multiple records under the name Denise Kendrick. Records identified include the following:

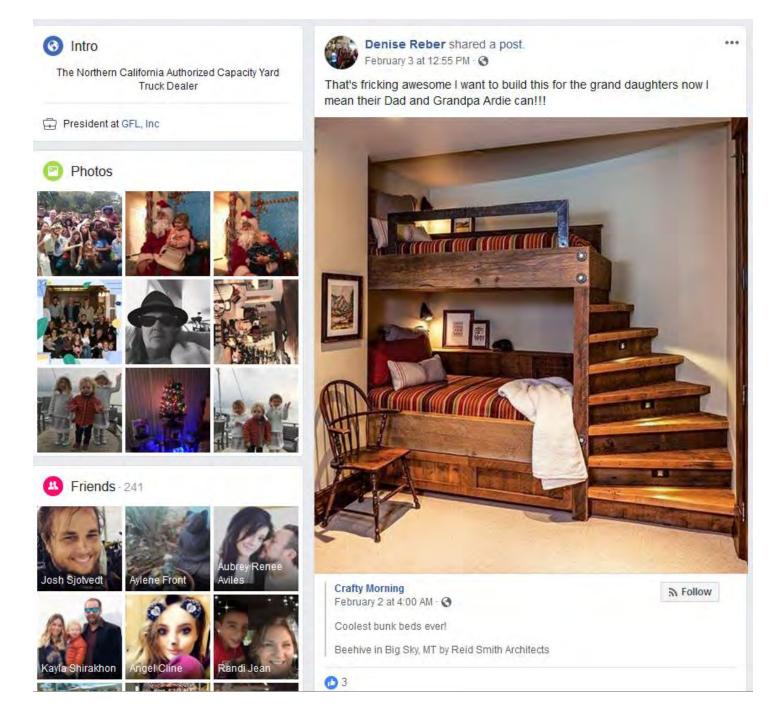
<u>Record #1</u>: A Facebook page for Denise Reber which identified herself as the President at GFL, Inc. Her intro stated "Northern California Authorized Capacity Yard Truck Dealer". No residence info was referenced.

<u>Record #2</u>: A LinkedIn page for Denise Reber identifies herself as the President at G.F.L. Inc. in Oakland, CA.

### <u>Record #1</u> <u>From: https://www.facebook.com/denise.reber.5?lst=1059881869%3A1683392306%3A1525278487</u>



1 About		
To see what she shares with frier	ds, send her a friend request.	😫 Add Friend
Overview Work and Education	President at GFL, Inc	
Places She's Lived Contact and Basic Info	R No schools to show	
Family and Relationships	No places to show	
Life Events	3 family members	

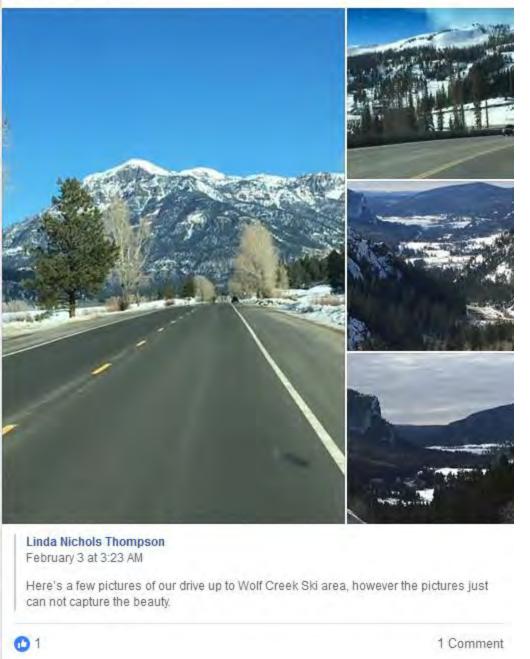




Denise Reber shared a post. February 3 at 12:52 PM · 🕥

...

Where is that Linda?



B Like

Comment

Share



Linda Nichols Thompson Pagosa Springs, CO



Write a comment...

Like - Reply - 3w



Denise Reber shared a post. February 2 at 1:41 AM - 🕥

That's beautiful welcome to global warming!!!



0 0 0 0 0





I want to say thank you to the rare few individuals in my life who have listened without judgment, spoken without prejudice, helped me without entitlement, understood without pretension and loved me without conditions.



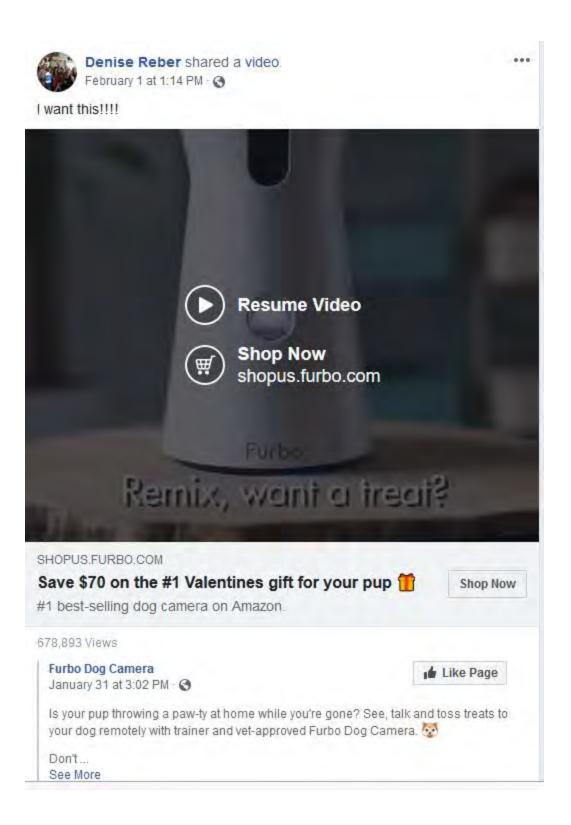
### Denise Reber shared a video. February 1 at 11:44 PM · 🕥

That's adorable I wish childhood was like that now days kids don't know what it is to play baseball outside!

...



03			2 Comments
	🖒 Like	Comment	A Share
•		ter Remember being turned loos (e, oh and stealing a canoe.	e to run around the
	Like Reply 3w		
8	Carlos Aviles Au	brey Renee Aviles	
-	Like - Reply - 3w		
R	Write a comment	an a	0000
and a	Denise Reber		
	February 1 at 11:37	PM · 🚱	
Boy yo	ou are not kidding		
Atta	achment Unav	ailable	
	attachment may hav ission to share it wit	e been removed or the person wh h you.	o shared it may not have
<mark>ម</mark> 1			
	凸 Like	Comment	A Share





# Hopefully Trixie can see this!!





Denise Reber February 1 at 12:59 PM - 🚱

That's awesome Dan!!! I will have to get my copy! Love Mom

...

BROAD		CINO CINO BR PPR RDA	About this website	
	ng Phoenix Re ary Magazine	epertory Releases Sec , Caffe Cino	ond Issue of Theatre	
02			1 Comme	nt
	凸 Like	Comment	🖒 Share	
0	Daniel Talbott about 18 left! M	Huge love Mom and get it so luch love, D 🧡	oon cause there's only	
	Like Reply 3w			



Denise Reber shared a post. January 28 at 12:42 PM - 🕥

So cute I want them all with a full time dog nanny

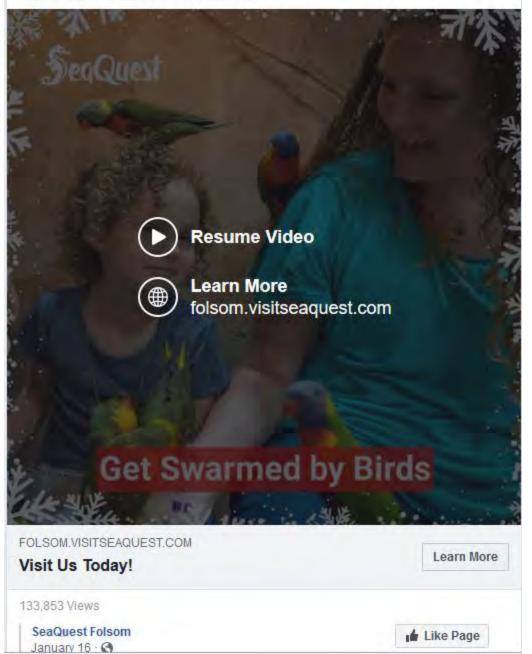


...



Denise Reber shared a video. January 28 at 12:35 PM · 🕥

I want to go this with the Grandkids!!!



...

# Record #2 From: https://www.linkedin.com/in/denise-reber-a50b3498/

2	
Denise Reber PRESIDENT at G.F.L. INC Oakland, California	<ul> <li>G.F.L. INC</li> <li>See contact info</li> <li>1 connection</li> </ul>
Experience PRESIDENT G.F.L. INC	

# Exhibit 9

# August 21, 2019

# Re: Kendrick, Ardie & Denise - 315 Hanover #301

# DATA SEARCHES RE: DENISE LEE REBER-KENDRICK aka DENISE L REBER aka DENISE REBER KENDRICK aka DENISE L KENDRICK aka DENISE KENDRICK aka DENISE ROSEN <u>REBER aka DENISE L ROSEN-REBER</u> <u>DOB: 10/XX/1958</u> SSN: 569-29-XXXX issued in California in 1974.

# CONCLUSIONS:

A preponderance of the evidence supports a conclusion that Denise Reber-Kendrick's current principle place of residence is not the subject property, 315 Hanover #301, Oakland, California, but rather is 9812 Hickock Drive, Stockton, California. Specific evidence supporting this conclusion includes:

1) A review of findings in three address history databases for Denise Kendrick identified three current addresses: 1) The subject address, 315 Hanover Avenue, Oakland, CA (09/1995-08/2019); a second address, 9812 Hickock Drive, Stockton, CA (12/31/2006-08/05/2019); and a third address, PO Box 23824, Oakland, CA (12/2014-07/2019). The December 2006 initial reporting date for the 9812 Hickock Drive, Stockton, CA address is much more recent than the September 1995 initial reporting dates for the subject property, indicating that Denise Kendrick's residency at 9740 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely her current residence.

2) On August 5, 2019, a call to the San Joaquin County Assessor's Office confirmed the following information as current: Denise L. Reber is the current property owner of 9812 Hickock Drive, Stockton, CA 95209, a HOEX is on file and the Assessor's tax mailing address of record is the same as the property address. Ms. Reber holds title as a married woman with separate property ownership rights.

A Deed of Trust executed by Ms. Kendrick/Reber on 07/07/2006 associated with the financing of 9812 Hickock Dr., Stockton, CA 95209 contains the following Occupancy Clause:

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

A second clause further addresses the occupancy requirement:

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

3) A State of California Franchise Tax Board, recorded on 02/06/2008 identified Ms. Reber's address of record as 9812 Hickock Drive, Stockton, CA

4) An IRS Federal Tax lien, recorded on 06/07/2009 identified Ms. Reber's address of record for 9812 Hickock Drive, Stockton, CA.

4) California DMV has no record of any vehicles registered to Denise Reber, or Denise Kendrick at 315 Hanover, #301, Oakland, CA. DMV vehicle vehicle registration records identify two vehicles currently registered to Ms. Reber/Kendrick at 9812 Hickock Drive, Stockton, CA: 1) A 2018 Hyundai – license plate 8FOL030 vehicle registered to Denise Kendrick. The dates of registration are from 8/20/2018 to 8/20/2019. 2) A 2003 Ford Pickup Truck, license plaste 7V48443, registered to Denise Kendrick and Ardie W. Kendrick at 9812 Hickock Drive, Stockton, CA (also see Ardie Kendrick Report).

5) An updated search of a nationwide Vehicle Sightings database under the license number 7V48443 registered to Denise R. Kendrick and Ardie W. Kendrick identified two new sightings since the last sightings on the February 27, 2019 report. Both sightings were in the direct vicinity of the residence of 9812 Hickock Drive, Stockton, CA on May 14, 2018 at 11:49pm and May 29, 2018 at 11:57pm. A search of a nationwide Vehicle Sightings database under the 2018 Hyundai, license plate - 8FOL030, identified one sighting on April 17, 2019. The sighting was in the immediate vicinity of 9819 Hickock, Stockton, CA at 3:46am.

6) Alameda Voter Registration records identified a voter registration record under Denise Reber Kendrick at 689 4<sup>th</sup> Street, Oakland, CA with registration date of 11/28/2018. NOTE: The registration address is a commercial address and was identified as Ms. Reber/Kendrick's company, GFL Inc.

7) Ms. Reber's Facebook page has a total of 101 postings between 02/02/2019 and 08/07/2019. Eight of those posts either identify a Stockton area location or refer to Stockton area events or activity. No posts during the same time frame identify any Oakland location or any Oakland area events or activities. In addition to posts noting local activities, one posting was not notify the owner of a lost dog Ms. Kendrick found in her Stockton backyard.

# **SUMMARY:**

# ADDRESS HISTORY

A review of findings in three address history databases for Denise Kendrick identified three current addresses: 1) The subject address, 315 Hanover Avenue, Oakland, CA (09/1995-08/2019); a second address, 9812 Hickock Drive, Stockton, CA (12/31/2006-08/05/2019); and a third address, PO Box 23824, Oakland, CA (12/2014-07/2019). The December 2006 initial reporting date for the 9812 Hickock Drive, Stockton, CA address is much more recent than the September 1995 initial reporting dates for the subject property, indicating that Denise Kendrick's residency at 9740 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely her current residence.

(See pages 8-12)

# **REAL PROPERTY OWNERSHIP RECORDS**

<u>Record #1</u>: A search of California real property ownership records statewide and jurisdictions available on-line nationwide identified one record of current property ownership associated with Denise Reber, a single-family residence located at 9812 Hickock Dr., Stockton, CA 95209. On August 5, 2019, a call to the San Joaquin County Assessor's Office confirmed the following information as current: Denise L. Reber is the current property owner of 9812 Hickock Drive, Stockton, CA 95209, a HOEX is on file and the Assessor's tax mailing address of record is the same as the property address. Per the database record, Ms. Reber holds title as a married woman with separate property ownership rights.

A Deed of Trust executed by Ms. Kendrick/Reber on 7/7/2006 associated with the financing of 9812 Hickock Dr., Stockton, CA 95209 contains the following Occupancy Clause:

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

A second clause further addresses the occupancy requirement:

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Also recorded on 7/13/2006 was an Interspousal Transfer Deed conveying all interest in 9812 Hickock Dr., Stockton, CA 95209 from "Ardie W. Kendrick, husband of Denise Reger" to "Denise Reber, a married woman" to hold as "her sole and sole and separate property and Carlen's Country Guest Home and Rosen's Inc, a California Corporation".

(see attached 9812 Hickock Deed of Trust and Interspousal Transfer Deed)

(See pages 13-17)

# ALAMEDA COUNTY RECORDER INDEXES:

On August 5, 2019, a search of Alameda County Recorder's indexes, identified the same three recordings under Denise Reber, between 2011-2015 as reported in the previous Denise Kendrick report of 4/30/2018. Per that report, the liens in 2014 and 2015 were recorded by the Board of Equalization regarding Ms. Reber's business and as such identify her business address at 689 4<sup>th</sup> St., Oakland, CA. The two liens from 2010 are a State Tax Lien Release and an IRS Federal Tax lien, likely in connection with Ms. Reber's personal tax returns. Those two liens identify Ms. Reber's residence address at 9812 Hickcock, Dr., Stockton, CA.

(See pages 17-18)

# SAN JOAQUIN COUNTY RECORDER INDEXES:

<u>Record #1:</u> On August 5, 2019, a search of San Joaquin County Recorder's indexes, identified 37 recordings under Denise Reber and one recording under Denise Kendrick, between 2005-2014.

<u>Record #2:</u> One recording under Denise Kendrick was identified with a fictitious business name Handyplus recorded with Ardie W. Kendrick and Dayna L. Jean. Handyplus was identified as a handyman service in Stockton, CA (see Business Entities/Employment Records section below for the additional details).

<u>Record #3:</u> A California Franchise tax lien was recorded on 02/06/2008 at an address of record for 9812 Hickock Drive, Stockton, CA. The lien was released on 11/17/2010.

<u>Record #4:</u> An IRS federal tax lien recorded was on 06/07/2009 at an address of record for 9812 Hickock Drive, Stockton, CA. The lien was released on 06/13/2012.

(See pages 18-27)

# **CALIFORNIA DMV RECORDS:**

A search of California Department of Motor Vehicle driving records identified:

<u>Record #1:</u> A current California license for Denise Lee Reber-Kendrick, issued 08/09/2013 and expiring on 10/22/2023. No violation was noted.

<u>Record #2:</u> An inquiry of California DMV vehicle registration records by license plate number 7V48443 identified a 2003 Ford Pickup Truck registered to Denise Kendrick or Ardie W. Kendrick with registration date of 05/25/2019.

<u>Record #3:</u> An inquiry of California DMV vehicle registration records keyed to the subject address identified no vehicles registered to Denise Kendrick at 315 Hanover, Oakland, CA.

<u>Record #4:</u> An inquiry of California DMV vehicle registration records keyed to the 9812 Hickock Drive, Stockton, CA identified a 2018 Hyundai – license plate 8FOL030 vehicle registered to Denise Kendrick. The dates of registration are from 8/20/2018 to 8/20/2019.

(See pages 28-31)

# **VEHICLE SIGHTINGS**:

<u>Record #1</u>: On August 5, 2019, an updated nationwide search keyed to license plate number 67465W1 identified one new sighting since the last sightings on February 27, 2019 (see previous report), the one sighting was at the residence of 9812 Hickock Drive, Stockton, CA on April 17, 2019 at 3:46am.

<u>Record #2</u>: On August 8, 2019, an updated nationwide search keyed to license plate number 7V48443 identified two new sightings since the last sightings on February 27, 2019. Both sightings were in the direct vicinity of the residence of 9811 Hickock Drive, Stockton, CA on May 14, 2018 at 11:49pm and May 29, 2018 at 11:57pm (see previous report).

<u>Record #3</u>: On August 14, 2019, a review of a nationwide Vehicle Sightings database under the license plate for a 2018 Hyundai – 8FOL030 identified one sighting on April 17, 2019. The sighting was in the immediate vicinity of 9819 Hickock, Stockton, CA at 3:46am.

(See pages 32-33)

# **VOTER REGISTRATION:**

<u>Record #1</u>: On August 5, 2019, an online search of Alameda Voter Registration records keyed to Date of Birth: 10/XX/1958 and Last 4 SSN: XXXX; identified a voter registration record under Denise Reber Kendrick at 689 4<sup>th</sup> Street, Oakland, CA with registration date of 11/28/2018. NOTE: The registration address was identified as Ms. Reber/Kendrick's company, GFL Inc.

<u>Record #2</u>: On August 5, 2019, an online search of CA SOS Voter Registration records keyed to First Name: Denise; Last Name: Reber; CA Driver License: N4718662; Last 4 SSN: XXXX and Date of Birth: 10/XX/1958, identified a voter registration record for Denise Rebert Kendrick at 689 4<sup>th</sup> Street, Oakland, CA 94607. Secretary of State records show November 6, 2018 to have last voted on.

(See pages 33-36)

# **BUSINESS ENTITIES/EMPLOYMENT RECORDS:**

A search of nationwide business databases including proprietary employment databases, as well as California Secretary of State Corporation, LLC, and Limited Partnership records, California Fictitious Business Name (FBN) Records, California Board of Equalization Records, Corporate Affiliation Databases, California Department of Consumer Affairs Professional License Records – including the State Contractors Licensing Board, Uniform Commercial Code (UCC), identified the following:

<u>Record #1</u>: California Secretary of State, Department of Corporations records for: GFL Inc., Status – Active. Denise L. Reber, CEO and Agent at 689 4<sup>th</sup> St., Oakland, CA.

<u>Record #2</u>: One-page website for GFL, Inc. identifying Denise Reber – Kendrick as President at 468 4<sup>th</sup> Street, Oakland, CA with a mailing address at P.O. Box 23824, Oakland, CA.

<u>Record #3</u>: San Joaquin County Recorder identified an FBN record for Handyplus recorded with Denise L. Kendrick, Ardie W. Kendrick and Dayna L. Jean on June 13, 2011 and expired on June 13, 2016.

Record #2a: The website, Manta.com identified Handyplus as a handyman company from Stockton, CA.

(See pages 36-40)

# **INTERNET SEARCHES:**

Online search engine inquiries and searches of social and professional networking websites identified multiple records under the name Denise Reber or Kendrick. Records identified include the following:

<u>Record #1</u>: A Facebook page for Denise Reber which identified herself as the President at GFL, Inc. Her "intro" stated "Northern California Authorized Capacity Yard Truck Dealer". No residence info was referenced.

Ms. Kendrick's Facebook page has a total of 101 postings between 02/02/2019 and 08/07/2019. Nine of those posts either identify a Stockton area location or refer to Stockton area events or activity. No posts during the same time frame identify an Oakland location or address Oakland area events or activities.

The Facebook post from 08/04/2019 identified two events called Antique & Vintage Market and Antique & Vintage Flea Market, both in Folsom, CA, approximately one-hour from Stockton, CA and over two-hours from Oakland, CA.

An additional post for the Lodi Street Faire posted on 07/28/2019 in Lodi which is about 20 minutes from Stockton.

The remaining six posts are in Stockton, CA with the most recent on 07/28/2019 for a Summer Fest at Lincoln Center. The second and third were posted on 07/27/2019, the second for Friendship Day at Pixie Woods, a children's park in Stockton, CA and the third for Cirque Dreams Holidaze at the Bob Hope Theatre in Stockton, CA. The fourth posting was on 07/26/2019 for A Charlie Brown Christmas Live on State also at the Bob Hope Theatre. The final two were posted on 06/28/2019 referencing a lost dog in Ms. Reber's yard in Stockton.

<u>Record #2</u>: A LinkedIn page for Denise Reber identifies herself as the President at G.F.L. Inc. in Oakland, CA.

(See pages 40-143)

# **SUBJECT INFO:**

Name: Denise Lee Reber-Kendrick aka Denise L Reber aka Denise Reber Kendrick aka Denise L Kendrick aka Denise Kendrick aka Denise Rosen Reber aka Denise L Rosen-Reber DOB: 10/XX/1958 SSN: 569-29-XXXX issued in California in 1974.

# ADDRESS HISTORY

A review of findings in three address history databases for Denise Kendrick identified three current addresses: 1) The subject address, 315 Hanover Avenue, Oakland, CA (09/1995-08/2019); a second address, 9812 Hickock Drive, Stockton, CA (12/31/2006-08/05/2019); and a third address, PO Box 23824, Oakland, CA (12/2014-07/2019). The December 2006 initial reporting date for the 9812 Hickock Drive, Stockton, CA address is much more recent than the September 1995 initial reporting dates for the subject property, indicating that Denise Kendrick's residency at 9740 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely her current residence.

# Database #1

PO BOX 23824, OAKLAND, CA 94623-0824 (ALAMEDA COUNTY) (12/2014 to 07/2019) 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAOUIN COUNTY) (12/31/2006 to 08/05/2019) 9740 HICKOCK DR, STOCKTON, CA 95209-1325 (SAN JOAQUIN COUNTY) (06/28/2018 to 06/28/2018) 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (04/01/1997 to 10/19/2017) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (06/22/2004 to 10/14/2017) 315 HANOVER AVE, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (09/1995 to 09/12/2014) 315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (09/1995 to 06/16/2011) 763 25TH AVE, SAN FRANCISCO, CA 94121-3611 (SAN FRANCISCO COUNTY) (10/31/2014 to 11/2014) PO BOX 19, BOONVILLE, CA 95415-0019 (MENDOCINO COUNTY) (03/01/2013 to 03/12/2013) 100 BAY PL, OAKLAND, CA 94610-4422 (ALAMEDA COUNTY) (10/2011 to 10/02/2011) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) (03/2006 to 11/2009) 1450 TREAT BLVD, WALNUT CREEK, CA 94597-2168 (CONTRA COSTA COUNTY) (10/2009 to 10/20/2009) 11082 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (01/15/2004 to 10/2004)

11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (02/01/2000 to 06/2004)

112 ESTATES DR, PIEDMONT, CA 94611-3314 (ALAMEDA COUNTY) (12/1994 to 01/23/2003) 112 ESTATES DR # 11, PIEDMONT, CA 94611-3314 (ALAMEDA COUNTY) (12/16/1996 to 12/16/1996) 699 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (03/08/2001 to 03/08/2001) 120 BURLWOOD DR, SCOTTS VALLEY, CA 95066-3702 (SANTA CRUZ COUNTY) (10/01/1996 to 10/01/2000) 2050 GLENROB AVE, UKIAH, CA 95482-6008 (MENDOCINO COUNTY) (08/29/2000 to 08/29/2000)12801 FAIR OAKS BLVD APT 269, CITRUS HEIGHTS, CA 95610-5179 (SACRAMENTO COUNTY) (04/01/1997 to 04/08/1997) 13153 PFEIFLE AVE, SAN JOSE, CA 95111-3329 (SANTA CLARA COUNTY) (09/17/1996 to 09/17/1996) 18603 N HIGHWAY 1 # 2, FORT BRAGG, CA 95437-8759 (MENDOCINO COUNTY) (09/13/1996 to 09/13/1996) 1429 SHERMAN ST, ALAMEDA, CA 94501-7415 (ALAMEDA COUNTY) (10/01/1994 to 10/01/1994)

# Database #2

✓ 315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Sep 1995 - Aug 2019)

9812 HICKOCK DR, STOCKTON, CA 95209-1327, SAN JOAQUIN COUNTY (Jul 2006 - 2018) 689 4TH ST, OAKLAND, CA 94607-3556, ALAMEDA COUNTY (Jul 1997 - Jun 2015) 699 4TH ST, OAKLAND, CA 94607-3556, ALAMEDA COUNTY (Jun 2014 - Mar 2015) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155, SAN JOAQUIN COUNTY (Dec 2005 - Sep 2012)

315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Feb 2011 - Aug 2011)

11082 TWIN CITIES RD, GALT, CA 95632-8404, SACRAMENTO COUNTY (Feb 2005 - 2006)
690 4TH ST, OAKLAND, CA 94607-3557, ALAMEDA COUNTY (Dec 2005)
11098 TWIN CITIES RD, GALT, CA 95632-8404, SACRAMENTO COUNTY (Feb 2002 - Apr 2004)
215 HANOVER AVE, OAKLAND, CA 94606-1263, ALAMEDA COUNTY (Mar 1998 - Mar 2004)
112 ESTATES DR, PIEDMONT, CA 94611-3314, ALAMEDA COUNTY (Jan 1983 - Jan 2003)
20090 ALMADEN RD, SAN JOSE, CA 95120-3503, SANTA CLARA COUNTY (Jul 1992 - Jun 2001)
PO BOX 381, TWAIN HARTE, CA 95383-0381, TUOLUMNE COUNTY (Feb 1985 - Jan 1997)
1429 SHERMAN ST APT, ALAMEDA, CA 94501-7415, ALAMEDA COUNTY (Oct 1994)
2054 GLENROB AVE, UKIAH, CA 95482-6008, MENDOCINO COUNTY (Jul 1993)
18603 N HWY APT, FORT BRAGG, CA 95437, MENDOCINO COUNTY (May 1993)
505 HILLSDALE AVE, SAN JOSE, CA 95136-1202, SANTA CLARA COUNTY (Aug 1991 - Apr 1993)
2064 GLENROB AVE, UKIAH, CA 95482-6008, MENDOCINO COUNTY (Jul 1992 - Dec 1992)
19300 SUSAN WAY, SONORA, CA 95370-9209, TUOLUMNE COUNTY (Aug 1987 - Dec 1992)
PO BOX C, TWAIN HARTE, CA 95383-1796, TUOLUMNE COUNTY (Oct 1984 - Dec 1992)

16863 BIG HILL RD, SONORA, CA 95370-9552, TUOLUMNE COUNTY (Jan 1982 - Nov 1992) 116 MUIRFIELD DR, SAN JOSE, CA 95116-2612, SANTA CLARA COUNTY (Dec 1991) 1130 NW 14TH ST, BEND, OR 97701-2102, DESCHUTES COUNTY (Jul 1987 - Dec 1990) 19330 SUSAN WAY, SONORA, CA 95370-9209, TUOLUMNE COUNTY (Aug 1987 - Aug 1989) PO BOX 208, MERIDIAN, ID 83680-0208, ADA COUNTY (Jan 1988 - Apr 1989) PO BOX 850, MELVILLE, NY 11747, SUFFOLK COUNTY (Apr 1984 - Apr 1986) 3815 S CARBONDALE ST, MERIDIAN, ID 83642-6978, ADA COUNTY (Jan 1982 - Apr 1986) PO BOX 942, ASHLAND, OR 97520-0032, JACKSON COUNTY (Apr 1984 - Apr 1985) PO BOX 3731, EUGENE, OR 97403-0731, LANE COUNTY (Apr 1984 - Apr 1985) 4595 FOX HOLLOW RD, EUGENE, OR 97405-3997, LANE COUNTY (Apr 1984 - Apr 1985) 2050 GLENROB AVE, UKIAH, CA 95482-6008, MENDOCINO COUNTY (Jan 1983 - Apr 1985) PO BOX C381, TWAIN HARTE, CA 95383-0380, TUOLUMNE COUNTY (Oct 1984) 3485 E AMAZON DR, EUGENE, OR 97405-3817, LANE COUNTY (Aug 1984) 270 MOWETZA DR, ASHLAND, OR 97520-8761, JACKSON COUNTY (Apr 1984) PO BOX 373, EUGENE, OR 97440-0373, LANE COUNTY (Apr 1984) 728 W 10TH AVE, EUGENE, OR 97402-5208, LANE COUNTY (Apr 1984) 731 W 11TH AVE APT, EUGENE, OR 97402-5382, LANE COUNTY (Apr 1984) 18603 N HWY APT, FORT BRAGG, CA 95437, MENDOCINO COUNTY

### Database #3

Name	Address	Мар	SSN/DOB	Phone
DENISE REBER REBER, D	9812 HICKOCK DR       7:         STOCKTON CA 95209-1327       7:         Reported: 7/26/2010 - 7/1/2019       7:         County: SAN JOAQUIN       7:	< Maps	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	(510) 834-2494 (209) 957-6068 834-1519
DENISE REBER REBER, D	315 HANOVER AVE 301133OAKLAND CA 94606-13618Reported: 4/1/1997 - 5/15/20195County: ALAMEDA3	< Maps	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	(510) 834-1519 (510) 451-1928 834-1519 (209) 745-4380
DENISE REBER	23824 PO BOX 12 OAKLAND CA 94623 <b>Reported:</b> 12/24/2014 - 12/24/2014 <b>County:</b> ALAMEDA	K Maps	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	(510) 834-2494 (209) 957-6068 (510) 834-1519
	763 25TH AVE       12         SAN FRANCISCO CA 94121       12         Reported:       10/31/2014 - 10/31/2014	¢	569-29-XXXX <b>Issued:</b> 1974 in CA	

DENISE REBER	County: SAN FRANCISCO		Maps	DOB: 10/XX/1958 Age: 60	
DENISE REBER	19 PO BOX BOONVILLE CA 95415 <b>Reported:</b> 3/12/2013 - 3/12/2013 <b>County:</b> MENDOCINO	1x	Maps	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	
DENISE REBER	6106 HARRISBURG PL STOCKTON CA 95207-4155 <b>Reported:</b> 11/30/2005 - 10/8/2012 <b>County:</b> SAN JOAQUIN	2x 2	Maps	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	
DENISE REBER	4234 PINEHURST CIR CA9521 1 STOCKTON CA 95219 <b>Reported:</b> 8/30/2012 - 8/30/2012 <b>County:</b> SAN JOAQUIN	x	Maps	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	
DENISE REBER	100 BAY PL OAKLAND CA 94610 <b>Reported:</b> 10/6/2011 - 10/6/2011 <b>County:</b> ALAMEDA	3x	Maps	569-29-XXXX <b>Issued:</b> 1974 in CA <b>DOB:</b> 10/XX/1958 <b>Age:</b> 60	
	1429 SHERMAN ST ALAMEDA CA 94501 <b>Reported:</b> 10/1/1994 - 9/15/2011	1x		569-29-XXXX <b>Issued:</b> 1974 in CA	
DENISE REBER	County: ALAMEDA		Maps	DOB: 10/XX/1958 Age: 60	
DENISE KEBER	689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 1/25/2011 - 1/25/2011 <b>County:</b> ALAMEDA	1x	Maps	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	(510) 205-8050
DENISE REBER	689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> Not Specified - 1/25/2011 <b>County:</b> ALAMEDA	8x	Maps	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	(209) 957-6068 (510) 834-1519 (510) 205-8050 834-1519
		1v			

100 LOCUST DR

1x

DENISE REBER	VALLEJO CA 94591 <b>Reported:</b> 4/30/2009 - 4/30/2009 <b>County:</b> SOLANO		Maps	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	
DENISE REBER REBER, D	11098 TWIN CITIES RD GALT CA 95632-8404 <b>Reported:</b> 2/1/2000 - 2/25/2004 <b>County:</b> SACRAMENTO	7x	Maps	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	(209) 745-4380 834-1519
DENISE REBER	112 ESTATES DR PIEDMONT CA 94611-3314 <b>Reported:</b> 12/17/1994 - 8/28/2001 <b>County:</b> ALAMEDA	7x	Maps	569-29-XXXX Issued: 1974 in CA DOB: 10/XX/1958 Age: 60	834-1519 (510) 834-2494
DENISE REBER	112 ESTATES DR OAKLAND CA 94611 <b>Reported:</b> 11/13/2000 - 11/13/200 <b>County:</b> ALAMEDA	1x 00	Maps	569-29-XXXX Issued: 1974 in CA DOB: 3/XX/1959 Age: 60	834-1519
DENISE REBER	2050 GLENROB AVE UKIAH CA 95482 <b>Reported:</b> 8/29/2000 - 8/29/2000 <b>County:</b> MENDOCINO	1x	Maps	569-29-XXXX <b>Issued:</b> 1974 in CA <b>DOB:</b> 10/XX/1958 <b>Age:</b> 60	
DENISE REBER	689 4TH ST OAKLAND CA 94607 <b>Reported:</b> 2/1/2000 - 2/1/2000 <b>County:</b> ALAMEDA	1x	Maps	569-29-XXXX Issued: 1974 in CA DOB: 3/XX/1959 Age: 60	834-1519
DENISE REBER	315 HANOVER AV 101 OAKLAND CA 94606 <b>Reported:</b> 4/1/1997 - 4/1/1997 <b>County:</b> ALAMEDA	1x	Maps	569-29-XXXX Issued: 1974 in CA DOB: 3/XX/1959 Age: 60	834-1519
DENISE REBER	505 HILLSDALE AVE       1x         SAN JOSE CA 95136       1x         Reported: 7/31/1991 - 1/29/1992       1x         County: SANTA CLARA       1x	Maj	lss	9-29-XXXX sued: 1974 in CA DB: 10/XX/1958 Age: 60	

# **REAL PROPERTY OWNERSHIP RECORDS**

<u>Record #1</u>: A search of California real property ownership records statewide and jurisdictions available on-line nationwide identified one record of current property ownership associated with Denise Reber, a single-family residence located at 9812 Hickock Dr., Stockton, CA 95209. On August 5, 2019, a call to the San Joaquin County Assessor's Office confirmed the following information as current: Denise L. Reber is the current property owner of 9812 Hickock Drive, Stockton, CA 95209, a HOEX is on file and the Assessor's tax mailing address of record is the same as the property address. Per the database record, Ms. Reber holds title as a married woman with separate property ownership rights.

A Deed of Trust executed by Ms. Kendrick/Reber on 7/7/2006 associated with the financing of 9812 Hickock Dr., Stockton, CA 95209 contains the following Occupancy Clause:

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

A second clause further addresses the occupancy requirement:

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Also recorded on 7/13/2006 was an Interspousal Transfer Deed conveying all interest in 9812 Hickock Dr., Stockton, CA 95209 from "Ardie W. Kendrick, husband of Denise Reger" to "Denise Reber, a married woman" to hold as "her sole and sole and separate property and Carlen's Country Guest Home and Rosen's Inc, a California Corporation".

(see attached 9812 Hickock Deed of Trust and Interspousal Transfer Deed)

Purchase Date: 05/23/2006				
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	Latest Tax Roll/Assessment Information			
COUNTY)	Tax Year: 2018			
Homestead	Tax Amount: \$4,033.64			
APN: 072-170-30	Assessed Year: 2018			
APN Sequence Number: 001	Assessed Value: \$354,500			
Date Subject First Seen as Owner: 05/23/2006	Sale Date: 05/23/2006			
Date Subject Last Seen as Owner: 2018	Sale Amount: \$379,000			
Subdivision Name: WESTERN VALLEY ESTATES	Document Number: 150629			
Legal Description: TRACT 1278 LOT 257	Total Value: \$354,500			

Building Square Feet: 2,226 Living Square Feet: 2,226 Land Square Feet: 6,292 Year Built: 1978

Most Current Ownership Information - 05/23/2006

Land Value: **\$90,000** Improvement Value: **\$264,500** Bedrooms: **4** Baths: **3** 

Owner: DENISE L REBER Mortgage Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556 Lender: MORTGAGE ELECTRONIC REGISTRATIMortgage (ALAMEDA COUNTY) Amount: \$303,200 Mortgage Loan Type: Conventional Seller: YOUNG WILLIAM J & YOKO 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN Mortgage Date: 07/07/2006 Mortgage Interest Rate Type: Adjustable COUNTY) Owner Ownership Rights: Separate Property Owner Relationship Type: Married Woman <u>Mortgage</u> Sale Date: 05/23/2006 Lender: BANK OF AMERICAMortgage Amount: \$303,200 Sale Code: Full Value Mortgage Loan Type: Conventional Sale Amount: \$379,000 Mortgage Date: 07/07/2006 Absentee Indicator: Situs Address Taken From Sales Transaction Mortgage Interest Rate Type: Adjustable - Determined Absentee Owner Deed Sec Cat: Residential (Modeled) Mortgage Universal Land Use: Single Family Residence Lender: MORTGAGE ELECTRONIC REGISTRATIMortgage Amount: \$303,200 Property Indicator: Single Family Residence/Townhouse Resale New Construction: Resale Mortgage Loan Type: Conventional Residential Model Indicator: Based On Zip Code and Value Mortgage Date: 07/07/2006 **Property is Residential** Mortgage Interest Rate Type: Adjustable Mortgage Mortgage Amount: \$303,200 Mortgage Loan Type: Conventional Mortgage Date: 07/07/2006 Mortgage Interest Rate Type: Adjustable Mortgage Lender: BAC HM LNS SVCNG LPMortgage Amount: \$303,200 Mortgage Loan Type: Conventional Mortgage Date: 07/07/2006 Mortgage Interest Rate Type: Adjustable Mortgage Lender: NATIONS FIRST LNDG INCMortgage Amount: \$303,200 Mortgage Interest Rate: 1.2500% Mortgage Loan Type: Conventional Mortgage Deed Type: Deed of Trust Mortgage Term: 30 Years Second Mortgage Amount: \$37,900 Second Mortgage Loan Type: CNV Second Mortgage Deed Type: TR Mortgage Date: 07/07/2006 Mortgage Due Date: 08/01/2036 Mtg Sec Cat: CNV, Adjustable, Conforming Mortgage Interest Rate Type: Adjustable

#### Previous Ownership Information - 07/06/2006

Owner: DENISE REBER Owner: HOME GUEST CARLENS COUNTRY Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) Seller: ARDIE W KENDRICK	<u>Mortgage</u> No Mortgage
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9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN
COUNTY)
Owner Ownership Rights: Separate Property
Owner Relationship Type: Married Woman
Sale Date: 07/06/2006
Sale Code: Sale Price (Partial)
Absentee Indicator: Situs Address Taken From Sales Transaction
- Determined Absentee Owner
Deed Sec Cat: Interfamily Transfer, Resale, Cash Purchase,
Residential (Modeled)
Universal Land Use: Single Family Residence
Property Indicator: Single Family Residence/Townhouse
Inter Family: Yes
Resale New Construction: Resale
Residential Model Indicator: Based On Zip Code and Value
Property is Residential

### Previous Ownership Information - 05/23/2006

Owner: DENISE L REBER Mailing Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Seller: YOUNG WILLIAM J & YOKO 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Separate Estate/Property Owner Relationship Type: Married Woman Sale Date: 05/23/2006 Sale Code: Full Value Sale Amount: \$379,000 Absentee Indicator: Owner Occupied Universal Land Use: Single Family Residence Property Indicator: Single Family Residence Residential Model Indicator: Property is Residential	Mortgage Information not available
Residential Model Indicator: Property is Residential	

#### **Previous Ownership Information**

Owner: YOUNG WILLIAM J & YOKO TRUSTEE	Mortgage Information not available
Owner: UDT	5.5
Mailing Address: 628 CENTRAL AVE, TRACY, CA 95376-4102	
(SAN JOAQUIN COUNTY)	
Seller: PISHOS THOMAS A & BONNIE TRUSTEES & PIS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Trustee	
Business Name: YOUNG WILLIAM J & YOKO TRUSTEE	
Sale Code: Sale Price (Full)	
Sale Amount: <b>\$140,000</b>	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Resale	
Property Indicator: Miscellaneous	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	

**Previous Ownership Information** 

9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Deed Sec Cat: Resale Property Indicator: Miscellaneous Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Mortgage Information not available
	COUNTY) Deed Sec Cat: Resale Property Indicator: Miscellaneous Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value

#### Previous Ownership Information

Owner: PISHOS THOMAS A & BONNIE TRUST	Mortgage Information not available
Owner: T PISHOS	
Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN	
JOAQUIN COUNTY)	
Seller: THOMAS PISHOS	
Seller: B PISHOS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Trustee	
Business Name: PISHOS THOMAS A & BONNIE TRUST	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Interfamily Transfer, Resale	
Property Indicator: Miscellaneous	
Inter Family: Yes	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	

### **Previous Ownership Information**

Owner: THOMAS PISHOS	Mortgage Information not available
	mongage mornation not available
Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN JOAQUIN COUNTY)	
Seller: THOMAS PISHOS	
Seller: B PISHOS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Relationship Type: Husband/Wife	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Interfamily Transfer, Resale	
Property Indicator: Miscellaneous	
Inter Family: Yes	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	

### **Previous Ownership Information**

Owner: THOMAS & BONNIE PISHOS TE Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN JOAQUIN COUNTY) Seller: THOMAS PISHOS Seller: BONNIE PISHOS	Mortgage Information not available
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	

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#### **Previous Ownership Information**

	Owner: PATRICIA GRAHAM Owner: MICHAEL KLEIN Mailing Address: 1433 WEBSTER ST, OAKLAND, CA 94612-3203 (ALAMEDA COUNTY) 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Resale	Mortgage Information not available
	Property Indicator: Miscellaneous	
	Resale New Construction: Resale	
- 1	Residential Model Indicator: Based On Zip Code and Value	
	Property is Not Residential	

# **ALAMEDA COUNTY RECORDER INDEXES:**

On August 5, 2019, a search of Alameda County Recorder's indexes, identified the same three recordings under Denise Reber, between 2011-2015 as reported in the previous Denise Kendrick report of 4/30/2018. Per that report, the liens in 2014 and 2015 were recorded by the Board of Equalization regarding Ms. Reber's business and as such identify her business address at 689 4<sup>th</sup> St., Oakland, CA. The two liens from 2010 are a State Tax Lien Release and an IRS Federal Tax lien, likely in connection with Ms. Reber's personal tax returns. Those two liens identify Ms. Reber's residence address at 9812 Hickcock, Dr., Stockton, CA.

	#	□ Instrument # Book-Page	Date Filed	Document Type	Name Associated Name
1		2014088915 04/11/2014 <sup>No</sup> (S	OTICE OF TAX LIEN TATE)	[R] REBER DENISE [E] STATE CALIFORNIA EQUALIZATION	Perm

2	2015042464	02/11/2015 <sup>NOTICE OF TAX LIEN</sup> (STATE)	[R] REBER DENISE [E] STATE CALIFORNIA EQUALIZATION	Perm
3	2011097740	04/01/2011ABSTRACT OF JUDGMENT	[R] REBER DENISE L [E] CHASE BANK USA	Perm

# SAN JOAQUIN COUNTY RECORDER INDEXES:

<u>Record #1:</u> On August 5, 2019, a search of San Joaquin County Recorder's indexes, identified 37 recordings under Denise Reber and one recording under Denise Kendrick, between 2005-2014.

<u>Record #2:</u> One recording under Denise Kendrick was identified with a fictitious business name Handyplus recorded with Ardie W. Kendrick and Dayna L. Jean. Handyplus was identified as a handyman service in Stockton, CA (see Business Entities/Employment Records section below for the additional details).

<u>Record #3:</u> A California Franchise tax lien was recorded on 02/06/2008with an address of record for 9812 Hickock Drive, Stockton, CA. The lien was released on 11/17/2010.

<u>Record #4:</u> An IRS federal tax lien recorded was on 06/07/2009 withan address of record for 9812 Hickock Drive, Stockton, CA. The lien was released on 06/13/2012.

Record #1:

Denise Reber

#### Name Search - Web Grantor and Grantee contains REBER DENISE

	2014-032924 • Lien/Judgment-State Recording Date 04/07/2014	Grantor REBER DENISE	Grantee CALIFORNIA ST EQUAL	
S	2013-021583 • Substitution Of Trustee			
	Recording Date 02/15/2013	Grantor (2) <b>REBER DENISE L</b>	Grantee RECONTRUST CO	
R	2013-021583 • Reconveyance			
	Recording Date 02/15/2013	Grantor RECONTRUST CO	Grantee REBER DENISE L	
R	2012-130019 • Reconveyance			
	Recording Date 10/05/2012	Grantor JP MORGAN CHASE BK	Grantee (2) REBER DENISE L	
S	2012-130019 • Substitution Of Trustee			
	Recording Date 10/05/2012	Grantor (3) REBER DENISE L	Grantee JP MORGAN CHASE BK	
R	2012-122358 • Reconveyance			
	Recording Date 09/20/2012	Grantor JP MORGAN CHASE BK	Grantee (2) REBER DENISE L	
S	2012-122358 • Substitution Of Trustee			
	Recording Date 09/20/2012	Grantor (3) REBER DENISE L	Grantee JP MORGAN CHASE BK	
L	2012-116524 • Lien-Release			
	Recording Date 09/10/2012	Grantor LINCOLN VILLAGE HOMES ASSN NUMBER 2	Grantee (2) REBER DENISE L	
R	2012-113118 • Rescission Of Default			
	Recording Date 09/04/2012	Grantor (3) REBER DENISE L	Grantee	
D	2012-109141 • Deed			
	Recording Date 08/24/2012	Grantor (2) REBER DENISE L	Grantee AMES RAYMOND	
D	2012-088528 • Deed Of Trust-Assignment			
	Recording Date 07/13/2012	Grantor (2) REBER DENISE L	Grantee BANK OF AMER	
R	2012-073721 • Release-Federal			
	Recording Date 06/13/2012	Grantor USA INTERNAL REV	Grantee (2) REBER DENISE	
R	2012-029829 • Rescission Of Default			
	Recording Date 03/09/2012	Grantor (2) REBER DENISE L	Grantee	
D	2012-019702 • Default			
	Recording Date 02/17/2012	Grantor (2) REBER DENISE L	Grantee	
N	2011-105607 • Notice Of Trustees Sale			
	Recording Date 09/01/2011	Grantor (4) REBER DENISE L	Grantee	

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L	2011-094143 • Lien Recording Date	Grantor (2)	Grantee	
	08/08/2011	REBER DENISE L	LINCOLN VILLAGE HOMES ASSN NUMBER 2	
N	2011-009982 • Notice Of Trustees Sale			
	Recording Date 01/25/2011	Grantor (4) <b>REBER DENISE L</b>	Grantee	
R	2010-149309 • Release-State			
	Recording Date 11/17/2010	Grantor CALIFORNIA ST FRANCHISE TAX	Grantee (2) <b>REBER DENISE</b>	
N	2010-136497 • Notice Of Trustees Sale			
	Recording Date 10/19/2010	Grantor (4) <b>REBER DENISE L</b>	Grantee	
0	2010-075035 • Lien/Judgment-Federal			
	Recording Date 06/07/2010	Grantor (2) <b>REBER DENISE</b>	Grantee <b>USA INTERNAL REV</b>	
R	2010-070439 • Rescission Of Default			
	Recording Date 05/26/2010	Grantor (2) <b>REBER DENISE L</b>	Grantee	
N	2010-040713 • Notice Of Trustees Sale			
	Recording Date 03/23/2010	Grantor (2) <b>REBER DENISE L</b>	Grantee	
D	2010-026461 • Default			
	Recording Date 02/24/2010	Grantor (3) <b>REBER DENISE L</b>	Grantee .	

D	2010-026460 • Deed Of Trust-Assignment			l
	Recording Date 02/24/2010	Grantor (3) REBER DENISE L	Grantee WELLS FARGO BK TR	
s	2009-184383 • Substitution Of Trustee			
	Recording Date 12/30/2009	Grantor (2) <b>REBER DENISE L</b>	Grantee RECONTRUST CO	
D	2009-184383 • Deed Of Trust-Assignment			
	Recording Date 12/30/2009	Grantor (2) REBER DENISE L	Grantee BAC HOME LN SERV LP	
D	2009-164445 • Default			
	Recording Date 11/13/2009	Grantor (2) REBER DENISE L	Grantee	
L	2008-020923 • Lien/Judgment-State			
	Recording Date 02/06/2008	Grantor (2) REBER DENISE	Grantee CALIFORNIA ST FRANCHISE TAX	
D	2006-150632 • Deed Of Trust			
	Recording Date 07/13/2006	Grantor REBER DENISE L	Grantee (2) NATIONS FIRST LENDING INC	
A	2006-150632 • Assignment Of Rents			
	Recording Date 07/13/2006	Grantor REBER DENISE L	Grantee (2) MORTGAGE ELECTRONIC REGISTRATION SYSTEMS	
D	2006-150631 • Deed Of Trust			
	Recording Date 07/13/2006	Grantor REBER DENISE L	Grantee (2) NATIONS FIRST LENDING INC	
D	2006-150630 • Deed			
	Recording Date 07/13/2006	Grantor KENDRICK ARDIE W	Grantee (2) REBER DENISE	
D	2006-150629 • Deed			
	Recording Date 07/13/2006	Grantor (2) YOUNG WILLIAM J TR	Grantee REBER DENISE L	
D	2005-306097 • Deed Of Trust			
	Recording Date 12/08/2005	Grantor (2) <b>REBER DENISE L</b>	Grantee WASHINGTON MUTL BK	
D	2005-306096 • Deed Of Trust			
	Recording Date 12/08/2005	Grantor (2) <b>REBER DENISE L</b>	Grantee WASHINGTON MUTL BK	
D	2005-306095 • Deed			
-	Recording Date 12/08/2005	Grantor KENDRICK ARDIE	Grantee REBER DENISE L	
D	2005-306094 • Deed			
	Recording Date 12/08/2005	Grantor SEHON MICHAEL W	Grantee (2) REBER DENISE L	

# Record #2:

# **Denise L Kendrick**

Showing page 1 of 1 for 1 Total Results

Name Search - Web Grantor and Grantee contains KENDRICK DENISE L



2011-070556 • Fictitious Business Name Recording Date 06/13/2011

Grantor (4) KENDRICK DENISE L Grantee

Record #3:

2008 State Tax Lien

Recording Requested by

STATE OF CALIFORNIA FRANCHISE TAX BOARD Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section PO BOX 2952 Sacramento CA 95812-2952 Doc #: 2008-020923 2/6/08 9:43 AM Page: 1 of 1 Fee: \$0 Gary W. Freeman San Joaquin County Recorders Paid By: CALIFORNIA ST FRANCHISE TAX



NOTICE OF STATE TAX LIEN

FILED WITH: SAN JOAQUIN

CERTIFICATE NUMBER: 08033120448

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : ARDIE KENDRICK DENISE REBER

FTB Account Number : 1210399534

Social Security Number(s) : XXX-XX-6797 XXX-XX-7660 Last Known Address : 9812 HICKOCK DR : STOCKTON CA 95209-1327

For Taxable Years : 2006

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
\$11,371.00	\$1,047.91	\$717.75	\$11.00	\$0.00	\$-892.00	\$12,255.66

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 02/06/08

Collection Bureau Telephone Number: (916) 845-4350

\*Additional interest is accruing at the rate prescribed by law.

By:

FRANCHISE TAX BOARD

of the State of California

Authorized facsimile signature.

FTB 2930 V1 ARCS (REV 06-2007)

# 2010 Release of State Tax Lien

Recording Requested by

STATE OF CALIFORNIA FRANCHISE TAX BOARD Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section PO Box 2952 Sacramento CA 95812-2952

STATE OF CALIFORNIA FRANCHISE TAX BOARD

Doc #: 2010-149309

11/17/2010 11:11 AM

Page 1 of 1 Fee: \$13.00 San Joaquin County Recorders

Paid By: CALIFORNIA ST FRANCHISE TAX

#### RELEASE OF LIEN

The Franchise Tax Board of the State of California hereby releases the lien imposed under Parts 10 or 11 of Division 2 of the Revenue and Taxation Code as evidenced by the following described certificate of tax, interest and penalties due:

Certificate Number Filed Against	: 08033120448 : ARDIE KENDRICK : DENISE REBER

FTB Account Number Social Security Number (s) Corporate Number	: 1210399534 : XXX-XX-6797 XXX-XX-7660 :
FEIN	
Filed With	: SAN JOAQUIN
Lien Recorded	: 02/06/2008
Document No./Book No.	: 2008-020923
Page	:

IN WITNESS WHEREOF, the Franchise Tax Board has duly authorized the undersigned to execute this Release in its name.

DATED: 11/15/10

FRANCHISE TAX BOARD of the State of California

Collection Bureau Telephone Number: (916) 845-4350

Will & June By:

Authorized facsimile signature.

FTB 2730E V ARCS (REV 03-2010)

# <u>Record #4:</u> 2012 IRS – Certificate of Release of Federal Tax Lien / 2010 Federal Tax Lien

4

ORTC12/1020799\_CG

When Recorded Mail To:

Internal Revenue Service Attn.: F. McNulty 1301 Clay St., Suite 1410S Oakland, CA 94612-0038 Doc #: 2012-073721 06/13/2012 08:27:20 AM Page 1 of 2 Fee: \$17.00 Kenneth W. Blakemore San Joaquin County Recorder Paid By: OLD REPUBLIC TITLE COMPANY

(The above space reserved for County Recorder use only.)

**Internal Revenue Service** 

### Certificate of Release of Federal Tax Lien

2012-073721 Page 2 of 2 06/13/2012 08:27:20 AM

For Use by Recording Office

Form 668(Z) (Rev. 10-1999)

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#### Department of the Treasury - Internal Revenue Service Certificate of Release of Federal Tax Lien

District SMALL BUSINESS/SELF EMPLOYED #7 Serial Number 662537710

Name of Taxpayer

ARDIE KENDRICK & DENISE REBER

Residence

9812 HICKOCK DR. STOCKTO, CA 95209-1327

Kind of Tax <i>(a)</i>	Tax Period Ended (b)	Identifying Number (C)	Date of Assessment (d)	Last Day for Refiling <i>(e)</i>	Unpaid Balance of Assessment (1)
1040	12/31/2006	XXX-XX-6797	03/16/2009	04/16/2019	23299.77
				3	
Place of Filin	g			L	
COUNTY RE	COREDR, SAN JOAQ	UIN COUNTY, STOCT	ON, CA	Total	\$ 23299.77
		OAKLAND,		****	L
This notice	was prepared and s	igned at			, on this,
19TH the	SEPTEM day of				
Signature			Title		
C.Van	Hook AG n	n	A.1.AD	VISORY ACT	ING GROUD Mana
(NOTE): C		aw to take acknowledgments is not	essential to the validity of Certil	icate of Release of Federal Tax lie	n Rev. Rul. 71-466, 1971-2 C. B. 409 Form <b>668 (Z)</b> (C) (Rev. 10-1999)
					Cat. No. 60026

Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE PO BOX 145585, STOP 8420G CINCINNATI, OH 45250-5585

Doc #: 2010-075035	
Mon Tun 07 09:24:14 PU1 201	0
Dane 1 of 1 Fee: \$13.00	
Valacto II Blakemore	_
San Joaquin County Recorders Paid By: USA INTERNAL REV	3
Paid By: USA INTERNAL REV	
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For Optional Use by Recording Office

Form 668 (Y)(c)	1018 Department of the Treasury - Internal Revenue Service			
(Rev. February 2004)	Notice of Federal Tax Lien			
Area: SMALL BUSINESS/SELF EMPLOYED AREA #7		Serial Number		
Lien Unit Phone: (800) 829-3903		662537710		

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer ARDIE KENDRICK & DENISE REBER

Residence	9812 HIC STOCKTON	CKOCK DR 1, CA 95209-132	:7		
IMPORTA given in colu	NT RELEASE INI mn (e), this notice s	ORMATION: For each hall, on the day following	n assessment listed such date, operate a	below, unless notice of as a certificate of releas	the lien is refiled by the date as defined in IRC 6325(a).
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance • of Assessment (f)
1040	12/31/2006	XXX-XX-6797	03/16/2009	04/15/2019	23299.77
Place of Filing	COUNTY SAN JC	RECORDER AQUIN COUNTY ON, CA 95202	I	Total	\$ 23299.77
	as prepared and s st_day of		AKLAND, CA		, on this,
Signature for MICHA	$\mathcal{R}$ $\mathcal{A}$ $\mathcal{W}$	itchell	Title ACS (800) 8	329-3903	27-00-0008
	ertificate of officer au 71-466, 1971 - 2 C.B	ithorized by law to take ack . 409)	nowledgment is not e		Notice of Federal Tax lien orm <b>668(Y)(c)</b> (Rev. 2-2004)

Part 1 - Kept By Recording Office

rm **668(Y)(c)** (Rev. 2-2004) CAT. NO 60025X

# **DMV RECORDS:**

A search of California Department of Motor Vehicle driving records identified:

<u>Record #1:</u> A current California license for Denise Lee Reber-Kendrick, issued 08/09/2013 and expiring on 10/22/2023. No violation was noted.

<u>Record #2:</u> An inquiry of California DMV vehicle registration records by license plate number 7V48443 identified a 2003 Ford Pickup Truck registered to Denise Kendrick or Ardie W. Kendrick with registration date of 05/25/2019.

<u>Record #3:</u> An inquiry of California DMV vehicle registration records keyed to the subject address identified no vehicles registered to Denise Kendrick at 315 Hanover, Oakland, CA.

<u>Record #4:</u> An inquiry of California DMV vehicle registration records keyed to the 9812 Hickock Drive, Stockton, CA identified a 2018 Hyundai – license plate 8FOL030 vehicle registered to Denise Kendrick. The dates of registration are from 8/20/2018 to 8/20/2019.

# Record #1

SEQ:7387817 REF: KENDE CUST#:OL97595 AGENT: THERESA	A WO REC DATE: 08/05/19 TIME: 09:53			
ON-LINE DRIVER RECORD FOR THE STATE OF CA				
LIC: N4718662 BD: 10/XX/58 AGE: 60	SEX: FEMALE HT: 5`03 EYES: BLUE WT: 120lbs HAIR: BROWN			
REBERKENDRICK, DENISE LEE	CLASS C NON-COMMERCIAL LICENSE ISSUE DATE: 08/09/13 LICENSE EXPIRES ON: 10/22/23 STATUS			
VALID. SECOND RENEWAL BY MAIL.				
HISTORYHISTORY				
VIOL/DT CONV/DT SECTION NONE TO REPORT	ABSTRACTSDOCKET COURT VEHICLE UPDATED			

SEQ:7400709 REF: KENDRICK CUST#:OL97595 OV AGENT: TAVA MIYAT REC DATE: 08/08/19 TIME: 3:21PM \_\_\_\_\_ ON-LINE VEHICLE RECORD FOR THE STATE OF CA \_\_\_\_\_ ITEM REQUESTED: 7V48443 -----BASIC RECORD------LICENSE: 7V48443 VEH ID NO: 1FTRX17273NA42012 MODEL YEAR: 03 MAKE/BUILDER: FORD POWER/FUEL: G - GAS VLF CLASS: EN (\$19,600 TO \$19,799.99) \*-YEAR: 05 # OF AXLES: 2 UNLADEN WEIGHT: 04420 LEG OWNER CD: 9 DATE EXPIRES: 04/30/20 REGISTRATION ISSUE DATE: 05/25/19 SOLD/PURCHASED: / / OWNERSHIP ISSUE DATE: 05/26/10 BODY CODE: P - 4 DR EXTENDED CAB PICKUP BODY TYPE MODEL: 4C - 4 DR EXTENDED CAB PICKUP TYPE LICENSE: 31 - REGULAR COMMERCIAL TYPE VEHICLE: 37 - COMMERCIAL-USED NONRESIDENT -----REGISTERED OWNER-----KENDRICK ARDIE W OR KENDRICK DENISE 05/17/19 SMOG DUE 04/30/21 07/21/05 PREV LIC 313143S 05/14/2010-ODOMETER: 104,500 MILES ACTUAL MILEAGE ESTIMATE ONLY! Based on information received from DMV. It does not include transfers, duplicates, etc. We make no representation or warranties, either expressed or implied, regarding the currentness, accuracy and/or completeness of any data. NO FEES CURRENTLY DUE BASED ON REGISTRATION DUE DATE OF 04/30/2020. 

D M V VEHICLE REGISTRATION INFORMATION AUTOMATED NAME INDEX

.

.



# 

LIST DATE: OB/14/19 ATTN: KR INFO CODE: 5 W

DATE/TIME OF RESPONSE: 08/14/19 07:42 NAME: KENDRICK DENISE

315 OAKLAND

END OF DATA

NO RECORD FOR CRITERIA GIVEN

# D M V VEHICLE REGISTRATION INFORMATION AUTOMATED NAME INDEX

LIST DATE: 08/09/19 ATTN: JF INFO CODE: 5

DATE/TIME OF RESPONSE: 06/09/19 15:10 NAME: REBERKENDRICK DENISE

981 STOCKTON

REG VALID FROM: 09/20/18 TO 08/20/19 LIC#:BFOL030 YRMD:18 MAKE:HYUN BTM :UT VIN :KM8K2CAA9JU094851 SOLD:00/00/18 CLAS:FN TYPE:11 VEH :11 BODY:0 POWR:6 LOCD:4

OWNER ISS: 09/11/18

MORE

2

DATE/TIME OF RESPONSE: 08/09/19 15:16 NAME: REBERKENDRICK DENISE 981 STOCKTON REG ISS: 09/06/18 R/O :HYUNDAI LSE TITENG TEST LSR, REBERKENDRICK DENISE L LSE

C.C.: ZIP : CITY: LZO SHYUNDAI LEASE TITLING TRST, PO BX 185299, ATLANTA CITY:GA ZIP: 30348 CLEARANCE INFORMATION RECORDS: TTC VALUE FICHE DATE SEQ # TECHZID OFFICE WORK DATE 00334.00 00/00/80 800 0066 JD 09/08/18 V81. Z04 00000.00 08/08/00 0992 AS 89/11/18 ALM

REC STATUS: 09/07/18 SMOG DUE 08/20/24

08/18/2018-ODOMETER: 88 MILES ACTUAL MILEAGE END OF DATA

# **VEHICLE SIGHTINGS:**

<u>Record #1</u>: On August 5, 2019, an updated nationwide search keyed to license plate number 67465W1 identified one new sighting since the last sightings on February 27, 2019 (see previous report), the one sighting was at the residence of 9812 Hickock Drive, Stockton, CA on April 17, 2019 at 3:46am.

<u>Record #2</u>: On August 8, 2019, an updated nationwide search keyed to license plate number 7V48443 identified two new sightings since the last sightings on February 27, 2019. Both sightings were in the direct vicinity of the residence of 9811 Hickock Drive, Stockton, CA on May 14, 2018 at 11:49pm and May 29, 2018 at 11:57pm (see previous report).

<u>Record #3</u>: On August 14, 2019, a review of a nationwide Vehicle Sightings database under the license plate for a 2018 Hyundai – 8FOL030 identified one sighting on April 17, 2019. The sighting was in the immediate vicinity of 9819 Hickock, Stockton, CA at 3:46am.

#### Record # Plate 1 DateTime GMTDateTime Location Address IR Plate Color Overview 1 67465W1 04-17-19 04-17-19 9819 Hickock Dr, Stockton, CA 95209, 03:46:32 AM 10:46:32 AM USA 2 67465W1 04-17-19 04-17-19 9819 Hickock Dr, Stockton, CA 95209, 03:46:04 AM 10:46:04 AM USA 67465W1 Record #2 Record # Plate 1 DateTime GMTDateTime Location Address IR Plate Color Overview 1 7V48443 05-28-18 05-29-18 9811 Hickock Dr. Stockton, CA 95209, 11:57:11 PM 06:57:11 AM USA 2 7V48443 05-14-18 05-15-18 9811 Hickock Dr, Stockton, CA 95209, 11:59:28 PM 06:59:28 AM USA

# Record #3

8FOL030

04-17-19 04-17-19 03:46:04 AM 10:46:04 AM 9811 Hickock Dr, Stockton, CA 95209, USA



# **VOTER REGISTRATION:**

<u>Record #1</u>: On August 5, 2019, an online search of Alameda Voter Registration records keyed to Date of Birth: 10/XX/1958 and Last 4 SSN: XXXX; identified a voter registration record under Denise Reber Kendrick at 689 4<sup>th</sup> Street, Oakland, CA with registration date of 11/28/2018.

<u>Record #2:</u> On August 5, 2019, an online search of CA SOS Voter Registration records keyed to First Name: Denise; Last Name: Reber; CA Driver License: N4718662; Last 4 SSN: XXXX and Date of Birth: 10/XX/1958, identified a voter registration record for Denise Rebert Kendrick at 689 4<sup>th</sup> Street, Oakland, CA 94607. Secretary of State records show November 6, 2018 to be the last voted date.

NOTE: From the 10/02/2018 Update Report: An updated review of voter registration found that Ms. Reber-Kendrick had transferred her address of record since the last review on 4/30/2018 from 112 Estates Drive, Piedmont, CA to 689 4<sup>th</sup> St., Oakland, CA 94607. 689 4<sup>th</sup> St., Oakland is not a residence address, but rather is a commercial address with a long association with Denise Reber-Kendrick and her husband, Ardie Kendrick's, business interests (see Denise Kendrick 4/30/2018 and Ardie Kendrick 6/14/2018 reports). No record was identified associating Ms. Kendrick with 315 Hanover Ave, Oakland, CA.





# My Voter Status

First name	DENISE
Last name	REBERKENDRICK
Your preferred language to receive election material is	ENGLISH
Address where you are registered to vote	689 4TH ST OAKLAND 94607
Mailing Address	PO BOX 23824 OAKLAND, CA 94623
Your political party preference is	NO PARTY PREFERENCE
You are registered as a permanent vote-by-mail voter	YES
You are registered to vote in	ALAMEDA COUNTY
	County website: http://www.acgov.org/rov
	County phone: 510-272-6933

#### Voting History

If you voted in an election, you can see if you voted at a polling place, vote center, voted by mail, or cast a provisional ballot.

If you do not see a recent election that you voted in, it may be because your county has not yet sent information about your ballot to the Secretary of State. Counties have up to 60 days after the election to provide this information to the Secretary of State.

Please note that any voting history prior to the November 6, 2016, General Election is not displayed on this website.

For the most up-to-date status, please contact your county elections office or use their online ballot status tool:	
http://www.sos.ca.gov/elections/ballot-status/	

Select an election	n* 11/0	6/2018 - 2018 STATEWIDE GENERAL ELECTION 🗸
[	Show	Status
For this election	n, you were	mailed a vote by mail ballot.
Date ballot was mailed by	y county	9/9/2018 12:00:00 AM
Date ballot was received by	y county	11/6/2018 12:00:00 AM
	County	ALAMEDA
Ballo	ot Status	Accepted

### **BUSINESS ENTITIES/EMPLOYMENT RECORDS:**

A search of nationwide business databases including proprietary employment databases, as well as California Secretary of State Corporation, LLC, and Limited Partnership records, California Fictitious Business Name (FBN) Records, California Board of Equalization Records, Corporate Affiliation Databases, California Department of Consumer Affairs Professional License Records – including the State Contractors Licensing Board, Uniform Commercial Code (UCC), identified the following:

<u>Record #1</u>: California Secretary of State, Department of Corporations records for: GFL Inc., Status – Active. Denise L. Reber, CEO and Agent at 689 4<sup>th</sup> St., Oakland, CA.

<u>Record #1a</u>: Statement of Information dated 12/22/2017 identifying Denise L. Ruber at the business address as shown above. The most current SI is dated 11/30/2018 and had no changes (attached).

<u>Record #2</u>: One-page website for GFL, Inc. identifying Denise Reber – Kendrick as President at 468 4<sup>th</sup> Street, Oakland, CA with a mailing address at P.O. Box 23824, Oakland, CA.

<u>Record #3</u>: San Joaquin County Recorder identified an FBN record for Handyplus recorded with Denise L. Kendrick, Ardie W. Kendrick and Dayna L. Jean on June 13, 2011 and expired on June 13, 2016.

Record #3a: The website, Manta.com identified Handyplus as a handyman company from Stockton, CA.

About Business Notary &	Auther	ntications Electio	ns Ca	mpaign & Lobb	ying State Archives	Registries	News	Contact	<b>)</b>
Business Entities (BE)		O Busin	ess S	Search - I	Entity Detail				
Inline Services		_				-			
File LLC Statement of Information	E.			×	taily and reflects work pro				
File Corporation Statement of Information		document <u>Processing Times</u> for the rec certified record of an entity. Not all image: C0462768 GFL, INC.				y being proces	Joeu. me		not a complete of
Business Search									
Publicly Traded Disclosure Searc	h	Registration Date: Jurisdiction: Entity Type: Status:			12/30/1963 CALIFORNIA				
Current Processing Dates					DOMESTIC STOCK ACTIVE				
ervice Options			Agent for Service of Process:		DENISE L REBER 689 FOURTH STREET				
ame Availability		Line statist			OAKLAND CA 94607				
orms, Samples & Fees		Entity Address:			689 FOURTH STREET OAKLAND CA 94607				
tatements of Information innual/biennial reports)		Entity Mailing Ad	dress:		P.O. BOX 23824 OAKLAND CA 94623				
iling Tips		A Statement of Info	ormation i	s due EVERY ye	ar beginning five months	before and thre	ough the e	end of Decembe	r.
Document Type	ļt	File Date	47	PDF					
SI-NO CHANGE		11/30/2018		POF					
SI-COMPLETE		12/22/2017		7					
AMENDMENT		10/02/1995		7					
REGISTRATION		12/30/1963		Image upo	vailable. Please req	unat namer			

# Record #1a

State of California Secretary of State	S		
(Domestic Stock and Agricultural Cooperative Corporation FEES (Filing and Disclosure): \$25.00. If this is an amendment, see instructions.	ons)	FT136 FILE	
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING T	HIS FORM	In the office of the S	
1. CORPORATE NAME GFL, INC.		of the State of	California
		DEC-22	2017
2. CALIFORNIA CORPORATE NUMBER C0462768		This Space for Filin	a Use Only
		-	g ose only
No Change Statement (Not applicable if agent address of record is a P.O. Box 3. If there have been any changes to the information contained in the last S of State, or no statement of information has been previously filed, this for If there has been no change in any of the information contained in the la of State, check the box and proceed to Item 17.	Statement of Info orm must be com ast Statement of In	rmation filed with the Calif pleted in its entirety. formation filed with the Calif	-
Complete Addresses for the Following (Do not abbreviate the name of the cit 4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	y. Items 4 and 5 ca CITY	annot be P.O. Boxes.) STATE	ZIP CODE
689 FOURTH STREET, OAKLAND, CA 94607			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 689 FOURTH STREET, OAKLAND, CA 94607	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 DENISE REBER P.O. BOX 23824, OAKLAND, CA 94623	CITY	STATE	ZIP CODE
Names and Complete Addresses of the Following Officers (The corpora officer may be added; however, the preprinted titles on this form must not be altered.)           7.         CHIEF EXECUTIVE OFFICER/         ADDRESS           DENISE L REBER         P.O. BOX 23824, OAKLAND, CA 94623	tion must list these	e three officers. A comparable STATE	zIP CODE
8. SECRETARY ADDRESS DAYNA L JEAN P.O. BOX 23824, OAKLAND, CA 94623	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/ ADDRESS DENISE L KENDRICK P.O. BOX 23824, OAKLAND, CA 94623	CITY	STATE	ZIP CODE
Names and Complete Addresses of All Directors, Including Directors director. Attach additional pages, if necessary.)	Who are Also O	fficers (The corporation mu	st have at least one
10. NAME ADDRESS DENISE L REBER 689 FOURTH STREET, OAKLAND, CA 94607	CITY	STATE	ZIP CODE
11. NAME ADDRESS KAYLA C KENDRICK 151 D'ARCY PLACE, LATHROP, CA 95330	CITY	STATE	ZIP CODE
12. NAME ADDRESS DENISE L KENDRICK 689 FOURTH STREET, OAKLAND, CA 94607	CITY	STATE	ZIP CODE
13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:			
Agent for Service of Process If the agent is an individual, the agent must resid- address, a P.O. Box address is not acceptable. If the agent is another corporation, certificate pursuant to California Corporations Code section 1505 and Item 15 must be	the agent must ha left blank.	ave on file with the California	Secretary of State a
14. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corp DENISE L REBER	oration's agent MUST	have agreed to act in that capacit	y prior to the designation.
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDI 689 FOURTH STREET, OAKLAND, CA 94607	IVIDUAL CITY	STATE	ZIP CODE
Type of Business 16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION GFL, INC			
17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRE CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT. 12/22/2017 DENISE L REBER PRES	etary of state, " SIDENT	THE CORPORATION CERTIFIES	THE INFORMATION
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATU	RE
SI-200 (REV 01/2013) Page 1 of 1		APPROVED BY S	ECRETARY OF STATE

# Record #2

G.F.L., Inc.

HOME CONTACT US PHOTO GALLERY



For all your needs, big or small, give the girls at GFL a call

# Record #3

Document Type		
Fictitious Business Name		
Filing Information		
Filing Number: 2011-070556	Filing Date: 06/13/2011	
Number Pages: 1	Expires: 06/13/2016	
Business(es)		
Business Name(s)		
HANDYPLUS		
KENDRICK ARDIE W		
KENDRICK DENISE L		
JEAN DAYNA L		

<u>Record #3a</u> URL:<u>https://www.manta.com/c/mbdqb2h/handyplus</u>

#### manta Products Find a Business Blog Academy

U.S. > Stockton, CA > Construction > General Contractors-Single-Family Houses > Handyman Services >

# Handyplus

Stockton, CA 95202 **Own This Business?** Phone: (209) 405-3100 Ad **Historic Masonry Building** Masonry Restoration/ Repair Experts PA, MD, VA, WV, DC www.keystonewp.com Handyplus is a privately held company in Stockton, CA. Categorized under Handyman Services. Current estimates show this company has an annual revenue of \$500,000 to \$1 million and employs a staff of approximately 1 to 4.

# **INTERNET SEARCHES:**

Online search engine inquiries and searches of social and professional networking websites identified multiple records under the name Denise Reber or Kendrick. Records identified include the following:

Record #1: A Facebook page for Denise Reber which identified herself as the President at GFL, Inc. Her "intro" stated "Northern California Authorized Capacity Yard Truck Dealer". No residence info was referenced.

Ms. Kendrick's Facebook page has a total of 101 postings between 02/02/2019 and 08/07/2019. Eight of those posts either identify a Stockton area location or refer to Stockton area events or activity. No posts during the same time frame identify an Oakland location or address Oakland area events or activities.

The Facebook post from 08/04/2019 identified two events called Antique & Vintage Market and Antique & Vintage Flea Market, both in Folsom, CA, approximately one-hour from Stockton, CA and over twohours from Oakland, CA.

An additional post for the Lodi Street Faire posted on 07/28/2019. Lodi is about 20 minutes from Stockton.

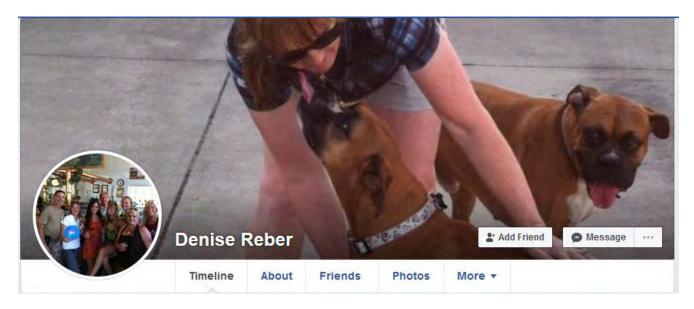
D

The remaining six posts are in Stockton, CA with the most recent on 07/28/2019 for a Summer Fest at Lincoln Center. The second and third were posted on 07/27/2019, the second for Friendship Day at Pixie Woods, a children's park in Stockton, CA and the third for Cirque Dreams Holidaze at the Bob Hope Theatre in Stockton, CA. The fourth posting was on 07/26/2019 for A Charlie Brown Christmas Live on State also at the Bob Hope Theatre. The final two were posted on 06/28/2019 referencing a lost dog in Ms. Reber's yard in Stockton.

<u>Record #2</u>: A LinkedIn page for Denise Reber identifies herself as the President at G.F.L. Inc. in Oakland, CA.

# Record #1

From: https://www.facebook.com/denise.reber.5?lst=1059881869%3A1683392306%3A1525278487





Denise Reber — Denise Reber — Denise Reber — Denise Reber — Denise Reber - Denise

Where's Lincoln?

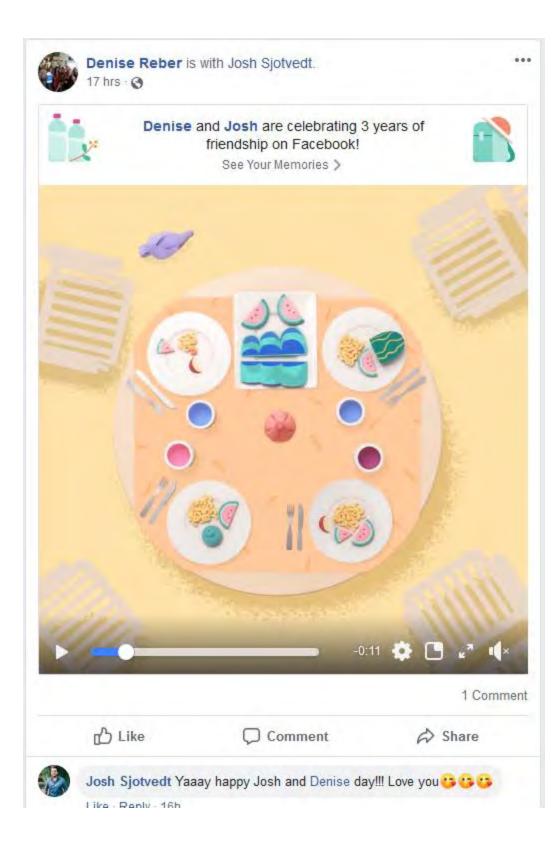
Josh Sjotvedt posted a job. 15 hrs

General contractor is looking for a lead journeyman carpenter to install Tuff Sheds with small crew in the Greater Sacramento Area. You will pick up materials d...

...

See More

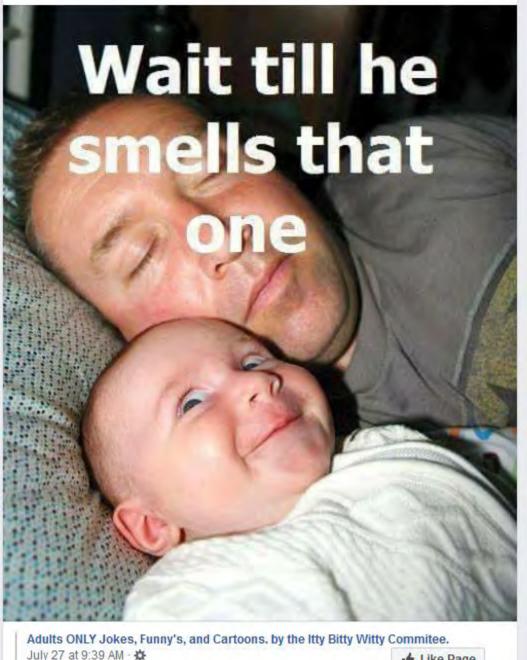








Lol



Like Page



Denise Reber July 31 at 8:48 AM · 🔇

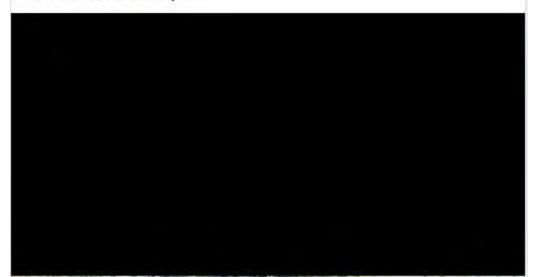
This is so true!! I know from experience

# WHEN SPENDING TIME WITH YOUR PARENTS SEEMS LIKE TOO MUCH EFFORT, REMEMBER .... ONE DAY, ALL **YOU'LL HAVE IS** THE MEMORIES... Share To Aware Like Page July 10 at 6:59 AM - 🏠



# Denise Reber July 31 at 8:44 AM - 🔇

Such an awesome family







July 31 at 8 42 AM

So true!!

I've learned that no matter what happens, or how bad it seems today, life does go on, and it will be better tomorrow. I've learned that you can tell a lot about a person by the way he/she handles these three things: a rainy day, lost luggage, and tangled Christmas tree lights. I've learned that regardless of your relationship with your parents, you'll miss them when they're gone from your life. I've learned that making a "living" is not the same thing as making a "life." I've learned that life sometimes gives you a second chance. I've learned that you shouldn't go through life with a catcher's mitt on both hands; you need to be able to throw some things back. I've learned that whenever I decide something with an open heart, I usually make the right decision. I've learned that even when I have pains, I don't have to be one. I've learned that every day you should reach out and touch someone. People love a warm hug, or just a friendly pat on the back. I've learned that I still have a lot to learn. I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel. - Maya Angelou

Wes Carr May 28, 2014 - 😯

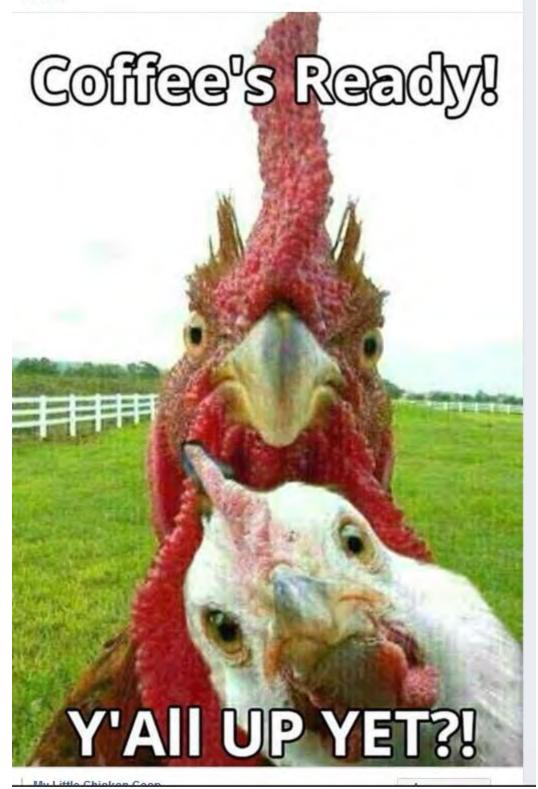
2

📫 Like Page

Indeed . Thanks @jessainscough x



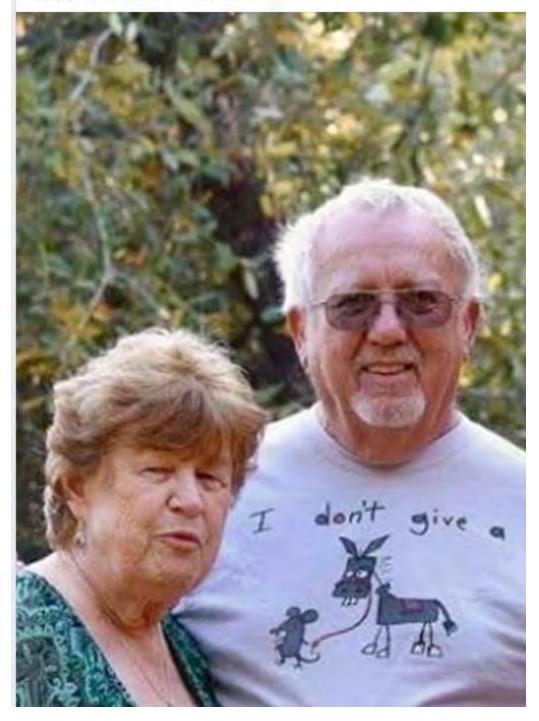
So cute





Denise Reber July 31 at 8:30 AM - 🔇

Jim had to be the happiest go lucky guy on this earth!! He was always entertaining or helping or giving to all the people around him! I will miss the family picnics and his sense of humor 😥



	na Rosen-hovey 30 at 11:29 PM		
		ss you this year on our birthaday ! e with you in our hearts .	! You are gone but will never
	凸 Like	Comment	A Share
	Write a comment		0 0 0
Seems	Denise Reber July 31 at 8:27 AM - s so long ago now		·
When	n this happens, it's us	available right now sually because the owner only sh an see it or it's been deleted.	ared it with a small group
01			
	🖒 Like	Comment	A Share



This Id	Denise Reber July 28 at 3:38 PM - poks cool	0	
AT	ES LINCOLN C RIDAY.	AUGUST 1	5, 6-9PM
Lincol	n Center Stockto	n	* Interested
JM	usic 1,070 people	e	
01			6 Comments
	🖒 Like	Comment	A Share
0	Dayna Crompton	We will be there that night so	we can go
9	Like Reply 1w		
3	Dayna Crompton	Ashley Niccum Mederos	
-	Like Reply 1w		
	🕈 🌖 Dayna Cr	ompton replied - 4 Replies	

Denise Reber July 28 at 3:33 PM	0	
This would be fun		
	DI DISTRICT CHAME COMMERCE PRESEN DDI STREET FAI SUNDAY, OCTOBER 6, 201 BAM TO 4PM DOWNTOWN LODI FOR MORE INFORMATION, VISIT LODICHAMBER.COM	RE
Lodi Chamber of Comm	erce Lodi	* Interested
Shopping 12,596	people	
		1 Comment
🖒 Like	Comment	A Share
Dayna Cromptor	I love Lodi st fair thurs night us	ually



# Anyone???



Does anyone have any background info on this victor vasarely piece? He is The Godfather of op art and I was lucky enough to be gifted it. However I am having tr... See More

1		
🖒 Like	Comment	A Share



# Denise Reber July 28 at 3:29 PM - 🔇

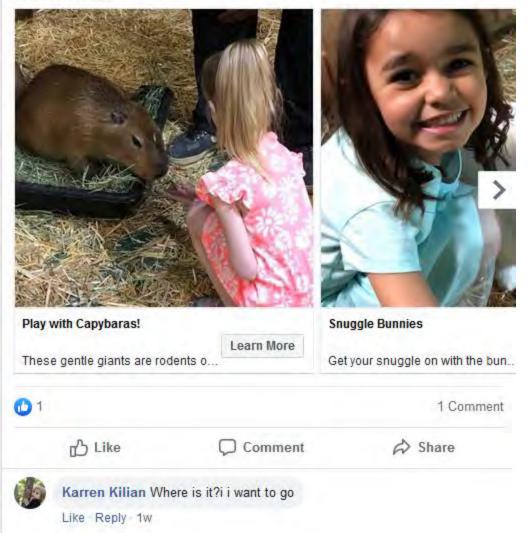
# Too funny





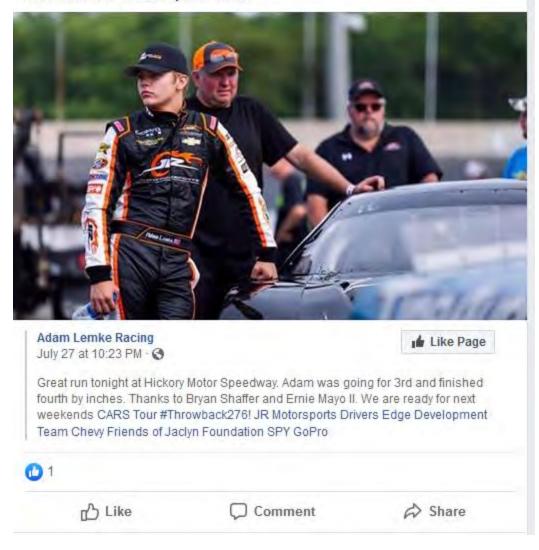
# Denise Reber July 28 at 3:28 PM - 🔇

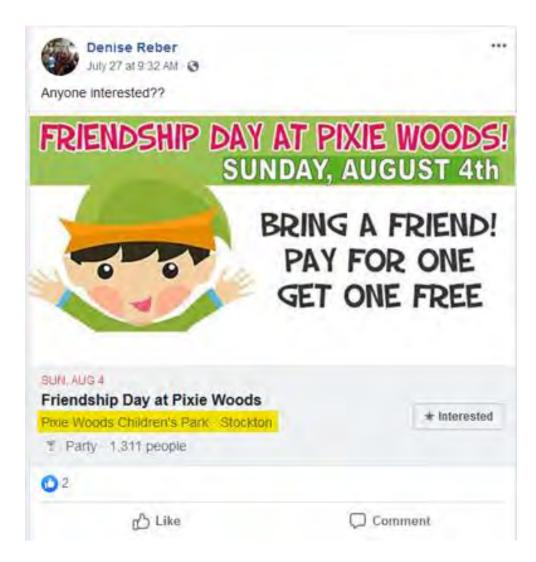
# Want to do this





## Ask Adam if he knows Kyle Mentch?





Denise Reber July 27 at 9:26 AM -	0	
Oh no !! Thank goodnes	ss you are ok!!	
	ALC: NO	TOTAN !
		Star and
	4	1
The states	AN ATTACK	
and a second		
-	lond the	
in all	A REAL PROPERTY A	
19 19 1		
		1×
1,119 Views		
Kevin Roderick July 25 at 8:52 PM		
01		
Like	Comment	A Share

Denise Reber July 27 at 8:17 AM		
This might be good		
10 x x x x x x x x x x x x x x x x x x x		
FRI, DEC 6 AT 7:30 PM Cirque Dreams Holidaze (	Touring)	* Interested
Bob Hope Theatre Stockton	944 people	A interested
01		
Like	Comment	Share



# Denise Reber July 26 at 6:39 PM · O

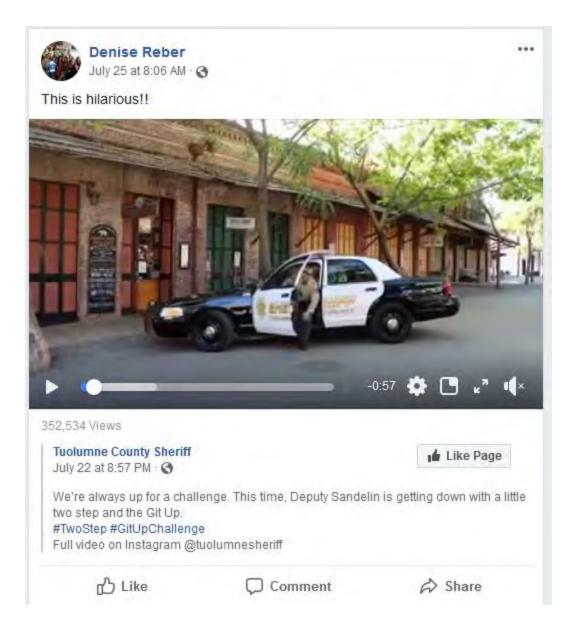
# Way to cute

<image/>	
3,247,144 Views	
VT July 24 at 3:24 AM - 🕥	🖬 Like Page
Sunday grocery shopping 🐼 🛒	
1	
Like Comment	🖒 Share





386 Comments 532 Shares 26.3K Views

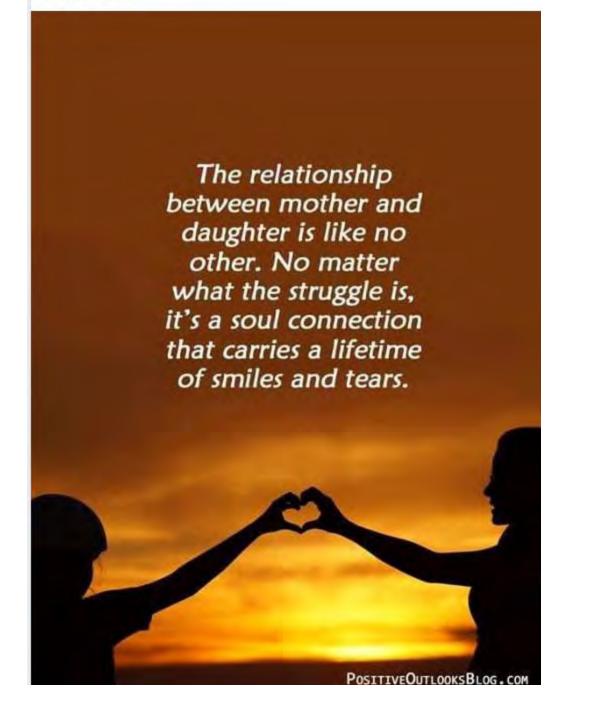


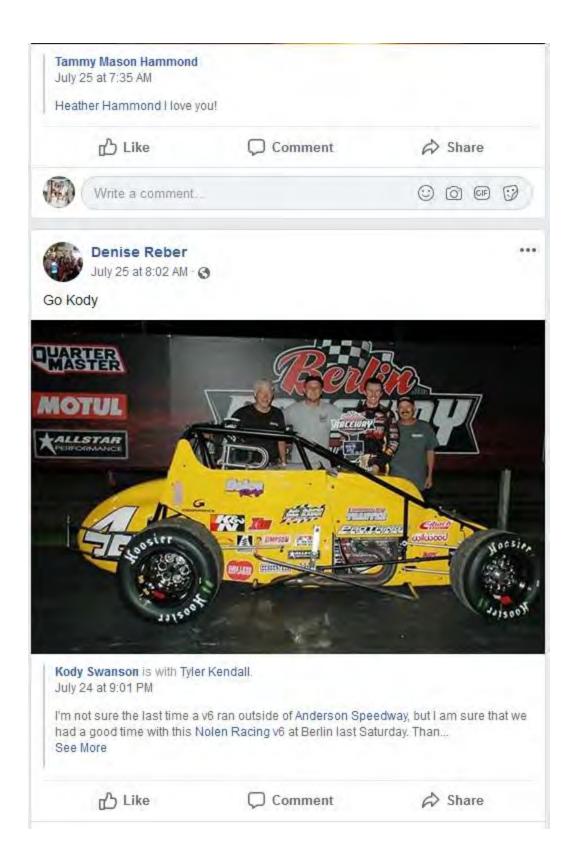




Denise Reber July 25 at 8:04 AM - 🔇

So very true!!!







July 23 at 7:47 AM · O

## I wish I had this kind of energy lol

A	4 Years Ago See Your Memories >	<b>~</b>
Miamifirefighter June 10, 2015 - (		🖬 Like Page
Awesome workout on sl	cates	
Please"Like" and share	my page: Miamifirefighter LITY 🗸	
8,045,511 Views		-0.32
🖒 Like	💭 Comment	⇔ Share



Denise Reber shared a memory. July 22 at 7:14 AM - 🕥

### Awesome night





#### Super cute!!

Ther	e's alw one sis	ays that	1
a.			1
	0.0		•
	100		
and the state of t		to -	L
ragay and and and a			(0)

...

Karen Clark McGillivray is with Robin Clark and Lauren Clark Towner. March 7

00	2		1 Comment
	பீ Like	Comment	A Share
P.	Carlos Aviles Alis	on Enebrad McGuire	

	Denise Reber July 21 at 8:07 AM - 🕥		
Dan he	ere is a post from Lorr	E.	
When	s content isn't ava n this happens, it's usuall ople, changed who can so	y because the owner only sha	red it with a small group
	🖒 Like	Comment	A Share
	Write a comment		0 0 0
Anyon	Denise Reber July 20 at 9:47 PM · 🔇 e??		
Wher	s content isn't ava n this happens, it's usually ople, changed who can si	y because the owner only sha	red it with a small group
01			1 Comment
	凸 Like	Comment	A Share
•	Matt Miltiadou My frie Like - Reply - 2w	end has a ranch	



### Denise Reber July 20 at 10:00 AM - 🕥

This is too funny!!

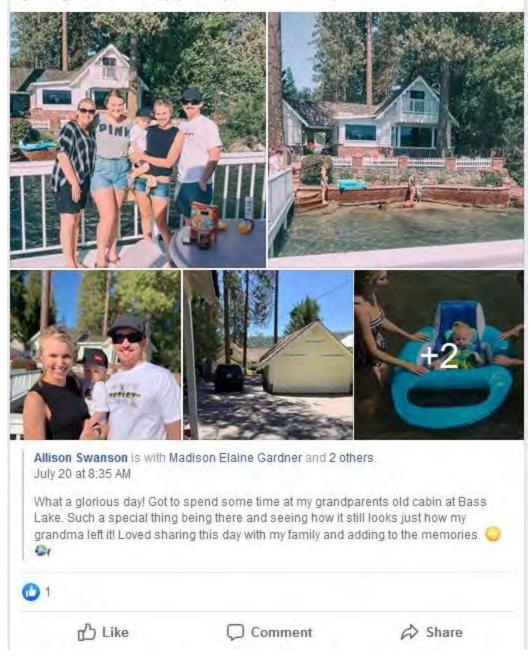
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38,511,388 Views		0:50 🍄 🖪 🗗 🕯
	od Parenting! What an awesome o	
2 Like	💭 Comment	1 Comment





July 20 at 9:51 AM - 🔇

That's awesome!! My Mom decorated our cabin so perfect and now we never get to go there!! So enjoy while you can . It's so special I know!!





Our two Moms were the best ever!!!

# SHARE THIS IF YOU HAVE OR HAD THE BEST MOTHER IN THE WORLD







..

Denise Reber July 17 at 7:54 AM

So pirate adventure in Sweden begins!



#### Denise Reber July 18 at 11:20 AM - 🔇

To cool here you go girls!!

# Laura Lemon Face Painting

Laura Lemon July 17 at 4:59 PM - 🔇

Like Page

Maternity bump painting

July 18 at 11:15 AM · C		in loved them so much!
Sure hope these two have This content isn't av When this happens, it's usus of people, changed who can	vailable right now ally because the owner only sh	
🖒 Like	💭 Comment	A Share
Write a comment.		0 0 0
Denise Reber July 17 at 8:16 AM - O Love it!! And so true	1	•••
	ny childr r make f	
havin	ıg to hel	
	omputer	stuff.





Denise Reber July 17 at 8:14 AM · 🚱

I'm lucky that I can still go for a walk with him!!!

Wouldn't you love to step back in time and take a walk with your Dad?

	<b>America</b> 13 at 10:30 AM - 🔇		Like Page
<b>O</b> 3			1 Comment
	🖒 Like	Comment	A Share
	Karen Van de Ca dad 💙 😳	rr I am blessed too. I love talkin	ng & walking with my
	Like Reply 2w		



July 17 at 8:12 AM · 🚱

So true!

I cried when you passed away, I still cry today. Although I loved you dearly, I couldn't make you stay. A golden heart stopped beating, Hard working hands at rest. God broke my heart to prove to me he only takes the best.

> Keep this rose going for anyone in heaven that you've loved and lost and keep in your heart.

> > **BE HAPPY ENJOY LIFE**





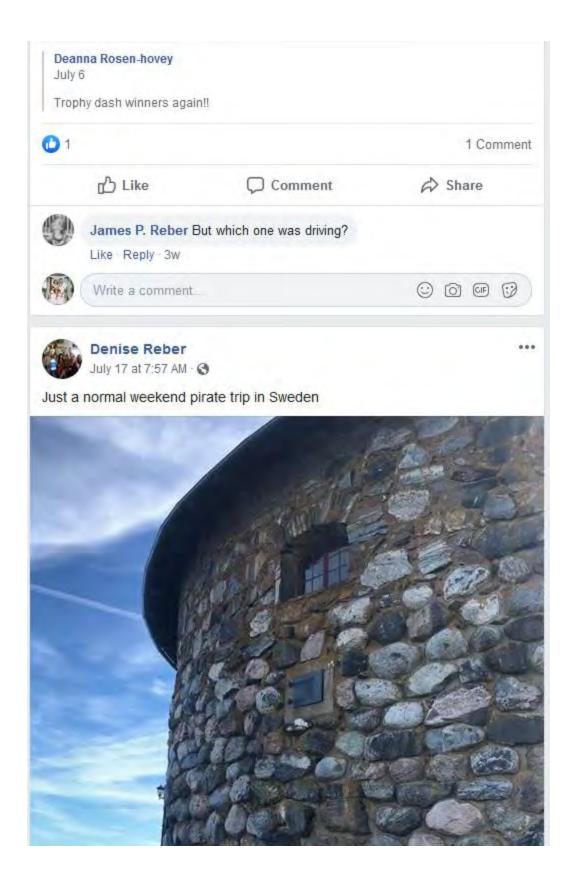


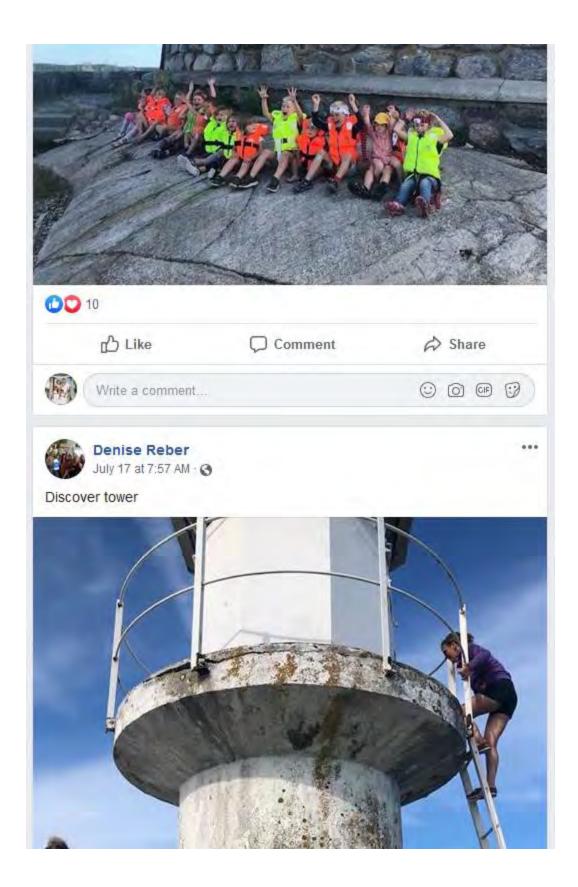


Denise Reber July 17 at 8:09 AM - 🔇

Such an awesome picture







O 4 ⊡ Like	Cor	mment Å	> Share





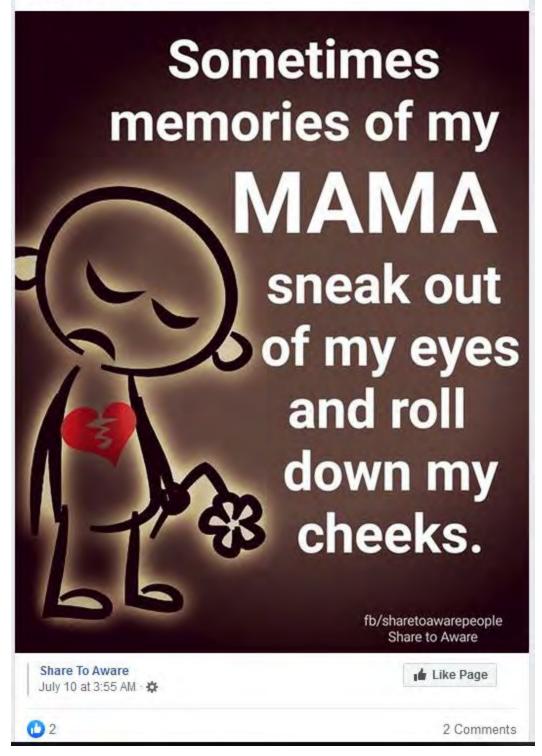
So pirate adventure in Sweden begins!



00	15		2 Comments 1 Share
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3		ton Check out my Instagram for b t epic treasure hunt ever	
	Like Reply 3v	v	0 1
	Denise Reber	I don't have that too!!!	
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	Denise Rebe July 16 at 12:05	PM · 🕲	
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	Contraction of the second	PM • S SFBAY.CRAIGSLIST.ORG Room available near D middle of the city We have an opening in a b Duboce Triangle starting Au	eautiful Victorian in ugust 1st! The house:



So true!!! Love you Aunt Dora





Denise Reber July 15 at 12:16 PM	.0	
Melinda Fones-Sun March 14, 2017 · ④	dell is in Uppland, Uppsala Län, S	weden.
Start	ed New Job at Home	stead
	March 14, 2017 - retired	
	Uppland, Uppsala Län, Swede	n
grandchildren and sittin	ening, preserving, chopping w g by the fire reading a good b cy on 4 continents I deserve i	ook. After 40 years of
🖒 Like	Comment	A Share
Write a comment		0000
Denise Reber July 14 at 9:43 AM	0	
Hey Trixie any interest ?	??	
The owner's husband died and she can not afford to keep her. She is 20 and very healthy. Up to date on shots and shoes. Free to good home. She is being boarded at my friends farm on 240th in Aldergrove. Let me know if you are interested and I will setup a meeting. PLEASE SHARE	SCONTENT.FYYC3-1.FNA.FBCE scontent.fyyc3-1.fna.fb	
Like	Comment	A Share

Denise Reber July 13 at 10:37 AM	0	
		С. Нолс
FRI, AUG 23 - AUG 24 Special guest Kyle L Wingless Sprints 888 people interested	arson - King of the Wes	t &
🖒 Like	Comment	A Share



Denise Reber July 13 at 8:46 AM · 🔇

So cute



...

Linda Nichols Thompson is with Matthew Estrada and Brittney Morgan Davis. July 13 at 4:35 AM

Fae and I decided to be twinkies today. Sure do love this little cutie.





So cool !!



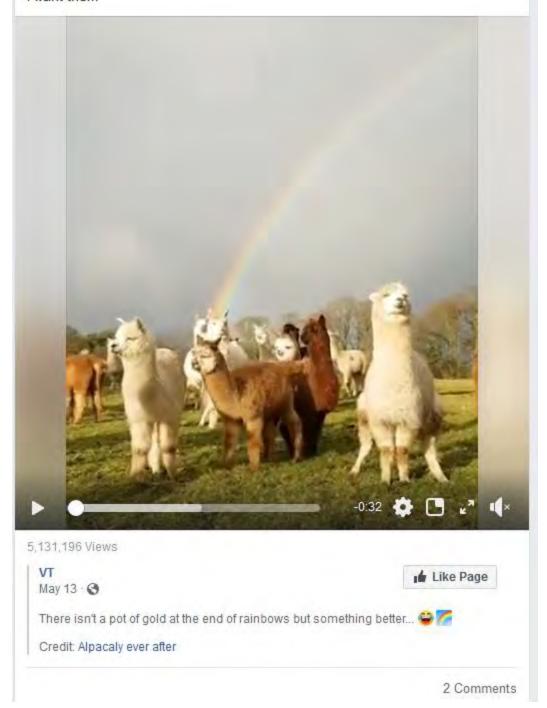


This was amazing and he is Swedish!!!

49,269,256 Views	-6:16 🔅 🖿 🖉
America's Got Talent July 9 at 6:11 PM - 🕥	📫 Like Page
Chris Kläfford's exceptional rendition of this John Lenn emotions.	non hit will make you feel ALL the
Watch together with friends or with a group	Start Watch Party
Like 💭 Comment	🖒 Share



I want them









The win!!!



....



Denise Reber shared live video. July 12 at 7:52 AM - 3

The whole mess



...

Deanna Rosen-hovey is with Denise Reber and 2 others. July 8 at 4:35 PM







Deanna Rosen-hovey is with Robert Lee Rosen and Dayna Crompton. July 8 at 4:35 PM



Denise Reber July 12 at 7:51 AM - 🕥

Grandpa and Azya









## Denise Reber July 9 at 9:14 AM - 🔇

Ukiah





# Denise Reber July 9 at 9:14 AM · 🔇

## Lakeport

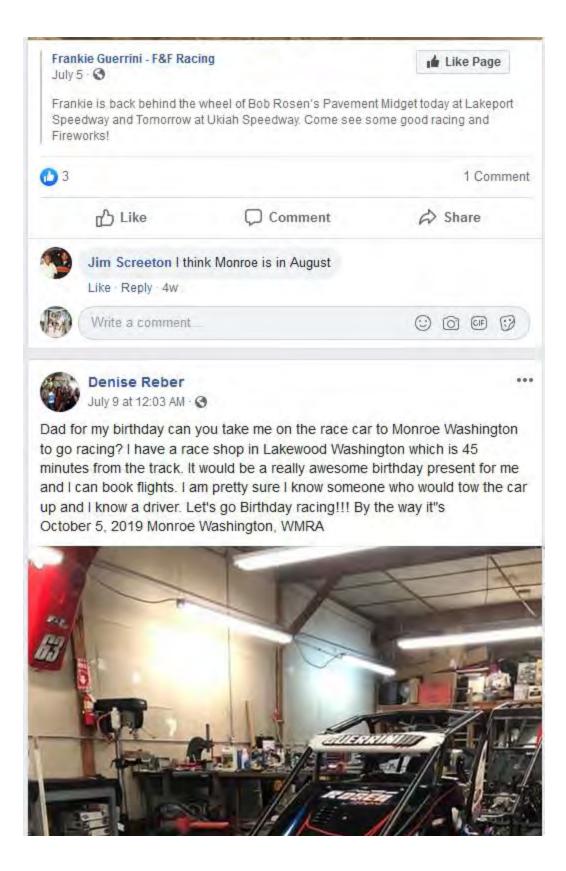


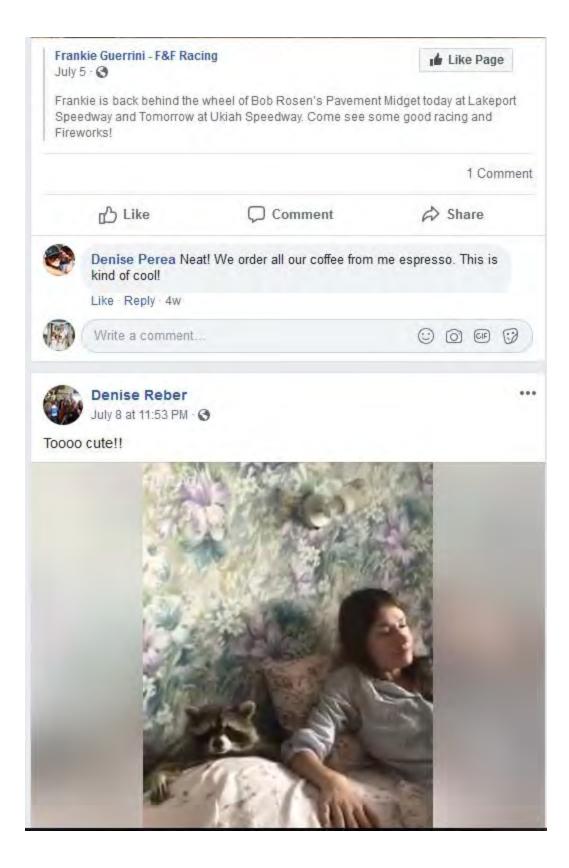


#### Denise Reber July 9 at 12:05 AM · 🔇

October 5 Monroe Washington Are you on???







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63	Like Reply 4w		•
	Write a comment	è	
a la	Denise Reber		
	July 8 at 11:49 PM -	The second se	
we h	ave to get together	soon !!!	
. 1	ANGELES LGBT CENTER	ANGELES	ANGELES ANGELES
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Denise Reber July 8 at 11:48 PM · 🚱

Love this mess!!! Wish we could all be together!!!





Denise Reber July 8 at 11:46 PM - G

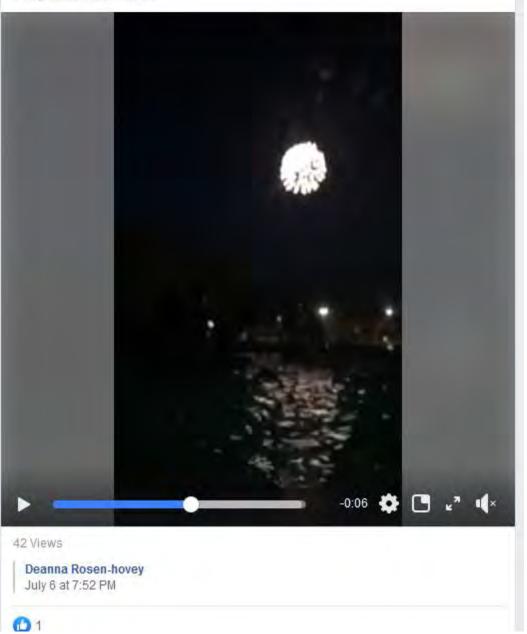
Here's another one!!!

	I'M A Disnep Grand IT'S LIK	DMA
	REGULAR GRANI BUT MORE MAGI	OMA
American AF July 8 at 9:50 AM - ✿ Available for a limited time! Order now → http://tiny.cc/n		Like Page
1 Like	💭 Comment	A Share



Denise Reber shared live video. July 8 at 11:45 PM · O

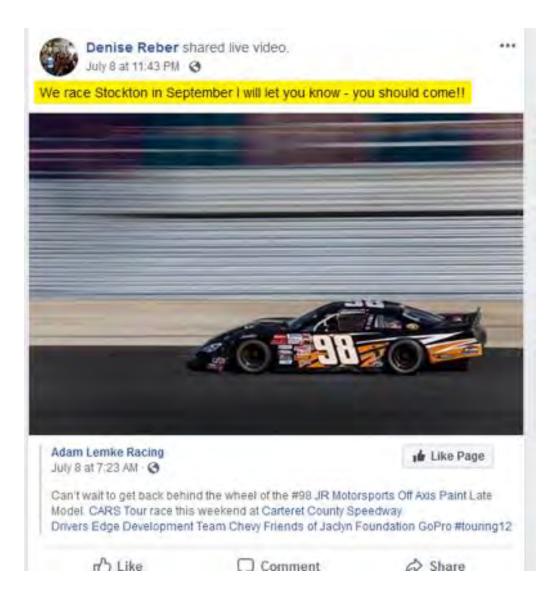
They were awesome!!



#### Denise Reber July 8 at 11:44 PM · 🚱

Birthday idea anyone??? Need a large!





	Denise Reber shared I July 8 at 11:41 PM - O	100 1000		
So m	uch fun!!!			
6	Chris Hovey is at Ukiah Spee July 6 at 9:55 PM - Ukiah	edway.		
	Dash ,heat ,main winner Miller time.			
Sherry D	the Rinki Roden	1		
Empi r Lane 29 vane	ne Drive North State Street North State Street	•	Ford Road F	ord Road
emetery	ect North State Street	K.		acture out the
	Ukiah Speedway Race Track · Ukiah	Interl	ømoner Street	6
-	7,165 people checked in	here		Save
	r∆ Like	Comment	AS	hare

# Denise Reber July 8 at 11:37 PM - 🛇

	Kind Spin	ligen Event
Frankie Guerrini - F&F Racing July 6 - 🔇 Awesome job Frankie! Ukiah Speedway sw night two!!	vept the trophy dash, heat and Mai	
02		

...

Like Comment A Share

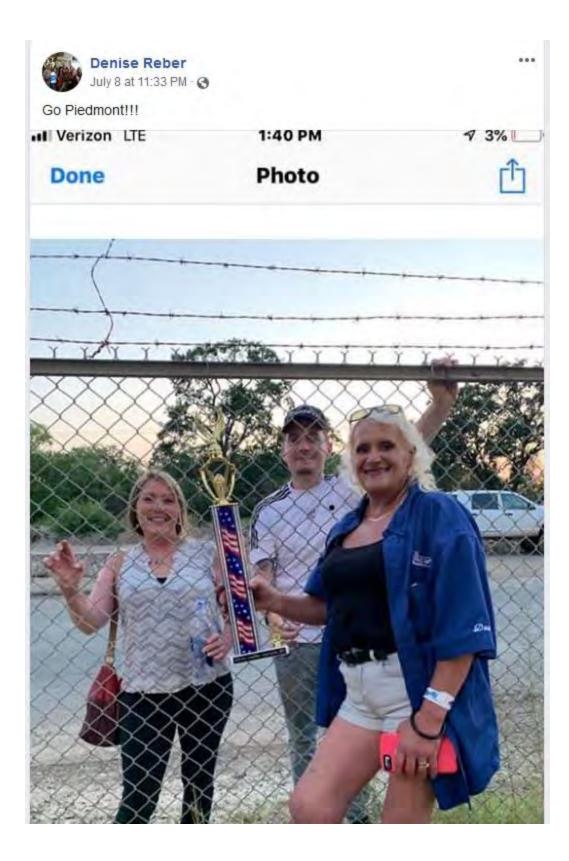


iy 0 at 4.251 W

🖒 Like

Comment

A Share







Denise Reber shared live video. July 8 at 11:32 PM . 3

Racing always brings family together. What a crazy fun 4 th of July with almost all of our family! Big thanks to Frank Guerrini who poured his heart and soul into getting our race car ready and Thanks to my Dad for continuing with this crazy expensive hobby!! Gotta love you 🤒



child with Gma and gpa during the summer vacation so it brings back memories of growing up . Clearlake is one of my favorite places from the past and for my future !!



Share



Denise Reber shared live video. July 8 at 9:22 AM · O

Way to go!!



....

July 5 - Lakeport

Dash , heat , main. Winner winner chicken dinner

2



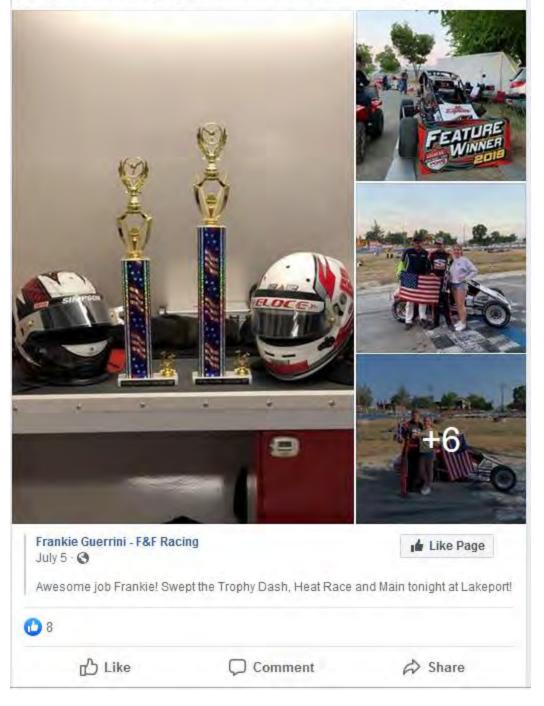
Rosen racing's youngest team mates!!

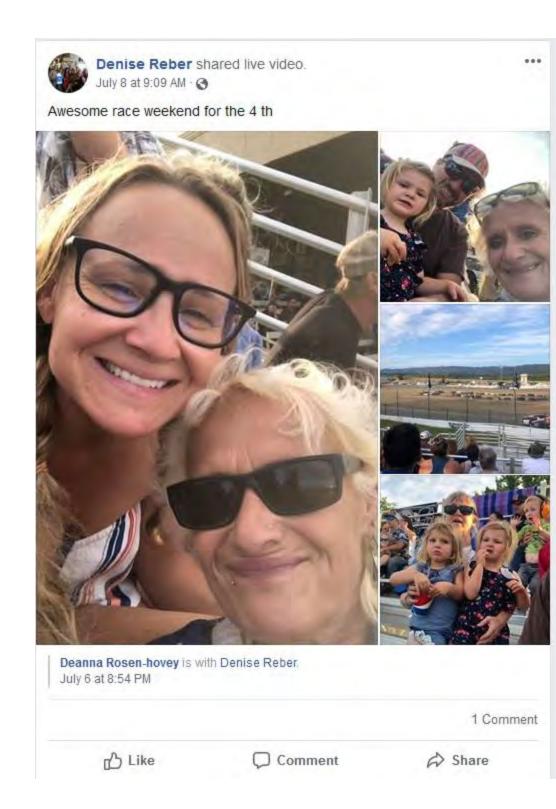


Trophy dash winners a	gain!!	
7		1 Share
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Denise Rebe July 8 at 9:21 AM		
akeport racing fun		
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Deanna Rosen-hovey i July 6	s with Denise Reber and 2 others.	
	pporting Robert Lee Rosen "dad"	
1		
🖒 Like	Comment	A Share

Denise Reber shared live video. July 8 at 9:13 AM - 🕥

Awesome race weekend!!! Thanks Frank for all of your hard work. What a fun family event and I truly appreciate what it took to make it happen 💥





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RA MA	Like - Reply - 4w Write a comment.		00000
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So true!!

"You will never have this day with your children again. Tomorrow, they will be a little older than they were today. This day is a gift. Just breathe, notice, study their faces and little feet. Pay attention. Relish the charms of the present. Enjoy today. It will be over before you know it." ...

- ANONYMOUS

When this happens, it's us	available right now ually because the owner only sh an see it or it's been deleted.	nared it with a small group
2		
🖒 Like	💭 Comment	🖒 Share
Write a comment.		0000
June 30 · So true!!!		
Call	me crazy,	but I
	o see other	r people
love to		
	and succe	

Life is a journey, not a competition.



# Too funny



# I missed one payment.

		ifunny	
Adult Jokes & Humor June 28 - 🔇		u Like Page	
€ 4		2 Shares	
🖒 Like	Comment	A Share	



June 30 · 🚱

This the most truthful statement ever!!!!

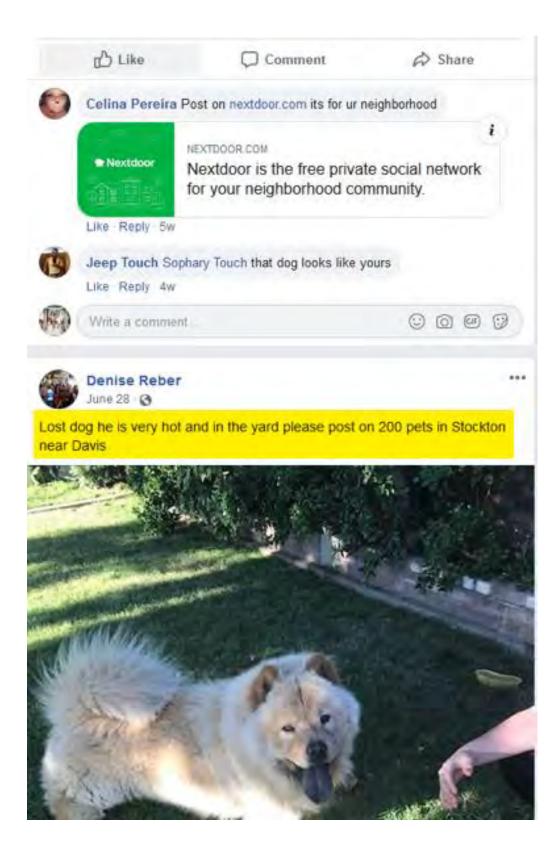
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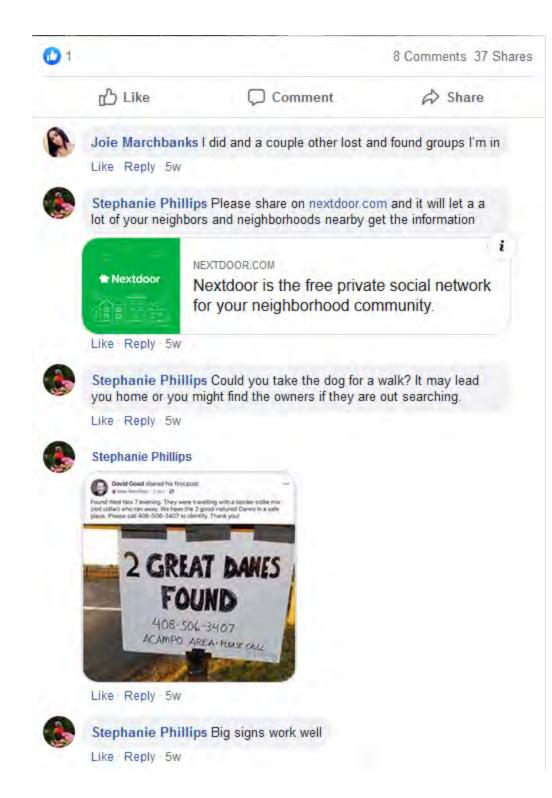


Denise Reber June 28 🚱

Lost dog Stockton near Davis street he is very hot









Record #2 From: https://www.linkedin.com/in/denise-reber-a50b3498/

Denise Reber PRESIDENT at G.F.L. INC Oakland, California · 1 connection · Contact info	Connect More G.F.L. INC
Experience PRESIDENT G.F.L. INC	

Exhibit 11

November 19, 2019

#### Re: Kendrick, Ardie & Denise - 315 Hanover #301

#### DATA SEARCHES RE: DENISE LEE REBER-KENDRICK aka DENISE L REBER aka DENISE REBER KENDRICK aka DENISE L KENDRICK aka DENISE KENDRICK aka DENISE ROSEN <u>REBER aka DENISE L ROSEN-REBER</u> <u>DOB: 10/XX/1958</u> SSN: 569-29-XXXX issued in California in 1974.

#### **CONCLUSIONS:**

A preponderance of the evidence continues to support a conclusion that Denise Reber-Kendrick's current principle place of residence is not the subject property, 315 Hanover #301, Oakland, California, but rather is 9812 Hickock Drive, Stockton, California. Specific evidence supporting this conclusion includes:

1) A review of findings in three address history databases for Denise Kendrick identified three current addresses: 1) The subject address, 315 Hanover Avenue, Oakland, CA (09/1995-08/2019); a second address, 9812 Hickock Drive, Stockton, CA (12/31/2006-10/01/2019); and a third address, PO Box 23824, Oakland, CA (12/2014-11/14/2019). The December 2006 initial reporting date for the 9812 Hickock Drive, Stockton, CA address is much more recent than the September 1995 initial reporting dates for the subject property, indicating that Denise Kendrick's residency at 9812 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely her current residence. Further, the continued use of a Stockton PO Box mailing address indicates a continues presence in Stockton, CA.

2) On November 15, 2019, a call to the San Joaquin County Assessor's Office confirmed the following information as current: Denise L. Reber is the current property owner of 9812 Hickock Drive, Stockton, CA 95209, a HOEX is on file and the Assessor's tax mailing address of record is the same as the property address. The HOEX has been on file with the Assessor since 2006. Per the database record, Ms. Reber holds title as a married woman with separate property ownership rights.

3) A review of the entire history of Ms. Kendrick's Facebook postings between January 1, 2018 and November 17, 2019 identified 46 posts that contain images or comments that evidence Ms. Reber Kendrick's presence, activities or interests in the either the Oakland or Stockton California areas. Of those 46 posts, 41 evidence interest, activities or a presence in the Stockton area while only five posts contain any reference to the greater Oakland area. Further, none of the five Oakland posts contain a reference to Ms. Reber-Kendrick actually living in Oakland while several of the Stockton themed posts make overt reference to Ms. Reber-Kendrick's Stockton residency - eg, comments by relatives noting her residency in Stockton and photos of a lost dog she rescued or a new car she purchased, present at her 9812 Hickock Drive, Stockton, CA home (see attached Kendrick – Facebook Review 1/1/2018 – 11/17/2019 report).

#### **SUBJECT INFO:**

Name: Denise Lee Reber-Kendrick aka Denise L Reber aka Denise Reber Kendrick aka Denise L Kendrick aka Denise Kendrick aka Denise Rosen Reber aka Denise L Rosen-Reber DOB: 10/XX/1958 SSN: 569-29-XXXX issued in California in 1974.

### ADDRESS HISTORY

A review of findings in three address history databases for Denise Kendrick identified three current addresses: 1) The subject address, 315 Hanover Avenue, Oakland, CA (09/1995-11/2019); - a second address, 9812 Hickock Drive, Stockton, CA (12/31/2006-10/01/2019); and a third address, PO Box 23824, Oakland, CA (12/2014-11/14/2019). The December 2006 initial reporting date for the 9812 Hickock Drive, Stockton, CA address is much more recent than the September 1995 initial reporting dates for the subject property, indicating that Denise Kendrick's residency at 9812 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely her current residence. Further, the continued use of a Stockton PO Box mailing address indicates a continues presence in Stockton, CA.

#### Database #1

PO BOX 23824, OAKLAND, CA 94623-0824 (ALAMEDA COUNTY) (12/2014 to 11/14/2019) 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAOUIN COUNTY) (12/31/2006 to 12/08/2018) 9740 HICKOCK DR, STOCKTON, CA 95209-1325 (SAN JOAQUIN COUNTY) (06/28/2018 to 06/28/2018) 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (04/01/1997 to 10/19/2017) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (06/22/2004 to 10/14/2017) 315 HANOVER AVE, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (09/1995 to 09/12/2014) 315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (09/1995 to 06/16/2011) 763 25TH AVE, SAN FRANCISCO, CA 94121-3611 (SAN FRANCISCO COUNTY) (10/31/2014 to 11/2014) PO BOX 19, BOONVILLE, CA 95415-0019 (MENDOCINO COUNTY) (03/01/2013 to 03/12/2013) 100 BAY PL, OAKLAND, CA 94610-4422 (ALAMEDA COUNTY) (10/2011 to 10/02/2011) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) (03/2006 to 11/2009) 1450 TREAT BLVD, WALNUT CREEK, CA 94597-2168 (CONTRA COSTA COUNTY) (10/2009 to 10/20/2009) 11082 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (01/15/2004 to 10/2004)

11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (02/01/2000 to

06/2004)

112 ESTATES DR, PIEDMONT, CA 94611-3314 (ALAMEDA COUNTY) (12/1994 to 01/23/2003) 112 ESTATES DR # 11, PIEDMONT, CA 94611-3314 (ALAMEDA COUNTY) (12/16/1996 to 12/16/1996) 699 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (03/08/2001 to 03/08/2001) 120 BURLWOOD DR, SCOTTS VALLEY, CA 95066-3702 (SANTA CRUZ COUNTY) (10/01/1996 to 10/01/2000) 2050 GLENROB AVE, UKIAH, CA 95482-6008 (MENDOCINO COUNTY) (08/29/2000 to 08/29/2000) 12801 FAIR OAKS BLVD APT 269, CITRUS HEIGHTS, CA 95610-5179 (SACRAMENTO COUNTY) (04/01/1997 to 04/08/1997) 13153 PFEIFLE AVE, SAN JOSE, CA 95111-3329 (SANTA CLARA COUNTY) (09/17/1996 to 09/17/1996) 18603 N HIGHWAY 1 # 2, FORT BRAGG, CA 95437-8759 (MENDOCINO COUNTY) (09/13/1996 to 09/13/1996) 1429 SHERMAN ST, ALAMEDA, CA 94501-7415 (ALAMEDA COUNTY) (10/01/1994 to 10/01/1994)

### Database #2

315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Mar 1995 - Nov 2019)

9812 HICKOCK DR, STOCKTON, CA 95209-1327, SAN JOAQUIN COUNTY (Jul 2006 - Sep 2019) PO BOX 23824, OAKLAND, CA 94623-0824, ALAMEDA COUNTY (Jun 2014 - Sep 2019) 689 4TH ST, OAKLAND, CA 94607-3556, ALAMEDA COUNTY (Apr 1997 - Jan 2018) 699 4TH ST, OAKLAND, CA 94607-3556, ALAMEDA COUNTY (Jun 2014 - Mar 2015) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361, ALAMEDA COUNTY
(Aug 2003 - Feb 2015) 763 25TH AVE, SAN FRANCISCO, CA 94121-3611, SAN FRANCISCO COUNTY (Nov 2014) PO BOX 19, BOONVILLE, CA 95415-0019, MENDOCINO COUNTY (Mar 2013) 100 BAY PL APT, OAKLAND, CA 94610-4448, ALAMEDA COUNTY (Oct 2011 - Jan 2013) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155, SAN JOAQUIN COUNTY
(Dec 2005 - Sep 2012) 1450 TREAT BLVD, WALNUT CREEK, CA 94597-2168, CONTRA COSTA COUNTY (Oct 2009)

1450 TREAT BLVD, WALNUT CREEK, CA 94597-2168, CONTRA COSTA COUNTY (Oct 2009)
100 LOCUST DR, VALLEJO, CA 94591-4217, SOLANO COUNTY (Apr 2009)
11082 TWIN CITIES RD, GALT, CA 95632-8404, SACRAMENTO COUNTY (Sep 2004 - 2006)
690 4TH ST, OAKLAND, CA 94607-3557, ALAMEDA COUNTY (Dec 2005)
11098 TWIN CITIES RD, GALT, CA 95632-8404, SACRAMENTO COUNTY (Feb 2002 - Jun 2004)
112 ESTATES DR, PIEDMONT, CA 94611-3314, ALAMEDA COUNTY (Jan 1983 - Jun 2004)
215 HANOVER AVE, OAKLAND, CA 94606-1263, ALAMEDA COUNTY (Mar 1998 - Mar 2004)
698 4TH ST, OAKLAND, CA 94607-3557, ALAMEDA COUNTY (Sep 2002 - Nov 2002)
20090 ALMADEN RD, SAN JOSE, CA 95120-3503, SANTA CLARA COUNTY (Jul 1992 - Jun 2001)
2050 GLENROB AVE, UKIAH, CA 95482-6008, MENDOCINO COUNTY (Jan 1983 - Aug 2000)

PO BOX 381, TWAIN HARTE, CA 95383-0381, TUOLUMNE COUNTY (Feb 1985 - Jan 1997) 1429 SHERMAN ST APT, ALAMEDA, CA 94501-7415, ALAMEDA COUNTY (Oct 1994) 2054 GLENROB AVE, UKIAH, CA 95482-6008, MENDOCINO COUNTY (Feb 1994) 18603 N HWY APT, FORT BRAGG, CA 95437, MENDOCINO COUNTY (Jul 1993) 18603 N HIGHWAY ONE 265, FORT BRAGG, CA 95437, MENDOCINO COUNTY (May 1993) 505 HILLSDALE AVE, SAN JOSE, CA 95136-1202, SANTA CLARA COUNTY (Jul 1991 - Apr 1993) 2064 GLENROB AVE, UKIAH, CA 95482-6008, MENDOCINO COUNTY (Jul 1992 - Dec 1992) 19300 SUSAN WAY, SONORA, CA 95370-9209, TUOLUMNE COUNTY (Aug 1987 - Dec 1992) PO BOX C, TWAIN HARTE, CA 95383-1796, TUOLUMNE COUNTY (Oct 1984 - Dec 1992) 16863 BIG HILL RD, SONORA, CA 95370-9552, TUOLUMNE COUNTY (Jan 1982 - Nov 1992) 116 MUIRFIELD DR, SAN JOSE, CA 95116-2612, SANTA CLARA COUNTY (Dec 1991) 1130 NW 14TH ST, BEND, OR 97701-2102, DESCHUTES COUNTY (Jul 1987 - Dec 1990) 19330 SUSAN WAY, SONORA, CA 95370-9209, TUOLUMNE COUNTY (Aug 1987 - Aug 1989) PO BOX 208, MERIDIAN, ID 83680-0208, ADA COUNTY (Jan 1988 - Apr 1989) PO BOX 850, MELVILLE, NY 11747, SUFFOLK COUNTY (Apr 1984 - Apr 1986) 3815 S CARBONDALE ST, MERIDIAN, ID 83642-6978, ADA COUNTY (Jan 1982 - Apr 1986) PO BOX 942, ASHLAND, OR 97520-0032, JACKSON COUNTY (Apr 1984 - Apr 1985) PO BOX 3731, EUGENE, OR 97403-0731, LANE COUNTY (Apr 1984 - Apr 1985) 4595 FOX HOLLOW RD, EUGENE, OR 97405-3997, LANE COUNTY (Apr 1984 - Apr 1985) PO BOX C381, TWAIN HARTE, CA 95383-0380, TUOLUMNE COUNTY (Oct 1984) 3485 E AMAZON DR, EUGENE, OR 97405-3817, LANE COUNTY (Aug 1984) 270 MOWETZA DR, ASHLAND, OR 97520-8761, JACKSON COUNTY (Apr 1984) PO BOX 373, EUGENE, OR 97440-0373, LANE COUNTY (Apr 1984) 728 W 10TH AVE, EUGENE, OR 97402-5208, LANE COUNTY (Apr 1984) 731 W 11TH AVE APT, EUGENE, OR 97402-5382, LANE COUNTY (Apr 1984) 18603 N HWY APT, FORT BRAGG, CA 95437, MENDOCINO COUNTY

#### Database #3

Name	Address	Map SSN/DOB	Phone
DENISE REBER REBER, D DENISE L KEBER DENISE KENDRICK DENISE REBER D REBER DENISE ROSEN MS DENISE L REBER DENISE L ROSEN DENISE R ROSEN DENISE L TALBOTT	9812 HICKOCK DR7x STOCKTON CA 95209-1327 <b>Reported:</b> 7/26/2010 - 10/1/2019 <b>County:</b> SAN JOAQUIN	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 10/XX/1958 <b>Age:</b> 61	(510) 205-8050 (510) 834-2494 (209) 957-6068 834-1519

Name	Address	Map SSN/DOB	Phone
DENISE R EBER DENISE R JEAN			
DENISE REBER REBER, D DENISE L KEBER DENISE KENDRICK DENISE REBER D REBER DENISE ROSEN MS DENISE L REBER DENISE L ROSEN DENISE R ROSEN DENISE L TALBOTT DENISE R EBER DENISE R JEAN	315 HANOVER AVE 30113x OAKLAND CA 94606-1361 <b>Reported:</b> 4/1/1997 - 8/15/2019 <b>County:</b> ALAMEDA	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 10/XX/1958 <b>Age:</b> 61	(510) 834-1519 (510) 451-1928 834-1519 (209) 745-4380
DENISE REBER	23824 PO BOX1x OAKLAND CA 94623 <b>Reported:</b> 12/24/2014 - 12/24/2014 <b>County:</b> ALAMEDA	569-29-XXXX Maps Issued: 1974 in CA DOB: 10/XX/1958 Age: 61	(510) 834-2494 (209) 957-6068 (510) 834-1519
DENISE REBER	763 25TH AVE1x SAN FRANCISCO CA 94121 <b>Reported:</b> 10/31/2014 - 10/31/2014 <b>County:</b> SAN FRANCISCO	569-29-XXXX Maps Issued: 1974 in CA DOB: 10/XX/1958 Age: 61	
DENISE REBER	19 PO BOX1x BOONVILLE CA 95415 <b>Reported:</b> 3/12/2013 - 3/12/2013 <b>County:</b> MENDOCINO	569-29-XXXX Maps Issued: 1974 in CA DOB: 10/XX/1958 Age: 61	
DENISE REBER	6106 HARRISBURG PL2x STOCKTON CA 95207-4155 <b>Reported:</b> 11/30/2005 - 10/8/2012 <b>County:</b> SAN JOAQUIN	569-29-XXXX Maps Issued: 1974 in CA DOB: 10/XX/1958 Age: 61	

Name	Address	Map SSN/DOB	Phone
DENISE REBER	4234 PINEHURST CIR CA95211x STOCKTON CA 95219 <b>Reported:</b> 8/30/2012 - 8/30/2012 <b>County:</b> SAN JOAQUIN	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 10/XX/1958 <b>Age:</b> 61	
DENISE REBER	100 BAY PL3x OAKLAND CA 94610 <b>Reported:</b> 10/6/2011 - 10/6/2011 <b>County:</b> ALAMEDA	569-29-XXXX Maps Issued: 1974 in CA DOB: 10/XX/1958 Age: 61	
DENISE REBER	1429 SHERMAN ST1x ALAMEDA CA 94501 <b>Reported:</b> 10/1/1994 - 9/15/2011 <b>County:</b> ALAMEDA	569-29-XXXX Maps Issued: 1974 in CA DOB: 10/XX/1958 Age: 61	
DENISE KEBER	689 4TH ST1x OAKLAND CA 94607-3556 <b>Reported:</b> 1/25/2011 - 1/25/2011 <b>County:</b> ALAMEDA	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 10/XX/1958 <b>Age:</b> 61	(510) 205-8050
DENISE REBER	689 4TH ST8x OAKLAND CA 94607-3556 <b>Reported:</b> Not Specified - 1/25/2011 <b>County:</b> ALAMEDA	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 10/XX/1958 <b>Age:</b> 61	(510) 205-8050 (209) 957-6068 (510) 834-1519 834-1519
DENISE REBER	100 LOCUST DR1x VALLEJO CA 94591 <b>Reported:</b> 4/30/2009 - 4/30/2009 <b>County:</b> SOLANO	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 10/XX/1958 <b>Age:</b> 61	
DENISE REBER REBER, D	11098 TWIN CITIES RD7x GALT CA 95632-8404 <b>Reported:</b> 2/1/2000 - 2/25/2004 <b>County:</b> SACRAMENTO	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 10/XX/1958 <b>Age:</b> 61	(209) 745-4380 834-1519
DENISE REBER	112 ESTATES DR7x PIEDMONT CA 94611-3314 <b>Reported:</b> 12/17/1994 - 8/28/2001 <b>County:</b> ALAMEDA	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 10/XX/1958 <b>Age:</b> 61	834-1519 (510) 834-2494

Name	Address	Map SSN/DOB	Phone
DENISE REBER	112 ESTATES DR1x OAKLAND CA 94611 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> ALAMEDA	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 03/01/1959 <b>Age:</b> 60	834-1519
DENISE REBER	2050 GLENROB AVE1x UKIAH CA 95482 <b>Reported:</b> 8/29/2000 - 8/29/2000 <b>County:</b> MENDOCINO	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 10/XX/1958 <b>Age:</b> 61	
DENISE REBER	689 4TH ST1x OAKLAND CA 94607 <b>Reported:</b> 2/1/2000 - 2/1/2000 <b>County:</b> ALAMEDA	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 03/01/1959 <b>Age:</b> 60	834-1519
DENISE REBER	315 HANOVER AV 1011x OAKLAND CA 94606 <b>Reported:</b> 4/1/1997 - 4/1/1997 <b>County:</b> ALAMEDA	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 03/01/1959 <b>Age:</b> 60	834-1519
DENISE REBER	505 HILLSDALE AVE1x SAN JOSE CA 95136 <b>Reported:</b> 7/31/1991 - 1/29/1992 <b>County:</b> SANTA CLARA	569-29-XXXX Maps <b>Issued:</b> 1974 in CA <b>DOB:</b> 10/XX/1958 <b>Age:</b> 61	

### **REAL PROPERTY OWNERSHIP RECORDS**

<u>Record #1</u>: A search of California real property ownership records statewide and jurisdictions available on-line nationwide identified one record of current property ownership associated with Denise Reber, a single-family residence located at 9812 Hickock Dr., Stockton, CA 95209. On November 15, 2019, a call to the San Joaquin County Assessor's Office confirmed the following information as current: Denise L. Reber is the current property owner of 9812 Hickock Drive, Stockton, CA 95209, a HOEX is on file and the Assessor's tax mailing address of record is the same as the property address. The HOEX has been on file with the Assessor since 2006. Per the database record, Ms. Reber holds title as a married woman with separate property ownership rights.

#### **Corporation Assignment Of Deed Of Trust** LEGAL DESCRIPTION: AS DESCRIBED IN SAID DEED OF TRUST REFERRED TO HEREIN COMMONLY KNOWN AS: 9812 HICKOCK DRIVE, STOCKTON, CA 95209 TOGETHER WITH all rights accrued or to accrue under said Deed of Trust. CA SAN JOAQUIN



DOCUMENT TYPE RECORDING DATE ASSIGNMENT 09/30/2019 ADDRESS 9812 HICKOCK DR STOCKTON CA 95209 **OWNER / BORROWER** REBER DENISE L SELLER / LENDER

APN # 072-170-300-000

A Deed of Trust executed by Ms. Kendrick/Reber on 7/7/2006 associated with the financing of 9812 Hickock Dr., Stockton, CA 95209 contains the following Occupancy Clause:

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

A second clause further addresses the occupancy requirement:

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Also recorded on 7/13/2006 was an Interspousal Transfer Deed conveying all interest in 9812 Hickock Dr., Stockton, CA 95209 from "Ardie W. Kendrick, husband of Denise Reger" to "Denise Reber, a married woman" to hold as "her sole and sole and separate property and Carlen's Country Guest Home and Rosen's Inc, a California Corporation".

(see attached 9812 Hickock Deed of Trust and Interspousal Transfer Deed)

#### Record #1

Purchase Date: 05/23/2006	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	Latest Tax Roll/Assessment Information
COUNTY)	Tax Year: 2018
Homestead	Tax Amount: \$4,033.64
APN: 072-170-30	Assessed Year: 2018
APN Sequence Number: 001	Assessed Value: \$354,500
Date Subject First Seen as Owner: 05/23/2006	Sale Date: 05/23/2006
Date Subject Last Seen as Owner: 2018	Sale Amount: \$379,000
Subdivision Name: WESTERN VALLEY ESTATES	Document Number: 150629
Legal Description: TRACT 1278 LOT 257	Total Value: \$354,500
Building Square Feet: 2,226	Land Value: \$90,000

Living Square Feet: **2,226** Land Square Feet: **6,292** Year Built: **1978**  Improvement Value: **\$264,500** Bedrooms: **4** Baths: **3** 

#### Most Current Ownership Information - 05/23/2006

Owner: DENISE L REBER <u>Mortgage</u> Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556 Lender: MORTGAGE ELECTRONIC REGISTRATIMortgage (ALAMEDA COUNTY) Amount: \$303,200 Mortgage Loan Type: **Conventional** Mortgage Date: **07/07/2006** Seller: YOUNG WILLIAM J & YOKO 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Mortgage Interest Rate Type: Adjustable Owner Ownership Rights: Separate Property Owner Relationship Type: Married Woman Mortgage Lender: BANK OF AMERICAMortgage Amount: \$303,200 Sale Date: 05/23/2006 Sale Code: Full Value Mortgage Loan Type: Conventional Sale Amount: \$379.000 Mortgage Date: 07/07/2006 Absentee Indicator: Situs Address Taken From Sales Transaction Mortgage Interest Rate Type: Adjustable - Determined Absentee Owner Deed Sec Cat: Residential (Modeled) Mortgage Universal Land Use: Single Family Residence Lender: MORTGAGE ELECTRONIC REGISTRATIMortgage Property Indicator: Single Family Residence/Townhouse Amount: **\$303,200** Resale New Construction: Resale Mortgage Loan Type: Conventional Residential Model Indicator: Based On Zip Code and Value Mortgage Date: 07/07/2006 **Property is Residential** Mortgage Interest Rate Type: Adjustable Mortgage Mortgage Amount: \$303,200 Mortgage Loan Type: Conventional Mortgage Date: 07/07/2006 Mortgage Interest Rate Type: Adjustable Mortgage Lender: BAC HM LNS SVCNG LPMortgage Amount: \$303,200 Mortgage Loan Type: Conventional Mortgage Date: 07/07/2006 Mortgage Interest Rate Type: Adjustable Mortgage Lender: NATIONS FIRST LNDG INCMortgage Amount: \$303,200 Mortgage Interest Rate: 1.2500% Mortgage Loan Type: Conventional Mortgage Deed Type: Deed of Trust Mortgage Term: 30 Years Second Mortgage Amount: \$37,900 Second Mortgage Loan Type: CNV Second Mortgage Deed Type: TR Mortgage Date: 07/07/2006 Mortgage Due Date: 08/01/2036 Mtg Sec Cat: CNV, Adjustable, Conforming Mortgage Interest Rate Type: Adjustable

#### Previous Ownership Information - 07/06/2006

Owner: DENISE REBER Owner: HOME GUEST CARLENS COUNTRY Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) Seller: ARDIE W KENDRICK 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	<u>Mortgage</u> No Mortgage
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#### Previous Ownership Information - 05/23/2006

Owner: DENISE L REBER Mailing Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Seller: YOUNG WILLIAM J & YOKO 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Separate Estate/Property Owner Relationship Type: Married Woman Sale Date: 05/23/2006 Sale Code: Full Value Sale Amount: \$379,000 Absentee Indicator: Owner Occupied Universal Land Use: Single Family Residence Property Indicator: Single Family Residence Residential Model Indicator: Property is Residential	
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#### **Previous Ownership Information**

Owner: YOUNG WILLIAM J & YOKO TRUSTEE	Mortgage Information not available
Owner: UDT	
Mailing Address: 628 CENTRAL AVE, TRACY, CA 95376-4102	
(SAN JOAQUIN COUNTY)	
Seller: PISHOS THOMAS A & BONNIE TRUSTEES & PIS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Trustee	
Business Name: YOUNG WILLIAM J & YOKO TRUSTEE	
Sale Code: Sale Price (Full)	
Sale Amount: <b>\$140,000</b>	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Resale	
Property Indicator: Miscellaneous	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	
Previous Ownership Information	

9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Deed Sec Cat: Resale Property Indicator: Miscellaneous Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Mortgage Information not available

#### **Previous Ownership Information**

Owner: PISHOS THOMAS A & BONNIE TRUST	Mortgage Information not available
Owner: T PISHOS	
Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN	
JOAQUIN COUNTY)	
Seller: THOMAS PISHOS	
Seller: B PISHOS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Trustee	
Business Name: PISHOS THOMAS A & BONNIE TRUST	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Interfamily Transfer, Resale	
Property Indicator: Miscellaneous	
Inter Family: Yes	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	

#### **Previous Ownership Information**

Owner: THOMAS PISHOS Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN JOAQUIN COUNTY) Seller: THOMAS PISHOS Seller: B PISHOS 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Relationship Type: Husband/Wife Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Interfamily Transfer, Resale Property Indicator: Miscellaneous Inter Family: Yes Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Mortgage Information not available

#### Previous Ownership Information

Owner Ownership Rights: <b>Personal Trust</b> Business Name: <b>THOMAS &amp; BONNIE PISHOS TE</b> Absentee Indicator: <b>Situs Address Taken From Sales Transaction</b> <b>- Determined Absentee Owner</b> Deed Sec Cat: <b>Interfamily Transfer, Resale</b> Property Indicator: <b>Miscellaneous</b> Inter Family: <b>Yes</b> Resale New Construction: <b>Resale</b> Residential Model Indicator: <b>Based On Zip Code and Value</b> <b>Property is Not Residential</b>	
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#### Previous Ownership Information

#### **ALAMEDA COUNTY RECORDER INDEXES:**

On November 14, 2019, a search of Alameda County Recorder's indexes, identified the same three recordings under Denise Reber, between 2011-2015 as reported in the previous Denise Kendrick report of 4/30/2018. Per that report, the liens in 2014 and 2015 were recorded by the Board of Equalization regarding Ms. Reber's business and as such identify her business address at 689 4<sup>th</sup> St., Oakland, CA. The two liens from 2010 are a State Tax Lien Release and an IRS Federal Tax lien, likely in connection with Ms. Reber's personal tax returns. Those two liens identify Ms. Reber's residence address at 9812 Hickock, Dr., Stockton, CA.

	#		ument # k-Page	Date Filed	Document Type	Name Associated Name
1		2014088915 04	4/11/2014 <mark>NOT</mark> (STA	TICE OF TAX LIEN ATE)	[R] REBER DENISE [E] STATE CALIFORNIA EQUALIZATION	Perm

2 🗆 2015042464	02/11/2015 <mark>NOTICE OF TAX LIEN</mark> (STATE)	[R] REBER DENISE [E] STATE CALIFORNIA EQUALIZATION	Perm
3 🗖 2011097740	04/01/2011ABSTRACT OF JUDGMENT		Perm

### SAN JOAQUIN COUNTY RECORDER INDEXES:

<u>Record #1:</u> On November 15, 2019, an updated search of San Joaquin County Recorder's indexes, identified one new recording under Denise L. Reber filed on 09/30/2019, a Deed of Trust – Assignment.

Record #1:

2019-110330 • Deed C	of Trust-Assignment	Visiter	
Recording Date	Grantor (2)	Grantee (2)	
09/30/2019	REBER DENISE L BANK OF AMER	US BK TRUST TR LEGACY MTG ASSET TRUST	

# VEHICLE SIGHTINGS:

<u>Record #1</u>: On November 14, 2019, an updated nationwide search keyed to license plate number 67465W1 identified no new sighting since the last sightings on the previous report dated August 21, 2019. The previous report identified one sighting was at the residence of 9812 Hickock Drive, Stockton, CA on April 17, 2019 at 3:46am.

<u>Record #2</u>: On November 14, 2019, an updated nationwide search keyed to license plate number 7V48443 identified no new sightings since the last sightings on the previous report dated August 20, 2019. The previous report identified two sightings in the direct vicinity of the residence of 9811 Hickock Drive, Stockton, CA on May 14, 2018 at 11:49pm and May 29, 2018 at 11:57pm.

<u>Record #3</u>: On November 14, 2019, a review of a nationwide Vehicle Sightings database under the license plate for a 2018 Hyundai – 8FOL030 identified three new sighting since the previous report dated August 20, 2019. The sightings were from September 26, 2019 to October 10, 2019. Two of the sighting were in Antioch, CA and the third was in Oakley, CA. All three sightings were approximately 40 miles from Stockton and 80 miles from Oakland, CA.

# Record #1

Record #	Plate 1	DateTime	GMTDateTime	Location Address	IR Plate	Color Overview
1	67465W1	04-17-19 03:46:32 AM	04-17-19 10:46:32 AM	9819 Hickock Dr, Stockton, CA 95209, USA	67465W1	14 - 14 - 14 - 14 - 14 - 14 - 14 - 14 -
2	67465W1	04-17-19 03:46:04 AM	04-17-19 10:46:04 AM	9819 Hickock Dr, Stockton, CA 95209, USA	6746591	
Record #2 Record #	Plate 1	DateTime	GMTDateTime	Location Address	IR Plate	Color Overview
1	7V48443	05-28-18 11:57:11 PM	05-29-18 06:57:11 AM	9811 Hickock Dr, Stockton, CA 95209, USA	7048443	
2	7V48443	05-14-18 11:59:28 PM	05-15-18 06:59:28 AM	9811 Hickock Dr, Stockton, CA 95209, USA	701.911.3	n je jar

Record #3

Record #	Plate 1	DateTime	GMTDateTime	Location Address	IR Plate	Color Overview
1	8FOL030	10-10-19 06:06:26 AM	10-10-19 01:06:26 PM	59 Carol Ln, Oakley, CA 94561, USA	12000	20.
2	8FOL030	10-10-19 01:34:05 AM	10-10-19 08:34:05 AM	2200 Sycamore Dr, Antioch, CA 94509, USA	410	- )
3	8FOL030	09-26-19 01:22:06 AM	09-26-19 08:22:06 AM	3010 Delta Fair Blvd, Antioch, CA 94509, USA	FR.OX	

7448443

### **VOTER REGISTRATION:**

<u>Record #1</u>: On November 14, 2019, an online search of Alameda Voter Registration records keyed to Date of Birth: 10/XX/1958 and Last 4 SSN: XXXX; identified a voter registration record under Denise Reber Kendrick at 689 4<sup>th</sup> Street, Oakland, CA with registration date of 11/28/2018.

<u>Record #2:</u> On November 14, 2019, an online search of CA SOS Voter Registration records keyed to First Name: Denise; Last Name: Reber; CA Driver License: N4718662; Last 4 SSN: XXXX and Date of Birth: 10/XX/1958, identified a voter registration record for Denise Rebert Kendrick at 689 4<sup>th</sup> Street, Oakland, CA 94607. Secretary of State records show the last election she voted in was November 6, 2018.

NOTE: From the 10/02/2018 Update Report: An updated review of voter registration found that Ms. Reber-Kendrick had transferred her address of record since the last review on 4/30/2018 from 112 Estates Drive, Piedmont, CA to 689 4<sup>th</sup> St., Oakland, CA 94607. 689 4<sup>th</sup> St., Oakland is not a residence address, but rather is a commercial address with a long association with Denise Reber-Kendrick and her husband, Ardie Kendrick's, business interests (see Denise Kendrick 4/30/2018 and Ardie Kendrick 6/14/2018 reports). No record was identified associating Ms. Kendrick with 315 Hanover Ave, Oakland, CA.

Record #1

	VOT	TER I	PROFIL	E		
VOTER INFORMATION	ELECTION	14	POLLING PLACE	4	ELECTED OFFICIALS	
					Welcome, DENISE REBERKEN	DRICK
	V	OTER INF	ORMATION		-	
Name and Address DENISE REBERKENDRI 689 4TH ST OAKLAND, CA 94607	ск					
Birth Date October 1958						
Registration Date						

Record #2



# My Voter Status

First name	DENISE
Last name	REBERKENDRICK
Your preferred language to receive election material is	ENGLISH
Address where you are registered to vote	689 4TH ST OAKLAND 94607
Mailing Address	PO BOX 23824 OAKLAND, CA 94623
Your political party preference is	NO PARTY PREFERENCE
You are registered as a permanent vote-by-mail voter	YES
You are registered to vote in	ALAMEDA COUNTY
	County website: http://www.acgov.org/rov
	County phone: 510-272-6933

#### Voting History

If you voted in an election, you can see if you voted at a polling place, vote center, voted by mail, or cast a provisional ballot.

If you do not see a recent election that you voted in, it may be because your county has not yet sent information about your ballot to the Secretary of State. Counties have up to 60 days after the election to provide this information to the Secretary of State.

Please note that any voting history prior to the November 6, 2016, General Election is not displayed on this website.

For the most up-to-date status, please contact your county elections office or use their online ballot status tool:	
http://www.sos.ca.gov/elections/ballot-status/	

Select an election* 11/0	6/2018 - 2018 STATEWIDE GENERAL ELECTION 🗸
Show	Status
For this election, you were Date ballot was mailed by county	mailed a vote by mail ballot. 9/9/2018 12:00:00 AM
Date ballot was received by county	11/6/2018 12:00:00 AM
County	ALAMEDA
Ballot Status	Accepted

#### **BUSINESS ENTITIES/EMPLOYMENT RECORDS:**

An updated 11/15/2019 search of nationwide business databases including proprietary employment databases, as well as California Secretary of State Corporation, LLC, and Limited Partnership records, California Fictitious Business Name (FBN) Records, California Board of Equalization Records, Corporate Affiliation Databases, California Department of Consumer Affairs Professional License Records – including the State Contractors Licensing Board, Uniform Commercial Code (UCC), identified no new findings since the previous report dated August 20, 2019 (See 08/20/2019 Denise Report).

### **INTERNET SEARCHES:**

#### TO BE REVISED PENDING RECEIPT OF DOC'S RESULTS.

Updated online search engine inquiries and searches of social and professional networking websites identified multiple records under the name Denise Reber or Kendrick. Records identified include the following:

<u>Record #1</u>: A Facebook page for Denise Reber which identified herself as the President at GFL, Inc. Her "intro" stated "Northern California Authorized Capacity Yard Truck Dealer". No residence info was referenced.

Ms. Kendrick's Facebook page has a total of 294 postings between 08/07/2019 to 11/14/2019.

<u>Record #2</u>: A LinkedIn page for Denise Reber identifies herself as the President at G.F.L. Inc. in Oakland, CA.

#### Record #1

From: https://www.facebook.com/denise.reber.5

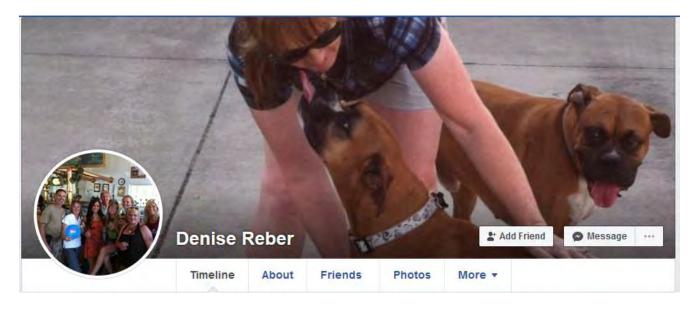




Exhibit 11

#### June 4, 2018

### Re: Kendrich, Ardie & Denise - 315 Hanover #301

#### DATA SEARCHES RE: ARDIE WAYNE KENDRICK aka WAYNE ARDIE KENDRICK aka ARDI WAYNE KENDRICK DOB: 04/XX/1952 SSN: 561-82-XXXX issued in California between 1966 and 1967.

#### **CONCLUSIONS:**

A preponderance of the evidence supports a conclusion that Ardie Kendrick's current permanent place of residence is not the subject property, 315 Hanover, #301, Oakland, but rather is 9812 Hickock Drive, Stockton, CA. Specific evidence supporting this conclusion includes:

- 1. Address history databases identify 9812 Hickock Drive, Stockton as the only current residence address for Mr. Kendrick. The most recent reporting date for the subject address in any of the databases is 01/2012.
- 2. Telephone number databases identified (209) 405-3100, and (209) 957-6068 as associated with Ardie Kendrick at 9812 Hickock Dr, Stockton, CA. No numbers were identified as associated with Mr. Kendrick at the subject address.
- 3. A San Joaquin County Fictitious Business Name notice, published in the Linden Herald, dated March 17-25, 2016 identified proprietor Ardie W. Kendrick's place of business and residence address as 9812 Hickok Dr, Stockton.
- 4. Databases identified a CA driver's license for Ardie W. Kendrick at 9812 Hickock Drive, Stockton, CA with reported date of 11/1/2017.
- 5. DMV vehicle registration records identified a 2017 Ford registered to Mr. Kendrick, and a 2003 Ford registered to Mr. Kendrick and his wife. Both vehicles are registered at 9812 Hickock Drive, Stockton. No vehicles were found registered to Mr. Kendrick at 315 Hanover, Oakland.
- 6. A Vehicle Sightings database identified 53 sightings between May 5, 2010 and March 21, 2018 of the two vehicles registered to Mr. Kendrick. All but one of the sightings were in the Stockton area, with 34 sightings located in the immediate vicinity of 9812 Hickock Drive, Stockton, CA.

- 7. Mr. Kendrick is registered as a permanent vote-by-mail voter with address listed as 9812 Hickock Drive, Stockton, CA 95209.
- 8. An internet search identified a Proof of Service filed by Mr. Kendrick in the New Motor Vehicle Board Matter of Guarantee Forklift, Inc v Capacity of Texas, Inc. The Proof of Service filed by Mr. Kendrick, dated 2/28/2013, identified his residence as 9812 Hickock Drive, Stockton, CA.
- 9. A Manta.com listing for Handyplus identified Ardie Kendrick as the owner of the Stockton, CA business.
- 10. A 5/21/2013 Stockton Record online article about Stockton citizenry's frustration with understaffed police services relates the story of Carpenter Ardie Kendrick, 61, who witnessed a burglary on in Stockton.

### **SUMMARY:**

#### ADDRESS HISTORY

A review of findings in three address history databases for Ardie Kendrick identified 3 current addresses: 1) 9812 Hickock Drive, Stockton, CA (07/13/2006-04/30/2018); a second address – PO Box 691381, Stockton, CA (09/2016-04/2018), and a third address – 689 4<sup>th</sup> Street, Oakland, CA (09/01/1997-04/26/2018). 689 4<sup>th</sup> Street, Oakland, CA is a commercial address – See Record #4, below. The July 2006 initial reporting date for the Stockton address is much more recent than the 9/1/1997 initial reporting date for the subject property, indicating that Ardie Kendrick's residency at 9812 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely his current residence.

The reporting dates for the subject address – 315 Hanover Avenue, Apt. 301, Oakland, CA was 08/1997-01/2012.

(See pages 9-15)

#### **TELEPHONE NUMBER DATABASES**

An online search of the Directory Assistance (411) on May 10, 2018 identified no listings under Ardie Kendrick in Oakland, CA and Stockton, CA.

A reverse search was performed on (209) 405-3100, a number found in databases associated with Ardie Kendrick. This number was found to be a Sprint Spectrum Wireless phone listed to Ardie Kendrick, 9812 Hickock Dr, Stockton, CA with dates of record 7/29/2017 and 6/1/1992 (Record #1).

A reverse search was performed on (209) 957-6068, a number found in databases associated with Ardie Kendrick. This number was found to be a Pacific Bell landline, listed to Ardie and Denise Kendrick at 9812 Hickock Dr., Stockton, CA with dates of record for Ardie of 6/2/2018, and for Denise with last name Kendrick 9/1/2016. Records were also found listed to Denise with last name Reber & Talbett at address 689 4<sup>th</sup> St, Oakland, CA with date of record 6/2/2018; and with last name Reber and address Stockton, CA and dates of record 6/27/2016, 10/4/2013, and 5/20/2009 (Record #2).

A reverse search was performed on (510) 834-1519, a number found in databases associated with Ardie Kendrick. This number was found to be a Pacific Bell landline listed currently to Denise Reber in Oakland CA. Historical listings include Ardie Kendrick at both 689 4<sup>th</sup> St, Oakland and 9812 Hickock Dr, Stockton with date of record 6/2/2018; Denise Reber at 689 4<sup>th</sup> St, Oakland with dates of record 6/2/2018, 9/15/2014, 5/28/2012, 9/16/2011, 7/20/2010, 6/12/2007; Jean L. Dayna at 9812 Hickock Dr., Stockton CA with date of record 6/2/2018; and Denise Reber, Autotemp Inc and GFL Inc at 315 Hanover Ave, Oakland with dates of record 8/14/2017, 2/15/2016, 2/1/2016, 7/15/2015, 9/12/2014, 5/24/2013, 11/15/2012, and 10/13/2009 (Record #3).

(See pages 16-25)

### **UTILITIES**

Utilities databases identified an unknown utility account associated with Ardie Kendrick at 8600 West Lane, Stockton, CA. Reporting date was 09/23/2016 (Record #1).

(See pages 25-26)

### **REAL PROPERTY OWNERSHIP RECORDS**

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified no records of current property ownership associated with Ardie Kendrick.

### **DIVESTED PROPERTY:**

Databases identified 3 records of divested property associated with Ardie Kendrick:

<u>Records #1</u> – 9812 Hickcock Dr. Stockton, CA 95209. Mr. Kendrick's current residence which is now solely owned by his wife Denise Reber-Kendrick. Mr. Kendrick executed grant deed or quit claim in favor of Ms. Reber-Kendrick on 7/6/2006. See Denis Kendrick report for further.

Record #2: 6106 Harrisburg Pl, Stockton, CA divested by Mr. Kendrick on 1/30/2005.

Record #3: 11098 Twin Cities Rd. Galt, CA 95632 divested by Mr. Kendrick on 2/1/2002

(See pages 26 - 38)

### ALAMEDA COUNTY RECORDER INDEXES:

A search of Alameda County Recorder's indexes, identified five recordings under Ardie Kendrick, between 1997-2008:

(See page 39)

### SAN JOAQUIN COUNTY RECORDER INDEXES:

A search of San Joaquin County Recorder's indexes, identified 12 recordings under Ardie Kendrick, Ardie W Kendrick and Ardie Wayne Kendrick, between 2005-2016:

(See pages 39-48)

### CALIFORNIA DMV RECORDS:

A search of California Department of Motor Vehicle driving records identified a current California license for Ardie Wayne Kendrick, issued 03/19/2015, expiration – 04/18/2020. No violations were noted (Record #1A). Databases identified a CA driver's license for Ardie W. Kendrick at 9812 Hickock Drive, Stockton, CA with reported date of 11/1/2017 (Record #1B).

An inquiry of California DMV vehicle registration records keyed to the subject address identified no vehicle registered to Ardie Kendrick at 315 Hanover Avenue, Oakland, CA (Record #2). An inquiry keyed to 9812 Hickock Drive, Stockton, CA identified a 2017 Ford, license 67465W1, registered to Ardie Kendrick and a 2003 Ford, license 7V48443, registered to Ardie and Denise Kendrick (Record #3).

(See pages 48-50)

### **VEHICLE SIGHTINGS**:

A nationwide search of the license plates keyed to abovementioned license plate numbers identified 53 sightings of license plates 67465W1 and 7V48443 between May 5, 2010 and March 21, 2018. One sighting was in Brawley, CA on March 21, 2018 (Record #1), 18 sightings were in Stockton, CA between November 4, 2010 and March 1, 2018 (Records #2, 3, 9, 15, 18A-B, 20, 22, 25, 29, 30, 37A-B, 39, 45-47, 49-51), and the remaining 34 sightings were in the immediate vicinity of 9812 Hickock Drive, Stockton, CA between May 5, 2010 and March 1, 2018.

No sightings were found in Oakland, CA.

(See pages 50-108)

### **VOTER REGISTRATION:**

On May 2, 2018, an online search of Alameda Voter Registration records keyed to Date of Birth: 04/XX/1952 and Last 4 SSN: XXXX; identified no records (Record #1).

On May 2, 2018, an online search of CA SOS Voter Registration records keyed to First Name: Ardie; Last Name: Kendrick: CA Driver License: A010XXXX; Last 4 SSN: XXXX and Date of Birth 04/XX/1952, identified a permanent vote-by-mail voter registration record for Ardie Kendrick in San Joaquin County with address listed as 9812 Hickock Drive, Stockton, CA 95209 (Record #2).

An archived database record identified a voter registration for Ardie Kendrick at 689 4<sup>th</sup> Street, Oakland, CA. Date of registration was 03/29/2010 (Record #3).

(See pages 109 - 111)

### **BUSINESS ENTITIES/EMPLOYMENT RECORDS:**

A search of nationwide business databases including proprietary employment databases, as well as California Secretary of State Corporation, LLC, and Limited Partnership records, California Fictitious Business Name (FBN) Records, California Board of Equalization Records, Corporate Affiliation Databases, California Department of Consumer Affairs Professional License Records – including the State Contractors Licensing Board, Uniform Commercial Code (UCC), identified the following:

(See pages 111-112)

### LIENS & JUDGMENTS:

Judgments and liens databases identified four tax liens or releases recorded against Ardie Kendrick between 1996 and 2010 and a 2006 Abstract of Support Judgment filed by Tuolumne County, CA.

(See pages 112-114)

### **CALIFORNIA SUPERIOR COURT CIVIL RECORDS:**

A search of California Superior Court Civil indexes, available on-line, including Ardie Kendrick's known counties of residence Alameda County, San Joaquin County and Sacramento County identified two family law records for Ardie Kendrick in San Joaquin County: A Dissolution filed 6/24/2010; Disposed 1/28/2011; Petitioner Ardie Kendrick, Respondent, Denise Reber-Kendrick (Record #1) and a 5/16/2006 Family Support Order, Alameda County vs Tina Marie Baskett, in which Ardie Kendrick is named as a litigant (Record #2)

NOTE: Tuolumne County Civil Court filings are not available online.

(See pages 114-116)

### **CALIFORNIA SUPERIOR COURT CRIMINAL RECORDS:**

A search of California Superior Court Criminal indexes, available on-line, including Ardie Kendrick's known counties of residence – Sacramento County and San Joaquin County, identified no records. NOTE: Alameda County and Tuolumne County Criminal Court filings are not available online.

### **OREGON SUPERIOR COURT CIVIL & CRIMINAL RECORDS:**

Oregon Superior Court Civil & Criminal indexes is not available online.

An archived database records identified 1993 and 1994 filings pertaining to Ardie Kendrick.

(See pages 116-118)

# NATIONWIDE FEDERAL BANKRUPTCY, CIVIL AND CRIMINAL COURT RECORDS:

A search of on-line Federal Bankruptcy, Civil, and Criminal court records nationwide identified no records under Ardie Kendrick.

### **INTERNET SEARCHES:**

Online search engine inquiries and searches of social and professional networking websites identified multiple records under the name Ardie Kendrick. Records identified include the following:

<u>Record #1:</u> A New Motor Vehicle Board Matter of the Protest of Guarantee Forklift, Inc v Capacity of Texas, Inc in which Ardie Kendrick stated his residence on a Proof of Service as 9812 Hickock Drive, Stockton, CA, dated 2/28/2013.

<u>Record #2:</u> A manta.com listing for Handy Plus, in Stockton, lists contact phone (209)732-8511, and Ardie Kendrick as the owner with contact phone (209) 405-3100.

<u>Record #3:</u> A recordnet.com article about Stockton police bungling investigations relates the story of Carpenter Ardie Kendrick, 61, who witnessed a burglary on May 21, 2013, at an S-Mart, and then became a victim when his truck was hit by the thief. The article goes on to report Mr. Kendrick's frustration with the police response.

<u>Record #4:</u> The Linden Herald Newspaper dated March 17-25, 2016 with a publication of the Fictitious Business Name for Handyplus (misspelled Hanyplus) published by individual Ardie W. Kendrick listing his Place of Business and residence address as 9812 Hickok Dr, Stockton.

#### **RESIDENT HISTORY FOR 315 HANOVER AVENUE, #301, OAKLAND, CA 94606:**

A Resident History search keyed to 315 Hanover Avenue, #301, Oakland, CA 94606 identified 6 residents currently associated with the address, including Denise Kendrick.

Create a Book with reported dates of 01/01/1997-04/30/2018 Shana Kendrick with reported dates of 09/19/2017-04/30/2018 Samuel Shirakhon with reported dates of 05/23/2014-04/30/2018 Marie Dorothy Magee with reported dates of 07/01/1980-04/30/2018 Denise Kendrick with reported dates of 06/22/2004-04/27/2018 Christina Kayla Kendrick with reported dates of 12/14/2011-04/27/2018

(See pages 126-129)

#### **RESIDENT HISTORY FOR 9812 HICKOCK DRIVE, STOCKTON, CA 95209:**

A Resident History search keyed to 9812 Hickock Drive, Stockton, CA 95209 identified multiple residents currently associated with the address, including Denis Reber and Aride Kendrick.

Linda Combs with reported dates of 07/13/2001-05/02/2018 Maxine Baker with reported dates of 06/01/2002-05/02/2018 Denise Reber with reported dates of 12/31/2006-05/02/2018 Joshua Lacy with reported dates of 11/14/2005-05/02/2018 Monica Christy with reported dates of 02/01/2001-05/02/2018 Ardie Kendrick with reported dates of 02/06/2008-05/02/2018 Angel Cline with reported dates of 12/12/2016-05/02/2018 Wayne Kendrick with reported dates of 07/26/2010-04/26/2018 Jean Dayna with reported dates of 04/15/2010-04/26/2018

(See pages 129-138)

#### **SUBJECT INFO:**

Name: Ardie Wayne Kendrick aka Wayne Ardie Kendrick aka Ardi Wayne Kendrick DOB: 04/XX/1952 SSN: 561-82-XXXX issued in California between 1966 and 1967.

### **ADDRESS HISTORY**

A review of findings in three address history databases for Ardie Kendrick identified 3 current addresses: 1) 9812 Hickock Drive, Stockton, CA (07/13/2006-04/30/2018); a second address – PO Box 691381, Stockton, CA (09/2016-04/2018), and a third address – 689 4<sup>th</sup> Street, Oakland, CA (09/01/1997-04/26/2018). 689 4<sup>th</sup> Street, Oakland, CA is a commercial address – See Record #4, below. The July 2006 initial reporting date for the Stockton address is much more recent than the 9/1/1997 initial reporting date for the subject property, indicating that Ardie Kendrick's residency at 9812 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely his current residence.

The reporting dates for the subject address – 315 Hanover Avenue, Apt. 301, Oakland, CA was 08/1997-01/2012.

#### Database #1

9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) (07/13/2006 to 04/30/2018) PO BOX 691381, STOCKTON, CA 95269-1381 (SAN JOAOUIN COUNTY) (09/2016 to 04/2018) 8600 WEST LN SPC 138, STOCKTON, CA 95210-2217 (SAN JOAQUIN COUNTY) (09/23/2016 to 09/23/2016) PO BOX 23824, OAKLAND, CA 94623-0824 (ALAMEDA COUNTY) (02/2015 to 11/2015) 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (09/01/1997 to 01/2015) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (08/1997 to 01/2012)315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (08/1997 to 10/2010) 315 HANOVER AVE, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (06/18/1997 to 01/25/2007) PO BOX 119, MOCCASIN, CA 95347-0119 (TUOLUMNE COUNTY) (04/1992 to 12/2009) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) (12/08/2005 to 12/08/2005) 2968 W MAIN ST, MEDFORD, OR 97501-2185 (JACKSON COUNTY) (04/1994 to 01/23/2003) 11200 GRIZZLY # CI, GROVELAND, CA 95321 (TUOLUMNE COUNTY) (08/01/1993 to 01/23/2003) PO BOX C, TWAIN HARTE, CA 95383-1796 (TUOLUMNE COUNTY) (12/1989 to 01/23/2003)

11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (01/01/2001 to 02/15/2002) GENERAL DELIVERY, MEDFORD, OR 97501-9999 (JACKSON COUNTY) (05/1996 to 12/1996) 20662 STEVEN CT, SOULSBYVILLE, CA 95372-9725 (TUOLUMNE COUNTY) (09/1988 to 12/1988) 321 W SUNSET ST UPPR, SONORA, CA 95370 (TUOLUMNE COUNTY) (09/1988 to 09/1988)

# Database #2

9812 HICKOCK DR, STOCKTON, CA 95209-1327 SAN JOAQUIN (Jul 2006 - Jun 2012)
689 4TH ST, OAKLAND, CA 94607-3556 ALAMEDA (May 1999 - Jan 2015)
315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 ALAMEDA (Aug 1997 - Jan 2012)
315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361 ALAMEDA (Aug 1997 - Oct 2010)
6106 HARRISBURG PL, STOCKTON, CA 95207-4155 SAN JOAQUIN (Dec 2005 - Dec 2005)
2968 W MAIN ST, MEDFORD, OR 97501-2185 JACKSON (Apr 1994 - Jan 2003)
PO BOX 119, MOCCASIN, CA 95347-0119 TUOLUMNE (Jun 1992 - Jan 2003)
PO BOX C, TWAIN HARTE, CA 95383-1796 TUOLUMNE (Jun 1988 - Jan 2003)
11098 TWIN CITIES RD, GALT, CA 95632-8404 SACRAMENTO (Feb 2002 - Feb 2002)
2968 JVILLE HWY, MEDFORD, OR 97501 JACKSON (Sep 1999 - Oct 1999)
8 JACKSONVILLE HY MED, MEDFORD, OR 97501 JACKSON (May 1997 - May 1997)
PO BOX 2137, TWAIN HARTE, CA 95383-2137 TUOLUMNE (Jul 1996 - Jul 1996)
2345 WATERS GULCH RD, JACKSONVILLE, OR 97530-9322 JACKSON (Apr 1994 - Apr 1994)
11200 GRIZZLY CIR, GROVELAND, CA 95321 TUOLUMNE (Aug 1993 - Aug 1993)

Name	Address	SSN / DOB	Phone
KENDRICK ARDIE W	<b>5</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 04/08/2008 - 04/30/2018 <b>County:</b> SAN JOAQUIN	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Cell: (209)405- 3100 Landline: (209)957-6068 Landline: (510)834-1519
KENDRICK WAYNE A	<b>3</b> x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 05/01/1999 - 04/26/2018 <b>County:</b> ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Landline: (510)834-1519
KENDRICK WAYNE A <b>AKA:</b> KENDRICK, ARDIE WAYNE	<b>5</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 07/26/2010 - 04/26/2018 <b>County:</b> SAN JOAQUIN	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Landline: (209)957-6068 Landline: (510)834-1519

# Database #3

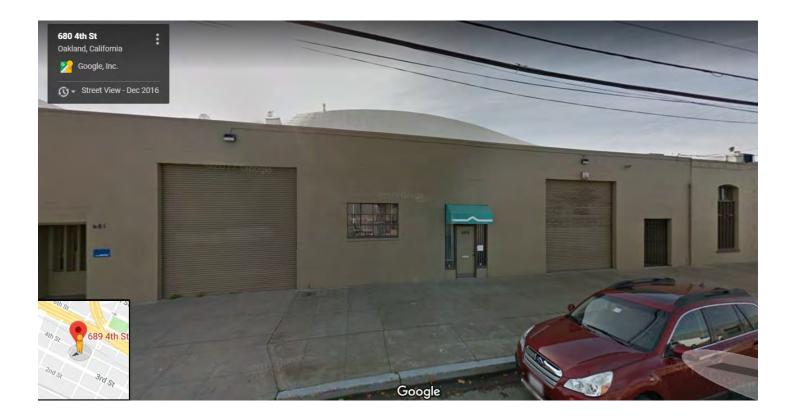
<b>AKA:</b> KENDRICK, ARDIE			
KENDRICK WAYNE A	<b>1</b> x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 04/26/2018 - 04/26/2018 <b>County:</b> ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/1951 Age: 66	
KENDRICK ARDIE W	<b>5</b> x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 09/30/2006 - 04/26/2018 <b>County:</b> ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Landline: (510)834-1519
KENDRICK ARDIE W	<b>1</b> x691381 PO BOX STOCKTON CA 95269 <b>Reported:</b> 09/24/2016 - 09/24/2016 <b>County:</b> SAN JOAQUIN	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Cell: (209)405- 3100
KENDRICK ARDIE W	<b>2</b> x6106 HARRISBURG PL STOCKTON CA 95207-4155 <b>Reported:</b> 11/29/2005 - 08/05/2011 <b>County:</b> SAN JOAQUIN	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK ARDIE W	7x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 09/01/1997 - 04/07/2008 County: ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK ARDIE W	<b>1</b> x11098 TWIN CITIES RD GALT CA 95632 <b>Reported:</b> 12/28/2005 - 12/28/2005 <b>County:</b> SACRAMENTO	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK WAYNE A	<b>1</b> x6106 HARRISBURG PL STOCKTON CA 95207-4155 <b>Reported:</b> 11/29/2005 - 11/29/2005 <b>County:</b> SAN JOAQUIN	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK ARDIE W	<b>1</b> x112 ESTATES DR PIEDMONT CA 94611 <b>Reported:</b> 08/28/2001 - 08/28/2001 <b>County:</b> ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK ARDIE W	2x119 PO BOX MOCCASIN CA 95347 Reported: 05/21/1996 - 08/03/2001 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Landline: (510)834-1519

KENDRICK ARDIE WAYNE	1x2968 W MAIN ST MEDFORD OR 97501-2185 Reported: 07/18/2001 - 07/18/2001 County: JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 66
KENDRICK ARDIE WAYNE	2x2968 JACKSONVILLE HW MEDFORD OR 97501-2004 Reported: 07/18/2001 - 07/18/2001 County: JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 66
KENDRICK WAYNE A	2x11200 GRIZZLY CI GROVELAND CA 95321 Reported: 07/18/2001 - 07/18/2001 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA
KENDRICK WAYNE A	<b>3</b> x2968 W MAIN ST MEDFORD OR 97501-2185 <b>Reported:</b> 10/01/1994 - 07/18/2001 <b>County:</b> JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/1951 Age: 66
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>1</b> x2968 JACKSONVILLE HY MEDFORD OR 97501 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 66
KENDRICK WAYNE A	2x PO BOX C TWAIN HARTE CA 95383-1796 Reported: 07/18/2001 - 07/18/2001 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x POB C TWAIN HARTE CA 95383-1796 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 66
KENDRICK ARDIE W	1xC PO BOX TWAIN HARTE CA 95383 Reported: 07/18/2001 - 07/18/2001 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x11200 GRIZZLY GROVELAND CA 95321-9544 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 66
KENDRICK WAYNE A	<b>3</b> x PO BOX 119 MOCCASIN CA 95347-0119	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/1951 Age: 66

	<b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> TUOLUMNE	
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x POB 119 MOCCASIN CA 95347-0119 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 66
KENDRICK ARDIE W	1x2968 JVILLE HWY MEDFORD OR 97501 Reported: 12/07/1999 - 12/07/1999 County: JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE W	1x2137 PO BOX TWAIN HARTE CA 95383 Reported: 09/12/1998 - 09/12/1998 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE W	1x2968 W MAIN ST MEDFORD OR 97501 Reported: 12/18/1994 - 09/16/1997 County: JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK WAYNE A	<b>3</b> x315 HANOVER AV 101 OAKLAND CA 94606-1361 <b>Reported:</b> 09/01/1997 - 09/01/1997 <b>County:</b> ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/1951 Age: 66
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x315 HANOVER 101 OAKLAND CA 94606-1361 <b>Reported:</b> 09/01/1997 - 09/01/1997 <b>County:</b> ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 66
KENDRICK ARDIE W	1x CO CHILD SUPPORT ENFORCEMENT MEDFORD OR 97501 Reported: 05/16/1997 - 05/16/1997 County: JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK WAYNE A	<b>3</b> x PO BOX 2137 TWAIN HARTE CA 95383-2137 <b>Reported:</b> 07/01/1996 - 07/01/1996 <b>County:</b> TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/1951 Age: 66
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x POB 2137 TWAIN HARTE CA 95383-2137 <b>Reported:</b> 07/01/1996 - 07/01/1996 <b>County:</b> TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 66

KENDRICK ARDIE W	<b>1</b> x CO MEDFORD SUPP MEDFORD OR 97501 <b>Reported:</b> 03/12/1996 - 03/12/1996 <b>County:</b> JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE W	2x11200 GRIZZLY CIR GROVELAND CA 95321 Reported: 08/01/1993 - 08/27/1993 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE W	1xC371 PO BOX TWAIN HARTE CA 95383 Reported: 11/01/1992 - 07/31/1993 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK WAYNE A	1xC PO BOX TWAIN HARTE CA 95383-1796 Reported: 11/01/1992 - 11/01/1992 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/1951 Age: 66

**<u>Record #4A:</u>** From Google Street View:



Record #4B: From Google Street View:



## TELEPHONE NUMBER DATABASES

An online search of the Directory Assistance (411) on May 10, 2018 identified no listings under Ardie Kendrick in Oakland, CA and Stockton, CA.

A reverse search was performed on (209) 405-3100, a number found in databases associated with Ardie Kendrick. This number was found to be a Sprint Spectrum Wireless phone listed to Ardie Kendrick, 9812 Hickock Dr, Stockton, CA with dates of record 7/29/2017 and 6/1/1992 (Record #1).

A reverse search was performed on (209) 957-6068, a number found in databases associated with Ardie Kendrick. This number was found to be a Pacific Bell landline, listed to Ardie and Denise Kendrick at 9812 Hickock Dr., Stockton, CA with dates of record for Ardie of 6/2/2018, and for Denise with last name Kendrick 9/1/2016. Records were also found listed to Denise with last name Reber & Talbett at address 689 4<sup>th</sup> St, Oakland, CA with date of record 6/2/2018; and with last name Reber and address Stockton, CA and dates of record 6/27/2016, 10/4/2013, and 5/20/2009 (Record #2).

A reverse search was performed on (510) 834-1519, a number found in databases associated with Ardie Kendrick. This number was found to be a Pacific Bell landline listed currently to Denise Reber in

Oakland CA. Historical listings include Ardie Kendrick at both 689 4<sup>th</sup> St, Oakland and 9812 Hickock Dr, Stockton with date of record 6/2/2018; Denise Reber at 689 4<sup>th</sup> St, Oakland with dates of record 6/2/2018, 9/15/2014, 5/28/2012, 9/16/2011, 7/20/2010, 6/12/2007; Jean L. Dayna at 9812 Hickock Dr., Stockton CA with date of record 6/2/2018; and Denise Reber, Autotemp Inc and GFL Inc at 315 Hanover Ave, Oakland with dates of record 8/14/2017, 2/15/2016, 2/1/2016, 7/15/2015, 9/12/2014, 5/24/2013, 11/15/2012, and 10/13/2009 (Record #3).

### Record #1:

### Search Criteria

Phone Number: (209) 405-3100 Include Historical: Yes

Demographi	ics		
Area Code:	209	Prefix:	405
Number Range:	(209)405-3000 through (209)405-3999	Thousand Block Pool:	Y
Assigned Carrier:	SPRINT SPECTRUM LP (SPRINT) 6200 SPRINT PKWY OVERLAND PARK, KS 66251-6117	Туре:	CELLULAR
Assigned Carrier DBA:	SPRINT SPECTRUM LP	OCN Type:	PERSONAL COMMUNICATIONS SERVICE
Assigned Date:	11/28/2006	Activated Date:	12/08/2006
Wire Center:	FRENCH CAMP	Rate Center:	STOCKTON
Zone Type:	UNRESTRICTED	Number Pooling:	Y
NXX Type:	MISCELLANEOUS SERVICE (NON-500 PCS, VOICE MAIL, ETC.)	Block Contaminated:	Y
Metro Area:	SAN FRANCISCO- OAKLAND-SAN JOSE	Timezone:	PACIFIC
Metro Area Population (2000):			

County Population (2006):	673,170	County Population (2010):	685,306
State:	CALIFORNIA	County:	SAN JOAQUIN
Primary Zip Code:	95202		
USPS Preferred City:	STOCKTON		

# **Current Carrier Information**

Current Carrier: Sprint	Wireless:	Yes
Short Message 2094053100@messaging.sprintpcs.com Service (SMS):	Multimedia Messaging Service (MMS):	

Historical <b>R</b>	ecords		
Historical F	Record		
Name: Address:	KENDRICK, ARDIE W 9812 HICKOCK DR STOCKTON, CA 95209- 1327 <b>County:</b> SAN JOAQUIN	Phone:	(209) 405-3100
Report Date:	07/29/2017		
Historical F	Record		
Name: Address:	KENDRICK, ARDIE WAYNE 9812 HICKOCK DR STOCKTON, CA 95209- 1327 <b>County:</b> SAN JOAQUIN	Phone:	(209) 405-3100
Report Date:	06/01/1992		
Historical Record			
<b>Company:</b>	HANDYPLUS		
		Phone:	(209) 405-3100

State: County: Possible City:	CALIFORNIA SAN JOAQUIN STOCKTON	Other Possible City 1:	
Historical <b>R</b>	Record		
Company: Address:	HANDYPLUS STOCKTON, CA 95202	Phone:	(209) 405-3100

# Record #2:

# Search Criteria

Phone Number: (209) 957-6068 Include Historical: Yes

Demographics			
Area Code:	209	Prefix:	957
Number Range:	(209)957-0000 through (209)957- 9999	Thousand Block Pool:	Ν
Assigned Carrier:	PACIFIC BELL TELEPHONE COM FOUR BELL PLAZA DALLAS, TX 75202	IPANY (ATT CA	LIFORNIA)
Assigned Carrier DBA:	ATT CALIFORNIA	OCN Type:	REGINAL BELL OPERATING COMPANY
		Activated Date:	01/01/2000
Wire Center:	STOCKTON-GRANITE	<b>Rate Center:</b>	STOCKTON
Zone Type:	UNRESTRICTED	Number Pooling:	Y
NXX Type:	REGULAR (PLAIN OLD TELEPHONE SERVICE (POTS))	Block Contaminated:	Ν
Metro Area:	SAN FRANCISCO-OAKLAND- SAN JOSE	Timezone:	PACIFIC
Metro Area Population (2000):	563,183		

County Population (2006):	673,170	County Population (2010):	685,306
State: Primary Zip Code:	CALIFORNIA 95202	County:	SAN JOAQUIN
USPS Preferred City:	STOCKTON		

Current Carri	er Information		
Current Carrier:	AT T Local	Wireless:	No
Historical Rec	ords		
Historical Rec	ord		
Name:	KENDRICK, DENISE L 9812 HICKOCK DR		
Address:	STOCKTON, CA 95209-1327 County: SAN JOAQUIN	Phone:	(209) 957-6068
<b>Report Date:</b>	09/01/2016		
<b>Historical Rec</b>	ord		
Name:	TIREY, MATTIE 19300 SUSAN WAY		
Address:	SONORA, CA 95370-9209 County: TUOLUMNE	Phone:	(209) 957-6068
<b>Report Date:</b>	10/01/2000		
<b>Historical Rec</b>	ord		
Name:	KENDRICK, ARDIE W	DOB:	04/XX/1952
Address:	9812 HICKOCK DR STOCKTON, CA 95209-1327	Phone:	(209) 957-6068
<b>Report Date:</b>	06/02/2018		
<b>Historical Rec</b>	ord		
Name:	REBER, DENISE L	DOB:	10/22/1958
Address:	689 4TH ST OAKLAND, CA 94607-3556	Phone:	(209) 957-6068
<b>Report Date:</b>	06/02/2018		
<b>Historical Rec</b>	ord		

Name:       TALBOTT, DENISEL         Address:       689 4TH ST OAKLAND, CA 94607-3556       Phone:       (209) 957-6068         Report Date:       06/02/2018       Understand       Understand         Historical Record       TALBOTT, DENISEL       DOB:       10/22/1958         Name:       TALBOTT, DENISEL       DOB:       10/22/1958         Address:       689 4TH ST OAKLAND, CA 94607-3556       Phone:       (209) 957-6068
Address:       OAKLAND, CA 94607-3556       Phone:       (209) 957-6068         Report Date:       06/02/2018       Historical Record         Name:       TALBOTT, DENISEL       DOB:       10/22/1958         Address:       689 4TH ST OAKLAND, CA 94607-3556       Phone:       (209) 957-6068
Historical Record         Name:       TALBOTT, DENISEL         689 4TH ST         OAKLAND, CA 94607-3556    Phone: (209) 957-6068
Name:         TALBOTT, DENISEL         DOB:         10/22/1958           Address:         689 4TH ST OAKLAND, CA 94607-3556         Phone:         (209) 957-6068
Address:         689 4TH ST OAKLAND, CA 94607-3556         Phone:         (209) 957-6068
Address: OAKLAND, CA 94607-3556 Phone: (209) 957-6068
<b>Report Date:</b> 06/02/2018
Historical Record
Name:KENDRICK, WAYNE ADOB:04/XX/1952
Address:         9812 HICKOCK DR STOCKTON, CA 95209-1327         Phone:         (209) 957-6068
<b>Report Date:</b> 06/02/2018
Historical Record
Name:         REBER, DENNISE           Address:         STOCKTON, CA 95202         Phone:         (209) 957-6068           Report Date:         06/27/2016         Phone:         (209) 957-6068
Historical Record
Name:         REBER, DENNISE           Address:         STOCKTON, CA 95201         Phone:         (209) 957-6068           Report Date:         02/01/2016         Phone:         (209) 957-6068
Historical Record
Name:         REBER, DENNISE           Address:         STOCKTON, CA 95201         Phone:         (209) 957-6068           Report Date:         10/14/2013         Phone:         (209) 957-6068
Historical Record
Name:         REBER, DENNISE           Address:         STOCKTON, CA 95207         Phone:         (209) 957-6068           Report Date:         05/20/2009         Phone:         (209) 957-6068
Historical Record
Name: ELIZONDO, KRISTIN L
Address:         2664 PARADISE DR LODI, CA 95242-8327         Phone:         (209) 474-6416
<b>Report Date:</b> 06/01/2008

# Record #3:

# Search Criteria

Phone Number: (510) 834-1519 Include Historical: Yes

Demographics			
Area Code:	510	Prefix:	834
Number Range:	(510)834-0000 through (510)834- 9999	Thousand Block Pool:	Ν
Assigned Carrier:	PACIFIC BELL TELEPHONE CON FOUR BELL PLAZA DALLAS, TX 75202	MPANY (ATT CA	ALIFORNIA)
Assigned Carrier DBA:	ATT CALIFORNIA	OCN Type:	REGINAL BELL OPERATING COMPANY
		Activated Date:	01/01/2000
Wire Center:	OAKLAND-FRANKLIN	<b>Rate Center:</b>	OAKLAND:MAIN-PIEDMONT DA
Zone Type:	UNRESTRICTED	Number Pooling:	Y
NXX Type:	REGULAR (PLAIN OLD TELEPHONE SERVICE (POTS))	Block Contaminated:	: <sup>N</sup>
Metro Area:	SAN FRANCISCO-OAKLAND- SAN JOSE	Timezone:	PACIFIC
Metro Area Population (2000):	6,873,645		
County Population (2006):	1,457,426	County Population (2010):	1,510,271
State:	CALIFORNIA	County:	ALAMEDA
Primary Zip Code:	94612		
USPS Preferred City:	OAKLAND		

Current Ca	rrier Information			
Current	AT T IP	Wireless:	No	
<b>Carrier:</b>		vvn ciess:	110	

Phone Listings		
Phone Listing		
Name:	REBER, DENISE	
		<b>Phone:</b> (510) 834-1519
State:	CALIFORNIA	Other Possible City 1:
County:	ALAMEDA	v
<b>Possible City:</b>	OAKLAND	

Historical Reco	ords		
Historical Rec	ord		
Name:	KENDRICK, ARDIE W	DOB:	04/XX/1952
Address:	689 4TH ST OAKLAND, CA 94607-3556	Phone:	(510) 834-1519
<b>Report Date:</b>	06/02/2018		
<b>Historical Rec</b>	ord		
Name:	KENDRICK, ARDIE W	DOB:	04/XX/1952
Address:	9812 HICKOCK DR STOCKTON, CA 95209-1327	Phone:	(510) 834-1519
<b>Report Date:</b>	06/02/2018		
Historical Rec	ord		
Name:	REBER, DENISE L	DOB:	10/22/1958
Address:	689 4TH ST OAKLAND, CA 94607-3556	Phone:	(510) 834-1519
<b>Report Date:</b>	06/02/2018		
<b>Historical Rec</b>	ord		
Name:	DAYNA, JEAN L	DOB:	02/11/1984
Address:	9812 HICKOCK DR STOCKTON, CA 95209-1327	Phone:	(510) 834-1519
<b>Report Date:</b>	06/02/2018		
<b>Historical Rec</b>	ord		
Name:	KENDRICK, WAYNE A	DOB:	04/XX/1952
Address:	689 4TH ST OAKLAND, CA 94607-3556	Phone:	(510) 834-1519
<b>Report Date:</b>	06/02/2018		
<b>Historical Rec</b>	ord		
Name:	KENDRICK, WAYNE A	DOB:	04/XX/1952
Address:	9812 HICKOCK DR STOCKTON, CA 95209-1327	Phone:	(510) 834-1519

<b>Report Date:</b>	06/02/2018		
Historical Rec	ord		
Name:	REBER, DENISE		
Address:	315 HANOVER AVE OAKLAND, CA 94606-1361	Phone:	(510) 834-1519
<b>Report Date:</b>	08/14/2017		
Historical Rec	ord		
<b>Company:</b>	INC GFL		
Address:	315 HANOVER AVE OAKLAND, CA 94606	Phone:	(510) 834-1519
<b>Report Date:</b>	02/15/2016		
Historical Rec	ord		
Name:	REBER, DENISE		
Address:	315 HANOVER AVE OAKLAND, CA 94606	Phone:	(510) 834-1519
<b>Report Date:</b>	02/01/2016		
Historical Rec	ord		
<b>Company:</b>	INC AUTOTEMP		
Address:	315 HANOVER AVE OAKLAND, CA 94606	Phone:	(510) 834-1519
<b>Report Date:</b>	07/15/2015		
Historical Rec	ord		
Name:	REBER, DENISE 689 4TH ST		
Address:	OAKLAND, CA 94607-3556	Phone:	(510) 834-1519
<b>Report Date:</b>	<b>County:</b> ALAMEDA 09/15/2014		
Historical Rec	ord		
Name:	REBER, DENISE L		
Address:	315 HANOVER AV OAKLAND, CA 94606-1361	Phone:	(209) 745-4380
<b>Report Date:</b>	09/12/2014		
Historical Rec	ord		
Name:	GFL, INC		
Address:	315 HANOVER AVE OAKLAND, CA 94606-1361	Phone:	(510) 834-1519
<b>Report Date:</b>	05/24/2013		
Historical Rec	ord		

1			
Name:	REBER, DENISE		
Address:	689 FOURTH ST OAKLAND, CA 94666	Phone:	(510) 834-1519
<b>Report Date:</b>	05/28/2012		
<b>Historical Rec</b>	ord		
Name:	GFL, GFL		
Address:	315 HANOVER AVE OAKLAND, CA 94606-1361	Phone:	(510) 834-1519
<b>Report Date:</b>	01/15/2012		
<b>Historical Rec</b>	ord		
Name:	REBER, DENISE 689 4TH ST		
Address:	OAKLAND, CA 94607-3556 County: ALAMEDA	Phone:	(510) 834-1519
<b>Report Date:</b>	09/16/2011		
<b>Historical Rec</b>	ord		
Name:	REBER, DENISE		
Address:	689 FOURTH ST OAKLAND, CA 94607	Phone:	(510) 834-1519
<b>Report Date:</b>	07/20/2010		
<b>Historical Rec</b>	ord		
Name:	INC, GFL		
Address:	315 HANOVER AVE OAKLAND, CA 94606-1361	Phone:	(510) 834-1519
<b>Report Date:</b>	10/13/2009		
<b>Historical Rec</b>	ord		
Name:	ROSEN, DENISE		
Address:	689 4TH ST OAKLAND, CA 94607-5635	Phone:	(510) 834-1519
<b>Report Date:</b>	06/12/2007		

# **UTILITIES**

Utilities databases identified an unknown utility account associated with Ardie Kendrick at 8600 West Lane, Stockton, CA. Reporting date was 09/23/2016 (Record #1).

## Record #1

### Name: ARDIE KENDRICK SSN: 561-82-XXXX Issued: CALIFORNIA 1966-1967

Service Address: 8600 WEST LN, STOCKTON, CA 95210-2228 (SAN JOAQUIN COUNTY) First Seen by Utilities: 09/23/2016 Date Reported: 09/23/2016

Billing Address: 8600 WEST LN SPC 138, STOCKTON, CA 95210-2217 (SAN JOAQUIN COUNTY)

### **DIVESTED PROPERTY:**

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified no records of current property ownership associated with Ardie Kendrick. Databases identified 3 records of divested property associated with Ardie Kendrick:

<u>Records #1</u> – 9812 Hickcock Dr. Stockton, CA 95209. Mr. Kendrick's current residence which is now solely owned by his wife Denise Reber-Kendrick. Mr. Kendrick executed grant deed or quit claim in favor of Ms. Reber-Kendrick on 7/6/2006. See Denis Kendrick report for further.

Record #2: 6106 Harrisburg Pl, Stockton, CA divested by Mr. Kendrick on 1/30/2005.

Record #3: 11098 Twin Cities Rd. Galt, CA 95632 divested by Mr. Kendrick on 2/1/2002

#### Record #1

Purchase Date: N/A - Sold Date: 07/06/2006	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Homestead APN: 072-170-30 APN Sequence Number: 001 Date Subject First Seen as Owner: 05/23/2006 Date Subject Last Seen as Owner: 2017 Subdivision Name: WESTERN VALLEY ESTATES Legal Description: TRACT 1278 LOT 257 Building Square Feet: 2,226 Living Square Feet: 2,226 Living Square Feet: 6,292 Year Built: 1978	Latest Tax Roll/Assessment Information Tax Year: 2016 Tax Amount: \$2,927.50 Assessed Year: 2017 Assessed Value: \$283,000 Sale Date: 05/23/2006 Sale Amount: \$379,000 Document Number: 150629 Total Value: \$283,000 Land Value: \$113,000 Improvement Value: \$170,000 Bedrooms: 4 Baths: 3
Most Current Ownership Information - 05/23/2006	
Owner: DENISE L REBER	Mortgage

Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556	Lender: MORTGAGE ELECTRONIC REGISTRATIMortgage
(ALAMEDA COUNTY)	Amount: \$303,200
Seller: YOUNG WILLIAM J & YOKO	Mortgage Loan Type: Conventional
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	Mortgage Date: 07/07/2006
COUNTY)	Mortgage Interest Rate Type: Adjustable
Owner Ownership Rights: Separate Property	Mantanana
Owner Relationship Type: Married Woman	Mortgage
Sale Date: 05/23/2006	Lender: BANK OF AMERICAMortgage Amount: \$303,200
Sale Code: Full Value	Mortgage Loan Type: Conventional
Sale Amount: \$379,000	Mortgage Date: 07/07/2006
Absentee Indicator: Situs Address Taken From Sales Transaction	Mortgage Interest Rate Type: Adjustable
- Determined Absentee Owner	Martinana
Deed Sec Cat: Residential (Modeled)	Mortgage
Universal Land Use: Single Family Residence	Lender: MORTGAGE ELECTRONIC REGISTRATIMortgage
Property Indicator: Single Family Residence/Townhouse	Amount: \$303,200
Resale New Construction: Resale	Mortgage Loan Type: Conventional
Residential Model Indicator: Based On Zip Code and Value	Mortgage Date: 07/07/2006
Property is Residential	Mortgage Interest Rate Type: Adjustable
	Mortgogo
	Mortgage Mortgage Amount: \$303,200
	Mortgage Loan Type: Conventional
	Mortgage Date: 07/07/2006
	Mortgage Interest Rate Type: Adjustable
	Mongage interest hate Type. Aujustable
	Mortgage
	Lender: BAC HM LNS SVCNG LPMortgage Amount: \$303,200
	Mortgage Loan Type: Conventional
	Mortgage Date: 07/07/2006
	Mortgage Interest Rate Type: Adjustable
	Mongage microst Maie Type. Aujustable
	Mortgage
	Lender: NATIONS FIRST LNDG INCMortgage Amount: \$303,200
	Mortgage Interest Rate: 1.2500%
	Mortgage Loan Type: Conventional
	Mortgage Deed Type: Deed of Trust
	Mortgage Term: 30 Years
	Second Mortgage Amount: \$37,900
	Second Mortgage Loan Type: CNV
	Second Mortgage Deed Type: <b>TR</b>
	Mortgage Date: 07/07/2006
	Mortgage Due Date: 08/01/2036
	Mtg Sec Cat: CNV, Adjustable, Conforming
	Mortgage Interest Rate Type: Adjustable
	· · · · · · · · · · · · · · · · · · ·

Previous Ownership Information - 07/06/2006

Owner: DENISE REBER	Mortgage
Owner: HOME GUEST CARLENS COUNTRY	No Mortgage
Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556	
(ALAMEDA COUNTY)	
Seller: ARDIE W KENDRICK	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Separate Property	
Owner Relationship Type: Married Woman	
Sale Date: 07/06/2006	
Sale Code: Sale Price (Partial)	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Interfamily Transfer, Resale, Cash Purchase,	

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Previous Ownership Information - 05/23/2006

Property Indicator: Single Family Residence Residential Model Indicator: Property is Residential			Mortgage Information not available
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#### **Previous Ownership Information**

Owner: YOUNG WILLIAM J & YOKO TRUSTEE	Mortgage Information not available
Owner: UDT	5 5
Mailing Address: 628 CENTRAL AVE, TRACY, CA 95376-4102	
(SAN JOAQUIN COUNTY)	
Seller: PISHOS THOMAS A & BONNIE TRUSTEES & PIS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Trustee	
Business Name: YOUNG WILLIAM J & YOKO TRUSTEE	
Sale Code: Sale Price (Full)	
Sale Amount: <b>\$140,000</b>	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Resale	
Property Indicator: Miscellaneous	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	

Previous Ownership Information		
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Deed Sec Cat: Resale Property Indicator: Miscellaneous Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Mortgage Information not available	

Previous Ownership Information	
Previous Ownership Information Owner: PISHOS THOMAS A & BONNIE TRUST Owner: T PISHOS Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN JOAQUIN COUNTY) Seller: THOMAS PISHOS Seller: B PISHOS 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY)	Mortgage Information not available
Owner Ownership Rights: Trustee Business Name: PISHOS THOMAS A & BONNIE TRUST Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Interfamily Transfer, Resale Property Indicator: Miscellaneous Inter Family: Yes Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	

Owner: THOMAS PISHOS Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN JOAQUIN COUNTY) Seller: THOMAS PISHOS Seller: B PISHOS 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Owner Relationship Type: Husband/Wife Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Interfamily Transfer, Resale Property Indicator: Miscellaneous Inter Family: Yes Development	Mortgage Information not available
Inter Family: Yes	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	

#### Previous Ownership Information

Owner: THOMAS & BONNIE PISHOS TE	Mortgage Information not available
Mailing Address: 31 E 6TH ST, TRACY, CA 95376-4107 (SAN	
JOAQUIN COUNTY)	
Seller: THOMAS PISHOS	
Seller: BONNIE PISHOS	
9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN	
COUNTY)	
Owner Ownership Rights: Personal Trust	
Business Name: THOMAS & BONNIE PISHOS TE	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Interfamily Transfer, Resale	
Property Indicator: Miscellaneous	
Inter Family: Yes	
Resale New Construction: Resale	

Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	
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Property Indicator: Miscellaneous Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential
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### Record #2

#### Purchase Date: N/A - Sold Date: 11/30/2005

6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) APN: **097-205-07** APN Sequence Number: **001** Date Subject First Seen as Owner: **11/30/2005** Date Subject Last Seen as Owner: **08/17/2012** Subdivision Name: **LINCOLN VILLAGE #15** Legal Description: **TRACT 302 BLK 34 LOT 5** Building Square Feet: **1,516** Living Square Feet: **1,516** Land Square Feet: **7,975** Year Built: **1953**  Latest Tax Roll/Assessment Information Tax Year: 2016 Tax Amount: \$3,387.52 Assessed Year: 2017 Assessed Value: \$148,544 Sale Date: 03/26/2013 Sale Amount: \$320,000 Document Number: 109141 Total Value: \$148,544 Land Value: \$37,136 Improvement Value: \$111,408 Bedrooms: 3 Baths: 2

#### Most Current Ownership Information - 03/26/2013

Owner: ANTHONY REVAY Owner: KELLY I REVAY I Mailing Address: 6106 HARRISBURG PL, STOCKTON, CA 95207- 4155 (SAN JOAQUIN COUNTY) Seller: LINCOLN VILLAGE HOA Seller: RAYMONDS AMES 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Joint Tenants Owner Relationship Type: Husband/Wife Sale Date: 03/26/2013 Sale Code: Sale Price (Full) Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Residential (Modeled) Universal Land Use: Single Family Residence Property Indicator: Single Family Residence/Townhouse Resale New Construction: Resale	Mortgage Lender: AMERICAN PACIFIC MTG CORPMortgage Amount: \$137,464 Mortgage Loan Type: FHA(Federal Housing Authority) Mortgage Deed Type: Deed of Trust Mortgage Term: 30 Years Mortgage Date: 03/27/2013 Mortgage Due Date: 04/01/2043 Mtg Sec Cat: FHA, Fixed
Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value	

Property is Residential	

Owner: DENISE REBER         Seller: LINCOLN VILLAGE HOMES ASSN 2         6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN         JOAQUIN COUNTY)         Deed Sec Cat: Residential (Modeled)         Universal Land Use: Single Family Residence         Property Indicator: Single Family Residence/Townhouse         Residential Model Indicator: Based On Zip Code and Value         Property is Residential	
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#### Previous Ownership Information - 08/17/2012

<u>Mortgage</u> No Mortgage

#### Previous Ownership Information - 08/17/2012

Owner: ANTHONY S REVAY Owner: KELLY REVAY I Mailing Address: 6106 HARRISBURG PL, STOCKTON, CA 95207- 4155 (SAN JOAQUIN COUNTY) Seller: DENISE L REBER	Mortgage Information not available
6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Joint Tenant Owner Relationship Type: Husband And Wife Sale Date: 08/17/2012	
Sale Code: Not Disclosed Absentee Indicator: Owner Occupied Universal Land Use: Single Family Residence Property Indicator: Single Family Residence Residential Model Indicator: Property is Residential	

#### **Previous Ownership Information**

Owner: DENISE REBER	Mortgage
Owner: DAYNA L JEAN	Lender: WASHINGTON MUTUAL BK FAMortgage Amount:

95815-4404 (SACRAMENTO COUNTY) Seller: LINCOLN VILLAGE HOMES ASSN 2	\$256,000 Mortgage Loan Type: Conventional Mortgage Date: 11/25/2005 Mortgage Interest Rate Type: Adjustable
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#### **Previous Ownership Information**

	Owner: DENISE REBER Owner: DAYNA L JEAN 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) Owner Ownership Rights: Joint Tenants Owner Relationship Type: Married Woman Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Residential (Modeled) Property Indicator: Single Family Residence/Townhouse Residential Model Indicator: Based On Zip Code and Value Property is Residential	Mortgage Lender: JP MORGAN CHASE BKMortgage Amount: \$256,000 Mortgage Loan Type: Conventional Mortgage Date: 11/25/2005 Mortgage Interest Rate Type: Adjustable
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#### Previous Ownership Information - 11/30/2005

Universal Land Use: Single Family Residence Property Indicator: Single Family Residence Residential Model Indicator: Property is Residential	

Previous Ownership Information - 11/30/2005

Owner: DENISE REBER	Mortgage
Owner: DAYNA L JEAN	No Mortgage
Mailing Address: 690 4TH ST, OAKLAND, CA 94607-3557	
(ALAMEDA COUNTY)	Mortgage
Seller: MICHAEL W SEHON	Lender: WASHINGTON MUTUAL BK FAMortgage Amount:
Seller: ARDIE KENDRICK	\$256,000
6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN	Mortgage Interest Rate: 6.0260%
JOAQUIN COUNTY)	Mortgage Loan Type: Conventional
Owner Ownership Rights: Joint Tenants	Mortgage Deed Type: Deed of Trust
Owner Relationship Type: Married Woman	Mortgage Term: 30 Years
Sale Date: 11/30/2005	Second Mortgage Amount: \$32,000
Sale Code: Sale Price (Full)	Second Mortgage Loan Type: CNV
Sale Amount: \$320,000	Second Mortgage Deed Type: TR
Absentee Indicator: Situs Address Taken From Sales Transaction	Mortgage Date: 11/25/2005
- Determined Absentee Owner	Mortgage Due Date: 01/01/2036
Deed Sec Cat: Resale, Cash Purchase, Residential (Modeled)	Mtg Sec Cat: CNV, Adjustable, Refinance, Conforming
Universal Land Use: Single Family Residence	Mortgage Interest Rate Type: Adjustable
Property Indicator: Single Family Residence/Townhouse	Refi Flag: Loan to Value is More Than 50%
Inter Family: Yes	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Residential	

Previous Ownership Information - 07/25/2004

Owner: MICAHEL SEHON Mailing Address: 6106 HARRISBURG PL, STOCKTON, CA 95207- 4155 (SAN JOAQUIN COUNTY)	<u>Mortgage</u> No Mortgage
Seller: TORI L DAVIS	Mortgage
Seller: BRENDA J SEHON	Lender: OWNIT MTG SOLUTIONS INCMortgage Amount: \$208,000
6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN	Mortgage Interest Rate: 6.3750%
JOAQUIN COUNTY)	Mortgage Loan Type: Conventional
Owner Ownership Rights: Separate Property	Mortgage Deed Type: Deed of Trust
Owner Relationship Type: Married Man	Mortgage Term: 30 Years
Sale Date: 07/25/2004	Second Mortgage Amount: <b>\$52,000</b>
Sale Code: N	Second Mortgage Loan Type: CNV
Absentee Indicator: Situs Address Taken From Sales Transaction	Second Mortgage Deed Type: TR
- Determined Owner Occupied	Mortgage Date: 07/29/2004
Deed Sec Cat: Resale, Cash Purchase, Residential (Modeled)	Mortgage Due Date: 08/01/2034
Universal Land Use: Single Family Residence	Mtg Sec Cat: CNV, Adjustable, Refinance, Conforming
Property Indicator: Single Family Residence/Townhouse	Mortgage Interest Rate Type: Adjustable
Inter Family: Yes	Refi Flag: Loan to Value is More Than 50%
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Residential	

Previous Ownership Information - 03/16/2000

Owner: TORI DAVIS	Mortgage
Mailing Address: 6106 HARRISBURG PL, STOCKTON, CA 95207-	Lender: GB HM EQUITYMortgage Amount: \$59,000
4155 (SAN JOAQUIN COUNTY)	Mortgage Loan Type: Conventional
4155 (SAN JUAQUIN COUNTY)	Mortgage Loan Type: Conventional

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Seller: PHILLIP E BROWN	Mortgage Deed Type: Deed of Trust
6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN	Mortgage Date: 04/15/2002
JOAQUIN COUNTY)	Mtg Sec Cat: CNV, Fixed, Other Subordinate Loans, Conforming
Owner Relationship Type: Single Woman	Mortgage Interest Rate Type: Fixed
Sale Date: 03/16/2000	
Sale Code: Sale Price (Full)	Mortgage
Sale Amount: \$108,000	Lender: NATIONAL CTY MTG COMortgage Amount: \$120,785
Absentee Indicator: Situs Address Taken From Sales Transaction	Mortgage Interest Rate: 7.2500%
- Determined Owner Occupied	Mortgage Loan Type: FHA(Federal Housing Authority)
Deed Sec Cat: Residential (Modeled)	Mortgage Deed Type: Deed of Trust
Universal Land Use: Single Family Residence	Mortgage Term: 30 Years
Property Indicator: Single Family Residence/Townhouse	Mortgage Date: 05/24/2001
Resale New Construction: Resale	Mortgage Due Date: 06/01/2031
Residential Model Indicator: Based On Zip Code and Value	Mtg Sec Cat: FHA, Fixed, Refinance
Property is Residential	Refi Flag: Loan to Value is More Than 50%
	Mortgage
	Lender: ACCUBANC MTGMortgage Amount: \$107,334
	Mortgage Interest Rate: 9.1500%
	Mortgage Loan Type: FHA(Federal Housing Authority)
	Mortgage Deed Type: Deed of Trust
	Mortgage Term: 30 Years
	Second Mortgage Amount: \$6,450
	Second Mortgage Loan Type: CNV
	Second Mortgage Deed Type: TR
	Mortgage Date: 03/2000
	Mortgage Due Date: 04/01/2030
	Mtg Sec Cat: FHA, Fixed
	Mortgage Interest Rate Type: Fixed

Owner: PHILLIP BROWN Mailing Address: 6106 HARRISBURG PL, STOCKTON, CA 95207- 4155 (SAN JOAQUIN COUNTY) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) Owner Relationship Type: Unmarried Man Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Owner Occupied Deed Sec Cat: Residential (Modeled) Residential Model Indicator: Based On Zip Code and Value Property is Residential	MortgageLender:SACRAMENTO SVGS BKMortgage Amount: \$79,000Mortgage Loan Type:ConventionalMortgage Deed Type:Deed of TrustMortgage Date:07/29/1993Mtg Sec Cat:CNV, Fixed, Refinance, ConformingRefi Flag:Loan to Value is More Than 50%Mortgage Loan Type:ConventionalMortgage Loan Type:ConventionalMortgage Date:03/27/1991Mtg Sec Cat:CNV, Adjustable, Refinance, ConformingMortgage Interest Rate Type:AdjustableRefi Flag:Loan to Value is More Than 50%
Property is Residential	Mortgage Date: 03/27/1991 Mtg Sec Cat: CNV, Adjustable, Refinance, Conforming Mortgage Interest Rate Type: Adjustable

# Record #3

11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY)Latest Tax Roll/Assessment Information Tax Year: 2016APN: 148-0090-048-0000Tax Amount: \$3,597.74APN Sequence Number: 001Assessed Year: 2017Date Subject First Seen as Owner: 02/01/2002Assessed Value: \$333,658Date Subject Last Seen as Owner: 02/01/2002Sale Date: 05/04/2010Subject Last Seen as Owner: 02/01/2002Sale Date: 05/04/2010	Purchase Date: N/A - Sold Date: 02/01/2002	
	COUNTY) APN: <b>148-0090-048-0000</b> APN Sequence Number: <b>001</b> Date Subject First Seen as Owner: <b>02/01/2002</b>	Tax Year: <b>2016</b> Tax Amount: <b>\$3,597.74</b> Assessed Year: <b>2017</b> Assessed Value: <b>\$333,658</b>

Book: 60721 Page: 2001 Total Value: \$333,658 Land Value: \$166,829 Improvement Value: \$166,829

Most Current Ownership Information - 05/04/2010

Owner: VALLORTIGARA FAMILY TRUST Mortgage	
Owner: JAY VALLORTIGARA No Mortgage	
Seller: BRIAN JUMAWAN	
Seller: SUSIE JUMAWAN	
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO	
COUNTY)	
Owner Ownership Rights: Personal Trust	
Business Name: VALLORTIGARA FAMILY TRUST	
Sale Date: 05/04/2010	
Sale Code: Unknown	
Sale Amount: \$557,168	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Resale, Reo Transfer, Cash Purchase, Residential	
(Modeled)	
Universal Land Use: Single Family Residence	
Property Indicator: Single Family Residence/Townhouse	
Resale New Construction: Resale	
Foreclosure: REO - Nominal, Transfer Between Bank and FNMA,	
FHA, Etc	
Residential Model Indicator: Based On Zip Code and Value	
Property is Residential	

#### **Previous Ownership Information**

<u>Mortgage</u>
Mortgage Amount: \$519,110
Mortgage Loan Type: Private Party Lender
Mortgage Date: 07/14/2006
Mortgage
Lender: ENOCH ENTS INCMortgage Amount: \$519,110
Mortgage Loan Type: Conventional
Mortgage Date: 07/14/2006
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#### Previous Ownership Information - 06/13/2006

Owner: VALLORTIGARA FAMILY TRUST Owner: JAY VALLORTIGARA Owner: KENNETH YOSHIMURA Owner: FAY M GAIER Seller: GUEST HOME CARLENS-COUNTRY 11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) Owner Ownership Rights: Personal Trust Business Name: VALLORTIGARA FAMILY TRUST Sale Date: 06/13/2006	Mortgage Information not available
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Sale Code: Full Value Sale Amount: \$1,065,000 Absentee Indicator: Situs From Sale (Absentee) Universal Land Use: Single Family Residence Property Indicator: Single Family Residence Residential Model Indicator: Property is Not Residential	
Residential Model Indicator: Property is Not Residential	

Previous Ownership Information - 06/13/2006

Owner: VALLORTIGARA VALLORTIGARA       Mo         Mailing Address: 4229 FOREST GLEN PL, CASTRO VALLEY, CA       94546-3500 (ALAMEDA COUNTY)         Seller: GUEST HOME CARLENS-COUNTRY       11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY)         Owner Ownership Rights: Trust       Business Name: VALLORTIGARA VALLORTIGARA         Sale Date: 06/13/2006       Sale Code: Full Value         Sale Amount: \$1,065,000       Absentee Indicator: Absentee(Mail And Situs Not =)         Universal Land Use: Single Family Residence       Property Indicator: Single Family Residence         Residential Model Indicator: Property is Not Residential       Mo	fortgage Information not available
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Previous Ownership Information - 06/13/2006

Owner: BRIAN JUMAWAN	Mortgage Information not available
Owner: SUSIE JUMAWAN	
Mailing Address: 11098 TWIN CITIES RD, GALT, CA 95632-8404	
(SACRAMENTO COUNTY)	
Seller: GUEST HOME CARLENS-COUNTRY	
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO	
COUNTY)	
Owner Ownership Rights: Joint Tenant	
Owner Relationship Type: Husband And Wife	
Sale Date: 06/13/2006	
Sale Code: Full Value	
Sale Amount: <b>\$1,065,000</b>	
Absentee Indicator: Owner Occupied	
Universal Land Use: Single Family Residence	
Property Indicator: Single Family Residence	
Residential Model Indicator: Property is Not Residential	

Previous Ownership Information - 06/13/2006

Owner: BRIAN JUMAWAN	Mortgage
Owner: SUSIE JUMAWAN	Lender: VALLORTIGARA FAMILY TRUST *OTHER
Owner: JOSEFA T CANLAS	INSTITUTIONAL LENDERSMortgage Amount: \$519,110
Mailing Address: 7678 POLO CROSSE AVE, SACRAMENTO, CA	Mortgage Loan Type: Private Party Lender
95829-6556 (SACRAMENTO COUNTY)	Mortgage Deed Type: Deed of Trust
Seller: GUEST HOME CARLENS COUNTRY	Second Mortgage Amount: \$545,890
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO	Second Mortgage Loan Type: PP
COUNTY)	Second Mortgage Deed Type: TR
Owner Ownership Rights: Joint Tenants	Mortgage Date: 07/14/2006
Owner Relationship Type: Husband/Wife	Private Party Lender: Y
Sale Date: 06/13/2006	Mtg Sec Cat: Private Party, Fixed

Sale Code: Sale Price (Full) Sale Amount: \$1,065,000 Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Resale, Mortgaged Purchase Universal Land Use: Convalescent Hospital Property Indicator: Hospital (Medical Complex, Clinic) Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	ction
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#### Previous Ownership Information - 06/13/2006

Owner: VALLORTIGARA	Mortgage Information not available
Owner: JAY VALLORTIGARA	
Mailing Address: 4229 FOREST GLEN PL, CASTRO VALLEY, CA	
94546-3500 (ALAMEDA COUNTY)	
Seller: GUEST HOME CARLENS COUNTRY	
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO	
COUNTY)	
Owner Ownership Rights: Trust	
Sale Date: 06/13/2006	
Sale Code: Full Value	
Sale Amount: \$1,065,000	
Absentee Indicator: Absentee(Mail And Situs Not =)	
Universal Land Use: Convalescent Hospital	
Property Indicator: Hospital	
Residential Model Indicator: Property is Not Residential	

#### Previous Ownership Information - 11/18/2005

Owner: CARLENS CNTY GUEST HM & ROSEN	Mortgage
Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556	Lender: VALLORTIGARA FAMILY TRUST PRIVATE
(ALAMEDA COUNTY)	INDIVIDUALMortgage Amount: \$365,000
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO	Mortgage Loan Type: Private Party Lender
COUNTY)	Mortgage Deed Type: Deed of Trust
Owner Ownership Rights: Company/Corporation	Mortgage Date: 11/18/2005
Business Name: CARLENS CNTY GUEST HM & ROSEN	Private Party Lender: Y
Sale Date: 11/18/2005	Mtg Sec Cat: Private Party, Fixed, Refinance
Absentee Indicator: Situs Address Taken From Sales Transaction	Mortgage Interest Rate Type: Fixed
- Determined Absentee Owner	Refi Flag: Loan to Value is More Than 50%
Universal Land Use: Convalescent Hospital	
Property Indicator: Hospital (Medical Complex, Clinic)	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	

#### Previous Ownership Information - 02/01/2002

Owner: CARLENS COUNTRY GUEST HOME	Mortgage
Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556	Lender: CARLEN & CONNER'S INC *OTHER INSTITUTIONAL
(ALAMEDA COUNTY)	LENDERSMortgage Amount: \$13,500
Seller: CARLEN & CONNERS INC	Mortgage Loan Type: Private Party Lender
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO	Mortgage Deed Type: Deed of Trust
COUNTY)	Mortgage Term: 15 Years
Owner Ownership Rights: Company/Corporation	Second Mortgage Amount: \$20,000
Business Name: CARLENS COUNTRY GUEST HOME	Second Mortgage Loan Type: PP
Business Name: CARLENS COUNTRY GUEST HOME	Second Mortgage Loan Type: <b>PP</b>
Sale Date: 02/01/2002	Second Mortgage Deed Type: <b>TR</b>

Sale Code: Sale Price (Full) Sale Amount: \$360,000 Absentee Indicator: Situs Address Taken From Sales Transaction - Determined Absentee Owner Deed Sec Cat: Resale, Mortgaged Purchase Universal Land Use: Convalescent Hospital Property Indicator: Hospital (Medical Complex, Clinic) Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Mortgage Date: 02/01/2002 Mortgage Due Date: 02/01/2017 Private Party Lender: Y Mtg Sec Cat: Private Party, Fixed Mortgage Interest Rate Type: Fixed
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Previous Ownership Information - 02/01/2002

Owner: DENISE REBER	Mortgage
Mailing Address: 689 4TH ST, OAKLAND, CA 94607-3556	No Mortgage
(ALAMEDA COUNTY)	
Seller: ARDIE W KENDRICK	
11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO	
COUNTY)	
Owner Ownership Rights: Separate Property	
Owner Relationship Type: Married Woman	
Sale Date: 02/01/2002	
Sale Code: Unknown	
Absentee Indicator: Situs Address Taken From Sales Transaction	
- Determined Absentee Owner	
Deed Sec Cat: Interfamily Transfer, Resale, Cash Purchase	
Universal Land Use: Convalescent Hospital	
Property Indicator: Hospital (Medical Complex, Clinic)	
Inter Family: Yes	
Resale New Construction: Resale	
Residential Model Indicator: Based On Zip Code and Value	
Property is Not Residential	
	1

## **ALAMEDA COUNTY RECORDER INDEXES:**

A search of Alameda County Recorder's indexes, identified five recordings under Ardie Kendrick, between 1997-2008:

<b>County Home Page County Clerk - Recorder</b>						
Official Public Records						
Search Resul	ts	<u>Menu</u> • <u>New Sea</u>	<u>rch</u> · <u>Forms</u> · <u>Pr</u>	efs · <u>Help</u>		
Criteria: Name or Associated Name Begins with KENDRICK, ARDIE Search Results - 5 matches Displaying Records 1 to 5						
Instrument Number	Date Filed	Document Type	Name (+) = More Names	Associated Name (+) = More Names	Book-Page	Index Status
2004481385	10/27/2004	ABSTRACT OF JUDGMENT NO FEE	KENDRICK ARDIE	COUNTY ALAMEDA DISTRICT ATTORNEY		Perm
2003218990	04/15/2003	ABSTRACT OF JUDGMENT NO FEE	KENDRICK ARDIE W	COUNTY TUOLUMNE DIST ATTY		Perm
2008061297	02/20/2008	SUBSTITUTION OF PAYEE (NO FEE)	KENDRICK ARDIE W (+)	COUNTY ALAMEDA DISTRICT ATTORNEY		Perm
<u>97273547</u>	10/17/1997	JUDGMENT	KENDRICK ARDIE WAYNE	COUNTY TUOLUMNE DIST ATTY		Perm
99220962	06/14/1999	JUDGMENT	KENDRICK ARDIE WAYNE	COUNTY TUOLUMNE DIST ATTY		Perm

## **SAN JOAQUIN COUNTY RECORDER INDEXES:**

A search of San Joaquin County Recorder's indexes, identified 12 recordings under Ardie Kendrick, Ardie W Kendrick and Ardie Wayne Kendrick, between 2005-2016:

Record #1:

Document Type         Fictitious Business Name         Filing Information         Filing Number:       Filing Date:         2016-022026       02/26/2016         Filing Type:       Number Pages:         Refile - Change(s)       1         Expires:       02/26/2021         Business(es)       1         HANDYPLUS       Used to the second to the seco
Filing Information         Filing Number:       Filing Date:         2016-022026       02/26/2016         Filing Type:       Number Pages:         Refile - Change(s)       1         Expires:       02/26/2021         02/26/2021       Susiness(es)         Business Name(s)       Susiness Name(s)
Filing Number: 2016-022026Filing Date: 02/26/2016Filing Type: Refile - Change(s)Number Pages: 1Expires: 02/26/20211Business(es)Same(s)
2016-022026       02/26/2016         Filing Type:       Number Pages:         Refile - Change(s)       1         Expires:       02/26/2021         Business(es)
Refile - Change(s) 1   Expires: 02/26/2021   Business(es)
02/26/2021 Business(es) Business Name(s)
Business Name(s)
Business Name(s)
HANDYPLUS
Registrant(s)
Last / Firm Name First Name Middle Name
KENDRICK ARDIE W
Business Details
Business Conducted By: Individual
Related Documents - 2 Total Results
Proof Of Publication 04/04/2016 2016-037750 ¥
Proof Of Publication 09/02/2011 2011-106720 ¥

# Record #2:

Recording Date: 06/13/2012 08:27:20 AM		Number Pages: 2
<b>ax Amount:</b> 60.00		
a	6/13/2012 08:27:20 AM IX Amount:	5/13/2012 08:27:20 AM I <b>x Amount:</b> 0.00

Record #3:

Document Type			
Fictitious Business Name			
Filing Information			
Filing Number: 2011-070556		Filing Date: 06/13/2011	
Number Pages: 1		Expires: 06/13/2016	
Business(es)			
Business Name(s)			
HANDYPLUS			
KENDRICK ARDIE W			
KENDRICK DENISE L			
JEAN DAYNA L			
Registrant(s)			
Last / Firm Name	First Name	Middle Name	
Related Documents - 1 Total Results			
Proof Of Publication	09/02/2011	2011-106720	~

# Record #4:

## Document Type

#### Release-State

#### General Data

Rec #: 2010-149309

Recording Date: 11/17/2010 11:11:05 AM Number Pages: 1

Recording Fee: \$13.00 Tax Amount: \$0.00

### Names

Grantor: CALIFORNIA ST FRANCHISE TAX Grantee: KENDRICK ARDIE

REBER DENISE

### Record #5:

### **Document Type** Lien/Judgment-Federal General Data Number Pages: Rec #: Recording Date: 06/07/2010 09:24:14 AM 2010-075035 1 **Recording Fee:** Tax Amount: \$13.00 \$0.00 Names Grantor: Grantee:

KENDRICK ARDIE

Grantee: USA INTERNAL REV

REBER DENISE

# Record #6:

Document Type				
Support Payment - Amend				
General Data				
Rec #: 2008-022617	Recording Date: 02/08/2008 09:36:33 AM	Number Pages: 2		
Recording Fee: \$0.00				
Names				
Grantor: KENDRICK ARDI	EW	Grantee: ALAMEDA COU		
TUOLUMNE COU	I	CALIFORNIA ST		

Record #7:

Document Type		
Lien/Judgment-State		
General Data		
Rec #: 2008-020923	Recording Date: 02/06/2008 09:43:40 AM	Number Pages: 1
Recording Fee: \$0.00	Tax Amount: \$0.00	
Names		
Grantor: KENDRICK ARDIE REBER DENISE	Grantee: CALIFORNIA ST F	RANCHISE TAX

# Record #8:

Document Type		
Lien/Judgment-County		
General Data		
Rec #: 2006-180263	Recording Date: 08/23/2006 12:08:00 PM	Number Pages: 2
Recording Fee: \$0.00	Tax Amount: \$0.00	
Names		
Names		
Grantor: KENDRICK ARDIE WAYNE		Grantee: TUOLUMNE COU

# Record #9:

# Document Type

#### Lien/Judgment-County

#### General Data

Rec #: 2006-180253 Recording Date: 08/23/2006 12:08:00 PM Number Pages: 2

Recording Fee: \$0.00 Tax Amount: \$0.00

#### Names

Grantor: KENDRICK ARDIE WAYNE Grantee: TUOLUMNE COU

# Record #10:

Document Type				
Lien/Judgment-County				
Occurred Data				
General Data				
Rec #: 2006-180252	Recording Date: 08/23/2006 12:08:00 PM	Number Pages: 2		
Recording Fee: \$0.00	Tax Amount: \$0.00			
Names				
Grantor: KENDRICK ARDIE W		Grantee: TUOLUMNE COU		

## Record #11:

# Document Type

#### Deed

#### General Data

Rec #: 2006-150630 Recording Date: 07/13/2006 08:50:00 AM Number Pages: 2

#### Recording Fee: \$10.00

# Grantor: Grantee: KENDRICK ARDIE W REBER DENISE CARLENS COUNTRY GUEST HOME & ROSENS INC

Parcel: 072-170-30

## Record #12:

Document Type		
Deed		
Occurred Date		
General Data		
Rec #: 2005-306095	Recording Date: 12/08/2005 07:48:00 AM	Number Pages: 3
Recording Fee: \$13.00		
Names		
Grantor: KENDRICK ARDIE	Grantee: REBER [	DENISE L
Grantor:		

# **DMV RECORDS:**

A search of California Department of Motor Vehicle driving records identified a current California license for Ardie Wayne Kendrick, issued 03/19/2015, expiration – 04/18/2020. No violations were noted (Record #1A). Databases identified a CA driver's license for Ardie W. Kendrick at 9812 Hickock Drive, Stockton, CA with reported date of 11/1/2017 (Record #1B).

An inquiry of California DMV vehicle registration records keyed to the subject address identified no vehicle registered to Ardie Kendrick at 315 Hanover Avenue, Oakland, CA (Record #2). An inquiry keyed to 9812 Hickock Drive, Stockton, CA identified a 2017 Ford, license 67465W1, registered to Ardie Kendrick and a 2003 Ford, license 7V48443, registered to Ardie and Denise Kendrick (Record #3).

#### Record #1A

SEQ: 6306324 REF:

REC DATE: 04/30/2018 2971680 - SC AGENT: THERESA WO \_\_\_\_\_\_ OVER NIGHT DRIVER RECORD FOR THE STATE OF CA \_\_\_\_\_ LIC: A0105545 BD:04/18/52 AGE:66 SEX:M HT:601 WT:180 EYES:HAZEL HAIR:BROWN CLASS: C&M1 ISS:03/19/15 EXP:04/18/20 KENDRICK, ARDIE WAYNE REST:01 APPROXIMATE YEAR OF ISSUE: 68 \_\_\_\_\_ VIOL/DT CONV/DT SECTION VIOL DCKT/CIT/FR RPT-LOCN VEH LIC NONE TO REPORT \_\_\_\_\_ REST 01- MUST WEAR CORRECTIVE LENSES WHEN DRIVING. \_\_\_\_\_ DEPT ACT: ORD/MD EFF/DT SECTION THRU REASON NONE TO REPORT 

#### Record #1B

ARDIE W KENDRICK 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) DL#: A0105545 DL State: CA Reported Date: 11/01/2017 Date of Birth: 04/XX/1952, Born 66 years ago

#### Record #2

# KENDRICK ARDIE; A315; COAKLAND

NO RECORD FOR CRITERIA GIVEN ANI END

#### KENDRICK ARDIE; A981; CSTOCKTON

MATCHED ON: \*L/N\*F/N\* C\* A NAME:KENDRICK ARDIE W ADD:981 CTY:STOCKTON VR#:67465W1 FC:U YR:17 MK:FORD VR#:7V48443 FC:C YR:03 MK:FORD ANI END

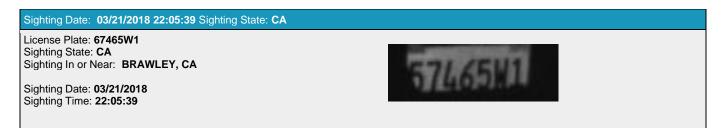
.

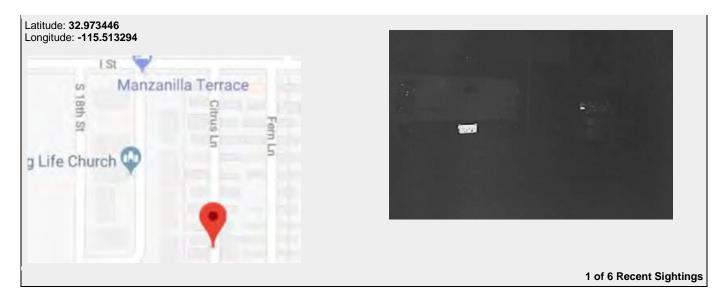
#### **VEHICLE SIGHTINGS**:

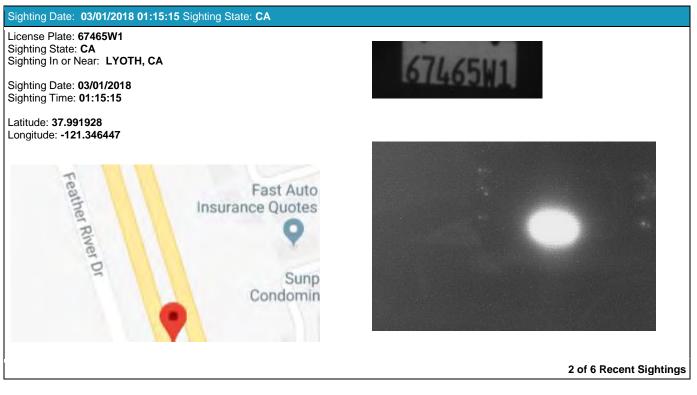
A nationwide search of the license plates keyed to abovementioned license plate numbers identified 53 sightings of license plates 67465W1 and 7V48443 between May 5, 2010 and March 21, 2018. One sighting was in Brawley, CA on March 21, 2018 (Record #1), 18 sightings were in Stockton, CA between November 4, 2010 and March 1, 2018 (Records #2, 3, 9, 15, 18A-B, 20, 22, 25, 29, 30, 37A-B, 39, 45-47, 49-51), and the remaining 34 sightings were in the immediate vicinity of 9812 Hickock Drive, Stockton, CA between May 5, 2010 and March 1, 2018.

No sightings were found in Oakland, CA.

Record #1

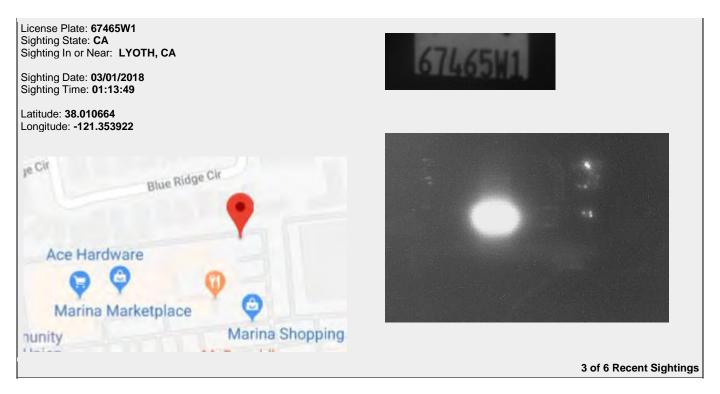




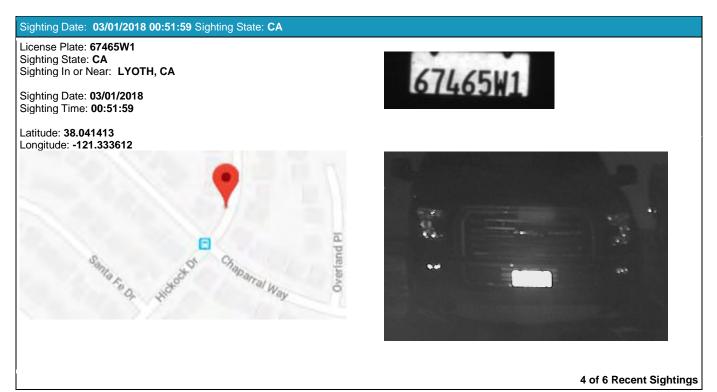


# Record #3

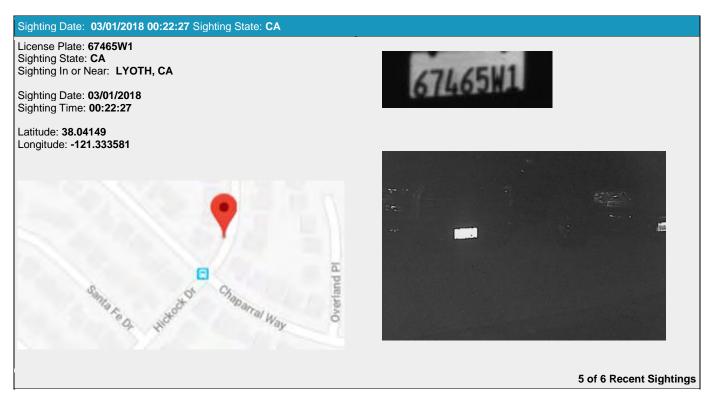
Sighting Date: 03/01/2018 01:13:49 Sighting State: CA



## Record #4a



## Record #4B

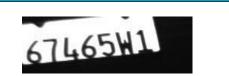


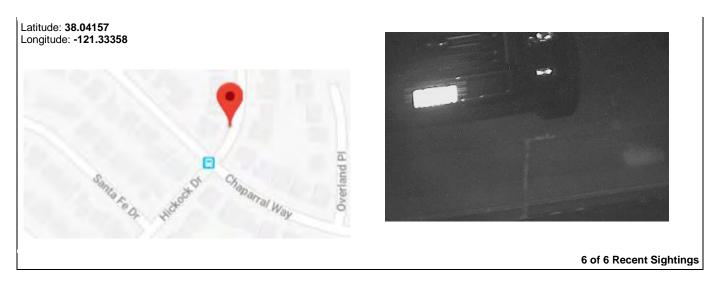
#### Record #4C

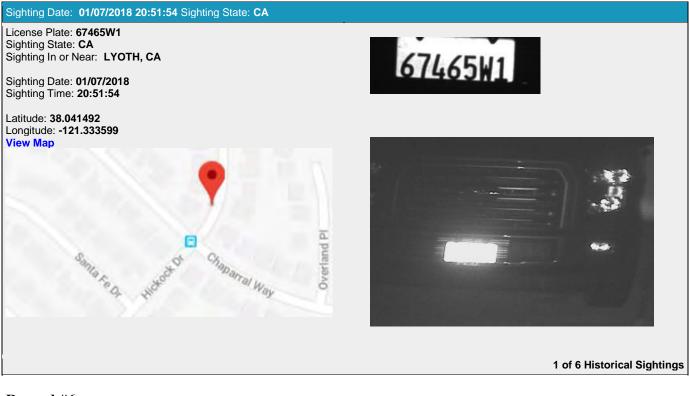
#### Sighting Date: 03/01/2018 00:22:02 Sighting State: CA

License Plate: **67465W1** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **03/01/2018** Sighting Time: **00:22:02** 







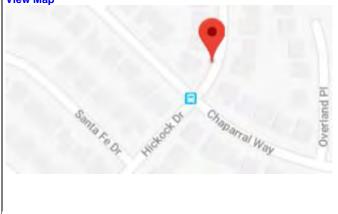
# Record #6

Sighting Date: 12/11/2017 21:15:31 Sighting State: CA

License Plate: **67465W1** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **12/11/2017** Sighting Time: **21:15:31** 

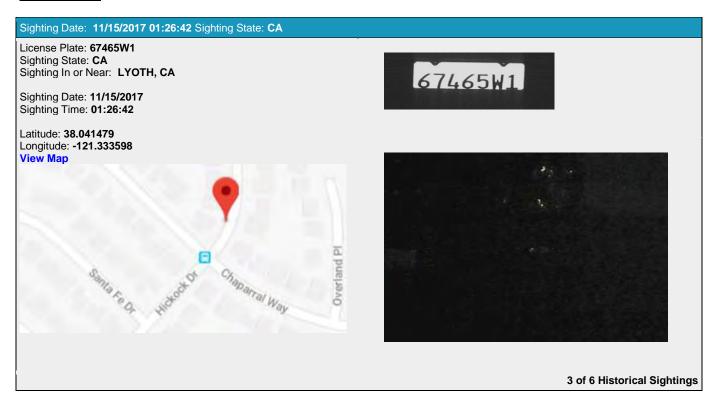
Latitude: **38.041386** Longitude: **-121.333636** View Map



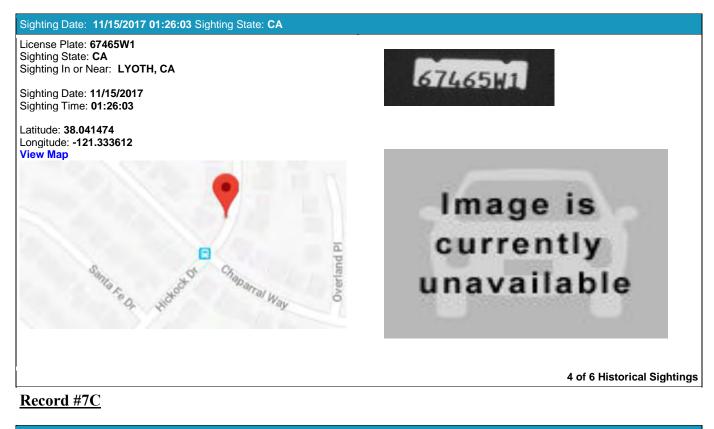


2 of 6 Historical Sightings

# Record #7A



## Record #7B



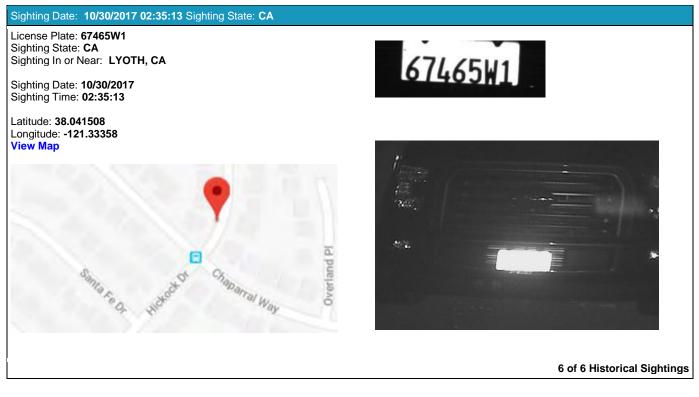
#### Sighting Date: 11/15/2017 01:26:02 Sighting State: CA

License Plate: 67465W1 Sighting State: CA Sighting In or Near: LYOTH, CA

Sighting Date: **11/15/2017** Sighting Time: **01:26:02** 

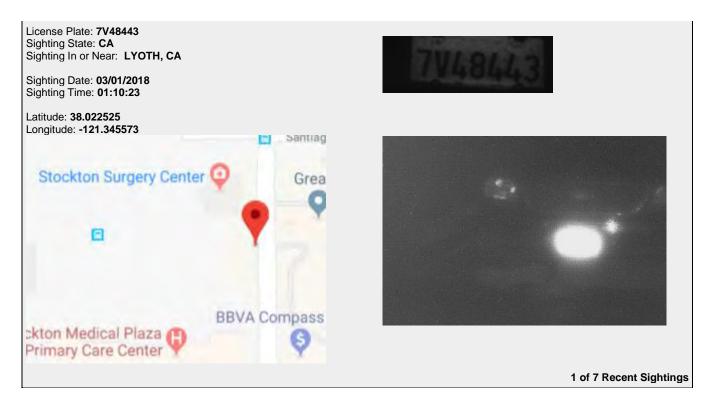




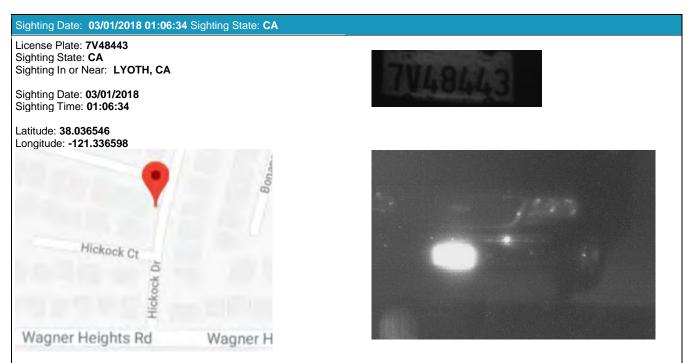


# Record #9

Sighting Date: 03/01/2018 01:10:23 Sighting State: CA



# Record #10A



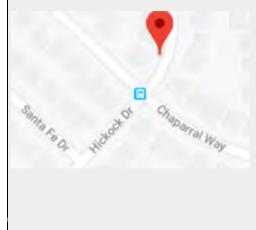
#### Record #10B

#### Sighting Date: 03/01/2018 00:49:11 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **03/01/2018** Sighting Time: **00:49:11** 

Latitude: **38.041426** Longitude: **-121.333633** 





3 of 7 Recent Sightings

Record #10C

#### Sighting Date: 03/01/2018 00:49:01 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **03/01/2018** Sighting Time: **00:49:01** 





# Record #10D

Sighting Date: 03/01/2018 00:22:25 Sighting State: CA	
License Plate: <b>7V48443</b> Sighting State: <b>CA</b> Sighting In or Near: <b>LYOTH, CA</b> Sighting Date: <b>03/01/2018</b> Sighting Time: <b>00:22:25</b>	748443
Latitude: <b>38.041459</b> Longitude: <b>-121.333597</b>	
Sanna Fe D. Hiddodt Chaparral Way	ETTE
	5 of 7 Recent Sightings

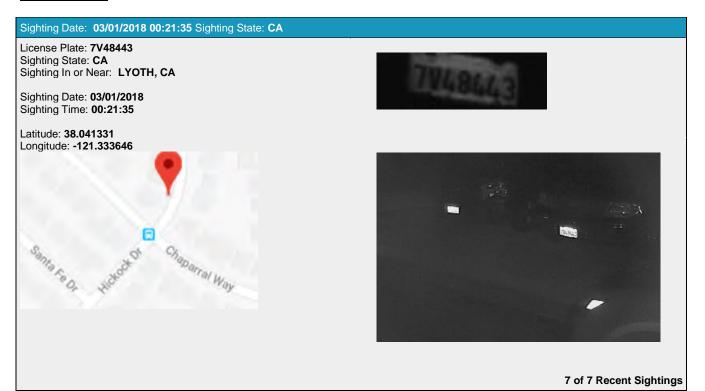
# Record #10E

Sighting Date: 03/01/2018 00:22:02 Sighting State: CA

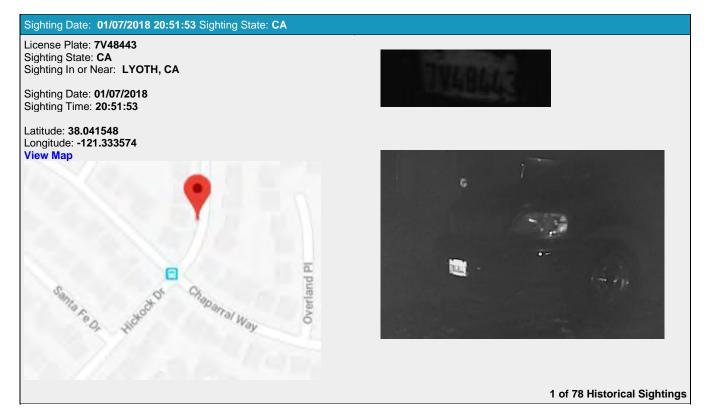


6 of 7 Recent Sightings

# Record #10F



# Record #11A



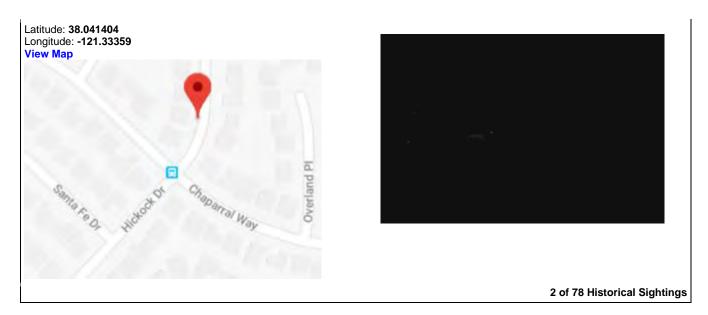
# Record #11B

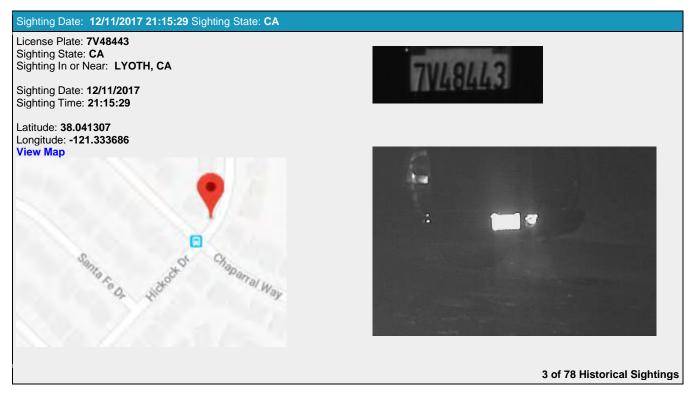
#### Sighting Date: 01/07/2018 20:51:20 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **01/07/2018** Sighting Time: **20:51:20** 

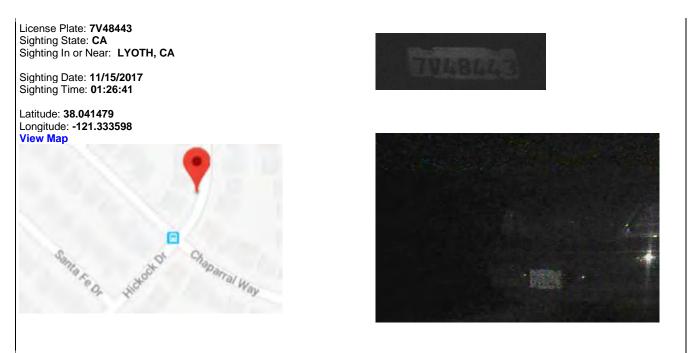






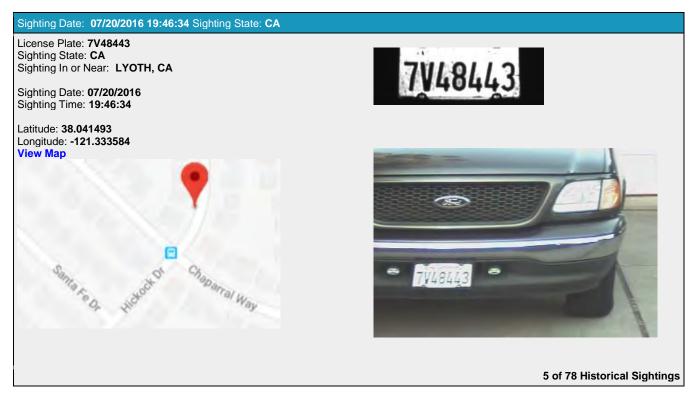
# Record #13

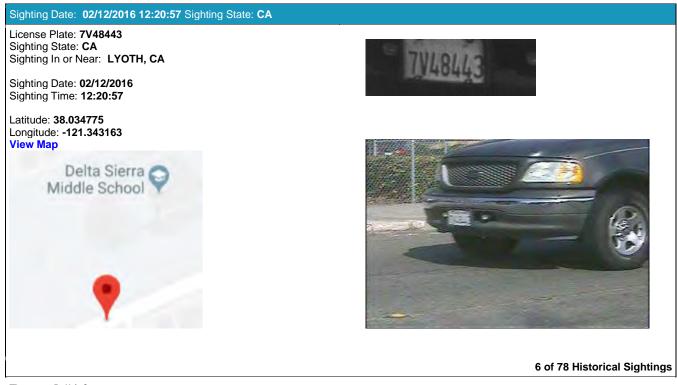
Sighting Date: 11/15/2017 01:26:41 Sighting State: CA



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## Record #14





**Record #16** 

#### Sighting Date: 11/19/2015 07:39:46 Sighting State: CA

License Plate: 7V48443 Sighting State: CA Sighting In or Near: LYOTH, CA

Sighting Date: **11/19/2015** Sighting Time: **07:39:46** 

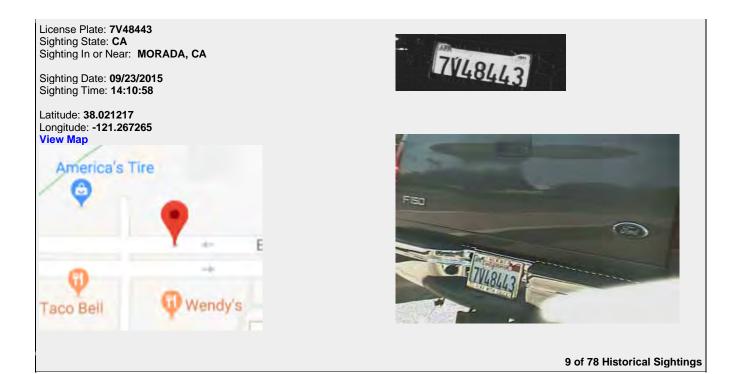




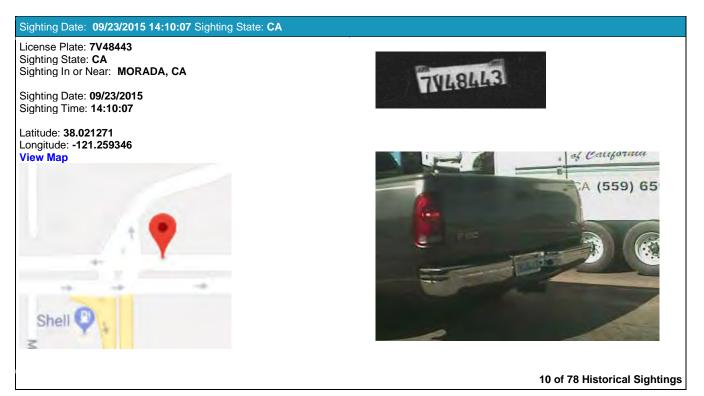
Sighting Date: 09/24/2015 03:13:10 Sighting State: CA	
License Plate: <b>7V48443</b> Sighting State: <b>CA</b> Sighting In or Near: <b>LYOTH, CA</b> Sighting Date: <b>09/24/2015</b> Sighting Time: <b>03:13:10</b>	TUMBLET
Latitude: <b>38.041386</b> Longitude: <b>-121.333626</b> <mark>View Map</mark>	
•	
Sania Fe Q. Hiddot Of Chaparral Way	
	8 of 78 Historical Sightings

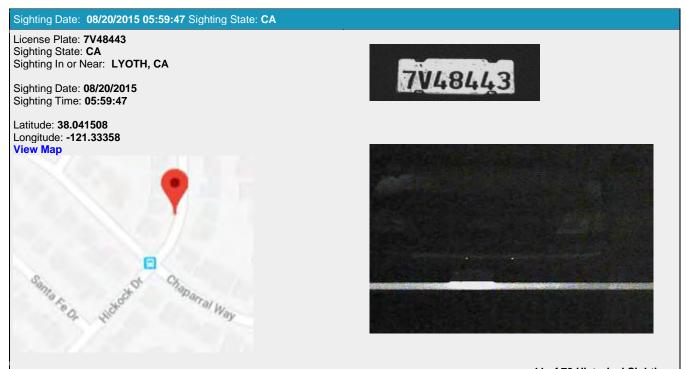
# Record #18A

Sighting Date: 09/23/2015 14:10:58 Sighting State: CA



#### Record #18B





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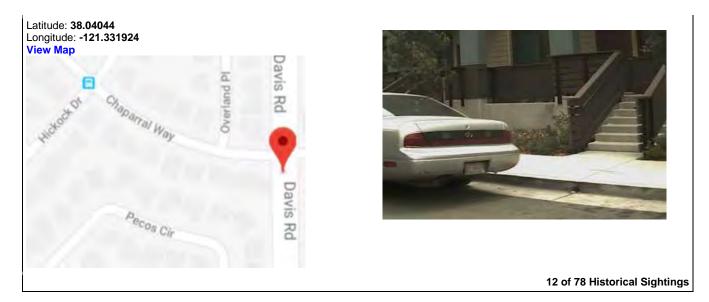
#### Record #20

#### Sighting Date: 07/22/2015 10:17:22 Sighting State: CA

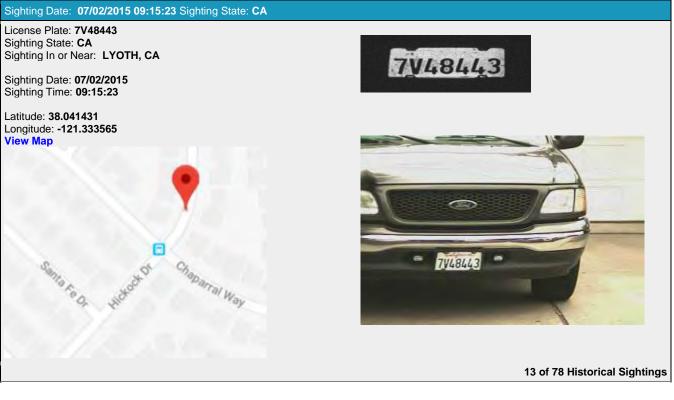
License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **07/22/2015** Sighting Time: **10:17:22** 



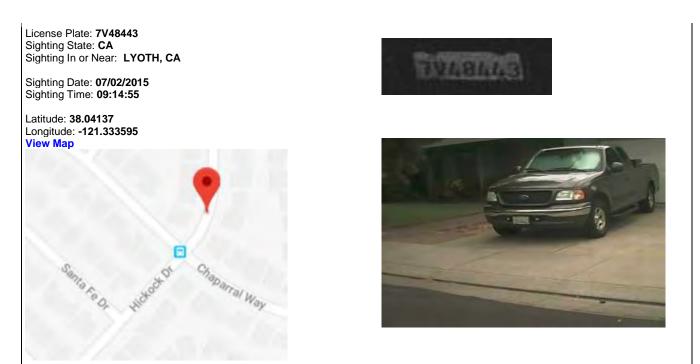


# Record #21A



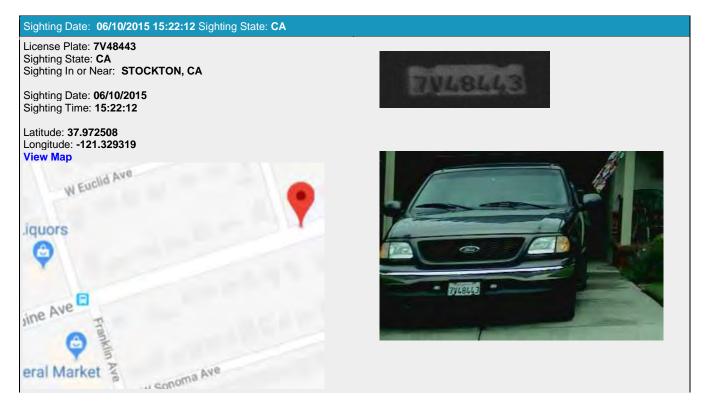
# Record #21B

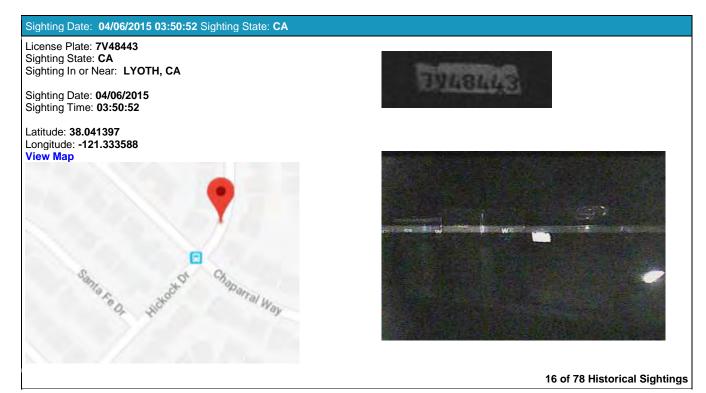
Sighting Date: 07/02/2015 09:14:55 Sighting State: CA



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# Record #22





Record #24

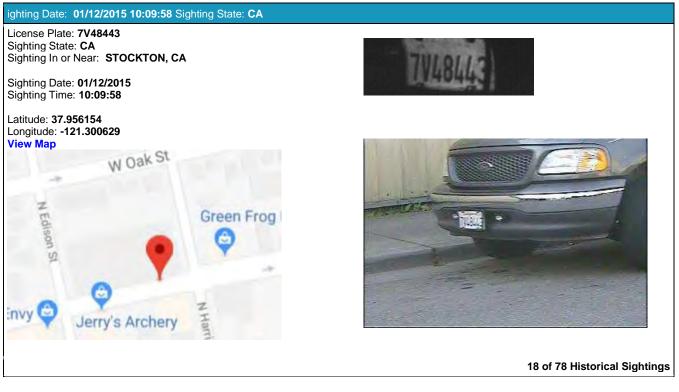
#### Sighting Date: 02/22/2015 05:26:15 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **02/22/2015** Sighting Time: **05:26:15** 

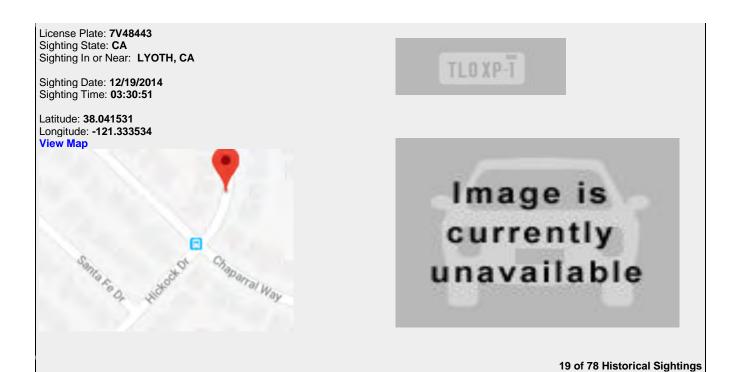




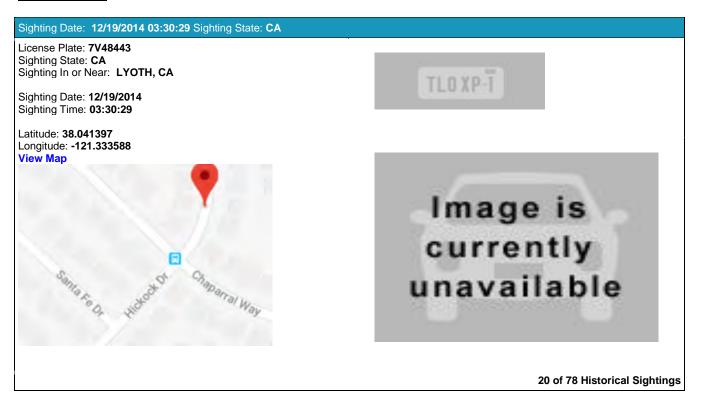


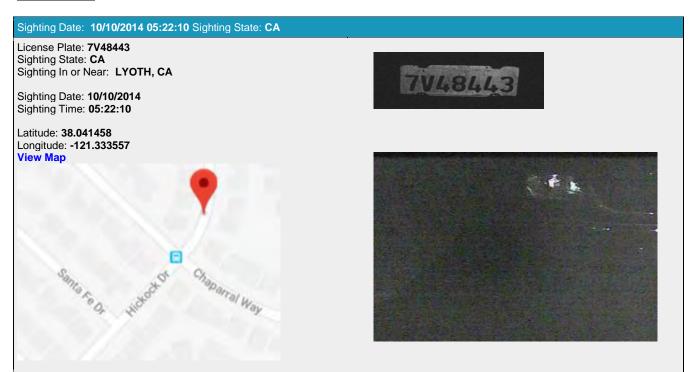
# Record #26A

Sighting Date: 12/19/2014 03:30:51 Sighting State: CA



#### Record #26B





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#### Record #28A

#### Sighting Date: 09/18/2014 04:40:49 Sighting State: CA

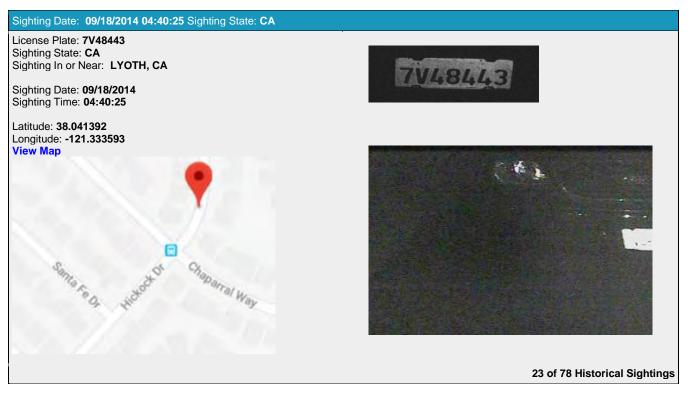
License Plate: 7V48443 Sighting State: CA Sighting In or Near: LYOTH, CA

Sighting Date: **09/18/2014** Sighting Time: **04:40:49** 



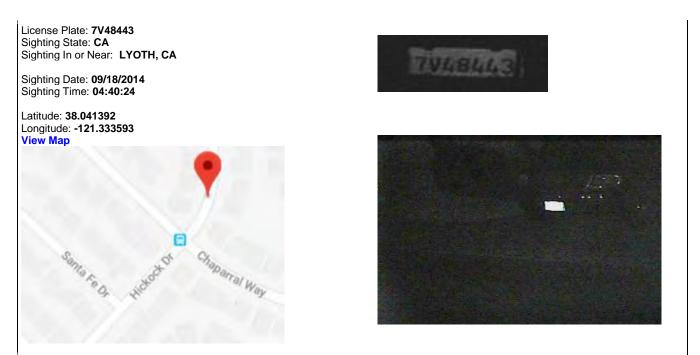
<image>

Record #28B



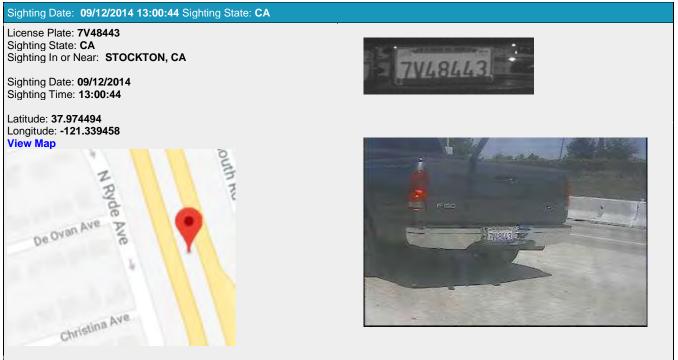
# Record #28C

Sighting Date: 09/18/2014 04:40:24 Sighting State: CA



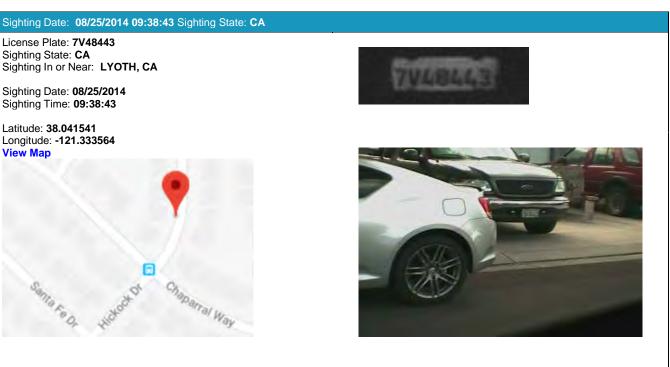
24 of 78 Historical Sightings

## Record #29



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# Record #30A



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## Record #30B

#### Sighting Date: 08/25/2014 09:38:17 Sighting State: CA

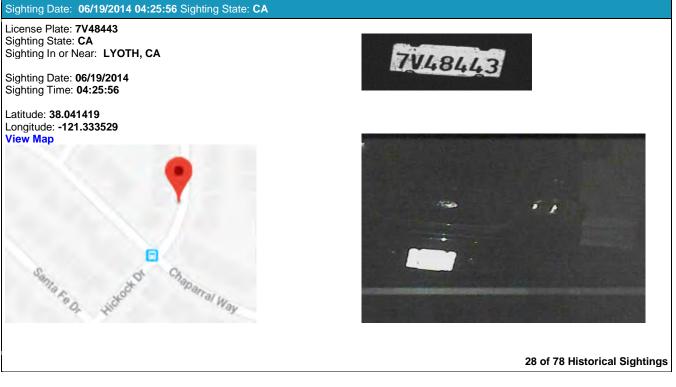
License Plate: 7V48443 Sighting State: CA Sighting In or Near: LYOTH, CA

Sighting Date: **08/25/2014** Sighting Time: **09:38:17** 



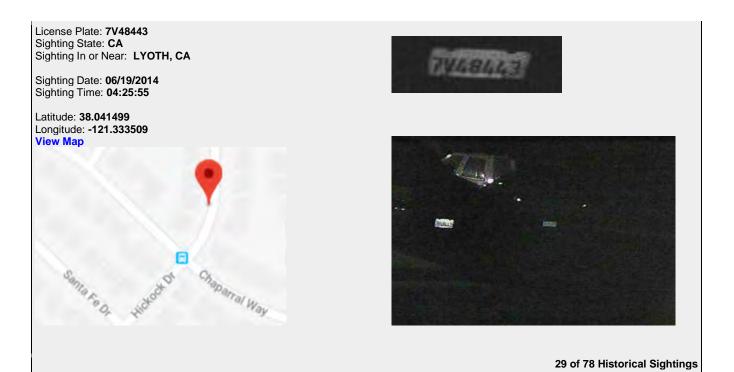


Record #31A

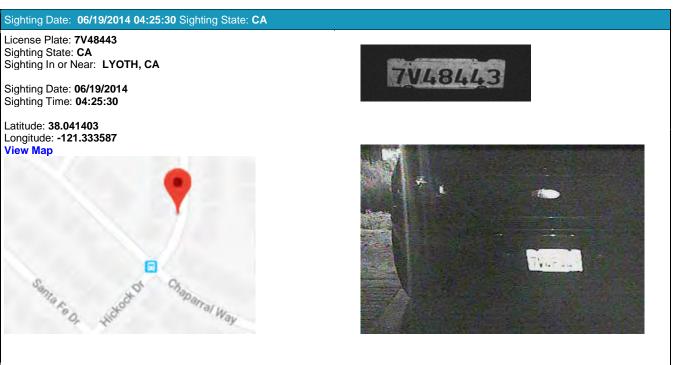


Record #31B

Sighting Date: 06/19/2014 04:25:55 Sighting State: CA

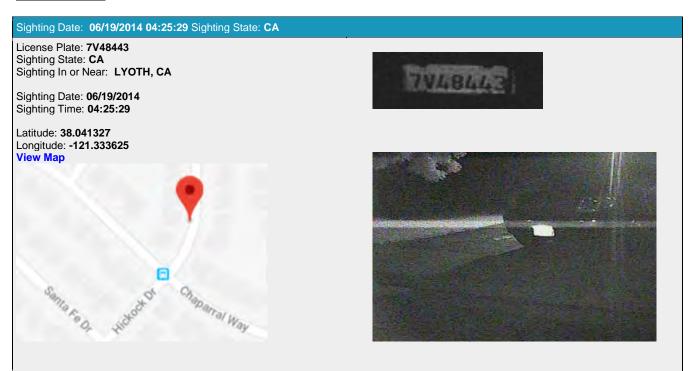


Record #31C



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## Record #31D



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#### Record #32A

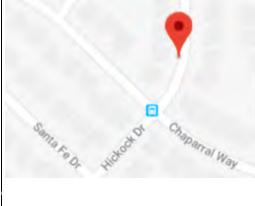
#### Sighting Date: 04/28/2014 04:58:46 Sighting State: CA

License Plate: 7V48443 Sighting State: CA Sighting In or Near: LYOTH, CA

Sighting Date: **04/28/2014** Sighting Time: **04:58:46** 



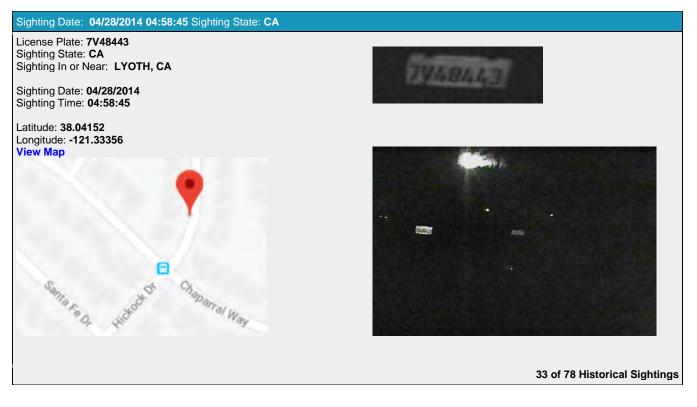
Latitude: **38.04152** Longitude: **-121.33356** View Map





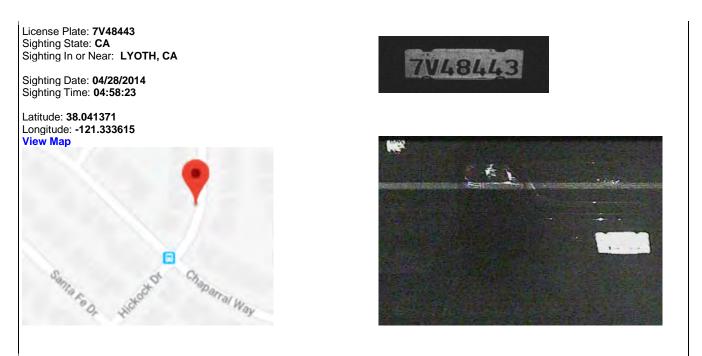
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Record #32B



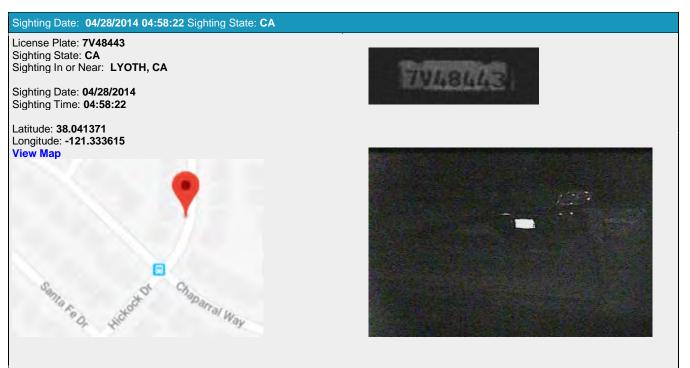
# Record #32C

Sighting Date: 04/28/2014 04:58:23 Sighting State: CA



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# Record #32D



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# Record #33



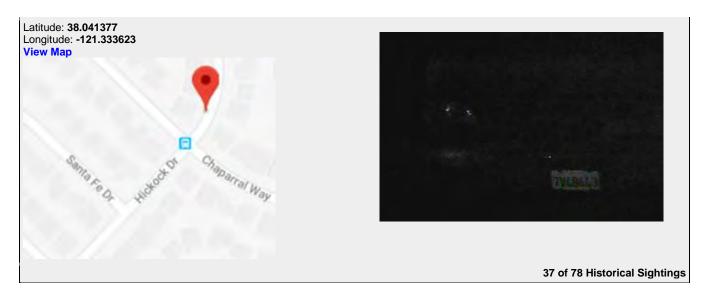
# Record #34A

## Sighting Date: 03/24/2014 06:34:08 Sighting State: CA

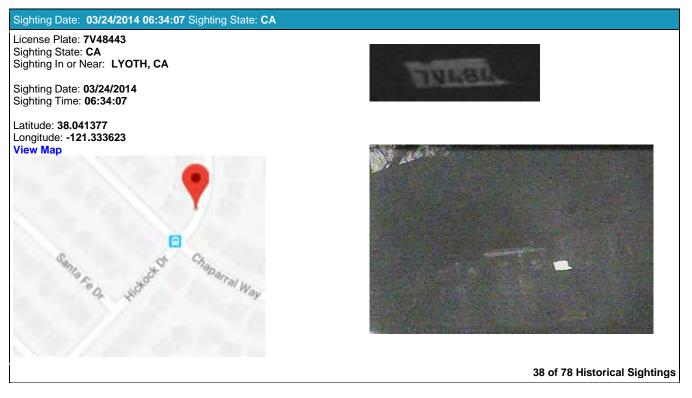
License Plate: 7V48443 Sighting State: CA Sighting In or Near: LYOTH, CA

Sighting Date: **03/24/2014** Sighting Time: **06:34:08** 



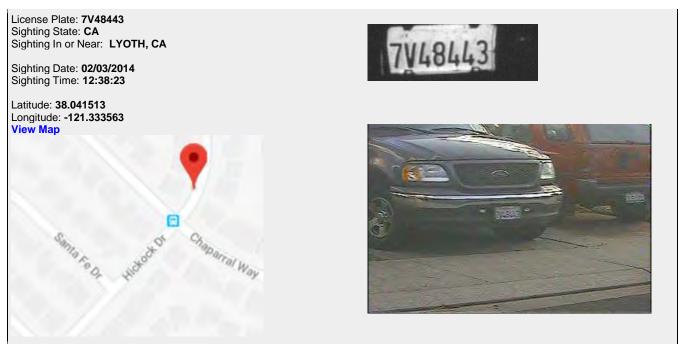


Record #34B



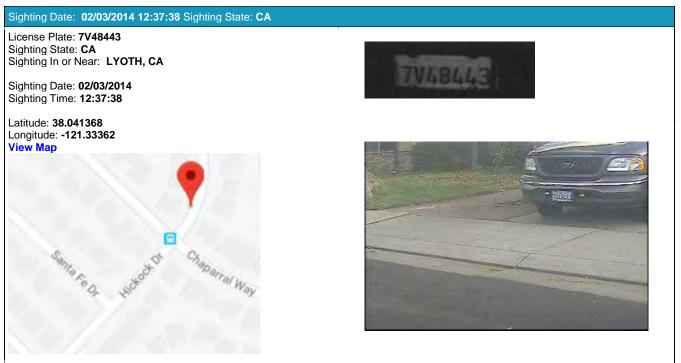
# Record #35A

Sighting Date: 02/03/2014 12:38:23 Sighting State: CA



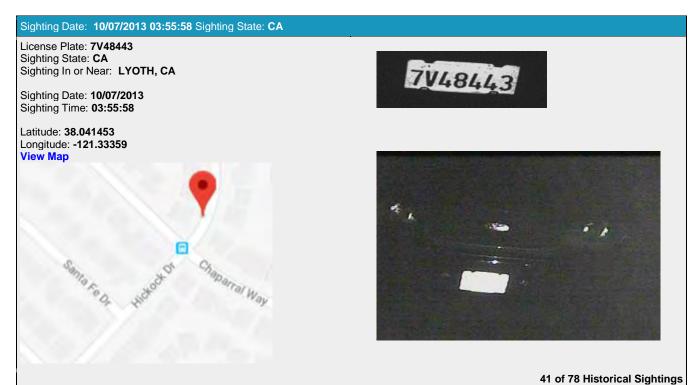
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# Record #35B



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# Record #36A



# Record #36B

## Sighting Date: 10/07/2013 03:55:57 Sighting State: CA

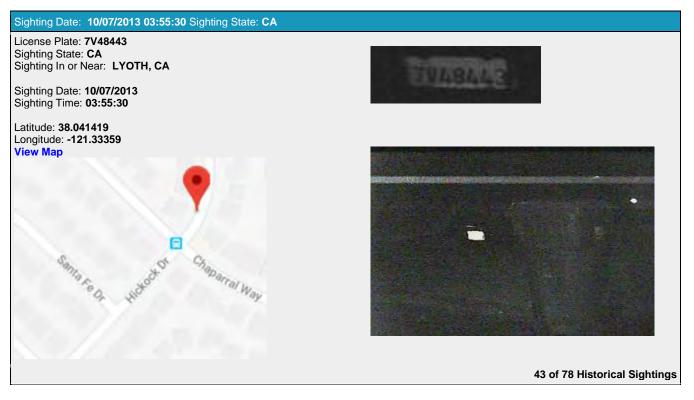
License Plate: 7V48443 Sighting State: CA Sighting In or Near: LYOTH, CA

Sighting Date: **10/07/2013** Sighting Time: **03:55:57** 



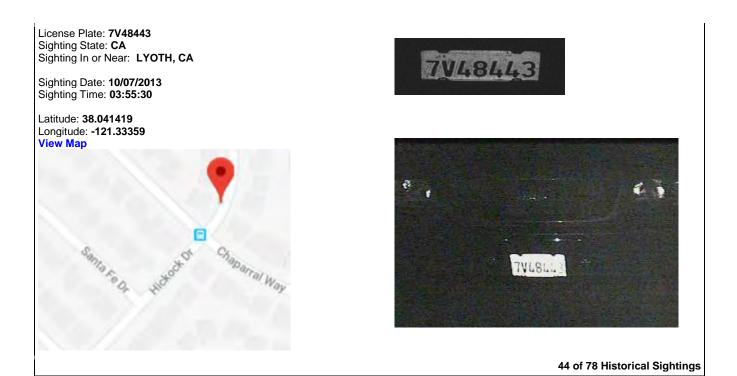


Record #36C

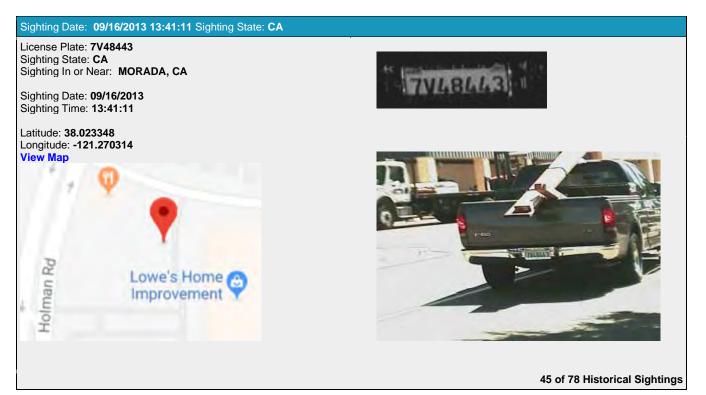


# Record #36D

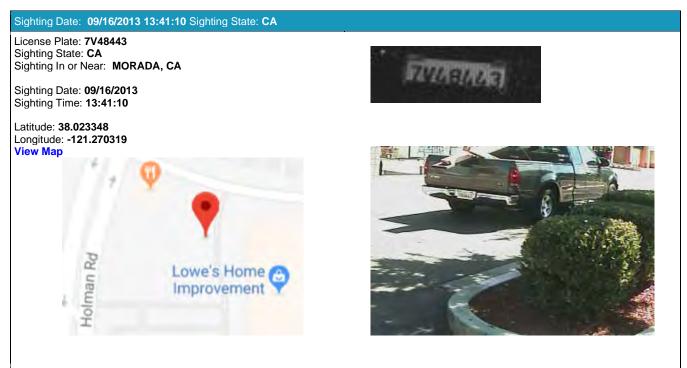
Sighting Date: 10/07/2013 03:55:30 Sighting State: CA



# Record #37A



# Record #37B



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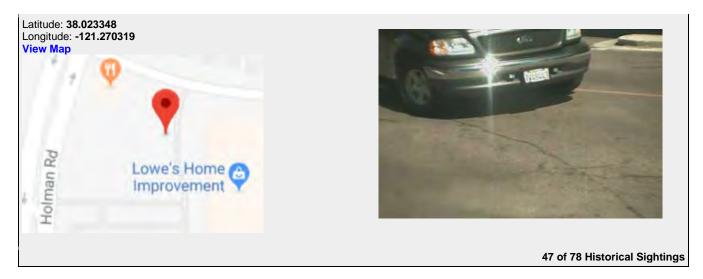
# Record #37C

## Sighting Date: 09/16/2013 13:41:07 Sighting State: CA

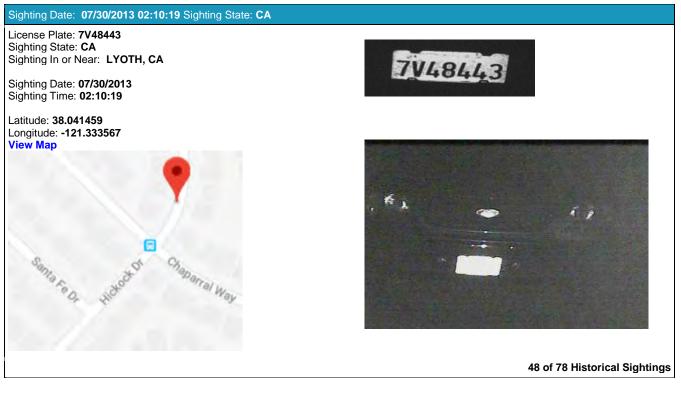
License Plate: 7V48443 Sighting State: CA Sighting In or Near: MORADA, CA

Sighting Date: **09/16/2013** Sighting Time: **13:41:07** 



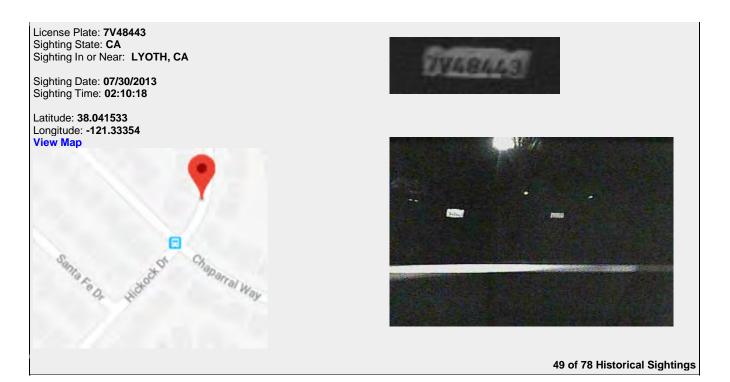


Record #38A

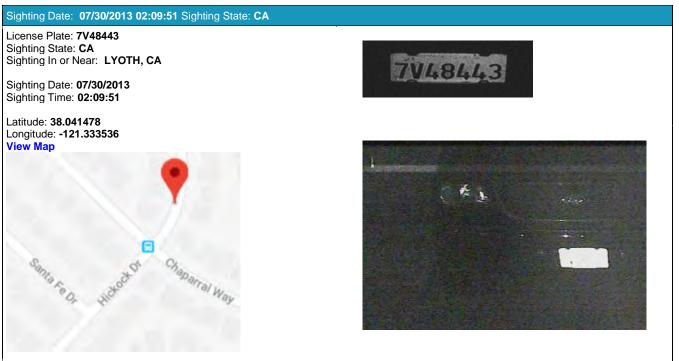


Record #38B

Sighting Date: 07/30/2013 02:10:18 Sighting State: CA

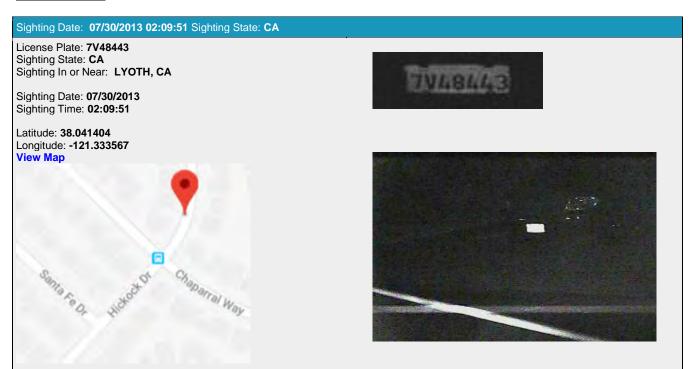


# Record #38C



50 of 78 Historical Sightings

# Record #38D



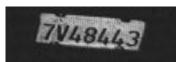
51 of 78 Historical Sightings

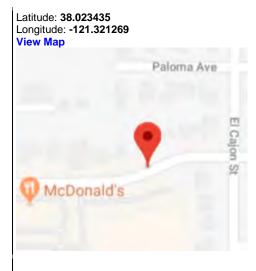
# Record #39

#### Sighting Date: 07/26/2013 10:43:10 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **07/26/2013** Sighting Time: **10:43:10** 

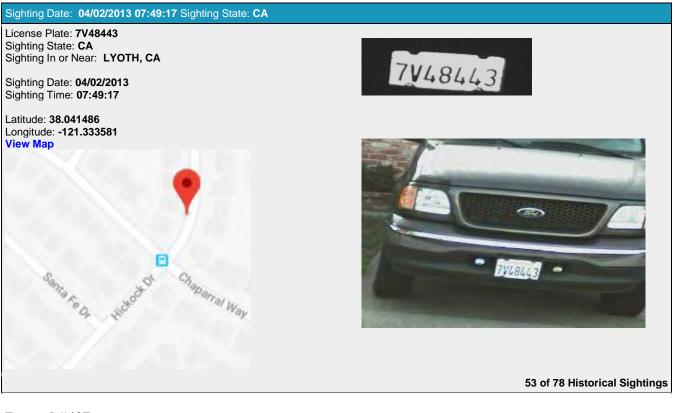






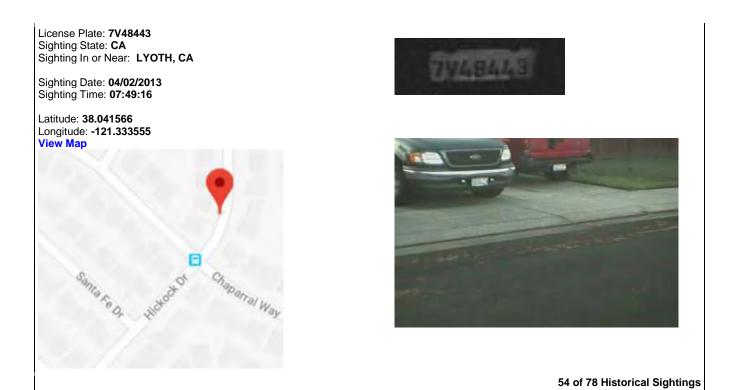
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# Record #40A

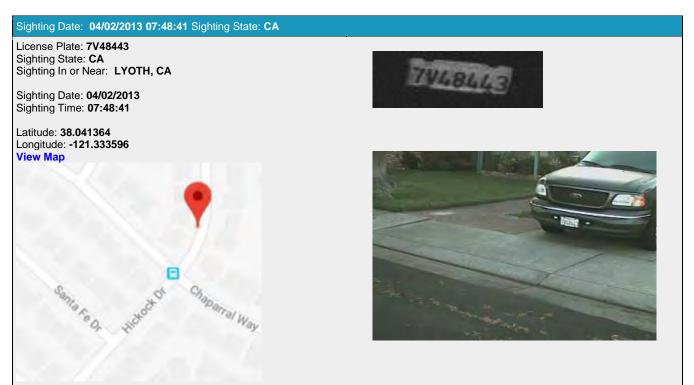


# Record #40B

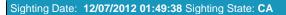
Sighting Date: 04/02/2013 07:49:16 Sighting State: CA



# Record #40C



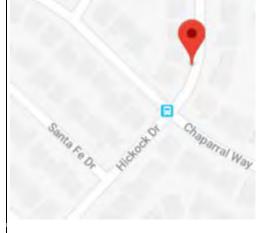
# Record #41A



License Plate: 7V48443 Sighting State: CA Sighting In or Near: LYOTH, CA

Sighting Date: **12/07/2012** Sighting Time: **01:49:38** 

Latitude: **38.04138** Longitude: **-121.333602** View Map





56 of 78 Historical Sightings

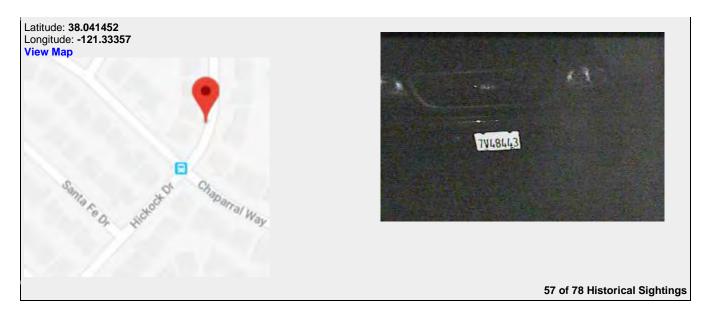
# Record #41B

## ighting Date: 12/07/2012 01:49:38 Sighting State: CA

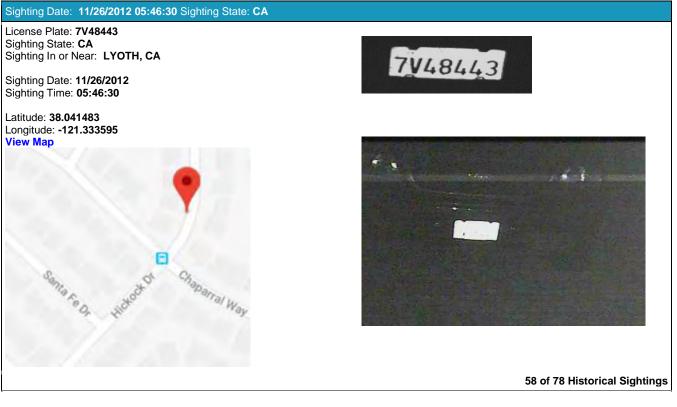
License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **12/07/2012** Sighting Time: **01:49:38** 



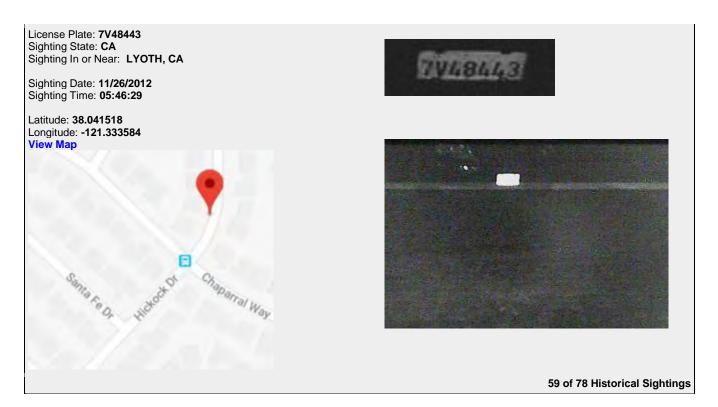


Record #42A

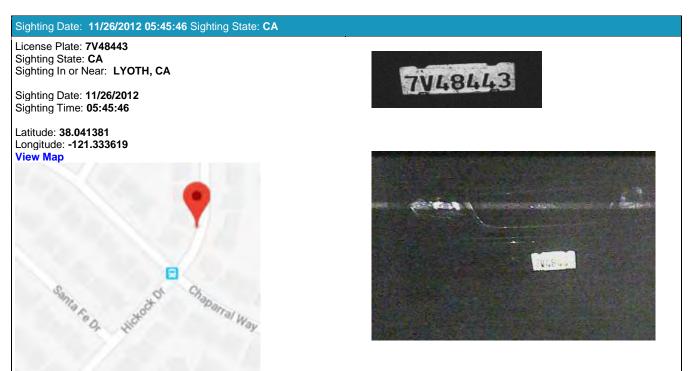


# Record #42B

Sighting Date: 11/26/2012 05:46:29 Sighting State: CA



# Record #42C



# Record #42D

#### Sighting Date: 11/26/2012 05:45:45 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **11/26/2012** Sighting Time: **05:45:45** 

Latitude: **38.041343** Longitude: **-121.333643** View Map





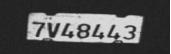
61 of 78 Historical Sightings

# Record #43A

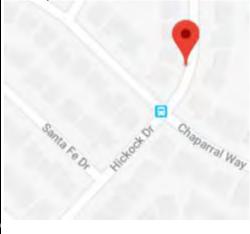
## Sighting Date: 11/20/2012 06:49:40 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **11/20/2012** Sighting Time: **06:49:40** 



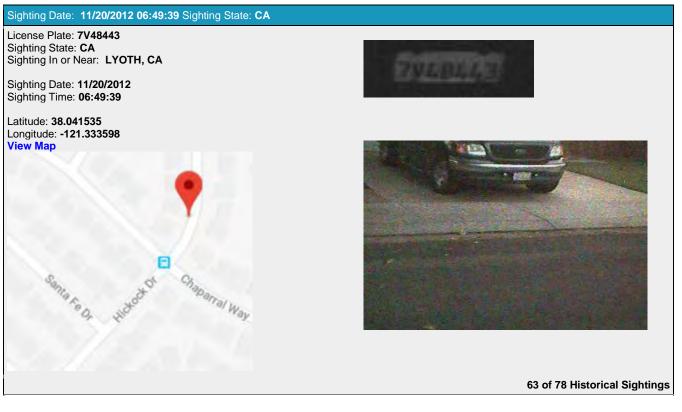
Latitude: **38.041535** Longitude: **-121.333598** View Map





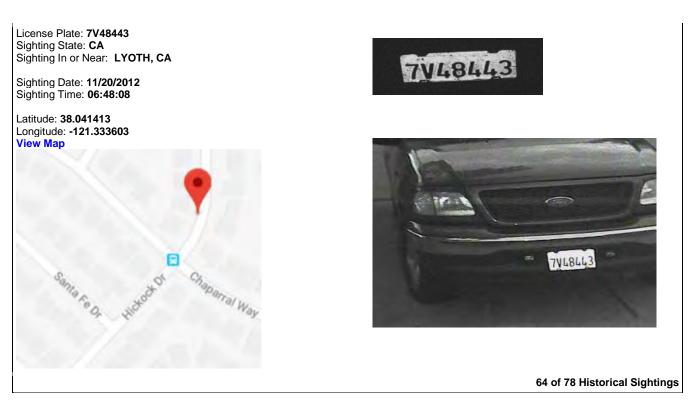
62 of 78 Historical Sightings

# Record #43B

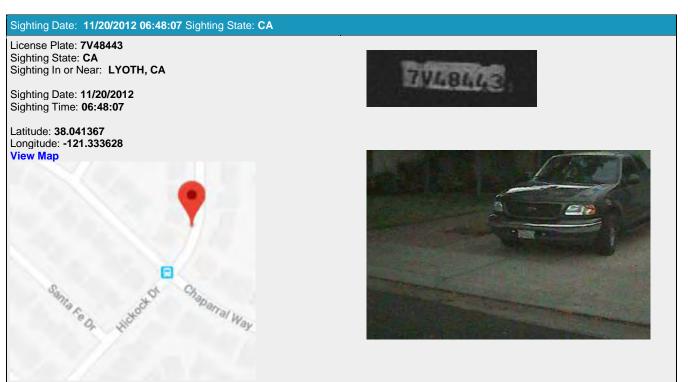


# Record #43C

Sighting Date: 11/20/2012 06:48:08 Sighting State: CA



# Record #43D



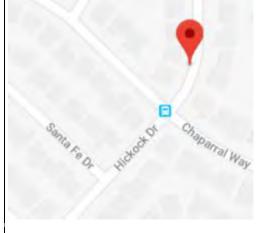
# Record #44A

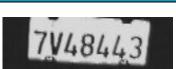


License Plate: 7V48443 Sighting State: CA Sighting In or Near: LYOTH, CA

Sighting Date: **08/13/2012** Sighting Time: **12:15:18** 

Latitude: **38.041508** Longitude: **-121.333616** View Map







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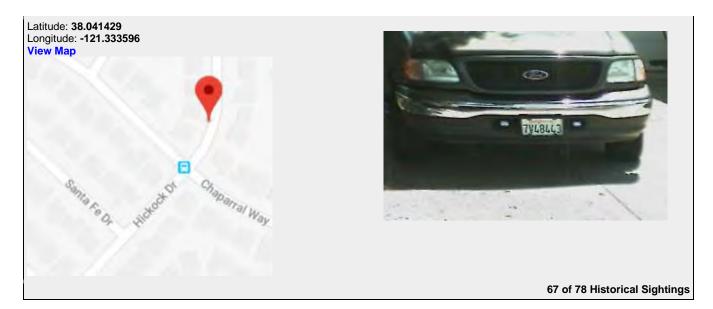
# Record #44B

#### Sighting Date: 08/13/2012 12:14:41 Sighting State: CA

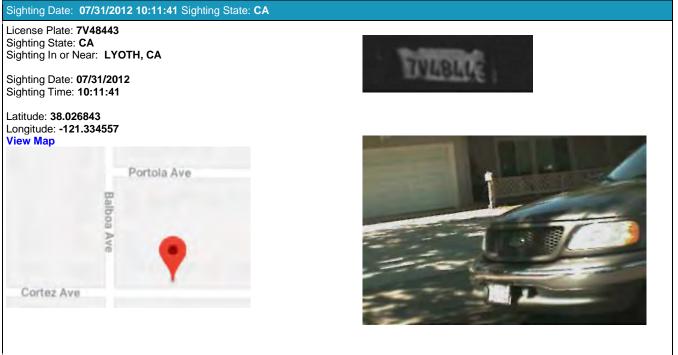
License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **08/13/2012** Sighting Time: **12:14:41** 





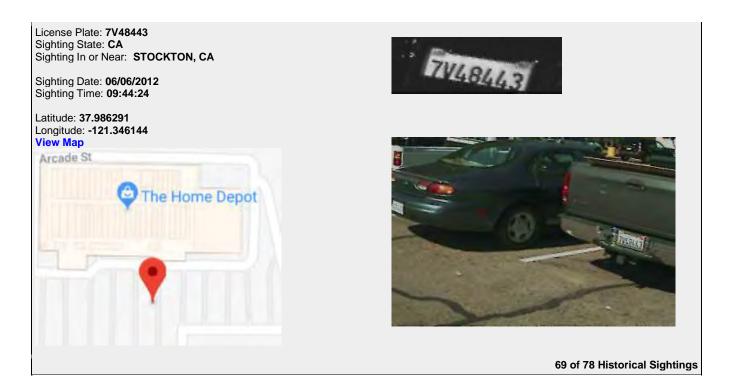
Record #45



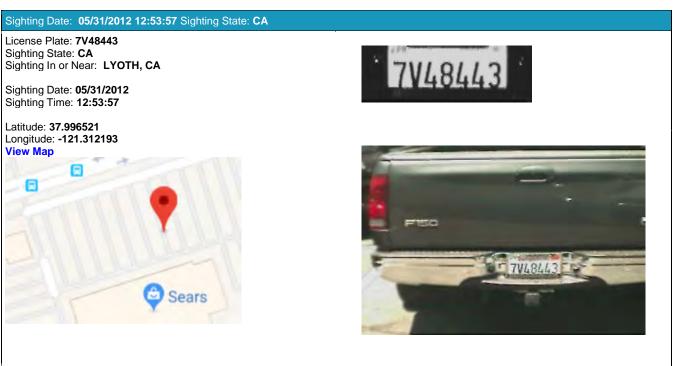
68 of 78 Historical Sightings

# **Record #46**

Sighting Date: 06/06/2012 09:44:24 Sighting State: CA

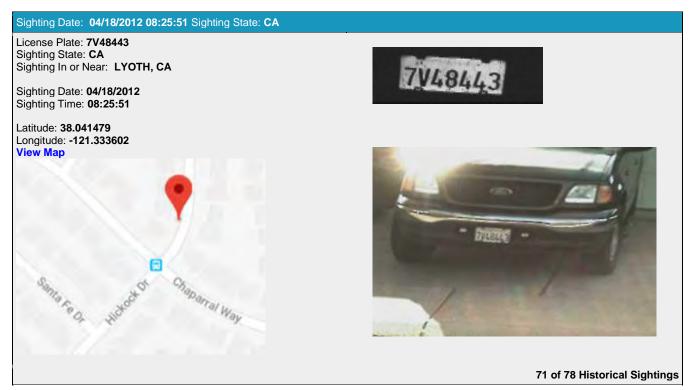


# Record #47



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# Record #48A



# Record #48B

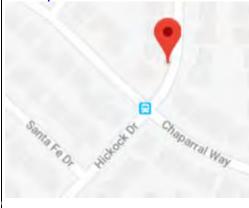
## Sighting Date: 04/18/2012 08:25:05 Sighting State: CA

License Plate: 7V48443 Sighting State: CA Sighting In or Near: LYOTH, CA

Sighting Date: **04/18/2012** Sighting Time: **08:25:05** 



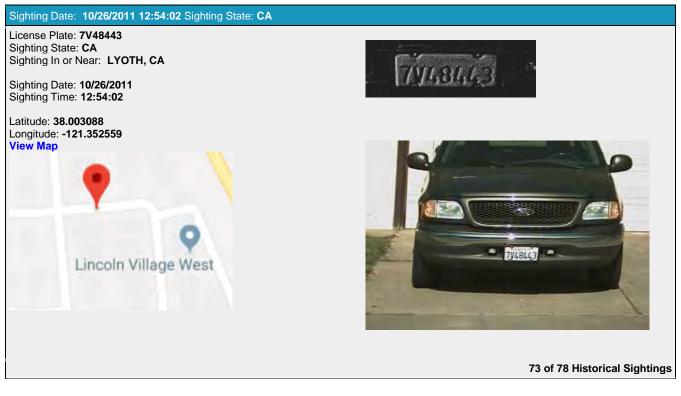
Latitude: **38.041462** Longitude: **-121.333568** View Map





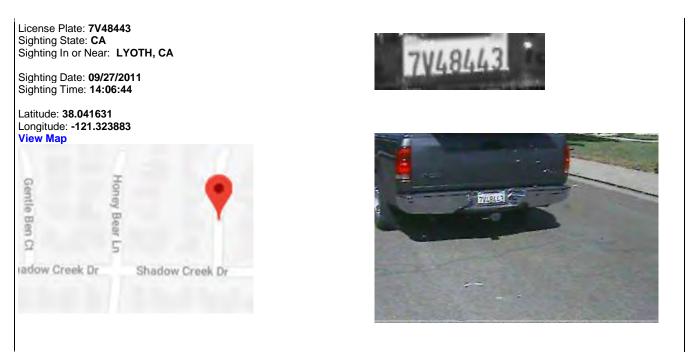
72 of 78 Historical Sightings

Record #49



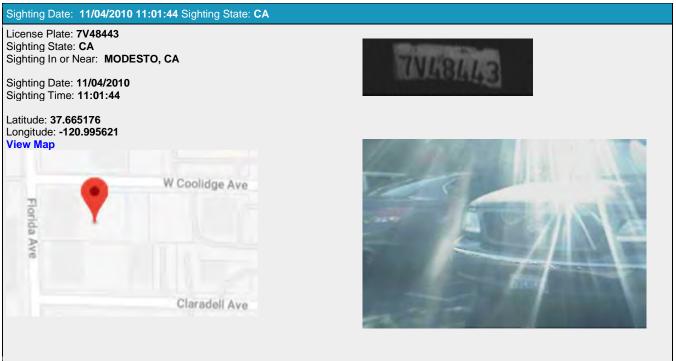
# Record #50

Sighting Date: 09/27/2011 14:06:44 Sighting State: CA



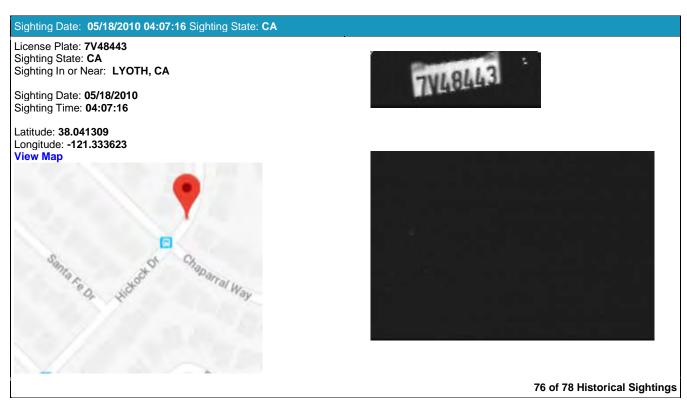
74 of 78 Historical Sightings

# Record #51



75 of 78 Historical Sightings

# Record #52A



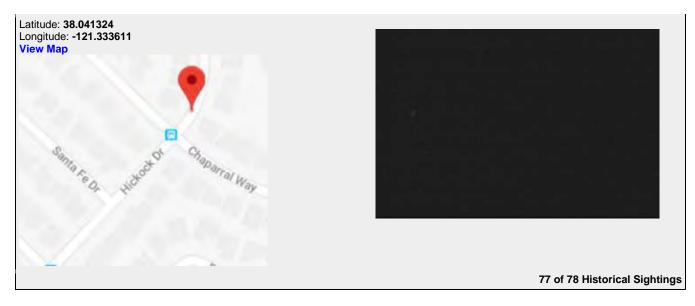
Record #52B

## Sighting Date: 05/18/2010 03:46:42 Sighting State: CA

License Plate: **7V48443** Sighting State: **CA** Sighting In or Near: **LYOTH, CA** 

Sighting Date: **05/18/2010** Sighting Time: **03:46:42** 





Sighting Date: 05/05/2010 10:22:49 Sighting State: CA	
License Plate: <b>7V48443</b> Sighting State: <b>CA</b> Sighting In or Near: <b>LYOTH, CA</b>	7748443
Sighting Date: <b>05/05/2010</b> Sighting Time: <b>10:22:49</b>	
Latitude: <b>38.041517</b> Longitude: <b>-121.33358</b> View Map	
Stenna re q. Hickord Chaparal Way	
	78 of 78 Historical Sightings

# **VOTER REGISTRATION:**

On May 2, 2018, an online search of Alameda Voter Registration records keyed to Date of Birth: 04/XX/1952 and Last 4 SSN: XXXX; identified no records (Record #1).

On May 2, 2018, an online search of CA SOS Voter Registration records keyed to First Name: Ardie; Last Name: Kendrick: CA Driver License: A010XXXX; Last 4 SSN: XXXX and Date of Birth 04/XX/1952, identified a permanent vote-by-mail voter registration record for Ardie Kendrick in San Joaquin County with address listed as 9812 Hickock Drive, Stockton, CA 95209 (Record #2).

An archived database record identified a voter registration for Ardie Kendrick at 689 4<sup>th</sup> Street, Oakland, CA. Date of registration was 03/29/2010 (Record #3).



# My Voter Profile

Error: Invalid	Search
Unfortunately, we could not verify upon the information you provided. you entered. The birth date, and number must be valid. You must be the information t	Please check the information drivers license number/SSN a registered voter, in order for
If you believe that the information y contact Registrar of Voters Office v 272-6973 to verify your	ia <u>email</u> or by phone at (510)
Birth Date (example, <b>01/01/1900</b> )	04/ 🝘 1952

California Driver License/California ID:

Last 4 digits of your Social Security Number:



# My Voter Status

sonal Information	
First name	ARDIE
Last name	KENDRICK
Your preferred language to receive election material is	ENGLISH
Address where you are registered to vote	9812 HICKOCK DR STOCKTON 95209
Your political party preference is	DEMOCRATIC
You are registered as a permanent vote-by-mail voter	YES
You are registered to vote in	SAN JOAQUIN COUNTY
	County website:

# Record #3

Name: ARDIE KENDRICK Address: 689 4TH ST, OAKLAND, CA 94607 (ALAMEDA COUNTY) Date of Registration: 03/29/2010 DOB: 04/XX/1952 (66) Party: Democrat Gender: Male

# **BUSINESS ENTITIES/EMPLOYMENT RECORDS:**

A search of nationwide business databases including proprietary employment databases, as well as California Secretary of State Corporation, LLC, and Limited Partnership records, California Fictitious Business Name (FBN) Records, California Board of Equalization Records, Corporate Affiliation Databases, California Department of Consumer Affairs Professional License Records – including the State Contractors Licensing Board, Uniform Commercial Code (UCC), identified the following:

# **EMPLOYMENT**

# Record #1

ARDIE W KENDRICK - ERIC ANDERSON (CARPENTER) 561-82-#### LexID: 001374735320 Business ID: 0000000000 Confidence Level: 2

# Record #2

ARDIE W KENDRICK - OB 561-82-#### LexID: 001374735320 Business ID: 00000000000 Confidence Level: 2

# **LIENS & JUDGMENTS:**

Judgments and liens databases identified four tax liens or releases recorded against Ardie Kendrick between 1996 and 2010 and a 2006 Abstract of Support Judgment filed by Tuolumne County, CA.

## Record #1

Filing Date: 02/06/2008
Release Date: 11/17/2010
ARDIE KENDRICK
Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY)
Plaintiff: STATE OF CALIFORNIA
Plaintiff: STATE OF CALIFORNIA
Filing County: SAN J
Filing Type: STATE TAX LIEN RELEASE
Total Lien Amount: \$12,255
Alternate Court Case Number: 08033102448

# Court: SAN JOAQUIN COUNTY COURT (RD)(CASJQC1) Court Address: 222 W WEBER AVENUE, STOCKTON, CA 95202 (SAN JOAQUIN COUNTY) Court Phone: (209) 468-3939

# Record #2

Filing Date: 06/07/2010
ARDIE KENDRICK
Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY)
Plaintiff: INTERNAL REVENUE SERVICE
Plaintiff: INTERNAL REVENUE SERVICE
Filing County: SAN J
Filing Type: FEDERAL TAX LIEN
Total Lien Amount: \$23,299
Alternate Court Case Number: 662537710
Court: SAN JOAQUIN COUNTY COURT (RD)(CASJQC1)
Court Address: 222 W WEBER AVENUE, STOCKTON, CA 95202 (SAN JOAQUIN COUNTY)
Court Phone: (209) 468-3939

# Record #3

Last Refile Or Lien Extension Date: 04/15/2019 Recording Date: 06/07/2010 Tax Lien Date: 06/01/2010 Federal Tax Lien Area: Small Business ARDIE KENDRICK Address: 9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) Filing County: San Joaquin, CA Total Lien Amount: \$23,300 Deed Category Type: Placement Damar Document Type: Federal Tax Lien Federal Tax Lien Area: Small Business Tax Lien Serial Lien Certificate Number: 662537710 Kind Of Tax: 1040 Tax Period Minimum: 12/31/2006 Tax Period Maximum: 12/31/2006 Federal Tax Lien Prepared And Signed City: OAKLAND Federal Tax Lien Prepared And Signed State: CA

# Record #4

Filing Date: 05/21/1996 ARDIE W KENDRICK Address: PO BOX 119, MOCCASIN, CA 95347-0119 (TUOLUMNE COUNTY) Plaintiff: STATE OF CALIFORNIA Plaintiff: STATE OF CALIFORNIA Filing Type: STATE TAX LIEN Total Lien Amount: \$417 Alternate Court Case Number: 96141002005 Recording Book Number: 1393 Recording Book Number: 1393 Recording Page Number: 740 Court: TUOLUMNE COUNTY COURT (RD)(CATUOC1) Court Address: 2 SOUTH GREEN STREET, SONORA, CA 95370 (TUOLUMNE COUNTY) Court Phone: (209) 533-5531

# Record #5

ARDIE WAYNE KENDRICK Address: 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) DOB: 04/XX/1952(66) Driver License Number: A0105545 Driver License State: CA Filing County: Alameda, CA Plaintiff: COUNTY OF TUOLUMNE Creditor: COUNTY OF TUOLUMNE DEPARTMENT OF CHILD SUPPORT SERVICES Court Case Number: 30584 Installment Judgment Indicator: Yes Deed Category Type: Placement Damar Document Type: Abstract of Support Judgment Recording Number: 180253 Recording Date: 08/23/2006

# **CALIFORNIA SUPERIOR COURT CIVIL RECORDS:**

A search of California Superior Court Civil indexes, available on-line, including Ardie Kendrick's known counties of residence Alameda County, San Joaquin County and Sacramento County identified two family law records for Ardie Kendrick in San Joaquin County: A Dissolution filed 6/24/2010; Disposed

1/28/2011; Petitioner Ardie Kendrick, Respondent, Denise Reber-Kendrick (Record #1) and a 5/16/2006 Family Support Order, Alameda County vs Tina Marie Baskett, in which Ardie Kendrick is named as a litigant (Record #2)

NOTE: Tuolumne County Civil Court filings are not available online.

# Record #1

<b>5</b> FULLCOURT ENTERPRISE™		Superior Court San	Joaquin	
SEARCHES × CASES × SCHED	ULING ~			
Public : ◀ Kendrick, Ardie• (	Case History, STA-FL-E	)WOC-2010-0004214∙ Civil Case Stat	tus Summary∙ STA-FL	-DWOC-2010-0004214
CASE LOOKUP FL	2010 0004214	RETRIEVE		
CIVIL CASE > STA-FL-D	WOC-2010-0004214 Ar	die Kendrick VS Denise Reber-Kendrick	CASE STATUS	Disposed - Jan 28, 2011
CASE INFORMATIO	N			
JUDGE ► PROSECUTOR ► COURT LOCATION ►		APPELLATE CASE NO. ► LOCATION ►		
CASE SUBTYPE ► FILE LOCATION ► REMAND DATE ►		en FILING DATE + APPEAL DATE + APPEAL UPHELD DATE +	06/24/2010	
DOM. VIOLENCE > JURISDICTION >		UNDER ADVISEMENT DATE +		
PHYSICAL FILE > SEALED >		PREVIOUS CASE NO. > OTHER AGENCY CASE NO. >	FL366354	
NEXT HEARING ► BATCH LABEL ► COMPLEX CASE ►		JURY REQUESTED ↓ JURY VERDICT ↓ CLASS ACTION ↓		
EXCEPTIONAL CASE > PATERNITY FILING > COMMENT >				
LITIGANTS				1 - 2 of 2
SEL LITIGANT	STATUS	ROLE -	ATTORNEY	FIRST PAPER FEE PAID
Kendrick, Ardie		Petitioner		N
Reber-Kendrick, Denise		Respondent		Ν
REFRESH CANCEL				

<b>FULLCOURT</b>		Superior Court San Joaquin		
SEARCHES V CASES V SCHEDULIN	G ×			
Public :	004214·Civil Case Status Sı	ımmary، STA-FL-DWOC-2010-0004214، C	ivil Case Status Summary, STA	A-FL-FSRI-2006-00031
	CASE LOOKUP FL	2006 0003780 RETRIEVE	1	
	RI-2006-0003780 ALAME	DA COUNTY DEPT ET AL VS TINA MARIE B	ASKETT ET AL FSD#30-73-62	CASE STATUS
CIVIL CASE			► Dis	sposed - May 16, 2006
CASE INFORMATIO	N			
JUDGE 🕨	Unassigned	APPELLATE CASE NO. >		
PROSECUTOR >		LOCATION >		
COURT LOCATION >	-			
CASE SUBTYPE +	Family Support Registration in state support order	FILING DATE 🕨	05/16/2006	
FILE LOCATION .	in otato oupport or doi	APPEAL DATE >		
REMAND DATE >		APPEAL UPHELD DATE 🕨		
DOM. VIOLENCE >				
JURISDICTION >	Superior	UNDER ADVISEMENT DATE >		
PHYSICAL FILE >		PREVIOUS CASE NO. >	FS063023	
SEALED > NEXT HEARING >		OTHER AGENCY CASE NO. > JURY REQUESTED >		
BATCH LABEL >		JURY VERDICT >		
COMPLEX CASE >		CLASS ACTION >		
EXCEPTIONAL CASE >		02.007.00077		
PATERNITY FILING >				
COMMENT .				
LITIGANT INFORM	ΑΤΙΟΝ			【 【 3 of 3
LITIGANT >	Kendrick, Ardie W	ATTORNEY >		
LITIGANT TYPE +	Other 🗸	OTHER PARTY TYPE >	Other Parent	eport History
SEND NOTICES .		AMOUNT CLAIMED >	0.00	
APPOINTED DATE >	00/00/0000	REMOVED DATE >	00/00/0000	
AMOUNT DUE +		MONEY DUE >	00/00/0000	
EXTENSION DATE >		EXEMPT >		
BANKRUPTCY STAY >		FIRST PAPER FEE PAID		

# **OREGON SUPERIOR COURT CIVIL & CRIMINAL RECORDS:**

Oregon Superior Court Civil & Criminal indexes is not available online.

An archived database records identified 1993 and 1994 filings pertaining to Ardie Kendrick.

# Record #1

Name: ARDIE WAYNE KENDRICK	Match Indicators
DOB: <b>04/1952</b> , Born 66 Years Ago Address: 2968 W MAIN ST, MEDFORD, OR 97501-2185 (JACKSON	First Name: O Exact Match
COUNTY)	Middle Name: O Exact Match
Gender: M	Last Name: O Exact Match
Hair: BROWN	Date Of Birth: O Marginally Matched
Is Sex Offender: No	Age: O Exact Match
Source Name: ADMINISTRATOR OF THE COURTS ECOURT	Address: O Exact Match
Source State: OR	Height: X Not Available On Record
	Ethnicity: X Not Available On Record
Crime Details - 10/03/1994 - OR	
OffenseDescription1: MENACING	Charges Filed Date: 10/05/1994
Case Number: 944181M	Disposition: DIS
Case Number: 944181M OffenseCode: 163.190	Disposition: <b>DIS</b> Offense Date: <b>10/03/1994</b>
Case Number: 944181M	Disposition: DIS
Case Number: 944181M OffenseCode: 163.190	Disposition: <b>DIS</b> Offense Date: <b>10/03/1994</b>
Case Number: 944181M OffenseCode: 163.190 GradeOfOffense: CR Crime Details - 09/22/1994 - OR OffenseDescription1: ASSAULT IN THE FOURTH DEGREE	Disposition: <b>DIS</b> Offense Date: <b>10/03/1994</b> Disposition Date: <b>12/28/1994</b> Charges Filed Date: <b>10/05/1994</b>
Case Number: 944181M OffenseCode: 163.190 GradeOfOffense: CR Crime Details - 09/22/1994 - OR OffenseDescription1: ASSAULT IN THE FOURTH DEGREE Case Number: 944181M	Disposition: <b>DIS</b> Offense Date: <b>10/03/1994</b> Disposition Date: <b>12/28/1994</b> Charges Filed Date: <b>10/05/1994</b> Disposition: <b>CON</b>
Case Number: 944181M OffenseCode: 163.190 GradeOfOffense: CR Crime Details - 09/22/1994 - OR OffenseDescription1: ASSAULT IN THE FOURTH DEGREE	Disposition: <b>DIS</b> Offense Date: <b>10/03/1994</b> Disposition Date: <b>12/28/1994</b> Charges Filed Date: <b>10/05/1994</b>

Separate Criminal Search is highly suggested as well as independ Name: ARDIE WAYNE KENDRICK DOB: 04/XX/1952, Born 66 Years Ago Address: 2354 WATERS GULCH RD, JACKSONVILLE, OR 97530- 9322 (JACKSON COUNTY) Gender: M Hair: BROWN Height: 74 Weight: 170 Ethnicity: WHITE Eyes: HAZEL Is Sex Offender: No DL Number: XXXX4166 DL Issuing State: OR Source Name: ADMIN OFFICE OF COURTS Source State: OR	Match Indicators         First Name:       O         Exact Match         Middle Name:       O         Exact Match         Last Name:       O         Exact Match         Date Of Birth:       O         Exact Match         Age:       O         Exact Match         Address:       O         Zip Matched         Height:       X         Not Available On Record         Ethnicity:       X	
Crime Details - 08/29/1993 - JACKSON, OR	·	
OffenseDescription1: DRIVING UNINSURED	Charges Filed Date: 08/30/1993	
Case Number: DJAC 93A474601DEF00001	Case Type: OFFENSE INFRACTION	
Crime County: JACKSON	Court: JACKSON COUNTY COURTS	
Status: STATE OF OREGON VS. ARDIE WAYNE KENDRICK	Plea: 2033	
Crime Type: TRAFFIC	Disposition: CONVICTED	
OffenseCode: 806010	Offense Date: 08/29/1993	

# **INTERNET SEARCHES:**

Online search engine inquiries and searches of social and professional networking websites identified multiple records under the name Ardie Kendrick. Records identified include the following:

<u>Record #1:</u> A New Motor Vehicle Board Matter of the Protest of Guarantee Forklift, Inc v Capacity of Texas, Inc in which Ardie Kendrick stated his residence on a Proof of Service as 9812 Hickock Drive, Stockton, CA, dated 2/28/2013.

<u>Record #2:</u> A manta.com listing for Handy Plus, in Stockton, lists contact phone (209)732-8511, and Ardie Kendrick as the owner with contact phone (209) 405-3100.

<u>Record #3:</u> A recordnet.com article about Stockton police bungling investigations relates the story of Carpenter Ardie Kendrick, 61, who witnessed a burglary on May 21, 2013, at an S-Mart, and then became a victim when his truck was hit by the thief. The article goes on to report Mr. Kendrick's frustration with the police response.

<u>Record #4:</u> The Linden Herald Newspaper dated March 17-25, 2016 with a publication of the Fictitious Business Name for Handyplus (misspelled Hanyplus) published by individual Ardie W. Kendrick listing his Place of Business and residence address as 9812 Hickok Dr, Stockton.

<u>Record #1 – see attachment (Protest and related documents)</u> <u>From: http://www.nmvb.ca.gov/</u>

# NEW MOTOR VEHICLE BOARD

#### PROOF OF SERVICE

San Joaquin County

#### STATE OF CALIFORNIA

In the Matter of the Protest of

Protest No. (fill in)

- Guarantee Forklift, Inc Dba: GFL, Inc.

Protestant,

Capacity of Texas, Inc

Respondent.

I, Ardie W. Kendrick declare:

Iama	citizen of the United States, a resident of San Joaquin	County,
California, and	over 18 years of age. I am not a party to the above-entitled	action. My
business/residen	nce address is9812 Hickock Drive, Stockton, California	95209
Stock	kton, California	, California
On February	28,2013 in the above-entitled action, I served a copy of	the attached
document(s):	Protest 3060 Termination ( 60 day notice ) and Appli for Fee Waiver	cation

#### (Identify documents and select one or more of the following methods:)

by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States Mail at <u>Stockton</u>, California addressed as set forth below. I am readily familiar with the business' practice for collection and processing correspondence for mailing with the U.S. Postal Service. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing contained in the affidavit.

> Capacity of Texas, Inc 401 Capacity Drive Longview, Texas 75604 Attn: Phillip Ford

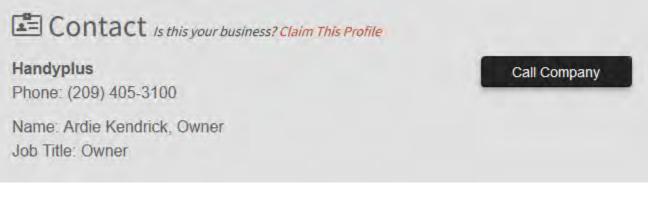
Wait, Brownlee, Berger & Dewoskin 401 West 89<sup>th</sup> Street Kansas City, Missouri 64114 Attn: Tony V. Jones

1

# Record #2 From: https://www.manta.com/c/mbdqb2h/handyplus

**manta** Products News & Advice Academy Find a Business

Handyplus Stockton, CA 95202 Phone: (209) 732-8511



Record #3 From: http://www.recordnet.com/article/20130624/A NEWS/306240312

# **Citizens venting at police**

# By Joe Goldeen

Posted Jun 24, 2013 at 12:01 AM

STOCKTON - There's a perception among some Stocktonians today that police aren't interested in hearing about a crime unless it involves a gun, a gangster or a northwest address. It's born out of the frustration many victims experience when they don't get the response they feel their incident deserves.

STOCKTON - There's a perception among some Stocktonians today that police aren't interested in hearing about a crime unless it involves a gun, a gangster or a northwest address. It's born out of the frustration many victims experience when they don't get the response they feel their incident deserves.

Often because of that perception, many crimes go unreported. But that actually hinders police, even in a broke city with a critically understaffed Police Department that admittedly can't respond to every call for service.

The department has conveyed that its top priority the past year has been focusing on the violence wreaked by guns and gangs. And statistics back that up.

Overall violent crime was down more than 14 percent in May compared with a year earlier. Most notably, homicides year to date dropped 58 percent - 10 from January through May compared with 24 during the same period in 2012, a record year in which Stockton police investigated 71 homicides.

Robberies, forcible rapes and aggravated assaults also have decreased significantly compared with 2012.

If anyone feels the public's frustration over police response in Stockton, it is Chief Eric Jones. He spends two to three evenings a week at community meetings and Neighborhood Watch events addressing issues and hearing firsthand from aggrieved citizens.

Recent news reports have highlighted the case of bicycle rider Aaron Vaughn, who was the victim of a hit-and-run driver and charged the Police Department with bungling the follow-up investigation. Several recent victims of pit bull attacks have been dissatisfied with the response of the department's understaffed Animal Services unit, in one case claiming that by not picking up the dogs they went on to attack two more people before being destroyed.

Carpenter Ardie Kendrick, 61, who on May 21 witnessed a thief leaving a Pacific Avenue S-Mart with stolen liquor and then became a victim when the suspect ran his getaway car into Kendrick's pickup, cutting his legs, became frustrated with police.

"They just ignored me. They wouldn't even take the report over the phone," Kendrick said.

After initially talking to officers at the scene, Kendrick was told on at least two occasions that detectives would soon follow up with him. That happened almost four weeks later, after police were informed of Kendrick's concerns by the media. He was able to provide critical information to help in the investigation.

Jones is aware of these situations and said he constantly emphasizes to his officers about being professional and providing "good customer service" in light of scarce resources.

"A year ago, we told the public that service delivery was going to be diminished. We're staying focused on our violence reduction initiative," Jones said recently, describing the period when Stockton became the largest city in the nation to file for bankruptcy protection.

About the same time, Jones rolled out the Community Response Team that has made serious inroads in reducing street violence by focusing on crime hot spots around the city. That successful effort has taken valuable police manpower and resources away from responding to other crimes.

"We're committed to the Operation Ceasefire model focusing on guns and gangs. We can't for a moment take our eye off the focus on violent crime. The moment you take your eye off the ball and start changing priorities, you start to lose your forward momentum," Jones said. He said Stockton's police force is the "second-most understaffed in the nation," only behind Bakersfield, but that south Valley city doesn't have nearly the gang problem as Stockton.

"It's actually mind-boggling, for the resources we've got," Jones said.

Just like other police agencies around the nation, Stockton police rely more on Internet and phone reporting by victims and witnesses, Jones said. And he made repeated references to the department becoming more "data driven."

That data, he said, is generated primarily by reports from the public about crimes and suspicious activities occurring in their neighborhoods. But if people don't make reports, police are in the dark about what's happening. The department's 911 dispatchers typically field about 1,000 calls every 24 hours.

"You're not bothering us, even if it's a busy night," Jones said.

He pointed to progress curbing violence being made in neighborhoods such as Fremont Park and Knickerbocker/West Lane.

"What we saw as a very high comfort level among criminals carrying guns. But what we're seeing is less and less of that today, and that's indicative of us being on the right path. The statistics are what they are," Jones said. On the other hand, taking a quality-of-life crime that doesn't make headlines such as burglary there have been 1,901 reported this year through May, almost the same number as last year -"if we see a spike in a neighborhood, we will go in. We still send technicians to take fingerprints. We still investigate burglary, but to the level we would like to, no," the chief said.

Data is important here, Jones said, because while police may not respond to every call, they are alerted to a developing problem.

Typically, burglary is a crime of opportunity committed by drug addicts in search of quick cash or juveniles from the neighborhood. While a high-visibility police presence is the No. 1 deterrent, Stockton residents have a responsibility too, Jones said, to "harden your own target" by being aware of what's happening in your neighborhood, observing the license plate of a suspicious car, pruning shrubs around your house, essentially "take all the care you can to protect your home."

Whenever he gets the chance, Jones encourages the community to become involved in crime prevention and reduction, "not necessarily physically," he cautioned.

"I understand people's frustration. We need them to report it, because that way we know about it," Jones said.

Contact reporter Joe Goldeen at (209) 546-8278 or jgoldeen@recordnet.com. Visit his blog at recordnet.com/goldeenblog.

# Record #4

From: http://lindenherald.com/archive/LINDEN%20HERALD%2020160324.pdf

UNDEN LEGAL NOTICE FICTITIOUS BUSINESS NAME Doc # 2016-022026 Original Filed 2/26/16 Steve J. Bestolarides, Recorder/County Clerk Fictitious business name Hanyplus, 9812 Hickock Dr., Stockton CA 95209 County of Place of Business: San Joaquin County Ardie W. Kendrick, 9812 Hickock Dr., Stockton CA 95209 The registrant commenced to transact business under the fictitious business name or names listed above on 4-1-15 This Business is conducted by an individual s/ Ardie Kendrick 3/24

# **RESIDENT HISTORY FOR 315 HANOVER AVENUE, #301, OAKLAND, CA 94606:**

A Resident History search keyed to 315 Hanover Avenue, #301, Oakland, CA 94606 identified 6 residents currently associated with the address, including Denise Kendrick.

Create a Book with reported dates of 01/01/1997-04/30/2018 Shana Kendrick with reported dates of 09/19/2017-04/30/2018 Samuel Shirakhon with reported dates of 05/23/2014-04/30/2018 Marie Dorothy Magee with reported dates of 07/01/1980-04/30/2018 Denise Kendrick with reported dates of 06/22/2004-04/27/2018 Christina Kayla Kendrick with reported dates of 12/14/2011-04/27/2018

#### Database #1

Name	Address	SSN / DOB	Phone
BOOK CREATE A	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606 <b>Reported:</b> 01/01/1997 - 04/30/2018 <b>County:</b> ALAMEDA		

KENDRICK SHANA L	1x315 HANOVER AVE 301 OAKLAND CA 94606 Reported: 09/19/2017 - 04/30/2018 County: ALAMEDA	623-34-2510 Issued: 1990 in CA DOB: 03/08/1990 Age: 28	Cell: (209)559- 4575
SHIRAKHON SAMUEL	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606 <b>Reported:</b> 05/23/2014 - 04/30/2018 <b>County:</b> ALAMEDA		
MAGEE DOROTHY MARIE	6x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 07/01/1980 - 04/30/2018 County: ALAMEDA	565-10-6002 (DECEASED) Issued: 1934-1951 in CA DOB: 05/09/1908 Age: 109	
KENDRICK DENISE L	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606-1361 <b>Reported:</b> 04/27/2018 - 04/27/2018 <b>County:</b> ALAMEDA		
KENDRICK KAYLA CHRISTINA	2x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 12/14/2011 - 04/27/2018 County: ALAMEDA	603-24-7382 Issued: 1989 in CA DOB: 06/13/1988 Age: 29	Cell: (209)352- 1022
REBER DENISE AKA: REBER, DENISE L	2x315 HANOVER AV 301 OAKLAND CA 94606-1361 Reported: 08/08/2011 - 08/08/2011 County: ALAMEDA	569-92-7660 Issued: 1968-1969 in CA DOB: 10/22/1958 Age: 59	
REBER DENISE L <b>AKA:</b> REBER, D	<b>5</b> x315 HANOVER AVE 301 OAKLAND CA 94606-1361 <b>Reported:</b> 06/22/2004 - 08/08/2011 <b>County:</b> ALAMEDA	569-29-7660 Issued: 1974 in CA DOB: 10/22/1958 Age: 59	Landline: (209)745-4380
KENDRICK ARDIE W	6x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 11/30/2005 - 04/07/2008 County: ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
JEAN DAYNA L	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606 <b>Reported:</b> 10/18/2004 - 04/01/2005 <b>County:</b> ALAMEDA	544-08-0205 Issued: 1984 in OR DOB: 02/11/1984 Age: 34	
FARROHI PARISA JULIA	<b>5</b> x315 HANOVER AVE 301 OAKLAND CA 94606-1361	555-67-0906 Issued: 1981-1982 in CA DOB: 07/23/1970 Age: 47	

<b>AKA:</b> ARROHI, PARISA	<b>Reported:</b> 01/15/2002 - 02/02/2003 <b>County:</b> ALAMEDA		
BUFFINGTON PATRICK J	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606 <b>Reported:</b> 02/05/2002 - 07/04/2002 <b>County:</b> ALAMEDA	035-46-7216 Issued: 1975-1977 in RI DOB: 05/21/1968 Age: 49	
BUFFINGTON PATRICK JAMES	6x315 HANOVER AV 301 OAKLAND CA 94606-1361 Reported: 01/15/2002 - 05/01/2002 County: ALAMEDA	035-42-7216 (DECEASED) Issued: 1973-1974 in RI DOB: 05/21/1968 Age: 49	
FARROHI PARISSA <b>AKA:</b> FARROHI, PARISA J <b>AKA:</b> FARROHI, PARISA JULIA	<b>4</b> x315 HANOVER AV 301 OAKLAND CA 94606-1361 <b>Reported:</b> 01/15/2002 - 01/15/2002 <b>County:</b> ALAMEDA	555-67-0906 Issued: 1981-1982 in CA DOB: 07/23/1970 Age: 47	
JOHNSON KARLA VIDETTE <b>AKA:</b> GONZALES, KARLA	7x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 01/01/1995 - 12/28/2001 County: ALAMEDA	546-02-5831 Issued: 1970 in CA DOB: 04/17/1955 Age: 63	
JOHNSON JANET PALMER <b>AKA:</b> PALMER, JANET M	6x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 07/17/2001 - 07/17/2001 County: ALAMEDA	558-70-5776 Issued: 1963 in CA DOB: 04/28/1947 Age: 71	Landline: (510)524-7801
TSE MISHA M AKA: PAK, MIA AKA: MAR, MISHA M AKA: PAK, MISHA	7x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 11/13/2000 - 11/15/2000 County: ALAMEDA	549-17-6689 Issued: 1972 in CA DOB: 01/21/1962 Age: 56	
PAK MISHA M	2x315 HANOVER AV 301 OAKLAND CA 94606-1361 Reported: 11/13/2000 - 11/13/2000 County: ALAMEDA	549-17-6689 Issued: 1972 in CA DOB: 01/21/1962 Age: 56	
WALLACE SIGNORA H	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606 <b>Reported:</b> 12/18/1997 - 12/18/1997 <b>County:</b> ALAMEDA	572-46-9823 Issued: 1952-1954 in CA DOB: 06/30/1930 Age: 87	
CREATE A BOOK	<b>5</b> x315 HANOVER AV 301 OAKLAND CA 94606-1361 <b>Reported:</b> 01/01/1997 - 01/01/1997 <b>County:</b> ALAMEDA		

CHAPPILL RAYFORD W	2x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 02/29/1996 - 12/31/1996 County: ALAMEDA	546-06-3502 Issued: 1971 in CA DOB: 11/10/1956 Age: 61	
CHAPPILL DONNA M	<b>1</b> x315 HANOVER AVE 301 OAKLAND CA 94606 <b>Reported:</b> 12/22/1994 - 04/16/1995 <b>County:</b> ALAMEDA	558-41-5606 Issued: 1976 in CA DOB: 06/26/1961 Age: 56	
PALMER JANET M	1x315 HANOVER AVE 301 OAKLAND CA 94606-1361 County: ALAMEDA	558-70-5776 Issued: 1963 in CA DOB: 04/28/1947 Age: 71	
JOHNSON AKASHA	1x315 HANOVER AVE 301 OAKLAND CA 94606-1361 County: ALAMEDA	546-02-5831 Issued: 1970 in CA DOB: 04/17/1955 Age: 63	
JOHNSON-GONZ KARLA V	1x315 HANOVER AVE 301 OAKLAND CA 94606-1361 County: ALAMEDA	546-02-5831 Issued: 1970 in CA DOB: 04/17/1955 Age: 63	
LARGO MIA Y	1x315 HANOVER AVE 301 OAKLAND CA 94606-1361 County: ALAMEDA	549-17-6689 Issued: 1972 in CA DOB: 01/21/1962 Age: 56	
MAR MISHA M	1x315 HANOVER AVE 301 OAKLAND CA 94606-1361 County: ALAMEDA	549-17-6689 Issued: 1972 in CA DOB: 01/21/1962 Age: 56	
GONZALES KARLA V	2x315 HANOVER AVE 301 OAKLAND CA 94606-1361 County: ALAMEDA	546-02-5831 Issued: 1970 in CA DOB: 04/17/1955 Age: 63	

# **RESIDENT HISTORY FOR 9812 HICKOCK DRIVE, STOCKTON, CA 95209:**

A Resident History search keyed to 9812 Hickock Drive, Stockton, CA 95209 identified multiple residents currently associated with the address, including Denis Reber and Aride Kendrick.

Linda Combs with reported dates of 07/13/2001-05/02/2018 Maxine Baker with reported dates of 06/01/2002-05/02/2018 Denise Reber with reported dates of 12/31/2006-05/02/2018 Joshua Lacy with reported dates of 11/14/2005-05/02/2018

# Monica Christy with reported dates of 02/01/2001-05/02/2018 Ardie Kendrick with reported dates of 02/06/2008-05/02/2018 Angel Cline with reported dates of 12/12/2016-05/02/2018 Wayne Kendrick with reported dates of 07/26/2010-04/26/2018 Jean Dayna with reported dates of 04/15/2010-04/26/2018

Name	Address	SSN / DOB	Phone
COMBS LINDA L	5x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/13/2001 - 05/02/2018 County: SAN JOAQUIN		
BAKER MAXINE R	<b>9</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 06/01/2002 - 05/02/2018 <b>County:</b> SAN JOAQUIN	551-46-9883 (DECEASED) Issued: 1951-1953 in CA DOB: 07/28/1936 Age: 81	Landline: (209)474-7991
MS REBER DENISE L AKA: REBER, D	<b>10</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 12/31/2006 - 05/02/2018 <b>County:</b> SAN JOAQUIN	569-29-7660 Issued: 1974 in CA DOB: 10/22/1958 Age: 59	Landline: (510)834-2494 Landline: (209)957-6068
LACY JOSHUA L	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 11/14/2005 - 05/02/2018 County: SAN JOAQUIN		
CHRISTY MONICA M	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 02/01/2001 - 05/02/2018 County: SAN JOAQUIN	607-36-9403 Issued: 1990 in CA	
KENDRICK ARDIE W	<b>9</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 02/06/2008 - 05/02/2018 <b>County:</b> SAN JOAQUIN	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Cell: (209)405- 3100 Landline: (209)957-6068 Landline: (510)834-1519
CLINE ANGEL ANN	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 12/12/2016 - 05/02/2018 County: SAN JOAQUIN	617-88-4158 Issued: 1996 in CA DOB: 03/12/1996 Age: 22	Cell: (303)917- 7557 Cell: (209)561- 3691

KENDRICK WAYNE A AKA: KENDRICK, ARDIE WAYNE AKA: KENDRICK, ARDIE	<b>5</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 07/26/2010 - 04/26/2018 <b>County:</b> SAN JOAQUIN	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Landline: (209)957-6068 Landline: (510)834-1519
DAYNA JEAN L	7x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 04/15/2010 - 04/26/2018 County: SAN JOAQUIN	544-08-0205 Issued: 1984 in OR DOB: 02/11/1984 Age: 34	Landline: (209)475-9986 Cell: (209)210- 7430 Landline: (510)834-1519
MILLER CYNTHIA E JR	<b>4</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 07/13/2001 - 11/15/2017 <b>County:</b> SAN JOAQUIN	549-57-9499 Issued: 1979-1980 in CA DOB: 05/08/1967 Age: 50	
MOORE NORMA L	<b>4</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 11/15/2001 - 05/15/2017 <b>County:</b> SAN JOAQUIN	524-62-8230 Issued: 1963 in CO DOB: 10/12/1926 Age: 91	
SEVERSON RYAN T	<b>9</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 11/01/2002 - 10/15/2016 <b>County:</b> SAN JOAQUIN	559-99-4861 Issued: 1987-1994 in CA DOB: 04/28/1981 Age: 37	Cell: (209)815- 5711 Cell: (209)815- 4753
SEVERSON RYAN	<b>1</b> x9812 HICKOCK DR STOCKTON CA 95209 <b>Reported:</b> 12/2014 - 12/2014 <b>County:</b> SAN JOAQUIN	<b>DOB:</b> 12/25/1963 Age: 54	Cell: (209)815- 5711 Cell: (209)815- 4753
KENDRICK SHANA L	<b>1</b> x9812 HICKOCK DR STOCKTON CA 95209 <b>Reported:</b> 05/21/2014 - 05/21/2014 <b>County:</b> SAN JOAQUIN	623-34-2510 Issued: 1990 in CA DOB: 03/08/1990 Age: 28	Cell: (209)559- 4575
JEAN DAYNA L <b>AKA:</b> DAYNA, JEAN	<b>5</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 03/04/2009 - 04/02/2013 <b>County:</b> SAN JOAQUIN	544-08-0205 Issued: 1984 in OR DOB: 02/11/1984 Age: 34	Cell: (209)210- 7430 Landline: (209)957-6068 Landline: (209)475-9986 Landline: (510)834-1319

MEDINA FRANK C	6x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/18/2001 - 06/15/2012 County: SAN JOAQUIN	550-19-6768 Issued: 1972-1973 in CA DOB: 12/20/1966 Age: 51	
KENDRICK KAYLA CHRISTINA	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 07/30/2011 - 08/29/2011 County: SAN JOAQUIN	603-24-7382 Issued: 1989 in CA DOB: 06/13/1988 Age: 29	Cell: (209)352- 1022
HAYES KRISTINE D	<b>1</b> x9812 HICKOCK DR STOCKTON CA 95209 <b>Reported:</b> 03/01/1990 - 04/20/2011 <b>County:</b> SAN JOAQUIN	560-79-7356 Issued: 1984 in CA DOB: 11/03/1967 Age: 50	
REBER DENISE	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 01/24/2011 - 01/24/2011 County: SAN JOAQUIN	569-92-7660 Issued: 1968-1969 in CA DOB: 10/22/1958 Age: 59	
LACY MATTHEW J	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 04/2008 - 04/01/2008 <b>County:</b> SAN JOAQUIN	625-12-2212 Issued: 1988 in CA DOB: 12/01/1987 Age: 30	
PISHOS THOMAS A AKA: THOMASA PISHOS AKA: TOM A PISHOS AKA: THOS A PISHOS	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 01/2007 - 01/10/2007 County: SAN JOAQUIN	373-38-2842 Issued: 1955-1956 in MI DOB: 11/06/1934 Age: 83	
YOUNG YOKO W	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 01/01/1997 - 10/20/2006 <b>County:</b> SAN JOAQUIN	559-86-6608 Issued: 1967-1968 in CA DOB: 02/25/1942 Age: 76	
SEVERSON KRISTIN ROSE AKA: KRISTIN SEVERON AKA: KRISTIN ROSE BYERLY	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 06/2002 - 09/19/2006 County: SAN JOAQUIN	550-79-3574 Issued: 1984 in CA DOB: 07/05/1981 Age: 36	
BYERLY KRISTIN R	6x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 06/17/2002 - 09/19/2006 County: SAN JOAQUIN	550-79-3574 Issued: 1984 in CA DOB: 07/05/1981 Age: 36	

CARLENS COUNTRY GUEST	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/13/2006 - 07/13/2006 County: SAN JOAQUIN		
LACY LARRY L	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 05/29/2002 - 02/21/2006 <b>County:</b> SAN JOAQUIN	561-08-0417 Issued: 1971 in CA DOB: 10/07/1957 Age: 60	
LACY DEBRA J	<b>4</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 05/29/2002 - 01/01/2006 <b>County:</b> SAN JOAQUIN	548-13-5310 Issued: 1972 in CA DOB: 02/19/1959 Age: 59	Landline: (209)474-7991
BYERLY DEBRA J	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 02/25/2004 - 01/01/2006 County: SAN JOAQUIN	548-13-5310 Issued: 1972 in CA DOB: 02/19/1959 Age: 59	Landline: (209)474-7991
GRONEMEYER JEFFREY MICHAEL	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 01/01/1998 - 01/01/2004 County: SAN JOAQUIN	071-62-1334 Issued: 1978-1980 in NY DOB: 11/25/1963 Age: 54	
COLLIER RITA E	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 12/01/1993 - 01/01/2004 County: SAN JOAQUIN	518-66-0278 Issued: 1967-1968 in ID DOB: 04/28/1952 Age: 66	
COLLIER DONALD FREDRICK	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 01/01/1998 - 01/01/2004 County: SAN JOAQUIN	554-66-1441 Issued: 1962-1963 in CA DOB: 09/02/1955 Age: 62	
COMBS LARRY V	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 05/29/1989 - 10/17/2003 County: SAN JOAQUIN	563-84-8567 Issued: 1967 in CA DOB: 01/06/1952 Age: 66	
MACIEL ROBERT DAVID	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 01/03/1990 - 07/19/2003 <b>County:</b> SAN JOAQUIN	570-63-8003 Issued: 1981 in CA DOB: 12/10/1965 Age: 52	
MOORE DONALD G	<b>6</b> x9812 HICKOCK DR STOCKTON CA 95209-1327	522-86-8227 Issued: 1970-1971 in CO DOB: 11/14/1957 Age: 60	Landline: (719)346-7551

	<b>Reported:</b> 11/15/2001 - 12/18/2002 <b>County:</b> SAN JOAQUIN		
MOORE FLORIE C	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 01/04/2002 - 12/18/2002 County: SAN JOAQUIN	556-06-8116 Issued: 1971 in CA DOB: 02/03/1956 Age: 62	
BEACH SUZANNE C	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 10/14/2002 - 10/14/2002 County: SAN JOAQUIN	570-25-8558 Issued: 1973 in CA DOB: 10/28/1957 Age: 60	
CHRISTY SUSAN L	<b>4</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 11/26/1998 - 01/21/2002 <b>County:</b> SAN JOAQUIN	560-96-3851 Issued: 1969-1970 in CA DOB: 05/13/1962 Age: 55	Landline: (209)951-1965
BRADFORD ANITA JANE <b>AKA:</b> BRADFORD, A	7x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 10/01/1998 - 11/01/2001 County: SAN JOAQUIN	566-44-8873 Issued: 1951-1952 in CA DOB: 08/16/1935 Age: 82	
DEAN JOSEPH J SR	4x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 04/1986 - 07/19/2001 County: SAN JOAQUIN	451-10-4495 (DECEASED) Issued: 1934-1951 in TX DOB: 07/21/1938 Age: 79	
DEAN JOSEPH J	5x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 06/01/1986 - 07/19/2001 County: SAN JOAQUIN	451-10-4495 (DECEASED) Issued: 1934-1951 in TX DOB: 07/11/1910 Age: 107	
TERESI CARMELLO J AKA: TERESI, CARMELO AKA: TERESI, CARMELO J	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> SAN JOAQUIN	557-96-9216 Issued: 1969-1970 in CA DOB: 11/01/1956 Age: 61	
TERESI CARMELO J	<b>4</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> SAN JOAQUIN	557-96-9216 Issued: 1969-1970 in CA DOB: 11/01/1956 Age: 61	
JONES KIMBERLY R	<b>5</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> SAN JOAQUIN	557-55-9691 Issued: 1979 in CA DOB: 10/15/1968 Age: 49	

TERESI CARMELO J	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/18/2001 - 07/18/2001 County: SAN JOAQUIN	557-96-9216 Issued: 1969-1970 in CA DOB: 05/25/1956 Age: 61	
KONTOS PRISCILLA LEE AKA: COBERLY, PRISCILLA L	6x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 11/01/1995 - 07/18/2001 County: SAN JOAQUIN	551-15-6451 Issued: 1972 in CA DOB: 04/23/1956 Age: 62	
JONES KIMBERLY R	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 09/11/1992 - 07/18/2001 <b>County:</b> SAN JOAQUIN	557-55-9691 Issued: 1979 in CA DOB: 10/13/1968 Age: 49	
MILLER EDWIN H JR	<b>5</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 10/01/1989 - 07/18/2001 <b>County:</b> SAN JOAQUIN	201-58-1624 Issued: 1978-1980 in PA DOB: 05/01/1963 Age: 55	
MILLER CYNTHIA E 00 AKA: MILLER, CYNTHIA ELAINE	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/18/2001 - 07/18/2001 County: SAN JOAQUIN	549-57-9499 Issued: 1979-1980 in CA DOB: 05/15/1967 Age: 50	
SMITH CYNTHIA E	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 07/13/2001 - 07/13/2001 <b>County:</b> SAN JOAQUIN	<b>DOB:</b> 05/08/1967 Age: 50	
BRADFORD ANITA J	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/2001 - 07/2001 County: SAN JOAQUIN	560-54-1205 Issued: 1956-1957 in CA DOB: 08/16/1935 Age: 82	Landline: (209)951-1965
VARGAS TROY E	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 12/14/1992 - 11/13/2000 <b>County:</b> SAN JOAQUIN	566-23-7401 Issued: 1973 in CA DOB: 02/21/1958 Age: 60	
SOUZAMACIEL BOB	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> SAN JOAQUIN	570-63-8003 Issued: 1981 in CA DOB: 12/10/1965 Age: 52	
VARGAS TROY E	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209-1327	566-23-7401 Issued: 1973 in CA DOB: 09/01/1959 Age: 58	

	<b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> SAN JOAQUIN		
MACIEL BOB D	<b>4</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> SAN JOAQUIN	570-63-8003 Issued: 1981 in CA DOB: 12/10/1965 Age: 52	
BABERS BILL	<b>1</b> x9812 HICKOCK DR STOCKTON CA 95209 <b>Reported:</b> 06/22/1992 - 08/05/1998 <b>County:</b> SAN JOAQUIN	572-88-5795 Issued: 1968 in CA DOB: 09/29/1952 Age: 65	
TERESI PAMELA S	5x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 12/1997 - 05/28/1998 County: SAN JOAQUIN	569-86-1521 Issued: 1967-1968 in CA DOB: 08/05/1959 Age: 58	
KONTOS PRISCILLA L	<b>1</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 05/1997 - 05/1997 <b>County:</b> SAN JOAQUIN	571-49-6610 Issued: 1978 in CA	
MACIELSOUZA BOB D	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 09/30/1996 - 09/30/1996 County: SAN JOAQUIN	570-63-8003 Issued: 1981 in CA DOB: 12/10/1965 Age: 52	
YOUNG WILLIAM J	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 06/1996 - 06/1996 County: SAN JOAQUIN		
COBERLY PRISCILLA L	<b>1</b> x9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 11/01/1995 - 11/01/1995 <b>County:</b> SAN JOAQUIN	551-15-6451 Issued: 1972 in CA DOB: 04/23/1956 Age: 62	
FORD EDNA P	<b>3</b> x9812 HICKOCK DR STOCKTON CA 95209 <b>Reported:</b> 03/1994 - 03/01/1994 <b>County:</b> SAN JOAQUIN	306-18-3542 (DECEASED) Issued: 1934-1951 in IN DOB: 07/01/1911 Age: 106	
FORD E PAULINE	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 03/01/1994 - 03/01/1994 County: SAN JOAQUIN	306-18-3542 (DECEASED) Issued: 1934-1951 in IN DOB: 09/1979 Age: 38	

FORD EDNA P	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 03/01/1994 - 03/01/1994 County: SAN JOAQUIN	306-18-3542 (DECEASED) Issued: 1934-1951 in IN DOB: 09/1979 Age: 38	
MILLER EDWIN H	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 06/30/1980 - 12/01/1993 County: SAN JOAQUIN	530-03-5942 (DECEASED) Issued: 1934-1951 in NV DOB: 07/09/1921 Age: 96	
MILLER ALBERTA A	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 06/30/1980 - 12/01/1993 County: SAN JOAQUIN	560-54-4331 Issued: 1956-1957 in CA DOB: 07/21/1941 Age: 76	
HAYES KRISTENE D	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 02/02/1991 - 02/02/1991 County: SAN JOAQUIN	560-79-7356 Issued: 1984 in CA DOB: 11/03/1967 Age: 50	
JOHNSON KRISTINE	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 02/02/1991 - 02/02/1991 County: SAN JOAQUIN	560-79-7356 Issued: 1984 in CA DOB: 11/03/1967 Age: 50	
VONHURST CHRISTINE	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 02/02/1991 - 02/02/1991 County: SAN JOAQUIN	560-79-7356 Issued: 1984 in CA DOB: 11/03/1967 Age: 50	
SALINAS KRISTINE	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 02/02/1991 - 02/02/1991 County: SAN JOAQUIN	560-79-7356 Issued: 1984 in CA DOB: 11/03/1967 Age: 50	
CLARK MARY C	2x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 03/01/1984 - 03/01/1984 County: SAN JOAQUIN	356-42-6281 Issued: 1965-1966 in IL DOB: 12/31/1949 Age: 68	
CLARK CRAIG S	1x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 03/01/1984 - 03/01/1984 County: SAN JOAQUIN	356-42-5131 Issued: 1965-1966 in IL DOB: 06/17/1949 Age: 68	
KENDRICK SHANA	1x9812 HICKOCK DR STOCKTON CA 95209 County: SAN JOAQUIN	DOB: 08/1991 Age: 26	

RUBINGER KAREN	1x9812 HICKOCK DR STOCKTON CA 95209-1327 County: SAN JOAQUIN	518-66-0278 Issued: 1967-1968 in ID DOB: 04/28/1952 Age: 66
JONES KIM R	1x9812 HICKOCK DR STOCKTON CA 95209-1327 County: SAN JOAQUIN	DOB: 10/1968 Age: 49

Exhibit 12

#### October 2, 2018

# Re: Kendrick, Ardie & Denise - 315 Hanover #301

#### DATA SEARCHES RE: ARDIE WAYNE KENDRICK aka WAYNE ARDIE KENDRICK DOB: 04/XX/1952 SSN: 561-82-6797 issued in California between 1966 and 1967.

#### **SUMMARY:**

An updated review of Address History, Property Ownership, Voter Registration and Internet/Social Media records for Denise L. Reber continued to find Mr. Kendrick's residence to be the property owned by his wife, Denise Reber-Kendrick at 9812 Hickock Drive, Stockton, CA:

- A review of findings in three address history databases for Ardie Kendrick continue to identify 9812 Hickock Drive, Stockton, CA, as his permanent place of residence.

- A 10/2/2018 review of the California Secretary of State Voter registration records for Ardie Kendrick, found Mr. Kendrick to still be registered to vote at 9812 Hickcock Dr., Stockton, CA 95209, as previously reported on 6/4/2018.

- An updated search of a nationwide Vehicle Sightings identified five sightings of license plate 7V48443 and 67465W1 (previously identified as registered to Mr. Kendrick) between May 14, 2018 and August 23, 2018. One sightings was in Vallejo, CA on August 23, 2018 (Record #3), the remaining four sightings were in the immediate vicinity of 9812 Hickock Drive, Stockton, CA.

- An updated review of online search engine inquiries and searches of social and professional networking websites since the last reporting of 6/4/2018, identified no new records or references relevant to Ardie Kendrick place of residence.

# ADDRESS HISTORY

A review of findings in three address history databases for Ardie Kendrick identified 3 current addresses: 1) 9812 Hickock Drive, Stockton, CA (07/13/2006-10/02/2018); a second address – PO Box 691381, Stockton, CA (09/2016-09/2018), and a third address – 689 4<sup>th</sup> Street, Oakland, CA (09/01/1997-09/30/2018). The only residence address identified is 9812 Hickock Drive, Stockton, CA, as 689 4<sup>th</sup> Street,

Oakland, CA has been previously identified as a commercial property associated with the business interests of Mr. Kendrick and his wife, Denise Reber-Kendrick (see the denise Kendrick 4/30/2018 and Ardie Kendrick – 6/4/2018 reports).

The reporting dates for the subject address – 315 Hanover Avenue, Apt. 301, Oakland, CA are 08/1997-01/2012.

Database #1

9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) (07/13/2006 to 10/02/2018)

PO BOX 691381, STOCKTON, CA 95269-1381 (SAN JOAQUIN COUNTY) (09/2016 to 09/2018) 8600 WEST LN SPC 138, STOCKTON, CA 95210-2217 (SAN JOAQUIN COUNTY) (09/23/2016 to 09/23/2016)

PO BOX 23824, OAKLAND, CA 94623-0824 (ALAMEDA COUNTY) (02/2015 to 11/2015) 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (09/01/1997 to 01/2015) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (08/1997 to 01/2012)

315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (08/1997 to 10/2010)

315 HANOVER AVE, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (06/18/1997 to 01/25/2007)

PO BOX 119, MOCCASIN, CA 95347-0119 (TUOLUMNE COUNTY) (04/1992 to 12/2009) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) (12/08/2005 to 12/08/2005)

4555 YALE CREEK RD, JACKSONVILLE, OR 97530-9205 (JACKSON COUNTY) (01/24/2003 to 01/24/2003)

2968 W MAIN ST, MEDFORD, OR 97501-2185 (JACKSON COUNTY) (04/1994 to 01/23/2003) 11200 GRIZZLY # CI, GROVELAND, CA 95321 (TUOLUMNE COUNTY) (08/01/1993 to 01/23/2003)

PO BOX C, TWAIN HARTE, CA 95383-1796 (TUOLUMNE COUNTY) (12/1989 to 01/23/2003) 11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (01/01/2001 to 02/15/2002)

GENERAL DELIVERY, MEDFORD, OR 97501-9999 (JACKSON COUNTY) (05/1996 to 12/1996) 20662 STEVEN CT, SOULSBYVILLE, CA 95372-9725 (TUOLUMNE COUNTY) (09/1988 to 12/1988)

321 W SUNSET ST UPPR, SONORA, CA 95370 (TUOLUMNE COUNTY) (09/1988 to 09/1988)

# Database #2

9812 HICKOCK DR, STOCKTON, CA 95209-1327, SAN JOAQUIN COUNTY (Jul 2006 - Jun 2012) 689 4TH ST, OAKLAND, CA 94607-3556, ALAMEDA COUNTY (May 1999 - Jan 2015) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361, ALAMEDA COUNTY

#### (Aug 1997 - Jan 2012)

315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Aug 1997 - Oct 2010)

6106 HARRISBURG PL, STOCKTON, CA 95207-4155, SAN JOAQUIN COUNTY (Dec 2005)
2968 W MAIN ST, MEDFORD, OR 97501-2185, JACKSON COUNTY (Apr 1994 - Jan 2003)
PO BOX 119, MOCCASIN, CA 95347-0119, TUOLUMNE COUNTY (Jun 1992 - Jan 2003)
PO BOX C, TWAIN HARTE, CA 95383-1796, TUOLUMNE COUNTY (Jun 1988 - Jan 2003)
11098 TWIN CITIES RD, GALT, CA 95632-8404, SACRAMENTO COUNTY (Feb 2002)
2968 JVILLE HWY, MEDFORD, OR 97501, JACKSON COUNTY (Sep 1999 - Oct 1999)
8 JACKSONVILLE HY MED, MEDFORD, OR 97501, JACKSON COUNTY (May 1997)
PO BOX 2137, TWAIN HARTE, CA 95383-2137, TUOLUMNE COUNTY (Jul 1996)
2345 WATERS GULCH RD, JACKSONVILLE, OR 97530-9322, JACKSON COUNTY (Apr 1994)
11200 GRIZZLY CIR, GROVELAND, CA 95321, TUOLUMNE COUNTY (Aug 1993)

#### Database #3

Name	Address	SSN / DOB	Phone
KENDRICK ARDIE WAYNE	5x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 04/08/2008 - 10/02/2018 County: SAN JOAQUIN	561-82-6797	Cell: (209)405- 3100 Landline: (209)957-6068 Landline: (510)834-1519
KENDRICK WAYNE A	1x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 09/30/2018 - 09/30/2018 <b>County:</b> ALAMEDA	561-82-6797 Issued: 1966-1967 in CA DOB: 09/1951 Age: 67	
KENDRICK WAYNE A AKA: KENDRICK, ARDIE WAYNE AKA: KENDRICK, ARDIE	5x9812 HICKOCK DR STOCKTON CA 95209-1327 Reported: 07/26/2010 - 09/30/2018 County: SAN JOAQUIN	561-82-6797 <b>Issued:</b> 1966-1967 in CA <b>DOB:</b> 04/XX/1952 <b>Age:</b> 66	Landline: (209)957-6068 Landline: (510)834-1519
KENDRICK ARDIE WAYNE	<b>5</b> x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 09/30/2006 - 09/30/2018 <b>County:</b> ALAMEDA	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Landline: (510)834-1519

KENDRICK WAYNE A	<b>3</b> x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 05/01/1999 - 09/30/2018 <b>County:</b> ALAMEDA	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Landline: (510)834-1519
KENDRICK ARDIE WAYNE	7x315 HANOVER AVE 301 OAKLAND CA 94606-1361 Reported: 09/01/1997 - 05/15/2018 County: ALAMEDA	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK ARDIE WAYNE	1xC PO BOX TWAIN HARTE CA 95383 Reported: 07/18/2001 - 05/15/2018 County: TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK ARDIE WAYNE	<b>1</b> x691381 PO BOX STOCKTON CA 95269 <b>Reported:</b> 09/24/2016 - 09/24/2016 <b>County:</b> SAN JOAQUIN	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Cell: (209)405- 3100
KENDRICK ARDIE WAYNE	<b>2</b> x6106 HARRISBURG PL STOCKTON CA 95207-4155 <b>Reported:</b> 11/29/2005 - 08/05/2011 <b>County:</b> SAN JOAQUIN	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK ARDIE WAYNE	<b>1</b> x11098 TWIN CITIES RD GALT CA 95632 <b>Reported:</b> 12/28/2005 - 12/28/2005 <b>County:</b> SACRAMENTO	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK WAYNE A	<b>1</b> x6106 HARRISBURG PL STOCKTON CA 95207-4155 <b>Reported:</b> 11/29/2005 - 11/29/2005 <b>County:</b> SAN JOAQUIN	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK ARDIE WAYNE	<b>1</b> x112 ESTATES DR PIEDMONT CA 94611 <b>Reported:</b> 08/28/2001 - 08/28/2001 <b>County:</b> ALAMEDA	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK ARDIE WAYNE	2x119 PO BOX MOCCASIN CA 95347 Reported: 05/21/1996 - 08/03/2001 County: TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Landline: (510)834-1519
KENDRICK ARDIE WAYNE	1x2968 W MAIN ST MEDFORD OR 97501-2185	561-82-6797 Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67	

	<b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> JACKSON		
KENDRICK ARDIE WAYNE	2x2968 JACKSONVILLE HW MEDFORD OR 97501-2004 Reported: 07/18/2001 - 07/18/2001 County: JACKSON	561-82-6797 Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67	
KENDRICK WAYNE A	2x11200 GRIZZLY CI GROVELAND CA 95321 Reported: 07/18/2001 - 07/18/2001 County: TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA	
KENDRICK WAYNE A	<b>3</b> x2968 W MAIN ST MEDFORD OR 97501-2185 <b>Reported:</b> 10/01/1994 - 07/18/2001 <b>County:</b> JACKSON	561-82-6797 Issued: 1966-1967 in CA DOB: 09/1951 Age: 67	
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x POB C TWAIN HARTE CA 95383-1796 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67	
KENDRICK WAYNE A	2x PO BOX C TWAIN HARTE CA 95383-1796 Reported: 07/18/2001 - 07/18/2001 County: TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA	
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	1x2968 JACKSONVILLE HY MEDFORD OR 97501 Reported: 07/18/2001 - 07/18/2001 County: JACKSON	561-82-6797 Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67	
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x11200 GRIZZLY GROVELAND CA 95321-9544 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67	
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x POB 119 MOCCASIN CA 95347-0119 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67	
KENDRICK WAYNE A	<b>3</b> x PO BOX 119 MOCCASIN CA 95347-0119 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA DOB: 09/1951 Age: 67	

KENDRICK ARDIE WAYNE	1x2968 JVILLE HWY MEDFORD OR 97501 Reported: 12/07/1999 - 12/07/1999 County: JACKSON	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE WAYNE	1x2137 PO BOX TWAIN HARTE CA 95383 Reported: 09/12/1998 - 09/12/1998 County: TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE WAYNE	1x2968 W MAIN ST MEDFORD OR 97501 Reported: 12/18/1994 - 09/16/1997 County: JACKSON	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK WAYNE A	<b>3</b> x315 HANOVER AV 101 OAKLAND CA 94606-1361 <b>Reported:</b> 09/01/1997 - 09/01/1997 <b>County:</b> ALAMEDA	561-82-6797 Issued: 1966-1967 in CA DOB: 09/1951 Age: 67
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x315 HANOVER 101 OAKLAND CA 94606-1361 <b>Reported:</b> 09/01/1997 - 09/01/1997 <b>County:</b> ALAMEDA	561-82-6797 Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67
KENDRICK ARDIE WAYNE	1x CO CHILD SUPPORT ENFORCEMENT MEDFORD OR 97501 Reported: 05/16/1997 - 05/16/1997 County: JACKSON	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK WAYNE A	<b>3</b> x PO BOX 2137 TWAIN HARTE CA 95383-2137 <b>Reported:</b> 07/01/1996 - 07/01/1996 <b>County:</b> TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA DOB: 09/1951 Age: 67
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x POB 2137 TWAIN HARTE CA 95383-2137 <b>Reported:</b> 07/01/1996 - 07/01/1996 <b>County:</b> TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67
KENDRICK ARDIE WAYNE	<b>1</b> x CO MEDFORD SUPP MEDFORD OR 97501 <b>Reported:</b> 03/12/1996 - 03/12/1996 <b>County:</b> JACKSON	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66

KENDRICK ARDIE WAYNE	2x11200 GRIZZLY CIR GROVELAND CA 95321 Reported: 08/01/1993 - 08/27/1993 County: TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE WAYNE	1xC371 PO BOX TWAIN HARTE CA 95383 Reported: 11/01/1992 - 07/31/1993 County: TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK WAYNE A	1xC PO BOX TWAIN HARTE CA 95383-1796 Reported: 11/01/1992 - 11/01/1992 County: TUOLUMNE	561-82-6797 Issued: 1966-1967 in CA DOB: 09/1951 Age: 67

# **<u>VEHICLE SIGHTINGS</u>**:

An updated search of a nationwide Vehicle Sightings database, sinc the previous reporting of 6/14/2018, identified five sightings of license plate 7V48443 and 67465W1 (previously identified as registered to Mr. Kendrick) between May 14, 2018 and August 23, 2018. One sightings was in Vallejo, CA on August 23, 2018 (Record #3), the remaining four sightings were in the immediate vicinity of 9812 Hickock Drive, Stockton, CA.

Record #	Location Address	Plate	Date	Time	Large Image	Additional Details
1	<u>9811 Hickock Dr. Stockton, CA</u> 95209, USA	7V48443	05-28-18	11:57:11		* Total Detections: 57 * First Seen: 05-05-10 * Last Seen: 05-28-18
2	9811 Hickock Dr. Stockton, CA 95209, USA	7V48443	05-14-18			* Total Detections: 57 * First Seen: 05-05-10 * Last Seen: 05-28-18

ЗА	<u>Unnamed Road, Vallejo, CA 94591,</u> <u>USA</u>	67465W1	08-23-18	03:27:26	
3B	<u>Unnamed Road, Vallejo, CA 94591, .</u> <u>USA</u>	67465W1	08-23-18	03:26:49	
44	9819 Hickock Dr, Stockton, CA 95209, USA	67465W1	05-28-18	11:57:10	**



# **VOTER REGISTRATION RECORDS:**

A 10/2/2018 review of the California Secretary of State Voter registration records for Ardie Kendrick, found Mr. Kendrick to still be registered to vote at 9812 Hickcock Dr., Stockton, CA 95209, as previously reported on 6/4/2018.



First name	ARDIE
Last name	KENDRICK
Your preferred language to receive election material is	ENGLISH
Address where you are registered to vote	9812 HICKOCK DR STOCKTON 95209
Your political party preference is	DEMOCRATIC
You are registered as a permanent vote-by-mail voter	YES
You are registered to vote in	SAN JOAQUIN COUNTY
	County website: http://www.sjcrov.org/
	County phone: 209-468-2885

# **INTERNET SEARCHES:**

An updated review of online search engine inquiries and searches of social and professional networking websites since the last reporting of 6/4/2018, identified no new records or references relevant to Ardie Kendrick place of residence.

Exhibit 13

#### February 27, 2019

### Re: Kendrick, Ardie & Denise - 315 Hanover #301

#### DATA SEARCHES RE: ARDIE WAYNE KENDRICK aka WAYNE ARDIE KENDRICK aka ARDI WAYNE KENDRICK DOB: 04/XX/1952 SSN: 561-82-XXXX issued in California between 1966 and 1967.

#### CONCLUSIONS:

An updated review of databases shows that a preponderance of the evidence continues to supports a conclusion that Ardie Kendrick's current permanent place of residence is not the subject property, 315 Hanover, #301, Oakland, but rather is 9812 Hickock Drive, Stockton, CA. Specific evidence supporting this conclusion includes:

- 1. A review of findings in three address history databases for Ardie Kendrick identified 3 current addresses: 1) 9812 Hickock Drive, Stockton, CA (07/13/2006-2/27/2019); a second address PO Box 691381, Stockton, CA (09/2016-2/2019). The July 2006 initial reporting date for the Stockton address is much more recent than the 9/1/1997 initial reporting date for the subject property, indicating that Ardie Kendrick's residency at 9812 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely his current residence. The reporting dates for the subject address 315 Hanover Avenue, Apt. 301, Oakland, CA was 08/1997-5/15/2018.
- 2. Updated DMV records found:

<u>Record #1</u>: On February 27, 2019, a search of California Department of Motor Vehicle license plate 67465W1 identified the registered owner as Ardie W Kendrick with registration issued date of 07/08/2018 and expiration date of 07/31/2019.

<u>Record #2</u>: On February 27, 2019, a search of California Department of Motor Vehicle license plate 7V48443 identified the registered owners as Ardie W Kendrick and Denise Kendrick with registration issue date of 04/29/18 and expiration date on 04/30/2019.

3. <u>Record #1</u>: On February 27, 2019, an updated nationwide search of the license plates keyed to abovementioned license plate numbers identified six new sightings of license plate 67465W1 since the last sightings on March 21, 2018 (see older report), two sightings were in Vallejo, CA on August 23, 2018 and the remaining four sightings were in the immediate vicinity of 9812 Hickock Drive, Stockton, CA between May 15, 2018 and August 23, 2018.

<u>Record #2</u>: On February 27, 2019, an updated nationwide search of the license plates keyed to abovementioned license plate numbers identified two new sightings of license plate 7V48443 since the last sightings on March 1, 2018 (see older report). Both sightings were in the immediate vicinity of 9811 Hickock Drive, Stockton, CA between May 14, 2018 and May 28, 2018.

4. Mr. Kendrick moved his registration from 689 4<sup>th</sup> Street, Oakland, CA to 9812 Hickock Drive, Stockton, CA on 5/23/2016, where it currently remains.

#### SUMMARY:

#### ADDRESS HISTORY

A review of findings in three address history databases for Ardie Kendrick identified 3 current addresses: 1) 9812 Hickock Drive, Stockton, CA (07/13/2006-2/27/2019); a second address – PO Box 691381, Stockton, CA (09/2016-2/2019). The July 2006 initial reporting date for the Stockton address is much more recent than the 9/1/1997 initial reporting date for the subject property, indicating that Ardie Kendrick's residency at 9812 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely his current residence.

The reporting dates for the subject address – 315 Hanover Avenue, Apt. 301, Oakland, CA was 08/1997-5/15/2018.

(See pages \*)

#### ALAMEDA COUNTY RECORDER INDEXES:

A search of Alameda County Recorder's indexes, identified five recordings under Ardie Kendrick, between 1997-2008:

(See pages \*)

#### SAN JOAQUIN COUNTY RECORDER INDEXES:

A search of San Joaquin County Recorder's indexes, identified 12 recordings under Ardie Kendrick, Ardie W Kendrick and Ardie Wayne Kendrick, between 2005-2016:

(See pages \*)

# **CALIFORNIA DMV RECORDS:**

<u>Record #1</u>: On February 27, 2019, a search of California Department of Motor Vehicle license plate 67465W1 identified the registered owner as Ardie W Kendrick with registration issued date of 07/08/2018 and expiration date of 07/31/2019.

<u>Record #2</u>: On February 27, 2019, a search of California Department of Motor Vehicle license plate 7V48443 identified the registered owners as Ardie W Kendrick and Denise Kendrick with registration issue date of 04/29/18 and expiration date on 04/30/2019.

(See pages \*)

# **VEHICLE SIGHTINGS**:

<u>Record #1</u>: On February 27, 2019, an updated nationwide search of the license plates keyed to abovementioned license plate numbers identified six new sightings of license plate 67465W1 since the last sightings on March 21, 2018 (see older report), two sightings were in Vallejo, CA on August 23, 2018 and the remaining four sightings were in the immediate vicinity of 9812 Hickock Drive, Stockton, CA between May 15, 2018 and August 23, 2018.

<u>Record #2</u>: On February 27, 2019, an updated nationwide search of the license plates keyed to abovementioned license plate numbers identified two new sightings of license plate 7V48443 since the last sightings on March 1, 2018 (see older report). Both sightings were in the immediate vicinity of 9811 Hickock Drive, Stockton, CA between May 14, 2018 and May 28, 2018.

(See pages \*)

# **VOTER REGISTRATION:**

<u>Record #1</u>: On February 27, 2019, an online search of Alameda Voter Registration records keyed to Date of Birth: 04/XX/1952 and Last 4 SSN: XXXX; identified no records.

<u>Record #2</u>: On February 27, 2019, an online search of CA SOS Voter Registration records keyed to First Name: Ardie; Last Name: Kendrick: CA Driver License: A0105545; Last 4 SSN: XXXX and Date of

Birth 04/XX/1952, identified a current voter registration record for Ardie Kendrick in San Joaquin County with address listed as 9812 Hickock Drive, Stockton, CA 95209.

<u>Record #3</u>: An archived database record identified a voter registration for Ardie Kendrick at 9812 Hickock Drive, Stockton, CA. Date of registration was 05/23/2016.

<u>Record #4</u>: An archived database record identified a voter registration for Ardie Kendrick at 689 4<sup>th</sup> Street, Oakland, CA. Date of registration was 03/29/2010.

The foregoing indicates that Mr. Kendrick moved his registration from 689 4<sup>th</sup> Street, Oakland, CA to 9812 Hickock Drive, Stockton, CA on 5/23/2016, where it currently remains.

(See pages \*)

#### **INTERNET SEARCHES:**

Online search engine inquiries and searches of social and professional networking websites for Ardie Kendrick, identified no new postings were found since the last update on October 2, 2018.

(See pages 45-71)

#### **SUBJECT INFO:**

Name: Ardie Wayne Kendrick aka Wayne Ardie Kendrick aka Ardi Wayne Kendrick DOB: 04/XX/1952 SSN: 561-82-XXXX issued in California between 1966 and 1967.

#### **ADDRESS HISTORY**

A review of findings in three address history databases for Ardie Kendrick identified 3 current addresses: 1) 9812 Hickock Drive, Stockton, CA (07/13/2006-2/27/2019); a second address – PO Box 691381, Stockton, CA (09/2016-2/2019). The July 2006 initial reporting date for the Stockton address is much more recent than the 9/1/1997 initial reporting date for the subject property, indicating that Ardie Kendrick's residency at 9812 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely his current residence.

The reporting dates for the subject address – 315 Hanover Avenue, Apt. 301, Oakland, CA was 08/1997-5/15/2018.

Database #1

9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) (07/13/2006 to 02/27/2019)

PO BOX 691381, STOCKTON, CA 95269-1381 (SAN JOAQUIN COUNTY) (09/2016 to 02/2019) 8600 WEST LN SPC 138, STOCKTON, CA 95210-2217 (SAN JOAQUIN COUNTY) (09/23/2016 to 09/23/2016)

PO BOX 23824, OAKLAND, CA 94623-0824 (ALAMEDA COUNTY) (02/2015 to 11/2015) 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (09/01/1997 to 01/2015) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (08/1997 to 01/2012)

315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (08/1997 to 10/2010)

315 HANOVER AVE, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (06/18/1997 to 01/25/2007)

PO BOX 119, MOCCASIN, CA 95347-0119 (TUOLUMNE COUNTY) (04/1992 to 12/2009) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) (12/08/2005 to 12/08/2005)

4555 YALE CREEK RD, JACKSONVILLE, OR 97530-9205 (JACKSON COUNTY) (01/24/2003 to 01/24/2003)

2968 W MAIN ST, MEDFORD, OR 97501-2185 (JACKSON COUNTY) (04/1994 to 01/23/2003) 11200 GRIZZLY # CI, GROVELAND, CA 95321 (TUOLUMNE COUNTY) (08/01/1993 to 01/23/2003)

PO BOX C, TWAIN HARTE, CA 95383-1796 (TUOLUMNE COUNTY) (12/1989 to 01/23/2003) 11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (01/01/2001 to 02/15/2002)

GENERAL DELIVERY, MEDFORD, OR 97501-9999 (JACKSON COUNTY) (05/1996 to 12/1996) 20662 STEVEN CT, SOULSBYVILLE, CA 95372-9725 (TUOLUMNE COUNTY) (09/1988 to 12/1988)

321 W SUNSET ST UPPR, SONORA, CA 95370 (TUOLUMNE COUNTY) (09/1988 to 09/1988)

## Database #2

9812 HICKOCK DR, STOCKTON, CA 95209-1327, SAN JOAQUIN COUNTY (Jul 2006 - Jun 2012) 689 4TH ST, OAKLAND, CA 94607-3556, ALAMEDA COUNTY (May 1999 - Jan 2015) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Aug 1997 - Jan 2012) 315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Aug 1997 - Oct 2010)

6106 HARRISBURG PL, STOCKTON, CA 95207-4155, SAN JOAQUIN COUNTY (Dec 2005) 2968 W MAIN ST, MEDFORD, OR 97501-2185, JACKSON COUNTY (Apr 1994 - Jan 2003) PO BOX 119, MOCCASIN, CA 95347-0119, TUOLUMNE COUNTY (Jun 1992 - Jan 2003) PO BOX C, TWAIN HARTE, CA 95383-1796, TUOLUMNE COUNTY (Jun 1988 - Jan 2003) 11098 TWIN CITIES RD, GALT, CA 95632-8404, SACRAMENTO COUNTY (Feb 2002) 2968 JVILLE HWY, MEDFORD, OR 97501, JACKSON COUNTY (Sep 1999 - Oct 1999) 8 JACKSONVILLE HY MED, MEDFORD, OR 97501, JACKSON COUNTY (May 1997) PO BOX 2137, TWAIN HARTE, CA 95383-2137, TUOLUMNE COUNTY (Jul 1996) 2345 WATERS GULCH RD, JACKSONVILLE, OR 97530-9322, JACKSON COUNTY (Apr 1994) 11200 GRIZZLY CIR, GROVELAND, CA 95321, TUOLUMNE COUNTY (Aug 1993)

## Database #3

Name	Address	SSN / DOB	Phone
KENDRICK ARDIE WAYNE	1x9812 HICKOCK DR STOCKTON CA 95209 Reported: 07/06/2006 - 01/01/2019 County: SAN JOAQUIN	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Cell: (209)405- 3100 Landline: (209)957-6068 Landline: (510)834-1519
KENDRICK ARDIE WAYNE	2x315 HANOVER AVE 301 OAKLAND CA 94606 Reported: 09/01/1997 - 05/15/2018 County: ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK ARDIE WAYNE	<b>1</b> xC PO BOX TWAIN HARTE CA 95383 <b>Reported:</b> 07/15/2001 - 05/15/2018 <b>County:</b> TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK ARDIE WAYNE	<b>1</b> x691381 PO BOX STOCKTON CA 95269 <b>Reported:</b> 09/24/2016 - 09/24/2016 <b>County:</b> SAN JOAQUIN	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	Cell: (209)405- 3100
KENDRICK ARDIE WAYNE	<b>1</b> x6106 HARRISBURG PL STOCKTON CA 95207 <b>Reported:</b> 08/05/2011 - 08/05/2011 <b>County:</b> SAN JOAQUIN	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66	
KENDRICK WAYNE A	1x9812 HICKOCK DR STOCKTON CA 95209-1327	561-82-XXXX Issued: 1966-1967 in CA	

AKA: KENDRICK, ARDIE WAYNE AKA: KENDRICK, ARDIE	<b>Reported:</b> 07/26/2010 - 07/26/2010 <b>County:</b> SAN JOAQUIN	
KENDRICK ARDIE WAYNE	1x689 4TH ST OAKLAND CA 94607 <b>Reported:</b> 06/11/1999 - 09/30/2006 <b>County:</b> ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66 Landline: (510)834-1519
KENDRICK ARDIE WAYNE	<b>1</b> x11098 TWIN CITIES RD GALT CA 95632 <b>Reported:</b> 12/28/2005 - 12/28/2005 <b>County:</b> SACRAMENTO	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE WAYNE	<b>1</b> x112 ESTATES DR PIEDMONT CA 94611 <b>Reported:</b> 08/28/2001 - 08/28/2001 <b>County:</b> ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE WAYNE	2x119 PO BOX MOCCASIN CA 95347 Reported: 05/21/1996 - 08/03/2001 County: TUOLUMNE	561-82-XXXX <b>Issued:</b> 1966-1967 in CA <b>DOB:</b> 04/XX/1952 <b>Age:</b> 66 Landline: (510)834-1519
KENDRICK WAYNE A	2x11200 GRIZZLY CI GROVELAND CA 95321 Reported: 07/18/2001 - 07/18/2001 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x POB C TWAIN HARTE CA 95383-1796 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67
KENDRICK WAYNE A	2x2968 W MAIN ST MEDFORD OR 97501-2185 Reported: 07/18/2001 - 07/18/2001 County: JACKSON	561-82-XXXX Issued: 1966-1967 in CA
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x11200 GRIZZLY GROVELAND CA 95321-9544 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67
KENDRICK ARDIE WAYNE	1x2968 W MAIN ST MEDFORD OR 97501-2185	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67

	<b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> JACKSON	
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	1x2968 JACKSONVILLE HY MEDFORD OR 97501 Reported: 07/18/2001 - 07/18/2001 County: JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67
KENDRICK ARDIE WAYNE	2x2968 JACKSONVILLE HW MEDFORD OR 97501-2004 <b>Reported:</b> 07/18/2001 - 07/18/2001 <b>County:</b> JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67
KENDRICK WAYNE A	2x PO BOX C TWAIN HARTE CA 95383-1796 Reported: 07/18/2001 - 07/18/2001 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x POB 119 MOCCASIN CA 95347-0119 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67
KENDRICK WAYNE A	2x PO BOX 119 MOCCASIN CA 95347-0119 Reported: 11/13/2000 - 11/13/2000 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA
KENDRICK ARDIE WAYNE	1x2968 JVILLE HWY MEDFORD OR 97501 Reported: 12/07/1999 - 12/07/1999 County: JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK WAYNE A	2x689 4TH ST OAKLAND CA 94607-3556 <b>Reported:</b> 05/01/1999 - 05/01/1999 <b>County:</b> ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA
KENDRICK ARDIE WAYNE	1x2137 PO BOX TWAIN HARTE CA 95383 Reported: 09/12/1998 - 09/12/1998 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE WAYNE	1x2968 W MAIN ST MEDFORD OR 97501 Reported: 12/18/1994 - 09/16/1997 County: JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66

KENDRICK WAYNE A	2x315 HANOVER AV 101 OAKLAND CA 94606-1361 Reported: 09/01/1997 - 09/01/1997 County: ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x315 HANOVER 101 OAKLAND CA 94606-1361 <b>Reported:</b> 09/01/1997 - 09/01/1997 <b>County:</b> ALAMEDA	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67
KENDRICK ARDIE WAYNE	1x CO CHILD SUPPORT ENFORCEMENT MEDFORD OR 97501 Reported: 05/16/1997 - 05/16/1997 County: JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE WAYNE <b>AKA:</b> KENDRICK, WAYNE A	<b>3</b> x POB 2137 TWAIN HARTE CA 95383-2137 <b>Reported:</b> 07/01/1996 - 07/01/1996 <b>County:</b> TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/01/1951 Age: 67
KENDRICK WAYNE A	2x PO BOX 2137 TWAIN HARTE CA 95383-2137 Reported: 07/01/1996 - 07/01/1996 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA
KENDRICK ARDIE WAYNE	<b>1</b> x CO MEDFORD SUPP MEDFORD OR 97501 <b>Reported:</b> 03/12/1996 - 03/12/1996 <b>County:</b> JACKSON	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE WAYNE	2x11200 GRIZZLY CIR GROVELAND CA 95321 Reported: 08/01/1993 - 08/27/1993 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66
KENDRICK ARDIE WAYNE	1xC371 PO BOX TWAIN HARTE CA 95383 Reported: 11/01/1992 - 07/31/1993 County: TUOLUMNE	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 66

## **ALAMEDA COUNTY RECORDER INDEXES:**

A search of Alameda County Recorder's indexes, identified five recordings under Ardie Kendrick, between 1997-2008:

#	Instrument # Book-Page	Date Filed	Document Type	Name Associated Name	Index Status
1	<u>2004481385</u>	10/27/2004	ABSTRACT OF JUDGMENT NO FEE	[R] KENDRICK ARDIE [E] COUNTY ALAMEDA DISTRICT ATTORNEY	Perm
2	<u>2003218990</u> <u>0-0</u>	04/15/2003	ABSTRACT OF JUDGMENT NO FEE	[R] KENDRICK ARDIE W [E] COUNTY TUOLUMNE DIST ATTY	Perm
3	<u>2008061297</u>	02/20/2008	SUBSTITUTION OF PAYEE (NO FEE)	[R] KENDRICK ARDIE W (+) [E] COUNTY ALAMEDA DISTRICT ATTORNEY	Perm
4	<u>97273547</u> <u>0-0</u>	10/17/1997	JUDGMENT	[R] KENDRICK ARDIE WAYNE [E] COUNTY TUOLUMNE DIST ATTY	Perm
5	<u>99220962</u> <u>0-0</u>	06/14/1999	JUDGMENT	[R] KENDRICK ARDIE WAYNE [E] COUNTY TUOLUMNE DIST ATTY	Perm

## **SAN JOAQUIN COUNTY RECORDER INDEXES:**

A search of San Joaquin County Recorder's indexes, identified 12 recordings under Ardie Kendrick, Ardie W Kendrick and Ardie Wayne Kendrick, between 2005-2016:

howin	g page 1 of 1 for 12 Total Results	Name Search - Web Grantor and Grantee contains	kendrick ardie*
F	2016-022026 • Fictitious Business Name		
	Recording Date 02/26/2016	Grantor HANDYPLUS	Grantee KENDRICK ARDIE V
R	2012-073721 • Release-Federal		
	Recording Date 06/13/2012	Grantor <b>USA INTERNAL REV</b>	Grantee (2) KENDRICK ARDIE
F	2011-070556 • Fictitious Business Name		
	Recording Date 06/13/2011	Grantor (4) KENDRICK ARDIE W	Grantee
R	2010-149309 • Release-State		
	Recording Date 11/17/2010	Grantor CALIFORNIA ST FRANCHISE TAX	Grantee (2) KENDRICK ARDIE
0	2010-075035 • Lien/Judgment-Federal		
	Recording Date 06/07/2010	Grantor (2) KENDRICK ARDIE	Grantee USA INTERNAL REV
S	2008-022617 • Support Payment - Amend		
-	Recording Date 02/08/2008	Grantor (2) KENDRICK ARDIE W	Grantee (2) ALAMEDA COU

	2008-020923 • Lien/Judgment-State		
	Recording Date	Grantor (2)	Grantee
	02/06/2008	KENDRICK ARDIE	CALIFORNIA ST FRANCHISE TAX
C	2006-180263 • Lien/Judgment-County		
	Recording Date	Grantor	Grantee
	08/23/2006	KENDRICK ARDIE WAYNE	TUOLUMNE COU
0	2006-180253 • Lien/Judgment-County		
	Recording Date	Grantor	Grantee
	08/23/2006	KENDRICK ARDIE WAYNE	TUOLUMNE COU
0	2006-180252 • Lien/Judgment-County		
	Recording Date	Grantor	Grantee
	08/23/2006	KENDRICK ARDIE W	TUOLUMNE COU
D	2006-150630 • Deed		
	Recording Date	Grantor	Grantee (2)
	07/13/2006	KENDRICK ARDIE W	REBER DENISE
D	2005-306095 • Deed		
	Depending Defe	Crasha	Creation
	Recording Date 12/08/2005	Grantor KENDRICK ARDIE	Grantee REBER DENISE L
	12/ 00/ 2003	KEIIDRICK ANDIE	NEDEN DENISE L

#### **DMV RECORDS:**

<u>Record #1</u>: On February 27, 2019, a search of California Department of Motor Vehicle license plate 67465W1 identified the registered owner as Ardie W Kendrick with registration issued date of 07/08/2018 and expiration date of 07/31/2019.

<u>Record #2</u>: On February 27, 2019, a search of California Department of Motor Vehicle license plate 7V48443 identified the registered owners as Ardie W Kendrick and Denise Kendrick with registration issue date of 04/29/18 and expiration date on 04/30/2019.

SEQ:7014112 CUST#:0L97595 OV	REF: AGENT: THERES	SA WO	REC DATE:	02/27/19 TIME:	2:36pm
	ON-LINE VEHICI	LE RECORD P	FOR THE STA	ATE OF CA	
ITEM REQUESTED: 6746		SIC RECORD-			

LICENSE: 67465W1 VEH ID NO: 1FTEX1CP1HKD43495 MODEL YEAR: 17 MAKE/BUILDER: FORD POWER/FUEL: G - GAS VLF CLASS: KA (\$35,000 TO \$35,199.99) # OF AXLES: 2 UNLADEN WEIGHT: 04322 LEG OWNER CD: Z DATE EXPIRES: 07/31/19 REGISTRATION ISSUE DATE: 07/08/18 SOLD/PURCHASED: 00/00/17 OWNERSHIP ISSUE DATE: 12/27/17 BODY CODE: P - PICKUP BODY TYPE MODEL: PK - PICKUP TYPE LICENSE: 31 - REGULAR COMMERCIAL TYPE VEHICLE: 32 - COMMERCIAL OLD KENDRICK ARDIE W BK STOCKTON PO BX 1110 STOCKTON 95201 08/17/17 SMOG DUE 07/31/23 LIENHOLDER PAPERLESS TITLE L08171229 07/28/2017-ODOMETER: 18 MILES ACTUAL MILEAGE ESTIMATE ONLY! Based on information received from DMV. It does not include transfers, duplicates, etc. We make no representation or warranties, either expressed or implied, regarding the currentness, accuracy and/or completeness of any data.

NO FEES CURRENTLY DUE BASED ON REGISTRATION DUE DATE OF 07/31/2019.

#### Record #2

SEQ:7013236 REF: CUST#:OL97595 OV AGENT: THERESA WO REC DATE: 02/27/19 TIME: 11:09AM \_\_\_\_\_ ON-LINE VEHICLE RECORD FOR THE STATE OF CA \_\_\_\_\_ ITEM REQUESTED: 7V48443 -----BASIC RECORD------LICENSE: 7V48443 VEH ID NO: 1FTRX17273NA42012 MODEL YEAR: 03 MAKE/BUILDER: FORD POWER/FUEL: G - GAS VLF CLASS: EN (\$19,600 TO \$19,799.99) \*-YEAR: 05 # OF AXLES: 2 UNLADEN WEIGHT: 04420 LEG OWNER CD: 9 DATE EXPIRES: 04/30/19 REGISTRATION ISSUE DATE: 04/29/18

SOLD/PURCHASED: / / OWNERSHIP ISSUE DATE: 05/26/10 BODY CODE: P - 4 DR EXTENDED CAB PICKUP BODY TYPE MODEL: 4C - 4 DR EXTENDED CAB PICKUP TYPE LICENSE: 31 - REGULAR COMMERCIAL TYPE VEHICLE: 37 - COMMERCIAL OLD NON-RESIDENT -----REGISTERED OWNER-----KENDRICK ARDIE W OR KENDRICK DENISE 04/26/17 SMOG DUE 04/30/19 07/21/05 PREV LIC 313143S 12/15/18 SMOG INSPECTION AT STAR STATION REQD 05/14/2010-ODOMETER: 104,500 MILES ACTUAL MILEAGE ESTIMATE ONLY! Based on information received from DMV. It does not include transfers, duplicates, etc. We make no representation or warranties, either expressed or implied, regarding the currentness, accuracy and/or completeness of any data. NEXT REGISTRATION DUE IN 62 DAYS! REG CHP FEE LIC FEE ABATEMNT WEIGHT COUNTY TOTAL DUE 04/30/2019 57 26 19 0 80 15 197 

#### **VEHICLE SIGHTINGS**:

<u>Record #1</u>: On February 27, 2019, an updated nationwide search of the license plates keyed to abovementioned license plate numbers identified six new sightings of license plate 67465W1 since the last sightings on March 21, 2018 (see older report), two sightings were in Vallejo, CA on August 23, 2018 and the remaining four sightings were in the immediate vicinity of 9812 Hickock Drive, Stockton, CA between May 15, 2018 and August 23, 2018.

<u>Record #2</u>: On February 27, 2019, an updated nationwide search of the license plates keyed to abovementioned license plate numbers identified two new sightings of license plate 7V48443 since the last sightings on March 1, 2018 (see older report). Both sightings were in the immediate vicinity of 9811 Hickock Drive, Stockton, CA between May 14, 2018 and May 28, 2018.

Record #	Plate 1	DateTime	GMTDateTime	Location Address	IR Plate	Color Overview
1	67465 <mark>W</mark> 1	08-23-18 03:27:26 PM	08-23-18 10:27:26 PM	Unnamed Road, Vallejo, CA 94591, USA	6746581	
2	67465W1	08-23-18 03:26:49 PM	08-23-18 10:26:49 PM	Unnamed Road, Vallejo, CA 94591, USA	67465W1	
3	67465W1	05-28-18 11:57:10 PM	05-29 <mark>-</mark> 18 06:57:10 AM	9819 Hickock Dr, Stockton, CA 95209, USA	6746511	÷
4	67465W1	05-28-18 11:56:40 PM	05-29 <mark>-</mark> 18 06:56:40 AM	9819 Hickock Dr, Stockton, CA 95209, USA	67465W1	
5	67465W1	05-14-18 11:59:28 PM	05-15-18 06:59:28 AM	9819 Hickock Dr, Stockton, CA 95209, USA	67465W1	-
6	67465W1	05-14-18 11:58:54 PM	05-15-18 06:58:54 AM	9819 Hickock Dr, Stockton, CA 95209, USA	67465W1	-

## Record #2

Record #	Plate 1	DateTime	GMTDateTime	Location Address	IR Plate	Color Overview
1	7V48443	05-28-18 11:57:11 PM	05-29-18 06:57:11 AM	9811 Hickock Dr, Stockton, CA 95209, USA	TV48443	
2	7V48443	05-14-18 11:59:28 PM	05-15-18 06:59:28 AM	9811 Hickock Dr, Stockton, CA 95209, USA	7448443	: : ::::::::::::::::::::::::::::::::::

## **VOTER REGISTRATION:**

<u>Record #1</u>: On February 27, 2019, an online search of Alameda Voter Registration records keyed to Date of Birth: 04/XX/1952 and Last 4 SSN: XXXX; identified no records.

<u>Record #2</u>: On February 27, 2019, an online search of CA SOS Voter Registration records keyed to First Name: Ardie; Last Name: Kendrick: CA Driver License: A0105545; Last 4 SSN: XXXX and Date of Birth 04/XX/1952, identified a current voter registration record for Ardie Kendrick in San Joaquin County with address listed as 9812 Hickock Drive, Stockton, CA 95209.

<u>Record #3</u>: An archived database record identified a voter registration for Ardie Kendrick at 9812 Hickock Drive, Stockton, CA. Date of registration was 05/23/2016.

<u>Record #4</u>: An archived database record identified a voter registration for Ardie Kendrick at 689 4<sup>th</sup> Street, Oakland, CA. Date of registration was 03/29/2010.

The foregoing indicates that Mr. Kendrick moved his registration from 689 4<sup>th</sup> Street, Oakland, CA to 9812 Hickock Drive, Stockton, CA on 5/23/2016, where it currently remains.



## My Voter Profile

Error: Invalid Log	gin
Unfortunately, we could not verify your upon the information you provided. Plea you entered. The birth date, and drive number must be valid. You must be a reg the information to be t	se check the information rs license number/SSN jistered voter, in order for
If you believe that the information you en contact Registrar of Voters Office via en 272-6973 to verify your voter	mail or by phone at 510
Birth Date (example, <b>01/01/1900</b> )	04/क7952
California Driver License/California ID:	
Last 4 digits of your Social Security Number:	æ
To try again, <u>Click</u>	nere.



#### Record #3

Name: ARDIE WAYNE KENDRICK Address: 9812 HICKOCK DR, STOCKTON, CA 95209 (SAN JOAQUIN COUNTY) Date of Registration: 05/23/2016 DOB: 04/XX/1952 (66) Party: Democrat Gender: Male

#### Record #4

Name: ARDIE KENDRICK Address: 689 4TH ST, OAKLAND, CA 94607 (ALAMEDA COUNTY) Date of Registration: 03/29/2010 DOB: 04/XX/1952 (66) Party: Democrat Gender: Male Exhibit 14

#### August 20, 2019

#### Re: Kendrick, Ardie & Denise - 315 Hanover #301

#### DATA SEARCHES RE: ARDIE WAYNE KENDRICK aka WAYNE ARDIE KENDRICK aka ARDI <u>WAYNE KENDRICK</u> <u>DOB: 04/XX/1952</u> <u>SSN: 561-82-XXXX issued in California between 1966 and 1967.</u>

#### **CONCLUSIONS:**

An updated review of databases shows that a preponderance of the evidence continues to support a conclusion that Ardie Kendrick's current permanent place of residence is not the subject property, 315 Hanover, #301, Oakland, CA but rather is 9812 Hickock Drive, Stockton, CA. Specific evidence supporting this conclusion includes:

1) A review of findings in three address history databases for Ardie Kendrick identified two current addresses: 1) 9812 Hickock Drive, Stockton, CA (07/13/2006-08/05/2019) and a second address of PO Box 691381, Stockton, CA (09/2016-07/2019). The reporting dates for the subject address, 315 Hanover Avenue, Apt. 301, Oakland, CA are 08/1997-5/15/2018. The July 2006 initial reporting date for the Stockton address is much more recent than the 08/1997 initial reporting date for the subject property, indicating that Ardie Kendrick's residency at 9812 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely his current residence.

2) An inquiry of California DMV vehicle registration records by license plate number 67465W1 identified a 2017 Ford Pickup registered to Ardie W. Kendrick with registration date of 07/04/2019. The vehicle is financed by the Bank of Stockton.

3) An inquiry of California DMV vehicle registration records keyed to the 9812 Hickock, Stockton, CA identified a 2003 Ford – license plate 7V48443, and a 2017 Ford – license plate 67455W1, registered to Ardie Kendrick. The registration date for the 2003 Ford Pickup was 5/25/2019 and the registration date for the 2017 Ford Pickup was 7/4/2019. The 2017 vehicle was financed y the Bank of Stockton.

4) On August 5, 2019, an updated search of a nationwide Vehicle Sightings database under a 2003 Ford pick-up owned by Mr. identified one new sighting since the sightings last reported on February 27, 2019. The new sighting was were in the immediate vicinity of 9812 Hickock Drive, Stockton, CA on April 17, 2019 at 3:46am.

5)) On August 8, 2019, an updated search of a nationwide Vehicle Sightings database under a 2017 Ford pick-up owned by Mr. Kendrick identified two new sightings since the last sightings last reported on February 27, 2019.. Both sightings were in the immediate vicinity of the residence at9812 Hickock Drive, Stockton, CA on May 14, 2018 at 11:49pm and May 29, 2018 at 11:57pm.

6) On August 5, 2019, an online search of CA SOS Voter Registration records keyed to First Name: Ardie; Last Name: Kendrick: CA Driver License: A0105545; Last 4 SSN: XXXX and Date of Birth 04/XX/1952, identified a current voter registration record for Ardie Kendrick in San Joaquin County with address listed as 9812 Hickock Drive, Stockton, CA 95209. Secretary of State records indicate Mr. Kendrick last voted on the November 6, 2018.

#### **SUMMARY:**

#### ADDRESS HISTORY

A review of findings in three address history databases for Ardie Kendrick identified two current addresses: 1) 9812 Hickock Drive, Stockton, CA (07/13/2006-08/05/2019) and a second address of PO Box 691381, Stockton, CA (09/2016-07/2019). The reporting dates for the subject address, 315 Hanover Avenue, Apt. 301, Oakland, CA is 08/1997-5/15/2018. The July 2006 initial reporting date for the Stockton address is much more recent than the 08/1997 initial reporting date for the subject property, indicating that Ardie Kendrick's residency at 9812 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely his current residence.

(See pages 6-12)

#### **REAL PROPERTY OWNERSHIP RECORDS**

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified no records of current property ownership associated with Ardie Kendrick.

#### ALAMEDA COUNTY RECORDER INDEXES

A search of Alameda County Recorder's indexes, identified five recordings under Ardie Kendrick, between 1997-2008 and appear to be child support judgments as identified in the original report from June 2018:

(See page 13)

#### SAN JOAQUIN COUNTY RECORDER INDEXES

A search of San Joaquin County Recorder's indexes, identified 12 recordings under Ardie Kendrick, Ardie W Kendrick and Ardie Wayne Kendrick, between 2005-2016:

(See pages 13-15)

## **CALIFORNIA DMV RECORDS:**

A search of California Department of Motor Vehicle driving records identified:

<u>Record #1:</u> A current California license for Ardie Wayne Kendrick, issued 03/19/2015 and expiring on 04/18/2020. No violation was noted.

<u>Record #2:</u> An inquiry of California DMV vehicle registration records by license plate number 7V48443 identified a 2003 Ford Pickup Truck registered to Denise Kendrick or Ardie W. Kendrick with registration date of 05/25/2019.

<u>Record #3:</u> An inquiry of California DMV vehicle registration records by license plate number 67465W1 identified a 2017 Ford Pickup registered to Ardie W. Kendrick with registration date of 07/04/2019. The vehicle is financed by the Bank of Stockton.

<u>Record #4:</u> An inquiry of California DMV vehicle registration records keyed to the subject address identified no vehicles registered to Ardie Kendrick at 315 Hanover, Oakland, CA.

<u>Record #5:</u> An inquiry of California DMV vehicle registration records keyed to the 9812 Hickock, Stockton, CA identified a 2003 Ford – license plate 7V48443, and a 2017 Ford – license plate 67455W1, registered to Ardie Kendrick (see records #2 & #3).

(See pages 15-19)

#### **VEHICLE SIGHTINGS**:

<u>Record #1</u>: On August 5, 2019, an updated nationwide search of the license plates keyed to license plate number 67465W1 identified one new sighting since previous reporting on February 27, 2019 (see Ardie Kendrick 2/27/2018 report), the one sighting was at the residence of 9812 Hickock Drive, Stockton, CA on April 17, 2019 at 3:46am.

<u>Record #2</u>: On August 8, 2019, an updated nationwide search of the license plates keyed to license plate number 7V48443 identified two new sightings since previous reporting on February 27, 2019 (see Ardie Kendrick 2/27/2018 report). Both sightings were in the immediate vicinity of the residence of 9812 Hickock Drive, Stockton, CA on May 14, 2018 at 11:49pm and May 29, 2018 at 11:57pm .

(See pages 19-20)

#### **VOTER REGISTRATION:**

<u>Record #1</u>: On August 5, 2019, an online search of Alameda County Voter Registration records keyed to Date of Birth: 04/XX/1952 and Last 4 SSN: XXXX; identified no records.

<u>Record #2</u>: On August 5, 2019, an online search of CA SOS Voter Registration records keyed to First Name: Ardie; Last Name: Kendrick: CA Driver License: A0105545; Last 4 SSN: XXXX and Date of Birth 04/XX/1952, identified a current voter registration record for Ardie Kendrick in San Joaquin County with address listed as 9812 Hickock Drive, Stockton, CA 95209. Secretary of State records indicate Mr. Kendrick last voted on the November 6, 2018.

(See pages 20-23)

#### **INTERNET SEARCHES:**

On August 5, 2019, an updated review of online search engine inquiries and searches of social and professional networking websites since the last reporting of June 4, 2018, identified no new records or references relevant to Ardie Kendrick place of residence.

#### **SUBJECT INFO:**

Name: Ardie Wayne Kendrick aka Wayne Ardie Kendrick aka Ardi Wayne Kendrick DOB: 04/XX/1952 SSN: 561-82-XXXX issued in California between 1966 and 1967.

#### **ADDRESS HISTORY**

A review of findings in three address history databases for Ardie Kendrick identified two current addresses: 1) 9812 Hickock Drive, Stockton, CA (07/13/2006-08/05/2019) and a second address of PO Box 691381, Stockton, CA (09/2016-07/2019). The reporting dates for the subject address, 315 Hanover Avenue, Apt. 301, Oakland, CA is 08/1997-5/15/2018. The July 2006 initial reporting date for the Stockton address is much more recent than the 08/1997 initial reporting date for the subject property, indicating that Ardie Kendrick's residency at 9812 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely his current residence.

#### Database #1

9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAQUIN COUNTY) (07/13/2006 to 08/05/2019)

PO BOX 691381, STOCKTON, CA 95269-1381 (SAN JOAQUIN COUNTY) (09/2016 to 07/2019) 8600 WEST LN SPC 138, STOCKTON, CA 95210-2217 (SAN JOAQUIN COUNTY) (09/23/2016 to 09/23/2016)

PO BOX 23824, OAKLAND, CA 94623-0824 (ALAMEDA COUNTY) (02/2015 to 11/2015) 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (09/01/1997 to 01/2015) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (08/1997 to 01/2012)

315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (08/1997 to 10/2010)

315 HANOVER AVE, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (06/18/1997 to 01/25/2007)

PO BOX 119, MOCCASIN, CA 95347-0119 (TUOLUMNE COUNTY) (04/1992 to 12/2009) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) (12/08/2005 to 12/08/2005)

4555 YALE CREEK RD, JACKSONVILLE, OR 97530-9205 (JACKSON COUNTY) (01/24/2003 to 01/24/2003)

2968 W MAIN ST, MEDFORD, OR 97501-2185 (JACKSON COUNTY) (04/1994 to 01/23/2003) 11200 GRIZZLY # CI, GROVELAND, CA 95321 (TUOLUMNE COUNTY) (08/01/1993 to 01/23/2003)

PO BOX C, TWAIN HARTE, CA 95383-1796 (TUOLUMNE COUNTY) (12/1989 to 01/23/2003) 11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (01/01/2001 to 02/15/2002)

GENERAL DELIVERY, MEDFORD, OR 97501-9999 (JACKSON COUNTY) (05/1996 to 12/1996) 20662 STEVEN CT, SOULSBYVILLE, CA 95372-9725 (TUOLUMNE COUNTY) (09/1988 to 12/1988)

321 W SUNSET ST UPPR, SONORA, CA 95370 (TUOLUMNE COUNTY) (09/1988 to 09/1988)

## Database #2

9812 HICKOCK DR, STOCKTON, CA 95209-1327, SAN JOAQUIN COUNTY (Jul 2006 - Jun 2012) 689 4TH ST, OAKLAND, CA 94607-3556, ALAMEDA COUNTY (May 1999 - Jan 2015) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Aug 1997 - Jan 2012)

315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Aug 1997 - Oct 2010)

6106 HARRISBURG PL, STOCKTON, CA 95207-4155, SAN JOAQUIN COUNTY (Dec 2005) 2968 W MAIN ST, MEDFORD, OR 97501-2185, JACKSON COUNTY (Apr 1994 - Jan 2003) PO BOX 119, MOCCASIN, CA 95347-0119, TUOLUMNE COUNTY (Jun 1992 - Jan 2003) PO BOX C, TWAIN HARTE, CA 95383-1796, TUOLUMNE COUNTY (Jun 1988 - Jan 2003) 11098 TWIN CITIES RD, GALT, CA 95632-8404, SACRAMENTO COUNTY (Feb 2002) 2968 JVILLE HWY, MEDFORD, OR 97501, JACKSON COUNTY (Sep 1999 - Oct 1999) 8 JACKSONVILLE HY MED, MEDFORD, OR 97501, JACKSON COUNTY (May 1997) PO BOX 2137, TWAIN HARTE, CA 95383-2137, TUOLUMNE COUNTY (Jul 1996) 2345 WATERS GULCH RD, JACKSONVILLE, OR 97530-9322, JACKSON COUNTY (Apr 1994) 11200 GRIZZLY CIR, GROVELAND, CA 95321, TUOLUMNE COUNTY (Aug 1993)

#### Database #3

Address	Мар	SSN/DOB	Phone
			(209) 405-
		561-82-XXXX	3100
9812 HICKOCK DR	1x	Issued: 1966-1967 in	(209) 957-
STOCKTON CA 95209		CA	6068
Reported: 4/8/2008 - 7/1/20	)19	DOB: 04/XX/1952 Age:	(510) 834-
County: SAN JOAQUIN	Maps	67	1519
		561-82-XXXX	
315 HANOVER AVE 301 OAKLAND CA 94606	2x	<b>lssued:</b> 1966-1967 in CA	
	9812 HICKOCK DR STOCKTON CA 95209 Reported: 4/8/2008 - 7/1/20 County: SAN JOAQUIN 315 HANOVER AVE 301	9812 HICKOCK DR 1x STOCKTON CA 95209 Reported: 4/8/2008 - 7/1/2019 County: SAN JOAQUIN Maps 315 HANOVER AVE 301 2x	9812 HICKOCK DR       1x       561-82-XXXX         9812 HICKOCK DR       1x       Issued: 1966-1967 in         STOCKTON CA 95209       CA       DOB: 04/XX/1952 Age:         Reported: 4/8/2008 - 7/1/2019       Maps       67         County: SAN JOAQUIN       Maps       561-82-XXXX         315 HANOVER AVE 301       2x       561-82-XXXX

Age: ARDIE KENDRICK	<b>Reported:</b> 9/1/1997 - 5/15/201 <b>County:</b> ALAMEDA	8	Maps	<b>DOB:</b> 04/XX/1952 67	
ARDIE KENDRICK	C PO BOX TWAIN HARTE CA 95383 <b>Reported:</b> 7/15/2001 - 5/15/2018 <b>County:</b> TUOLUMNE	1x	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 67	
ARDIE KENDRICK	691381 PO BOX STOCKTON CA 95269 <b>Reported:</b> 9/24/2016 - 9/24/2016 <b>County:</b> SAN JOAQUIN	1x	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 67	(209) 405- 3100
ARDIE KENDRICK	6106 HARRISBURG PL STOCKTON CA 95207 <b>Reported:</b> 8/5/2011 - 8/5/2011 <b>County:</b> SAN JOAQUIN	1x	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 67	
WAYNE KENDRICK KENDRICK, ARDIE WAYNE KENDRICK, ARDIE	9812 HICKOCK DR STOCKTON CA 95209-1327 <b>Reported:</b> 7/26/2010 - 7/26/2010 <b>County:</b> SAN JOAQUIN	1x	Maps	561-82-XXXX <b>Issued:</b> 1966-1967 in CA	834-1519
	689 4TH ST	1x		561-82-XXXX	
ARDIE KENDRICK	OAKLAND CA 94607 <b>Reported:</b> 9/30/2006 - 9/30/2006 <b>County:</b> ALAMEDA		Maps	<b>Issued:</b> 1966-1967 in CA <b>DOB:</b> 04/XX/1952 <b>Age:</b> 67	(510) 834- 1519
ARDIE KENDRICK	11098 TWIN CITIES RD GALT CA 95632 <b>Reported:</b> 12/28/2005 - 12/28/2005 <b>County:</b> SACRAMENTO	1x	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 67	

ARDIE KENDRICK	112 ESTATES DR PIEDMONT CA 94611 <b>Reported:</b> 8/28/2001 - 8/28/2001 <b>County:</b> ALAMEDA	1x	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 67	
ARDIE KENDRICK	119 PO BOX MOCCASIN CA 95347 <b>Reported:</b> 5/21/1996 - 8/3/200 <b>County:</b> TUOLUMNE	2x 01	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 67	(510) 834- 1519
WAYNE KENDRICK	PO BOX C TWAIN HARTE CA 95383-179 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> TUOLUMNE	2x 96	Maps	561-82-XXXX <b>Issued:</b> 1966-1967 in CA	834-1519
WAYNE KENDRICK	11200 GRIZZLY CI GROVELAND CA 95321 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> TUOLUMNE	2x	Maps	561-82-XXXX <b>Issued:</b> 1966-1967 in CA	834-1519
WAYNE KENDRICK	2968 W MAIN ST MEDFORD OR 97501-2185 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> JACKSON	2x	Maps	561-82-XXXX <b>Issued:</b> 1966-1967 in CA	834-1519
	2968 W MAIN ST MEDFORD OR 97501-2185 <b>Reported:</b> 7/18/2001 - 7/18/2001	1x		561-82-XXXX Issued: 1966-1967 in CA DOB: 09/XX/1951 Age:	
ARDIE KENDRICK	County: JACKSON		Maps	67	834-1519
	2968 JACKSONVILLE HY MEDFORD OR 97501	1x		561-82-XXXX <b>Issued:</b> 1966-1967 in	

ARDIE KENDRICK KENDRICK, WAYNE A	Reported: 7/18/2001 - 7/18/2001 County: JACKSON	I	Maps	CA DOB: 09/XX/1951 Age: 67	834-1519
ARDIE KENDRICK KENDRICK, WAYNE A	POB C 3 TWAIN HARTE CA 95383-1796 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> TUOLUMNE		Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/XX/1951 Age: 67	834-1519
ARDIE KENDRICK KENDRICK, WAYNE A	11200 GRIZZLY 3 GROVELAND CA 95321-9544 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> TUOLUMNE	3x	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/XX/1951 Age: 67	834-1519
ARDIE KENDRICK	2968 JACKSONVILLE HW MEDFORD OR 97501-2004 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> JACKSON	2x	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/XX/1951 Age: 67	834-1519
ARDIE KENDRICK KENDRICK, WAYNE A	POB 119 3 MOCCASIN CA 95347-0119 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> TUOLUMNE	3x	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 09/XX/1951 Age: 67	834-1519
WAYNE KENDRICK	PO BOX 119 22 MOCCASIN CA 95347-0119 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> TUOLUMNE	2x	Maps	561-82-XXXX <b>Issued:</b> 1966-1967 in CA	834-1519
WAYNE KENDRICK	689 4TH ST 22 OAKLAND CA 94607-3556 <b>Reported:</b> 5/1/1999 - 5/1/1999 <b>County:</b> ALAMEDA	2x	Maps	561-82-XXXX <b>Issued:</b> 1966-1967 in CA	834-1519

2137 PO BOX	1x	561-82-XXXX
TWAIN HARTE CA 95383		<b>Issued:</b> 1966-1967 in
Reported: 9/12/1998 -		CA

	9/12/1998			DOB: 4/XX/1952 Age:	
ARDIE KENDRICK	County: TUOLUMNE		Maps	67	
ARDIE KENDRICK	2968 W MAIN ST MEDFORD OR 97501 <b>Reported:</b> 12/18/1994 - 9/16/1997 <b>County:</b> JACKSON	1x	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 67	
ARDIE KENDRICK KENDRICK, WAYNE A	315 HANOVER 101 OAKLAND CA 94606-1361 <b>Reported:</b> 9/1/1997 - 9/1/1997 <b>County:</b> ALAMEDA	3x ,	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 9/XX/1951 Age: 67	834-1519
WAYNE KENDRICK	315 HANOVER AV 101 OAKLAND CA 94606-1361 <b>Reported:</b> 9/1/1997 - 9/1/1997 <b>County:</b> ALAMEDA	2x	Maps	561-82-XXXX <b>Issued:</b> 1966-1967 in CA	834-1519
ARDIE KENDRICK KENDRICK, WAYNE A	POB 2137 TWAIN HARTE CA 95383-213 <b>Reported:</b> 7/1/1996 - 7/1/1996 <b>County:</b> TUOLUMNE		Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 9/XX/1951 Age: 67	834-1519
WAYNE KENDRICK	PO BOX 2137 TWAIN HARTE CA 95383-213 <b>Reported:</b> 7/1/1996 - 7/1/1996 <b>County:</b> TUOLUMNE		Maps	561-82-XXXX <b>Issued:</b> 1966-1967 in CA	834-1519
ARDIE KENDRICK	11200 GRIZZLY CIR GROVELAND CA 95321 <b>Reported:</b> 8/1/1993 - 8/27/199 <b>County:</b> TUOLUMNE	2x 93	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 4/XX/1952 Age: 67	
ARDIE KENDRICK	C371 PO BOX TWAIN HARTE CA 95383 <b>Reported:</b> 11/1/1992 - 7/31/1993 <b>County:</b> TUOI UMNE	1x	Maps	561-82-XXXX Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 67	

## **REAL PROPERTY OWNERSHIP RECORDS**

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified no records of current property ownership associated with Ardie Kendrick.

#### **ALAMEDA COUNTY RECORDER INDEXES:**

A search of Alameda County Recorder's indexes, identified five recordings under Ardie Kendrick, between 1997-2008 and appear to be child support judgments as identified in the original report from June 2018:



# Alameda County, California Clerk-Recorder Web Access

#	Instrument # Book-Page	Date Filed	Document Type	Name Associated Name	Index Status
1	<u>2004481385</u>	10/27/2004	ABSTRACT OF JUDGMENT NO FEE	[R] KENDRICK ARDIE [E] COUNTY ALAMEDA DISTRICT ATTORNEY	Perm
2	<u>2003218990</u> <u>0-0</u>	04/15/2003	ABSTRACT OF JUDGMENT	[R] KENDRICK ARDIE W [E] COUNTY TUOLUMNE DIST ATTY	Perm
3	<u>2008061297</u>	02/20/2008	SUBSTITUTION OF PAYEE (NO FEE)	[R] KENDRICK ARDIE W (+) [E] COUNTY ALAMEDA DISTRICT ATTORNEY	Perm
4	<u>97273547</u> <u>0-0</u>	10/17/1997	JUDGMENT	[R] KENDRICK ARDIE WAYNE [E] COUNTY TUOLUMNE DIST ATTY	Perm
5	<u>99220962</u> <u>0-0</u>	06/14/1999	JUDGMENT	[R] KENDRICK ARDIE WAYNE [E] COUNTY TUOLUMNE DIST ATTY	Perm

## **SAN JOAQUIN COUNTY RECORDER INDEXES:**

A search of San Joaquin County Recorder's indexes, identified 12 recordings under Ardie Kendrick, Ardie W Kendrick and Ardie Wayne Kendrick, between 2005-2016:

## San Joaquin County Assessor Recorder-County Clerk

## **Online Services**

Showing page 1 of 1 for 12 Total Results

Name Search - Web Grantor and Grantee contains any (KENDRICK ARDIE, KENDRICK ARDIE W, KENDRICK ARDIE WAYNE)

F	2016-022026 • Fictitious Business Name		
	Recording Date 02/26/2016	Grantor HANDYPLUS	Grantee KENDRICK ARDIE W
	02/20/2010		
R	2012-073721 • Release-Federal		
	Recording Date	Grantor	Grantee (2)
	06/13/2012	USA INTERNAL REV	KENDRICK ARDIE
F	2011-070556 • Fictitious Business Name		
	Recording Date	Grantor (4)	Grantee
	06/13/2011	KENDRICK ARDIE W	
R	2010-149309 • Release-State		
	Recording Date	Grantor	Grantee (2)
	11/17/2010	CALIFORNIA ST FRANCHISE TAX	KENDRICK ARDIE
	2010-075035 • Lien/Judgment-Federal		
	Recording Date	Grantor (2)	Grantee
	06/07/2010	KENDRICK ARDIE	USA INTERNAL REV
S	2008-022617 • Support Payment - Amend		
	Recording Date	Grantor (2)	Grantee (2)
	02/08/2008	KENDRICK ARDIE W	ALAMEDA COU
	2008-020923 • Lien/Judgment-State		
	Recording Date	Grantor (2)	Grantee

C	2006-180263 • Lien/Judgment-County						
	Recording Date	Grantor	Grantee				
	08/23/2006	KENDRICK ARDIE WAYNE	TUOLUMNE COU				
	2006 1902E2 - Lion/Judgment County						
U	2006-180253 • Lien/Judgment-County						
	Recording Date	Grantor	Grantee				
	08/23/2006	KENDRICK ARDIE WAYNE	TUOLUMNE COU				
0	2006-180252 • Lien/Judgment-County						
-	Recording Date	Grantor	Grantee				
	08/23/2006	KENDRICK ARDIE W	TUOLUMNE COU				
D	2006-150630 • Deed						
	Recording Date	Grantor	Grantee (2)				
	07/13/2006	KENDRICK ARDIE W	REBER DENISE				
D	2005-306095 • Deed						
	De sandia e Data	Creater	Creation				
	Recording Date 12/08/2005	Grantor KENDRICK ARDIE	Grantee <b>REBER DENISE L</b>				
	12/08/2003	NERDALOK ANDIE	REBER DENISE L				

## **DMV RECORDS:**

A search of California Department of Motor Vehicle driving records identified:

<u>Record #1:</u> A current California license for Ardie Wayne Kendrick, issued 03/19/2015 and expiring on 04/18/2020. No violation was noted.

<u>Record #2:</u> An inquiry of California DMV vehicle registration records by license plate number 7V48443 identified a 2003 Ford Pickup Truck registered to Denise Kendrick or Ardie W. Kendrick with registration date of 05/25/2019.

<u>Record #3:</u> An inquiry of California DMV vehicle registration records by license plate number 67465W1 identified a 2017 Ford Pickup registered to Ardie W. Kendrick with registration date of 07/04/2019. The vehicle is financed by the Bank of Stockton.

<u>Record #4:</u> An inquiry of California DMV vehicle registration records keyed to the subject address identified no vehicles registered to Ardie Kendrick at 315 Hanover, Oakland, CA.

<u>Record #5:</u> An inquiry of California DMV vehicle registration records keyed to the 9812 Hickock, Stockton, CA identified a 2003 Ford – license plate 7V48443, and a 2017 Ford – license plate 67455W1, registered to Ardie Kendrick (see records #2 & #3).

#### Record #1

SEO:7387816 REF: KENDRICK 15056 CUST#:OL97595 AGENT: THERESA WO REC DATE: 08/05/19 TIME: 09:52 \_\_\_\_\_ ON-LINE DRIVER RECORD FOR THE STATE OF CA \_\_\_\_\_ BD: 04/XX/52 SEX: MALE LIC: A0105545 HT: 6`01 EYES: HAZEL AGE: 67 WT: 1801bs HAIR: BROWN KENDRICK, ARDIE WAYNE CLASS C NON-COMMERCIAL CLASS M1 MOTORCYCLE LICENSE ISSUE DATE: 03/19/15 LICENSE EXPIRES ON: 04/18/20 VALID. MUST WEAR CORRECTIVE LENSES WHEN DRIVING. SRV/DATE MAILED EFF/DATE THRU REASON NONE TO REPORT VIOL/DT CONV/DT SECTION DOCKET COURT VEHICLE UPDATED NONE TO REPORT 

#### Record #2

SEQ:7400709 REF: KENDRICK CUST#:OL97595 OV AGENT: TAVA MIYAT REC DATE: 08/08/19 TIME: 3:21PM \_\_\_\_\_ ON-LINE VEHICLE RECORD FOR THE STATE OF CA \_\_\_\_\_ ITEM REQUESTED: 7V48443 -----BASIC RECORD------LICENSE: 7V48443 VEH ID NO: 1FTRX17273NA42012 MODEL YEAR: 03 MAKE/BUILDER: FORD POWER/FUEL: G - GAS VLF CLASS: EN (\$19,600 TO \$19,799.99) \*-YEAR: 05 # OF AXLES: 2 UNLADEN WEIGHT: 04420 LEG OWNER CD: 9 DATE EXPIRES: 04/30/20 REGISTRATION ISSUE DATE: 05/25/19 SOLD/PURCHASED: / / OWNERSHIP ISSUE DATE: 05/26/10 BODY CODE: P - 4 DR EXTENDED CAB PICKUP BODY TYPE MODEL: 4C - 4 DR EXTENDED CAB PICKUP TYPE LICENSE: 31 - REGULAR COMMERCIAL TYPE VEHICLE: 37 - COMMERCIAL-USED NONRESIDENT

NO FEES CURRENTLY DUE BASED ON REGISTRATION DUE DATE OF 04/30/2020.

#### Record #3

SEQ:7400708 REF: KENDRICK CUST#:OL97595 OV AGENT: TAVA MIYAT REC DATE: 08/08/19 TIME: 3:20PM \_\_\_\_\_ ON-LINE VEHICLE RECORD FOR THE STATE OF CA \_\_\_\_\_ ITEM REQUESTED: 67465W1 LICENSE: 67465W1 VEH ID NO: 1FTEX1CP1HKD43495 MODEL YEAR: 17 MAKE/BUILDER: FORD POWER/FUEL: G - GAS VLF CLASS: KA (\$35,000 TO \$35,199.99) # OF AXLES: 2 UNLADEN WEIGHT: 04322 LEG OWNER CD: Z DATE EXPIRES: 07/31/20 REGISTRATION ISSUE DATE: 07/04/19 SOLD/PURCHASED: 00/00/17 OWNERSHIP ISSUE DATE: 12/27/17 BODY CODE: P - PICKUP BODY TYPE MODEL: PK - PICKUP TYPE LICENSE: 31 - REGULAR COMMERCIAL TYPE VEHICLE: 32 - COMMERCIAL-USED KENDRICK ARDIE W BK STOCKTON PO BX 1110 STOCKTON 95201 08/17/17 SMOG DUE 07/31/23 LIENHOLDER PAPERLESS TITLE L08171229 07/28/2017-ODOMETER: 18 MILES ACTUAL MILEAGE 

ESTIMATE ONLY! Based on information received from DMV. It does not include transfers, duplicates, etc. We make no representation or warranties, either expressed or implied, regarding the currentness, accuracy and/or completeness of any data.

NO FEES CURRENTLY DUE BASED ON REGISTRATION DUE DATE OF 07/31/2020.

#### Record #4

D M V VEHICLE REGISTRATION INFORMATION AUTOMATED NAME INDEX



· . • LIST DATE: 08/14/19 OTTN: KR

ATTN: KR INFO CODE: 5 W

DATE/TIME OF RESPONSE: 08/14/19 07:42 NAME: KENDRICK ARDIE

315 OAKLAND

NO RECORD FOR CRITERIA GIVEN END OF DATA

D M V VEHICLE REGISTRATION INFORMATION AUTOMATED NAME INDEX



LIST DATE: 08/09/19 ATTM: JF INFO CODE: 5 9

DATE/TIME OF RESPONSE: 00/09/19 15:16 NAME: KENDRICK ARDIE 081 STOCKTON MATCHED ON: \*L/N\*F/N\* C\* A NAME:KENDRICK ARDIE W ADD:901 CTY:STOCKTON VR#:67465W1 FC:V YR:17 MK:FORD VR#:7V48443 FC:C YR:03 MK:FORD

END OF DATA

#### **VEHICLE SIGHTINGS**:

<u>Record #1</u>: On August 5, 2019, an updated nationwide search of the license plates keyed to license plate number 67465W1 identified one new sighting since previous reporting on February 27, 2019 (see Ardie Kendrick 2/27/2018 report), the one sighting was at the residence of 9812 Hickock Drive, Stockton, CA on April 17, 2019 at 3:46am.

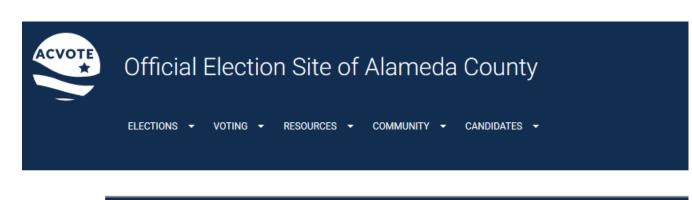
<u>Record #2</u>: On August 8, 2019, an updated nationwide search of the license plates keyed to license plate number 7V48443 identified two new sightings since previous reporting on February 27, 2019 (see Ardie Kendrick 2/27/2018 report). Both sightings were in the immediate vicinity of the residence of 9812 Hickock Drive, Stockton, CA on May 14, 2018 at 11:49pm and May 29, 2018 at 11:57pm .

Record #	Plate 1	DateTime	GMTDateTime	Location Address	IR Plate	Color Overview
1	67465W1	04-17-19 03:46:32 AM	04-17-19 10:46:32 AM	9819 Hickock Dr, Stockton, CA 95209, USA	67465W1	4 × 3
2	67465W1	04-17-19 03:46:04 AM	04-17-19 10:46:04 AM	9819 Hickock Dr, Stockton, CA 95209, USA	6746511	
Record 2						
Record #	Plate 1	DateTime	GMTDateTime	Location Address	IR Plate	Color Overview
1	7V48443	05-28-18 11:57:11 PM	05-29-18 06:57:11 AM	9811 Hickock Dr, Stockton, CA 95209, USA	TV48443	
2	7V48443	05-14-18 11:59:28 PM	05-15-18 06:59:28 AM	9811 Hickock Dr, Stockton, CA 95209, USA	7418443	5 In

## **VOTER REGISTRATION:**

<u>Record #1</u>: On August 5, 2019, an online search of Alameda County Voter Registration records keyed to Date of Birth: 04/XX/1952 and Last 4 SSN: XXXX; identified no records.

<u>Record #2</u>: On August 5, 2019, an online search of CA SOS Voter Registration records keyed to First Name: Ardie; Last Name: Kendrick: CA Driver License: A0105545; Last 4 SSN: XXXX and Date of Birth 04/XX/1952, identified a current voter registration record for Ardie Kendrick in San Joaquin County with address listed as 9812 Hickock Drive, Stockton, CA 95209. Secretary of State records indicate Mr. Kendrick last voted on the November 6, 2018.



## My Voter Profile

#### Error: Invalid Login

Unfortunately, we could not verify your voter registration based upon the information you provided. Please check the information you entered. The birth date, and drivers license number/SSN number must be valid. You must be a registered voter, in order for the information to be found.

If you believe that the information you entered is accurate, please contact Registrar of Voters Office via <u>email</u> or by phone at 510 272-6973 to verify your voter registration

Birth Date (example, **01/01/1900**) 04/ 1952

California Driver License/California ID:

Last 4 digits of your Social Security Number:

Record #2



# My Voter Status

First name	ARDIE
Last name	KENDRICK
Your preferred language to receive election material is	ENGLISH
Address where you are registered to vote	9812 HICKOCK DR STOCKTON 95209
Your political party preference is	DEMOCRATIC
You are registered as a permanent vote-by-mail voter	YES
You are registered to vote in	SAN JOAQUIN COUNTY
	County website: http://www.sjcrov.org/
	County phone: 209-468-2885

#### Voting History

If you voted in an election, you can see if you voted at a polling place, vote center, voted by mail, or cast a provisional ballot.

If you do not see a recent election that you voted in, it may be because your county has not yet sent information about your ballot to the Secretary of State. Counties have up to 60 days after the election to provide this information to the Secretary of State.

Please note that any voting history prior to the November 6, 2016, General Election is not displayed on this website.

For the most up-to-date status, please contact your county elections office or use their online ballot status tool:

http://www.sos.ca.gov/elections/ballot-status/	
Select an election* 11/0	06/2018 - 2018 STATEWIDE GENERAL ELECTION V
Show	/ Status
For this election, you were	e mailed a vote by mail ballot.
Date ballot was mailed by county	10/8/2018 12:00:00 AM
Date ballot was received by county	11/6/2018 12:00:00 AM
County	SAN JOAQUIN
Ballot Status	Accepted

## **INTERNET SEARCHES:**

On August 5, 2019, an updated review of online search engine inquiries and searches of social and professional networking websites since those reported in the Ardie Kendrick report of June 4, 2018, identified no new records or references relevant to Ardie Kendrick place of residence.

Exhibit 15

## November 19, 2019

## Re: Kendrick, Ardie & Denise - 315 Hanover #301

## DATA SEARCHES RE: ARDIE WAYNE KENDRICK aka WAYNE ARDIE KENDRICK aka ARDI <u>WAYNE KENDRICK</u> <u>DOB: 04/XX/1952</u> <u>SSN: 561-82-XXXX issued in California between 1966 and 1967.</u>

## CONCLUSIONS:

An updated review of databases shows that a preponderance of the evidence continues to support a conclusion that Ardie Kendrick's current permanent place of residence is not the subject property, 315 Hanover, #301, Oakland, CA but rather is 9812 Hickock Drive, Stockton, CA. Specific evidence supporting this conclusion includes:

1) Address history databases continue to identify two current addresses for Mr. Kendrick, 9812 Hickock Drive, Stockton, CA (07/13/2006-11/14/2019) and a mailing address at PO Box 691381, Stockton, CA. The reporting dates for the subject address, 315 Hanover Avenue, Apt. 301, Oakland, CA is 08/1997-08/1997 - 5/15/2018.

2) Mr. Kendrick continues to be registered to vote at 9812 Hickock Drive, Stockton, CA 95209. Mr. Kendrick last voted in the November 6, 2018 election.

## **SUBJECT INFO:**

Name: Ardie Wayne Kendrick aka Wayne Ardie Kendrick aka Ardi Wayne Kendrick DOB: 04/XX/1952 SSN: 561-82-XXXX issued in California between 1966 and 1967.

## ADDRESS HISTORY

An updated 11/14/2019 review of findings in three address history databases for Ardie Kendrick identified two current addresses: 1) 9812 Hickock Drive, Stockton, CA (07/13/2006-11/14/2019) and a second address of PO Box 691381, Stockton, CA (09/2016-10/2019). The reporting dates for the subject address, 315 Hanover Avenue, Apt. 301, Oakland, CA is 08/1997-5/15/2018. The July 2006 initial reporting date for the Stockton address is much more recent than the 08/1997 initial reporting date for the subject property, indicating that Ardie Kendrick's residency at 9812 Hickock Drive, Stockton, CA is a much more recent development and therefore more likely his current residence.

## Database #1

9812 HICKOCK DR, STOCKTON, CA 95209-1327 (SAN JOAOUIN COUNTY) (07/13/2006 to 11/14/2019) PO BOX 691381, STOCKTON, CA 95269-1381 (SAN JOAQUIN COUNTY) (09/2016 to 10/2019) 8600 WEST LN SPC 138, STOCKTON, CA 95210-2217 (SAN JOAQUIN COUNTY) (09/23/2016 to 09/23/2016) PO BOX 23824, OAKLAND, CA 94623-0824 (ALAMEDA COUNTY) (02/2015 to 11/2015) 689 4TH ST, OAKLAND, CA 94607-3556 (ALAMEDA COUNTY) (09/01/1997 to 01/2015) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (08/1997 to 01/2012)315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (08/1997 to 10/2010) 315 HANOVER AVE, OAKLAND, CA 94606-1361 (ALAMEDA COUNTY) (06/18/1997 to 01/25/2007)PO BOX 119, MOCCASIN, CA 95347-0119 (TUOLUMNE COUNTY) (04/1992 to 12/2009) 6106 HARRISBURG PL, STOCKTON, CA 95207-4155 (SAN JOAQUIN COUNTY) (12/08/2005 to 12/08/2005) 4555 YALE CREEK RD, JACKSONVILLE, OR 97530-9205 (JACKSON COUNTY) (01/24/2003 to 01/24/2003) 2968 W MAIN ST, MEDFORD, OR 97501-2185 (JACKSON COUNTY) (04/1994 to 01/23/2003) 11200 GRIZZLY # CI, GROVELAND, CA 95321 (TUOLUMNE COUNTY) (08/01/1993 to 01/23/2003)

PO BOX C, TWAIN HARTE, CA 95383-1796 (TUOLUMNE COUNTY) (12/1989 to 01/23/2003)

11098 TWIN CITIES RD, GALT, CA 95632-8404 (SACRAMENTO COUNTY) (01/01/2001 to 02/15/2002)

GENERAL DELIVERY, MEDFORD, OR 97501-9999 (JACKSON COUNTY) (05/1996 to 12/1996) 20662 STEVEN CT, SOULSBYVILLE, CA 95372-9725 (TUOLUMNE COUNTY) (09/1988 to 12/1988)

321 W SUNSET ST UPPR, SONORA, CA 95370 (TUOLUMNE COUNTY) (09/1988 to 09/1988)

## Database #2

9812 HICKOCK DR, STOCKTON, CA 95209-1327, SAN JOAQUIN COUNTY (Jul 2006 - Sep 2019) PO BOX 691381, STOCKTON, CA 95269-1381, SAN JOAQUIN COUNTY (Sep 2016 - Feb 2017) 8600 WEST LN SPC 138, STOCKTON, CA 95210-2217, SAN JOAQUIN COUNTY (Sep 2016 - Jan 2017)

Utility Locator - Connect Date: 9/23/2016

PO BOX 23824, OAKLAND, CA 94623-0824, ALAMEDA COUNTY (Feb 2015 - Nov 2015) 9812 DR, STOCKTON, CA 95209, SAN JOAQUIN COUNTY (Dec 2014 - Apr 2015) 689 4TH ST, OAKLAND, CA 94607-3556, ALAMEDA COUNTY (May 1999 - Jan 2015) 315 HANOVER AVE APT 301, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Aug 1997 - Jan 2012)

315 HANOVER AVE APT 101, OAKLAND, CA 94606-1361, ALAMEDA COUNTY (Aug 1997 - Oct 2010)

6106 HARRISBURG PL, STOCKTON, CA 95207-4155, SAN JOAQUIN COUNTY (Dec 2005 - Oct 2006)

11098 TWIN CITIES RD, GALT, CA 95632-8404, SACRAMENTO COUNTY (Feb 2002 - Dec 2005) 2968 W MAIN ST, MEDFORD, OR 97501-2185, JACKSON COUNTY (Apr 1994 - Jan 2003) PO BOX 119, MOCCASIN, CA 95347-0119, TUOLUMNE COUNTY (Jun 1992 - Jan 2003) PO BOX C, TWAIN HARTE, CA 95383-1796, TUOLUMNE COUNTY (Jun 1988 - Jan 2003) 112 ESTATES DR, PIEDMONT, CA 94611-3314, ALAMEDA COUNTY (Aug 2001 - Jan 2002) 2968 JVILLE HWY, MEDFORD, OR 97501, JACKSON COUNTY (Sep 1999 - Dec 1999) 8 JACKSONVILLE HY MED, MEDFORD, OR 97501, JACKSON COUNTY (May 1997) PO BOX 2137, TWAIN HARTE, CA 95383-2137, TUOLUMNE COUNTY (Jul 1996) 2345 WATERS GULCH RD, JACKSONVILLE, OR 97530-9322, JACKSON COUNTY (Apr 1994) 11200 GRIZZLY CIR, GROVELAND, CA 95321, TUOLUMNE COUNTY (Aug 1993)

## Database #3

Name	Address	Map SSN/DOB	Phone
ELISEO GURROLA	1348 LAMONT AVE NW1x GRAND RAPIDS MI 49504 <b>Reported:</b> 10/4/2007 - 10/1/2019 <b>County:</b> KENT	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB:	

Name	Address	Map SSN/DOB	Phone
ARDIE KENDRICK WAYNE A KENDRICK ARDIE WAYNE KENDRICK ARDIE KENDRICK MS ARDIE KENDRICK ARCHIE KENDRICK	9812 HICKOCK DR1x STOCKTON CA 95209 <b>Reported:</b> 4/8/2008 - 10/1/2019 <b>County:</b> SAN JOAQUIN	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA <b>DOB:</b> 04/XX/1952 <b>Age:</b> 67	(209) 405-3100 (209) 957-6068 (510) 834-1519
ARDIE KENDRICK WAYNE A KENDRICK ARDIE WAYNE KENDRICK ARDIE KENDRICK	315 HANOVER AVE 3012x OAKLAND CA 94606 <b>Reported:</b> 9/1/1997 - 5/15/2018 <b>County:</b> ALAMEDA	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA <b>DOB:</b> 04/XX/1952 <b>Age:</b> 67	
ARDIE KENDRICK	C PO BOX1x TWAIN HARTE CA 95383 <b>Reported:</b> 7/15/2001 - 5/15/2018 <b>County:</b> TUOLUMNE	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA <b>DOB:</b> 04/XX/1952 <b>Age:</b> 67	
ARDIE KENDRICK	691381 PO BOX1x STOCKTON CA 95269 <b>Reported:</b> 9/24/2016 - 9/24/2016 <b>County:</b> SAN JOAQUIN	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA <b>DOB:</b> 04/XX/1952 <b>Age:</b> 67	(209) 405-3100
ARDIE KENDRICK	6106 HARRISBURG PL1x STOCKTON CA 95207 <b>Reported:</b> 8/5/2011 - 8/5/2011 <b>County:</b> SAN JOAQUIN	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA <b>DOB:</b> 04/XX/1952 <b>Age:</b> 67	
WAYNE KENDRICK KENDRICK, ARDIE WAYNE KENDRICK, ARDIE	9812 HICKOCK DR1x STOCKTON CA 95209-1327 <b>Reported:</b> 7/26/2010 - 7/26/2010 <b>County:</b> SAN JOAQUIN	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA <b>DOB:</b>	834-1519
ARDIE KENDRICK	689 4TH ST1x OAKLAND CA 94607 <b>Reported:</b> 9/30/2006 - 9/30/2006 <b>County:</b> ALAMEDA	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA <b>DOB:</b> 04/XX/1952 <b>Age:</b> 67	(510) 834-1519

Name	Address	Map SSN/DOB	Phone
ARDIE KENDRICK	11098 TWIN CITIES RD1x GALT CA 95632 <b>Reported:</b> 12/28/2005 - 12/28/2005 <b>County:</b> SACRAMENTO	561-82-XXXX Maps Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 67	
ARDIE KENDRICK	112 ESTATES DR1x PIEDMONT CA 94611 <b>Reported:</b> 8/28/2001 - 8/28/2001 <b>County:</b> ALAMEDA	561-82-XXXX Maps Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 67	
ARDIE KENDRICK	119 PO BOX2x MOCCASIN CA 95347 <b>Reported:</b> 5/21/1996 - 8/3/2001 <b>County:</b> TUOLUMNE	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB: 04/XX/1952 Age: 67	(510) 834-1519
WAYNE KENDRICK	PO BOX C2x TWAIN HARTE CA 95383-1796 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> TUOLUMNE	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB:	834-1519
WAYNE KENDRICK	11200 GRIZZLY CI2x GROVELAND CA 95321 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> TUOLUMNE	561-82-XXXX Maps Issued: 1966-1967 in CA DOB:	834-1519
WAYNE KENDRICK	2968 W MAIN ST2x MEDFORD OR 97501-2185 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> JACKSON	561-82-XXXX Maps Issued: 1966-1967 in CA DOB:	834-1519
ARDIE KENDRICK	2968 W MAIN ST1x MEDFORD OR 97501-2185 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> JACKSON	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB: 09/01/1951 Age: 68	834-1519
ARDIE KENDRICK KENDRICK, WAYNE A	2968 JACKSONVILLE HY1x MEDFORD OR 97501 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> JACKSON	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA <b>DOB:</b> 09/01/1951 <b>Age:</b> 68	834-1519

Name	Address	Map SSN/DOB	Phone
ARDIE KENDRICK KENDRICK, WAYNE A	POB C3x TWAIN HARTE CA 95383-1796 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> TUOLUMNE	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB: 09/01/1951 Age: 68	834-1519
ARDIE KENDRICK KENDRICK, WAYNE A	11200 GRIZZLY3x GROVELAND CA 95321-9544 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> TUOLUMNE	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB: 09/01/1951 Age: 68	834-1519
ARDIE KENDRICK	2968 JACKSONVILLE HW2x MEDFORD OR 97501-2004 <b>Reported:</b> 7/18/2001 - 7/18/2001 <b>County:</b> JACKSON	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA <b>DOB:</b> 09/01/1951 <b>Age:</b> 68	834-1519
ARDIE KENDRICK KENDRICK, WAYNE A	POB 1193x MOCCASIN CA 95347-0119 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> TUOLUMNE	561-82-XXXX Maps <b>lssued:</b> 1966-1967 in CA <b>DOB:</b> 09/01/1951 <b>Age:</b> 68	834-1519
WAYNE KENDRICK	PO BOX 1192x MOCCASIN CA 95347-0119 <b>Reported:</b> 11/13/2000 - 11/13/2000 <b>County:</b> TUOLUMNE	561-82-XXXX Maps Issued: 1966-1967 in CA DOB:	834-1519
WAYNE KENDRICK	689 4TH ST2x OAKLAND CA 94607-3556 <b>Reported:</b> 5/1/1999 - 5/1/1999 <b>County:</b> ALAMEDA	561-82-XXXX Maps Issued: 1966-1967 in CA DOB:	834-1519
ARDIE KENDRICK	2137 PO BOX1x TWAIN HARTE CA 95383 <b>Reported:</b> 9/12/1998 - 9/12/1998 <b>County:</b> TUOLUMNE	561-82-XXXX Maps Issued: 1966-1967 in CA DOB: 04/XX/1952 Age: 67	
ARDIE KENDRICK	2968 W MAIN ST1x MEDFORD OR 97501 <b>Reported:</b> 12/18/1994 - 9/16/1997 <b>County:</b> JACKSON	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB: 04/XX/1952 Age: 67	

Name	Address	Map SSN/DOB	Phone
ARDIE KENDRICK KENDRICK, WAYNE A	315 HANOVER 1013x OAKLAND CA 94606-1361 <b>Reported:</b> 9/1/1997 - 9/1/1997 <b>County:</b> ALAMEDA	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB: 09/01/1951 Age: 68	834-1519
WAYNE KENDRICK	315 HANOVER AV 1012x OAKLAND CA 94606-1361 <b>Reported:</b> 9/1/1997 - 9/1/1997 <b>County:</b> ALAMEDA	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB:	834-1519
ARDIE KENDRICK KENDRICK, WAYNE A	POB 21373x TWAIN HARTE CA 95383-2137 <b>Reported:</b> 7/1/1996 - 7/1/1996 <b>County:</b> TUOLUMNE	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB: 09/01/1951 Age: 68	834-1519
WAYNE KENDRICK	PO BOX 21372x TWAIN HARTE CA 95383-2137 <b>Reported:</b> 7/1/1996 - 7/1/1996 <b>County:</b> TUOLUMNE	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB:	834-1519
ARDIE KENDRICK	11200 GRIZZLY CIR2x GROVELAND CA 95321 <b>Reported:</b> 8/1/1993 - 8/27/1993 <b>County:</b> TUOLUMNE	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB: 04/XX/1952 Age: 67	
ARDIE KENDRICK	C371 PO BOX1x TWAIN HARTE CA 95383 <b>Reported:</b> 11/1/1992 - 7/31/1993 <b>County:</b> TUOLUMNE	561-82-XXXX Maps <b>Issued:</b> 1966-1967 in CA DOB: 04/XX/1952 Age: 67	

## **REAL PROPERTY OWNERSHIP RECORDS**

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified no records of current property ownership associated with Ardie Kendrick.

## ALAMEDA COUNTY RECORDER INDEXES:

An updated review of Alameda County Recorder's indexes on November 14, 2019, identified the same five recordings under Ardie Kendrick, between 1997-2008 as reported in June 2018. The filings appear to be child support judgments.

# Alameda County, California Clerk-Recorder Web Access

#	Instrument # Book-Page	Date Filed	Document Type	Name Associated Name	Index Status
1	<u>2004481385</u>	10/27/2004	ABSTRACT OF JUDGMENT NO FEE	[R] KENDRICK ARDIE [E] COUNTY ALAMEDA DISTRICT ATTORNEY	Perm
2	<u>2003218990</u> <u>0-0</u>	04/15/2003	ABSTRACT OF JUDGMENT	[R] KENDRICK ARDIE W [E] COUNTY TUOLUMNE DIST ATTY	Perm
3	<u>2008061297</u>	02/20/2008	SUBSTITUTION OF PAYEE (NO FEE)	[R] KENDRICK ARDIE W (+) [E] COUNTY ALAMEDA DISTRICT ATTORNEY	Perm
4	<u>97273547</u> <u>0-0</u>	10/17/1997	JUDGMENT	[R] KENDRICK ARDIE WAYNE [E] COUNTY TUOLUMNE DIST ATTY	Perm
5	<u>99220962</u> <u>0-0</u>	06/14/1999	JUDGMENT	[R] KENDRICK ARDIE WAYNE [E] COUNTY TUOLUMNE DIST ATTY	Perm

## SAN JOAQUIN COUNTY RECORDER INDEXES:

An updated review of San Joaquin County Recorder's indexes on November 14, 2019, identified the same 12 recordings under Ardie Kendrick, Ardie W Kendrick and Ardie Wayne Kendrick, as reported in June 2018. The recordings are all between 2005-2016:

## San Joaquin County Assessor Recorder-County Clerk

## **Online Services**

Showing page 1 of 1 for 12 Total Results

Name Search - Web Grantor and Grantee contains any (KENDRICK ARDIE, KENDRICK ARDIE W, KENDRICK ARDIE WAYNE)

F	2016-022026 • Fictitious Business Name		
	Recording Date 02/26/2016	Grantor HANDYPLUS	Grantee KENDRICK ARDIE W
R	2012-073721 • Release-Federal		
	Recording Date 06/13/2012	Grantor <b>USA INTERNAL REV</b>	Grantee (2) KENDRICK ARDIE
	2011-070556 • Fictitious Business Name		
	Recording Date 06/13/2011	Grantor (4) KENDRICK ARDIE W	Grantee
R	2010-149309 • Release-State		
	Recording Date 11/17/2010	Grantor CALIFORNIA ST FRANCHISE TAX	Grantee (2) KENDRICK ARDIE
	2010-075035 • Lien/Judgment-Federal		
	Recording Date 06/07/2010	Grantor (2) KENDRICK ARDIE	Grantee <b>USA INTERNAL REV</b>
s	2008-022617 • Support Payment - Amend		
-	Recording Date 02/08/2008	Grantor (2) KENDRICK ARDIE W	Grantee (2) ALAMEDA COU
	2008-020923 • Lien/Judgment-State		
	Recording Date 02/06/2008	Grantor (2) KENDRICK ARDIE	Grantee CALIFORNIA ST FRANCHISE TA)

C	2006-180263 • Lien/Judgment-County		
	Recording Date	Grantor	Grantee
	08/23/2006	KENDRICK ARDIE WAYNE	TUOLUMNE COU
•	2006-180253 • Lien/Judgment-County		
		Grantor	Grantee
	Recording Date 08/23/2006		TUOLUMNE COU
	00/25/2000	KENDRICK ARDIE WATHE	TOOLOHINE COO
	2006-180252 • Lien/Judgment-County		
U			
	Recording Date	Grantor	Grantee
	08/23/2006	KENDRICK ARDIE W	TUOLUMNE COU
	2006-150630 • Deed		
D	2000 150050 • Decu		
	Recording Date	Grantor	Grantee (2)
	07/13/2006	KENDRICK ARDIE W	REBER DENISE
D	2005-306095 • Deed		
	2000 00000 0000		
	Recording Date 12/08/2005	Grantor KENDRICK ARDIE	Grantee <b>REBER DENISE L</b>

## **VEHICLE SIGHTINGS**:

<u>Record #1</u>: On November 14, 2019, an updated nationwide search of the license plates keyed to license plate number 67465W1 identified no new sighting since previous update report on August 20, 2019 (see Ardie Kendrick 08/20/2019 report).

<u>Record #2</u>: On November 14, 2019, an updated nationwide search of the license plates keyed to license plate number 7V48443 identified no new sightings since previous update reporting on August 21, 2019 (see Ardie Kendrick 08/21/2018 report).

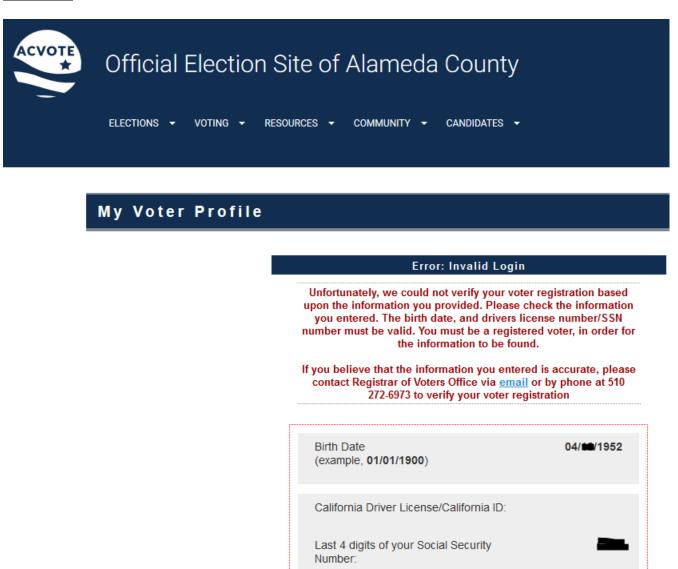
## **VOTER REGISTRATION:**

<u>Record #1</u>: On November 14, 2019, an online search of Alameda County Voter Registration records keyed to Date of Birth: 04/XX/1952 and Last 4 SSN: XXXX; identified no records.

<u>Record #2</u>: On November 14, 2019, an online search of CA SOS Voter Registration records keyed to First Name: Ardie; Last Name: Kendrick: CA Driver License: A0105545; Last 4 SSN: XXXX and Date of Birth 04/XX/1952, identified a current voter registration record for Ardie Kendrick in San Joaquin

County with an address listed as 9812 Hickock Drive, Stockton, CA 95209. Secretary of State records indicate Mr. Kendrick last voted in the November 6, 2018 election.

Record #1



Record #2



# My Voter Status

First name	ARDIE
Last name	KENDRICK
Your preferred language to receive election material is	ENGLISH
Address where you are registered to vote	9812 HICKOCK DR STOCKTON 95209
Your political party preference is	DEMOCRATIC
You are registered as a permanent vote-by-mail voter	YES
You are registered to vote in	SAN JOAQUIN COUNTY
	County website: http://www.sjcrov.org/
	County phone: 209-468-2885

#### Voting History

If you voted in an election, you can see if you voted at a polling place, vote center, voted by mail, or cast a provisional ballot.

If you do not see a recent election that you voted in, it may be because your county has not yet sent information about your ballot to the Secretary of State. Counties have up to 60 days after the election to provide this information to the Secretary of State.

Please note that any voting history prior to the November 6, 2016, General Election is not displayed on this website.

For the most up-to-date status, please contact your county elections office or use their online ballot status tool:

http://www.sos.ca.gov/elections/ballot-status/ 🔗	
Select an election*	11/06/2018 - 2018 STATEWIDE GENERAL ELECTION
S	now Status
For this election, you	were mailed a vote by mail ballot.
Date ballot was mailed by cour	ty 10/8/2018 12:00:00 AM
Date ballot was received by cour	ty 11/6/2018 12:00:00 AM
Cour	ty SAN JOAQUIN
Ballot Stat	us Accepted

#### **INTERNET SEARCHES:**

On November 14, 2019, an updated review of online search engine inquiries and searches of social and professional networking websites identified no new records or references relevant to Ardie Kendrick place of residence (since those reported in the Ardie Kendrick report of June 4, 2018).

Exhibit 16

## November 19, 2019

## Re: Kendrick, Ardie & Denise - 315 Hanover #301

## REVIEW OF DENISE REBER- KENDRICK FACEBOOK POSTINGS, JANUARY 1, 2018 TO NOVEMBER 17, 2019

## **CONCLUSION:**

The preponderance of the evidence contained at Denise Reber-Kendrick's Facebook page, between January 1, 2018 and November 17, 2019 supports a conclusion that Ms. Reber-Kendrick's Principal Place of residence is not at 315 Hanover Ave., Oakland, CA but rather is in Stockton, CA. Specific evidence supporting this conclusion includes the following:

A review of the entire record of publicly available postings at Denise Reber's (aka, Kendrick) Facebook page between January 1, 2018 and November 17, 2019 identified 57 postings that contain information relevant to Ms. Reber-Kendrick's current place of residence. The 57 postings are relevant for one of the following reasons: 1) The post contain a photo of Ms. Reber-Kendrick, or her dog in an unidentified residential setting; 2) The posts contain images or references to Ms. Reber Kendrick's interest in an activity or service in the Oakland, California area; 3) The posts contain images or references to Ms. Reber Kendrick's presence, activities or interests in the Stockton, California area. One listing does not fit these categories – a 12/2/2018 posting evidencing apparent interest in a home for sale in Kelseyville, CA (highlighted green below).

A complete image capture for each of the 57 posts appears in the body of this report. The below Summary of Posts section contains a brief description of each post and is color-coded as follows for convenience: Blue highlighted entries are the photos of Ms. Reber-Kendrick or her dog, in unidentified residential settings; Yellow highlighted entries contain references to Ms. Reber Kendrick's interest in activities or services in the greater Oakland, California area, and; Unhighlighted entries contain images or references to Ms. Reber Kendrick's presence, activities or interests in the Stockton, California area. A statistical breakdown of the posts by category is as follows:

- 41 posts reference a presence, activities or interests in the greater Stockton, California area.

- 5 posts reference a presence, activities or interests in the Oakland, California area.

- 10 posts contain photos of unidentified residential settings.

- 1 miscellaneous post re: an interest in a Kelseyville, CA property for sale.

Not only does the above quantitative break-down of post show a much greater presence and interest in the Stockton area, but the content of the posts strongly support a conclusion that Ms. Reber-Kendrick

resides in Stockton, CA. No posts identify a residential presence in Oakland. The five Oakland area posts only identify a casual interest in an event or activity scheduled to take place - None contain a reference to living in Oakland. However, several of the Stockton themed posts contain strong inferences, or outright references to, Ms. Reber-Kendrick's residential presence in Stockton, eg:

4/13/2018 – "We have these at the Stockton zoo I think" – caption to a photo of two cotton-top tamarins.

8/18/2018 – Photo of a car parked in front of a residence, with caption "Finally got a new car today!! Look out everyone now I can come visit!!!". The street scene is recognizable as Hancock Dr., in the vicinity of 9812 Hancock Dr., Stockton, CA (per Google Street View).

12/15/2018 – A Facebook exchange with family members that comments on Ms. Reber-Kendrick living in Stockton.

6/28/2019 – Posting regarding a lost dog in her yard in Stockton / cross street Davis

8/11/2019 – Posting an ad by United Airlines flying Stockton to LA, Ms. Reber-Kendrick posts "They are flying LAX now awesome!!!!"

10/16/2019 – Another exchange with family referencing Ms. Reber's Kendrick's presence in Stockton.

## **SUMMARY OF POSTS:**

12/26/17 – Photo of Ms. Reber-Kendrick's dog in unknown interior setting.

3/2/18 - In regard to a story about extreme hail in the Sacramento area –"I know it was crazy"

3/6/2018 – Re: a musical show at Jackson Rancheria Casino, Jackson, CA (45 miles from Stockton) – I can get tickets. I'm sure!".

3/9/2018 – Toddler in bathtub at unknown location – "So much fun while Mommy's on vacation!"

3/17/2018 - Re: Water Lantern Festival in Folsom, CA - "This would be cool".

4/7/2018 – In response to ad for Big Bounce America appearance in Sacramento, CA – "This looks like fun!!"

4/13/2018 – Posted image of a sign reading "All men should make coffee for their women...", Ms. Reber comments "My husband does every morning! (it was Ms. Reber's testimony at the 3/20/2019 hearing in this matter that her husband, Ardie Kendrick, no longer permanently resided at Hanover St., Oakland and that he in fact resided at 9812 Hickock Drive, Stockton, CA).

4/13/2018 – In response to ad for Big Bounce America appearance in Sacramento, CA – "This would be fun oh yeah but not for Kaya 🙄 "

4/13/2018 – "We have these at the Stockton zoo I think" – caption to a photo of two cotton-top tamarins.

4/14/2018 – Reposting of an article "Hikes in the Bay Area: 9 trails with waterfall endings. From Goldean Gate Park to the beaches of Point Reyes. The nine locations are Bolinas, Pt. Ryes, Kentfield, Stinson Beach, San Francisco (2), Davenport, Morgan Hill and Big Sur.

4/29/2018 – Photo of what is believed to have been Ms. Reber-Kendrick's dog, with caption "marley is loving the Bay Area".

5/31/2018 – A photo of Ms. Reber-Kendrick's dog, "Marley" in an unidentified interior.

7/6/2018 – Two postings from Locke, CA. Ms. Reber-Kendrick comments in one of the posts "...a great night and dinner in a weird little town. I actually go to spend 20 hours with these guys."

7/17/2018 – In response to an add announcing the opening of a Cracker Barrel restaurant in Sacramento – "No way my Mom loved this place. We went there in Indy. Awesome!!!"

8/9/2018 – In response to an event on Alcatraz Island after dark – "This would be really fun!!"

8/11/2018 – In response to a posting for a Gunslinger Sprint Car Finale – "In Stockton hopefully my kids may make one this year!"

8/18/2018 – Photo of a car parked in front of a residence, with caption "Finally got a new car today!! Look out everyone now I can come visit!!!". The street scene is recognizable as Hancock Dr., in the vicinity of 9812 Hancock Dr., Stockton, CA – see below Google Street View of the vicinity of 9812 Hancock Dr.

9/3/2018 – in response to a Danville, CA property listing – "Perfect what a steaming deal for Danville".

9/3/2018 – Photo of Ms. Reber-Kendrick posing with a gift tee shirt in a residential interior captioned – "My best shirt ever!!"

9/3/2018 – Photo of Ms. Reber-Kendrick's dog, Marley in a residential interior captioned "When you go to Tahoe for 4 days with Mom and Dad and the trip was just too good!"

9/3/2018 – Photos of Ms. Reber-Kendrick and a male posing with tee shirts in an unidentified residential interior. The photos are captioned by "We both got Tahoe shirts".

9/4/2018 – In response to an ad for 415Design + Build located in San Francisco, CA – "This company performs outstanding work!"

11/30/2018 – In response to a video by a holistic veterinarian, Ms. Reber-Kendrick posts "This vet is in Montclair! I'm going to call him".

12/2/2018 – In response to a Kelseyville, CA listing for a home for sale, Ms. Reber-Kendrick posts "I would like to go see this ine (sic)".

12/2/2018 – In response to an advertisement for a Zoo Lights show at the Oakland Zoo, Ms. Reber-Kendrick posts "We should go to this too maybe with Grandpa??"

12/7/2018 – In response to an advertisement for a Christmas Light Show in Stockton, CA, Ms. Reber-Kendrick posts "Want to go check this out"

12/10/2018 – Posting an ad for an international film festival held in Stockton, CA with a comment "Wish my kids could come see this".

12/15/2018 – Another post re: a Christmas Light Show in Stockton, CA – "This looks cool".

12/15/2018 – A Facebook exchange with family members that comment on Ms. Reber-Kendrick living in Stockton – Ms. Reber-Kendrick initiates the exchange:

Ms. Reber-Kendrick :"Next year if we are still alive let's promise to all be together!!! Only my Kayla is coming out of ally my family!! We need to all be together at least one more time!"

Dayna Jean: "As long as it's not in Stockton I will be there!"

Dayna Jean: "If you put ur house up for sale now by Xmas next year you will be all oved !!!!!"

Aylene Front: "wow, you REALLY don't like Stockton!!"

Dayna Jean: "haha no I actually do like Stockton! Lol.. I just like giving her a hard time and I would prefer it if she moved closer to me!"

1/11/2019 – Posting an ad for SeaQuest in Folsom, CA - "Where is this? I would like to go there"

1/25/2019 – Posting an ad for SeaQuest in Folsom, CA - "This looks cool"

1/27/2019 - Posting an ad for SeaQuest in Folsom, CA - "I want to go with my Grandkids!!!?"

6/28/2019 – Posting regarding a lost dog in her yard in Stockton / cross street Davis

7/8/2019 – Posted from unknown location "We race Stockton in September, I will let you know – you should come!!"

7/26/2019 – Posting an ad for A Charlie Brown Christmas at Bob Hope Theatre – Stockton - Ms. Reber-Kendrick posts "This might be fun".

7/27/2019 – Posting an ad for Cirque Dreams Holidaze at Bob Hope Theatre – Stockton, Ms. Reber-Kendrick posts "This might be good". 7/27/2019 – Posting an ad for Friendship Day at Pixie Woods Children's Park – Stockton, Ms. Reber-Kendrick posts "Anyone interested??"

7/28/2019 – Posting an ad for Lodi Street Faire at Lodi Chamber of Commerce – Lodi, Ms. Reber-Kendrick posts "This would be fun".

7/28/2019 – Posting an ad for Summer Fest at– Lincoln Center – Stockton, Ms. Reber-Kendrick posts "This looks cool".

8/4/2019 – Posting an ad for Folsom Picker's Warehouse, Folsom, CA, Ms. Reber-Kendrick posts "This would be fun".

8/4/2019 – Posting an ad for Antiques & Vintage Market at Folsom Picker's Warehouse, Ms. Reber-Kendrick posts "This would be fun".

8/8/2019 — Posting an ad for Gourd & Fine Art Festival at Amador Flower Farm & Nursery, Plymouth, CA, Ms. Reber-Kendrick posts "How about this??"

8/11/2019 – Posting an ad by United Airlines flying Stockton to LA, Ms. Reber-Kendrick posts "They are flying LAX now awesome!!!!"

8/13/2019 – Posting an ad for The Shabby Rabbit in Placerville, CA, Ms. Reber-Kendrick posts "Let's go to this."

9/15/2019 – Posting an ad for Sacramento Chocolate Festival, Ms. Reber-Kendrick posts "Looks good".

9/21/2019 – Posting her daughter's dogs at an unknown location.

9/21/2019 – Reposing from Elk Grove Pets Lost and Found, Ms. Reber-Kendrick posts "Don't know where though".

10/5/2019 – Reposting Sacramento Chocolate Festival, Ms. Reber-Kendrick posts "My nephew Ryan would like this too! Let's go???

10/5/2019 – Repost with no comment – Sacramento Ski & Snowboard Festival

10/6/2019 — Reposting from Escalon Animal Shelter, Ms. Reber-Kendrick posts "Anyone???"

10/16/2019 – A Facebook post from Ms. Reber-Kendrick regarding a video titled "People Are Calling This 'The Most Powerful Christmas Commercial Ever' with her comment "I guess that's what it takes to get your whole family to come home for Christmas!!" Dayna Jean replies: No one likes Stockton that's why we don't like to go. If we had Xmas somewhere great every year I would def be into it. After this year I'm officially going to Mexico every year!!! It's all about destination and living somewhere fantastic!!!

10/18/2019 – Posting Fleet Week San Francisco 2019 – Ms. Reber-Kendrick posts "The blue angel define bad ass in this world!!!"

11/3/2019 - Posting an ad for A Christmas Story – Live! at Sacramento Memorial Auditorium, Ms. Reber-Kendrick posts "Awesome".

11/6/2019 - Posting an ad for Holiday Tree Lighting Ceremony, Sacramento, CA, Ms. Reber-Kendrick posts "This would be fun family – let's plan it ok?"

11/7/2019 - Posting an ad for Holiday Tractor Parade, Winters, CA, Ms. Reber-Kendrick posts "This is so awesome."

11/10/2019 — Posting an ad for Macy's Theatre of Lights – Sacramento, CA, Ms. Reber-Kendrick posts "This would be cool to do!"

11/14/2019 - Ms. Reber-Kendrick posts "Someone needs to give him a home!!" - Sacramento SPCA

## 12/26/17 – Photo of Ms. Reber-Kendrick's dog in unknown interior setting.

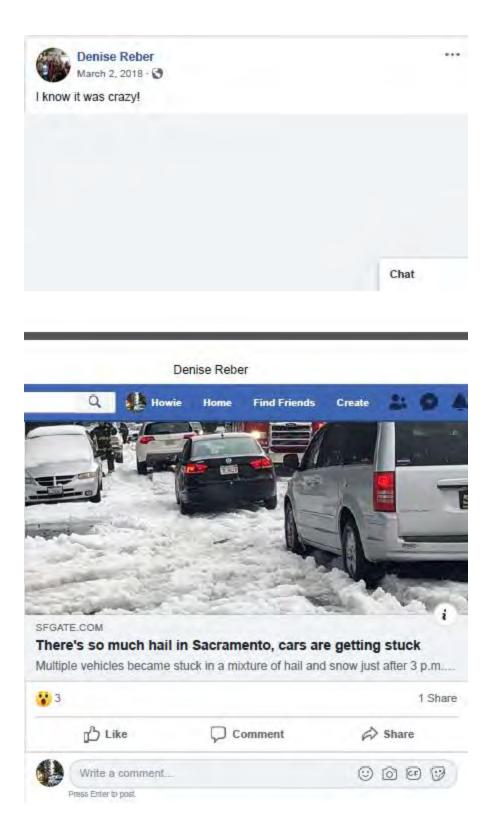
...



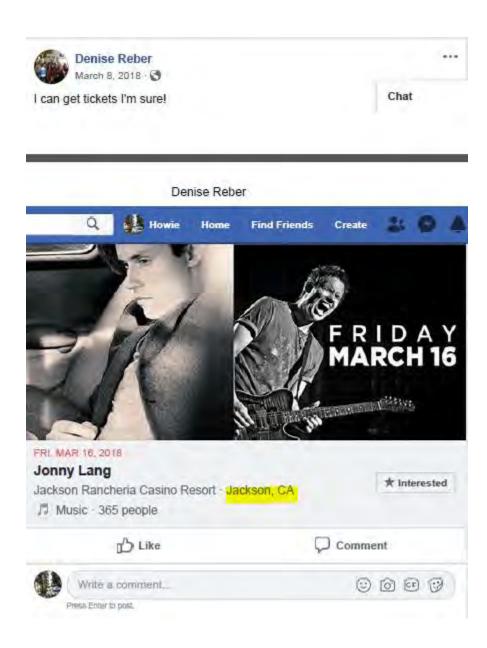
December 26, 2017 - 🕥



3/2/18 - In regard to a story about extreme hail in the Sacramento area –" I know it was crazy"



3/6/2018 – Re: a musical show at Jackson Rancheria Casino, Jackson, CA (45 miles from Stockton) – I can get tickets. I'm sure!".



3/9/2018 – Toddler in bathtub at unknown location – "So much fun while Mommy's on vacation!"



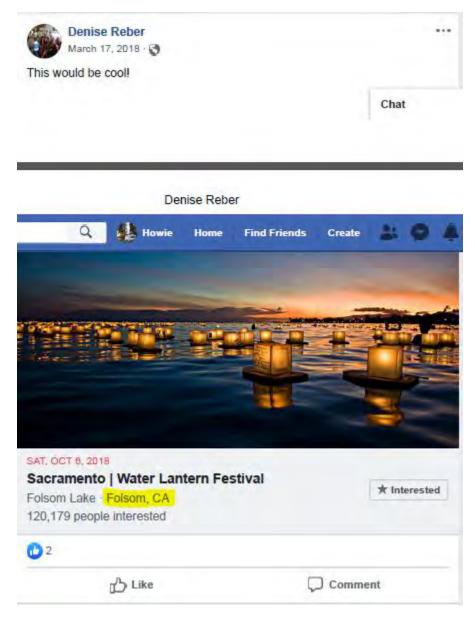
So much fun while Mommy's on vacation!





...

## 3/717/2018 – Re: Water Lantern Festival in Folsom, CA – "This would be cool".



4/7/2018 – In response to ad for Big Bounce America appearance in Sacramento, CA – "This looks like fun!!"

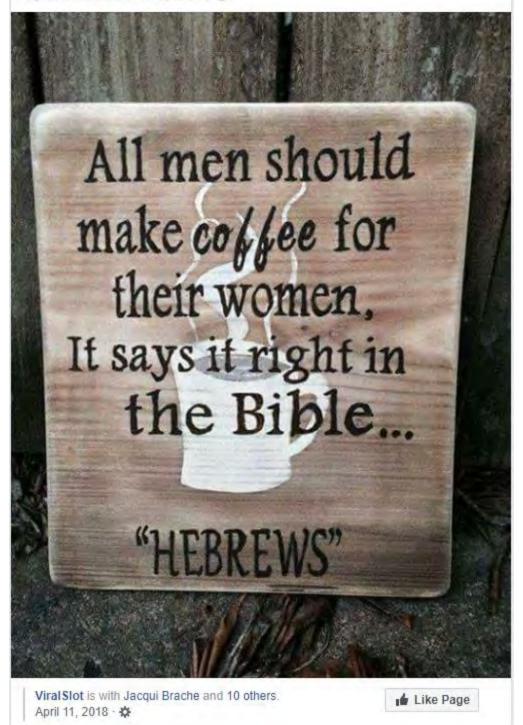
Denise Reber April 7, 2018 · 🔇		
THEBIGBOUNCEAMERICA.C Sacramento CA   Apr Don't miss out, book today	il 27th-29th	a.com
1,398,735 Views The Big Bounce America March 25, 2018 · 🔇		u Like Page
HOUSE to you April 27th-29	TO? We're bringing THE WORLI ith. Join us for super-sized fun, g st. Don't miss out, book today!	
01		
凸 Like	Comment	A Share
Write a comment		00000

4/13/2018 – Posted image of a sign reading "All men should make coffee for their women...", Ms. Reber comments "My husband does every morning! (it was Ms. Reber's testimony at the 3/20/2019 hearing in

this matter that her husband, Ardie Kendrick, no longer permanently resided at Hanover St., Oakland and that he in fact resided at 9812 Hickock Drive, Stockton, CA).



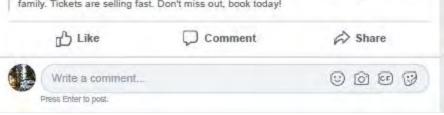
My husband does every morning!



...

4/13/2018 – In response to ad for Big Bounce America appearance in Sacramento, CA – "This would be fun oh yeah but not for Kaya 😳"

Denise Reber April 13, 2018 - 3	
This would be fun oh yeah but not for Kaya😓	
Resume Video	nerica.com
THEBIGBOUNCEAMERICA.COM Sacramento CA   April 27th-29th Don't miss out, book today.	Learn More Chat
Denise Reber	
Q 🚺 Howie Home Find Fri	iends Create 🍰 🙆 🔔
April 10, 2018 - 🕥	
Are you ready SACRAMENTO? We're bringing THE V HOUSE to you April 27th-29th. Join us for super-sized family. Tickets are selling fast. Don't miss out, book to	d fun, games and laughter for all the



4/13/2018 – "We have these at the Stockton zoo I think" – caption to a photo of two cotton-top tamarins.



We have these at the Stockton zoo I think



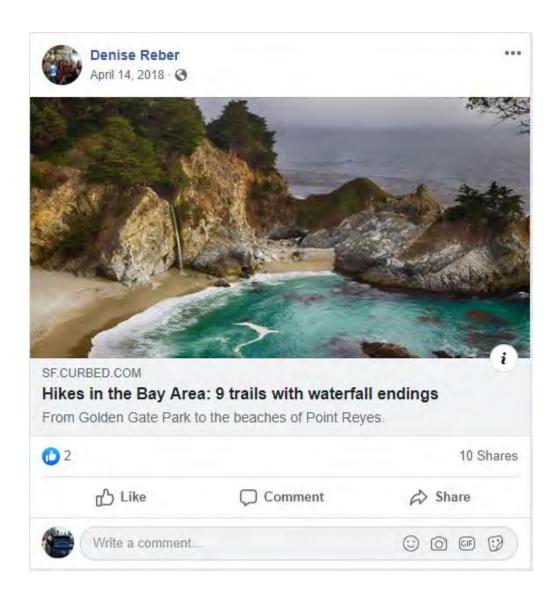
The Rainforest Site 🥝 April 11, 2018 · 🔇

Cotton-top tamarin

Like Page

...

4/14/2018 – Reposting of an article "Hikes in the Bay Area: 9 trails with waterfall endings. From Goldean Gate Park to the beaches of Point Reyes. The nine locations are Bolinas, Pt. Ryes, Kentfield, Stinson Beach, San Francisco (2), Davenport, Morgan Hill and Big Sur.



4/29/2018 – Photo of what is believed to have been Ms. Reber-Kendrick's dog, with caption "marley is loving the Bay Area".



Denise Reber April 29, 2018 - 😮

He can't wait for Uncle Ronnie!!!



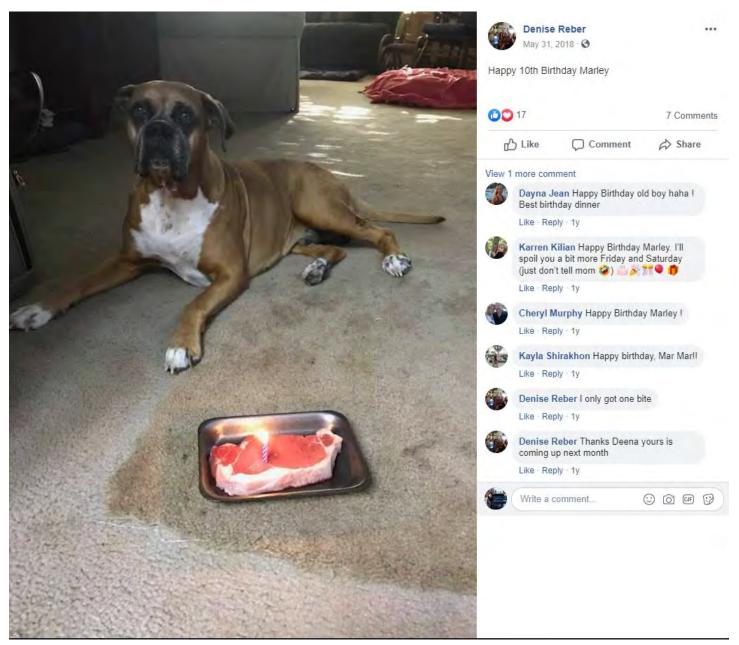
Denise Reber April 27, 2018

Marley is loving the Bay Area

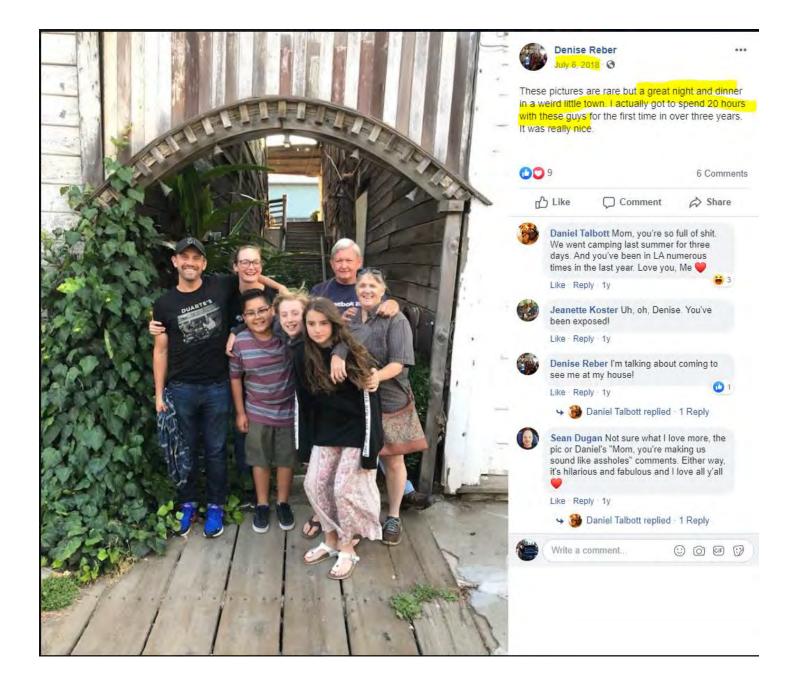
1

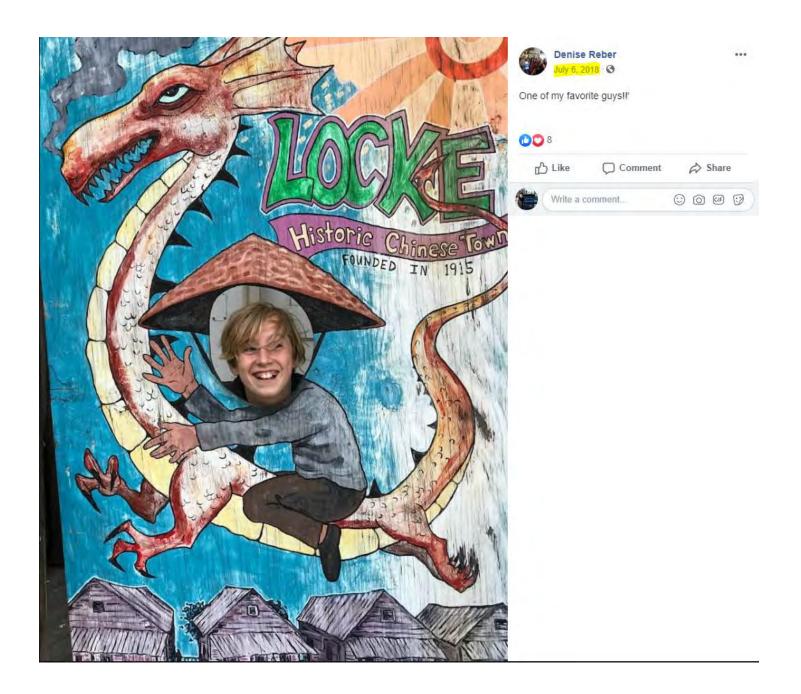
1 Share

5/31/2018 – A photo of Ms. Reber-Kendrick's dog, "Marley" in an unidentified interior.



7/6/2018 – Two postings from Locke, CA. Ms. Reber-Kendrick comments in one of the posts "...a great night and dinner in a weird little town. I actually go to spend 20 hours with these guys.."





7/17/2018 – In response to an add announcing the opening of a Cracker Barrel restaurant in Sacramento – "No way my Mom loved this place. We went there in Indy. Awesome!!!"

	Denise Reber July 17, 2018 - 🔇		
No way	/ my Mom loved t	his place. We went there in	Indy. Awesomell!
ABC10. Crack locati	er Barrel anno	ounces opening date for	r Sacramento
Crack	er Barrel anno	ounces opening date for	r Sacramento 1 Commen
Crack locati	er Barrel anno	ounces opening date fo	
Crack locati	on Like		1 Commen & Share

8/9/2018 – In response to an event on Alcatraz Island after dark – "This would be really fun!!"



Denise Reber August 9, 2018 - 🔇

This would be really fun!!



...

	traz After Dark with UD friends: dress it was 1930s	up	*	Inter	ested
Re A	vrt · 88,241 people				
<b>0</b> 4			2	Com	nment
	ليك Like	Comm	nent		
	Karren Kilian I'll go				
	Like Reply 1y				
	Shelley Rainwater				
	Like Reply 1y				
	Write a comment	$\odot$	0	(GIF)	1

000834

8/11/2018 – In response to a posting for a Gunslinger Sprint Car Finale – "In Stockton hopefully my kids may make one this year!"

Denise Reber August 11, 2018 - S		
In Stockton hopefully my kids may make one th	is year!	
SAT, OCT 27, 2018		
Gunslinger Sprint Car Finale, Focus & Midgets	BCRA * Interest	ted
100 people interested		
2		
Like	Comment	
Write a comment	000	2
Press Enter to post.		_

8/18/2018 – Photo of a car parked in front of a residence, with caption "Finally got a new car today!! Look out everyone now I can come visit!!!". The street scene is recognizable as Hancock Dr., in the vicinity of 9812 Hancock Dr., Stockton, CA – see below Google Street View of the vicinity of 9812 Hancock Dr.

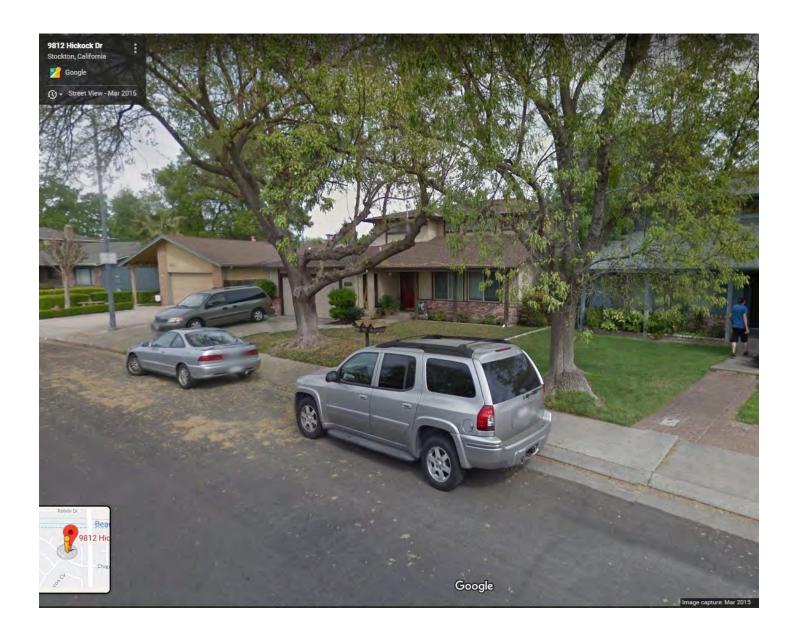


Denise Reber August 18, 2018 · 🔇

Finally got a new car today!! Look out everyone now I can come visit!!! I can also load grandkids and my dog has his own window and all wheel drive for all that snow skiing I'm going to do!! Happy birthday Brandi Juicy And Harvey!!!



## **Google Street View in the Vicinity of 9812 Hickcock, CA (image capture – March, 2015):**



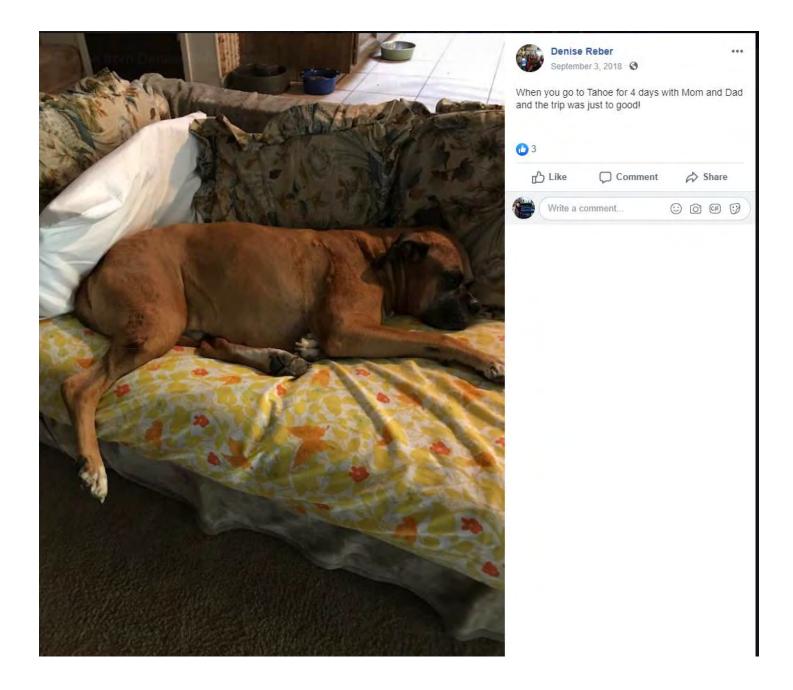
9/3/2018 – in response to a Danville, CA property listing – "Perfect what a steaming deal for Danville".

Denise Reber September 3, 2018 -	0	
Perfect what a steaming of	leal for Danville	
Chad Nichols posted September 3, 2018	an item for sale — with Rose I	Marie Gonzalez-Nichols.
Charming cottage		
\$499,000		
P Danville, CA		
Recently remodeled throughor ponds, park, and to freshly ba	by lush garden. Private locatio ut. Extremely energy and water ked cookies. Sought after scho Almost 25 sq ftgreat Norther from 1-4.	r efficient. Short walk to ol district. Two private
凸 Like	Comment	A Share
Write a comment		0 0 0

9/3/2018 – Photo of Ms. Reber-Kendrick posing with a gift tee shirt in a residential interior captioned – "My best shirt ever!!"



9/3/2018 – Photo of Ms. Reber-Kendrick's dog, Marley in a residential interior captioned "When you go to Tahoe for 4 days with Mom and Dad and the trip was just too good!"



9/3/2018 – Photos of Ms. Reber-Kendrick and a male posing with tee shirts in an unidentified residential interior. The photos are captioned by "We both got Tahoe shirts".



9/4/2018 – In response to an ad for 415Design + Build located in San Francisco, CA – "This company performs outstanding work!"



#### Denise Reber September 4, 2018 · 🚱

This company performs outstanding work!

#### 415DESIGN+BUILD



# WHAT WE DO

Interior Design Design that outlasts movements and fads, quality is our obligation.

...

Remodels + Wood Working Custom builds and designs, manufactured in house by our team.

Maintenance Commercial, Residential and HOA services available.

# WHO WE ARE

employ a fully licensed, bonded crew. Our crew respectful, trustworthy, and guaranteed by 415 design+build to go above and beyond.

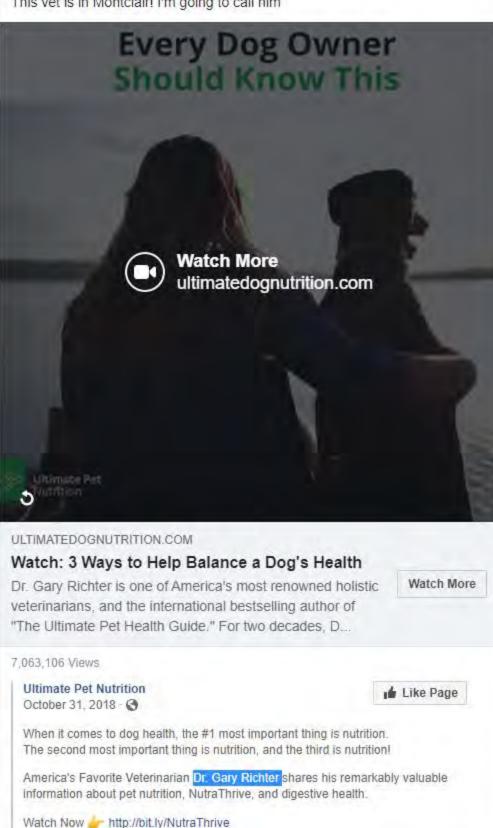


11/30/2018 – In response to a video by a holistic veterinarian, Ms. Reber-Kendrick posts "This vet is in Montclair! I'm going to call him".



Denise Reber November 30, 2018 - 3

This vet is in Montclair! I'm going to call him

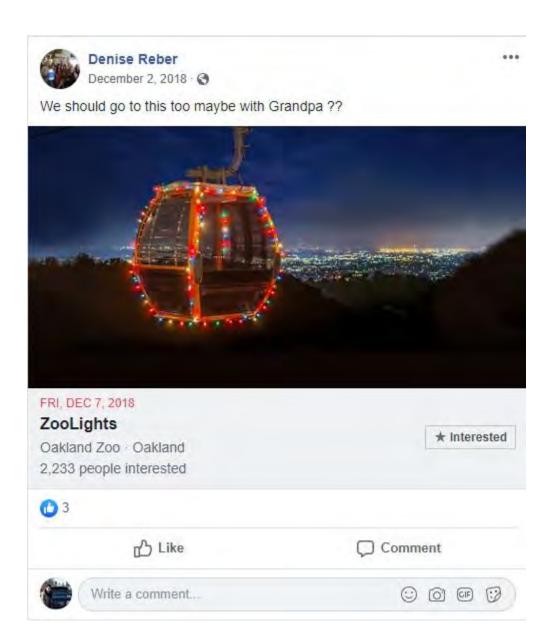


...

12/2/2018 – In response to a Kelseyville, CA listing for a home for sale, Ms. Reber-Kendrick posts "I would like to go see this ine (sic)".



12/2/2018 – In response to an advertisement for a Zoo Lights show at the Oakland Zoo, Ms. Reber-Kendrick posts "We should go to this too maybe with Grandpa??"



12/7/2018 – In response to an advertisement for a Christmas Light Show in Stockton, CA, Ms. Reber-Kendrick posts "Want to go check this out"



12/10/2018 – Posting an ad for an international film festival held in Stockton, CA with a comment "Wish my kids could come see this".



12/15/28 – Another post re: a Christmas Light Show in Stockton, CA – "This looks cool".



Denise Reber December 15, 2018 - 🔇

This looks cool



12/15/2018: A Facebook exchange with family members that comment on Ms. Reber-Kendrick living in Stockton – Ms. Reber-Kendrick initiates the exchange:

...

Ms. Reber-Kendrick :"Next year if we are still alive let's promise to all be together!!! Only my Kayla is coming out of ally my family!! We need to all be together at least one more time!"

Dayna Jean: "As long as it's not in Stocktoin I will be there!"

Dayna Jean: "If you put ur house up for sale now by Xmas next year you will be all oved !!!!"

Aylene Front: "wow, you REALLY don't like Stockton!!"

Dayna Jean: "haha no I actually do like Stockton! Lol.. I just like giving her a hard time and I would prefer it if she moved closer to me!"



Denise Reber December 15, 2018 · 🚱

Next year if we are still alive let's promise to all be together!!! Only my Kayla is coming out of all my family!! We need to all be together at least one more time!



Some thoughts as we enter the holiday season. It is important to remember that not everyone is looking forward to Christmas. Some people are

not surrounded by large wonderful families. Some of us have problems during the holidays and are overcome with great sadness when we remember the loved ones who are not with us.

For many it is their first Christmas without a particular loved one and many others lost loved ones at Christmas. And, many people have no one to spend these times with and are besieged

by loneliness. We all need caring, loving thoughts right now. Please offer support to all those who have family problems, health struggles, job issues, worries of any kind and just need to know that someone cares. Do it for all of us, for nobody is immune.

Dece	dfulness Ireland ember 13, 2018 - 🔇	6	Like Page
3			9 Commen
	🖒 Like	Comment	🖒 Share
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	Like Rep	oly - 48w	
	Stockton!	ront Dayna Crompton wow, y	you REALLY don't like
	Like Rep	ly - 48w - Edited	01
	Lol., I just	ean Aylene Front haha no I ao t like giving her a hard time, a ed closer to me!	
	Like Rep	oly - 48w	
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	Aylene F	ront Dayna Crompton Ahhh, me ,too. 😅	another teaser! My kids
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## 1/11/2019 – Posting an ad for SeaQuest in Folsom, CA - "Where is this? I would like to go there"



#### 1/25/2019 - Posting an ad for SeaQuest in Folsom, CA - "This looks cool"



This looks cool

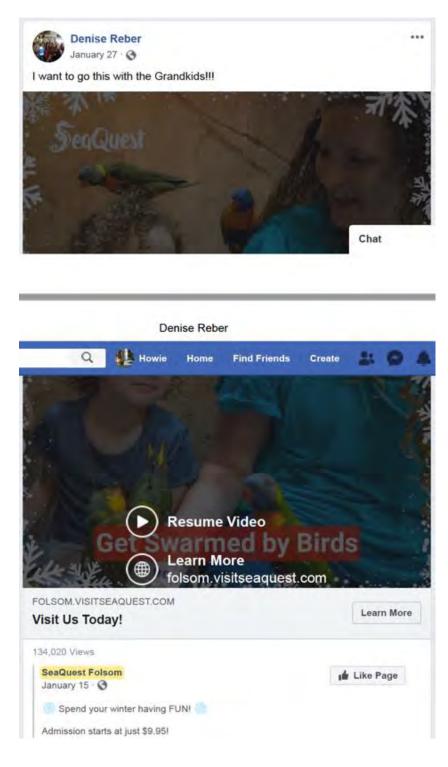
January 25 · 🚱

•••

Denise Reber

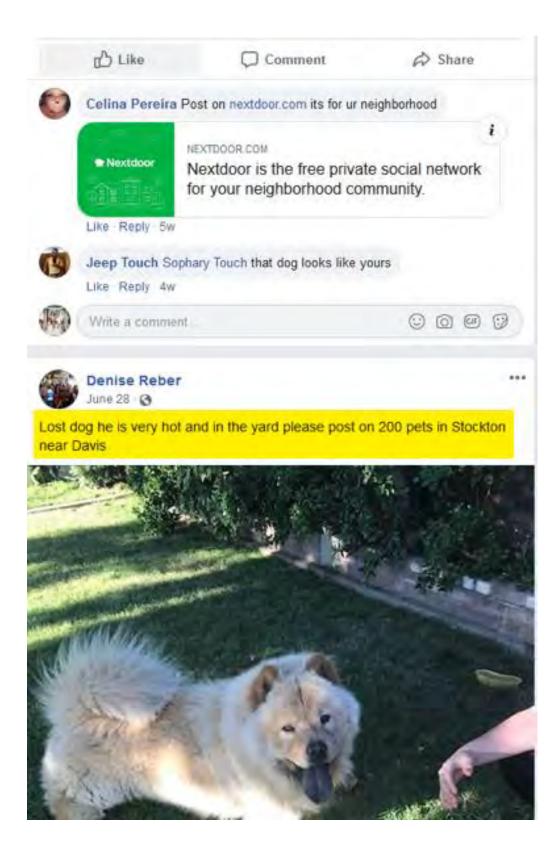


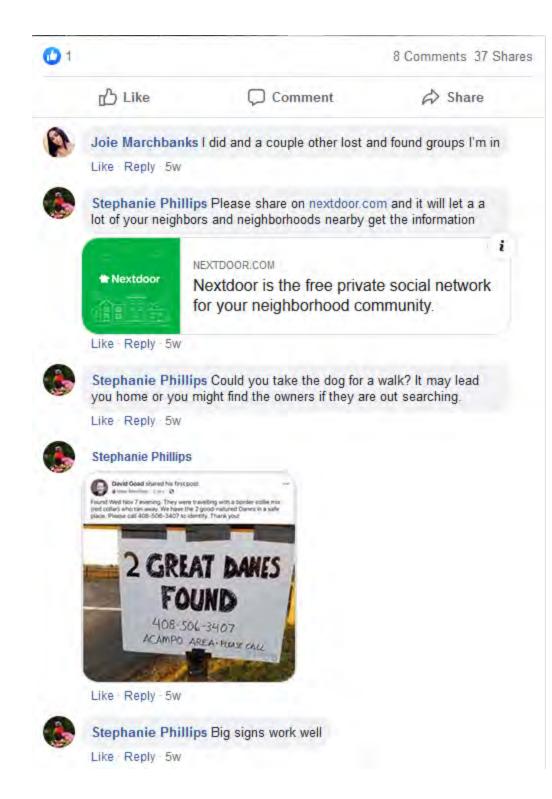
### 1/27/2019 – Posting an ad for SeaQuest in Folsom, CA - "I want to go with my Grandkids!!



# 6/28/2019 – Posting regarding a lost dog in her yard in Stockton / cross street Davis

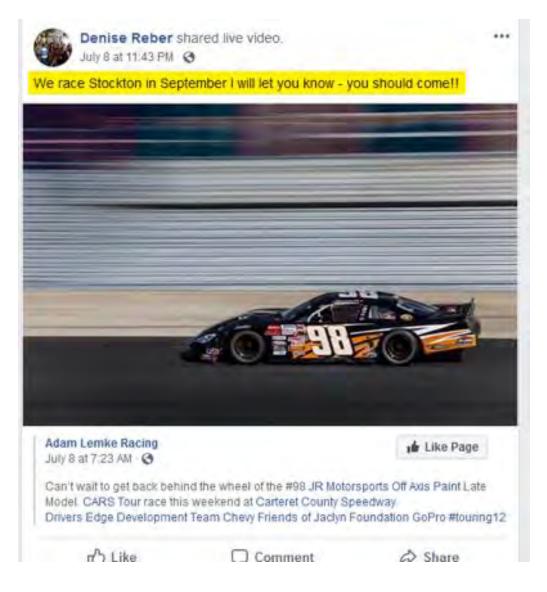








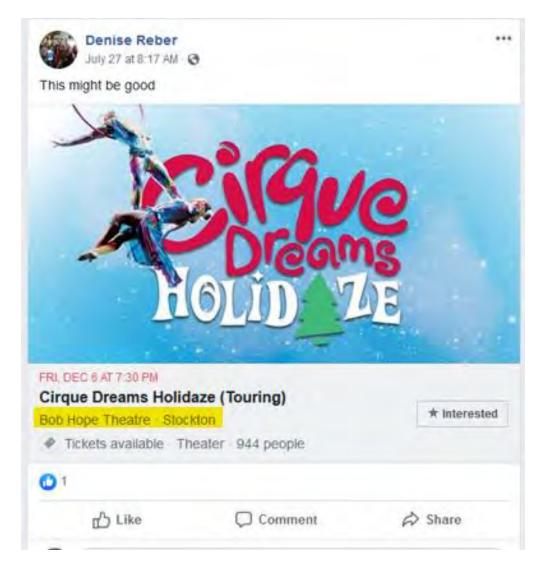
7/8/2019 – Posted from unknown location "We race Stockton in September, I will let you know – you should come!!"



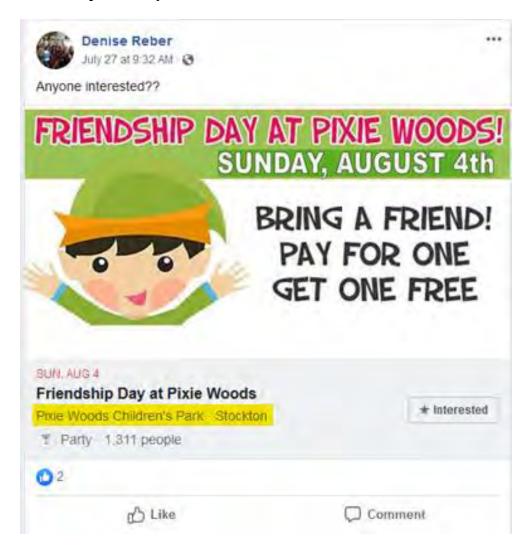
7/26/2019 – Posting an ad for A Charlie Brown Christmas at Bob Hope Theatre – Stockton - Ms. Reber-Kendrick posts "This might be fun"



7/27/2019 – Posting an ad for Cirque Dreams Holidaze at Bob Hope Theatre – Stockton, Ms. Reber-Kendrick posts "This might be good"



7/27/2019 – Posting an ad for Friendship Day at Pixie Woods Children's Park – Stockton, Ms. Reber-Kendrick posts "Anyone interested??"



7/28/2019 – Posting an ad for Lodi Street Faire at Lodi Chamber of Commerce – Lodi, Ms. Reber-Kendrick posts "This would be fun"



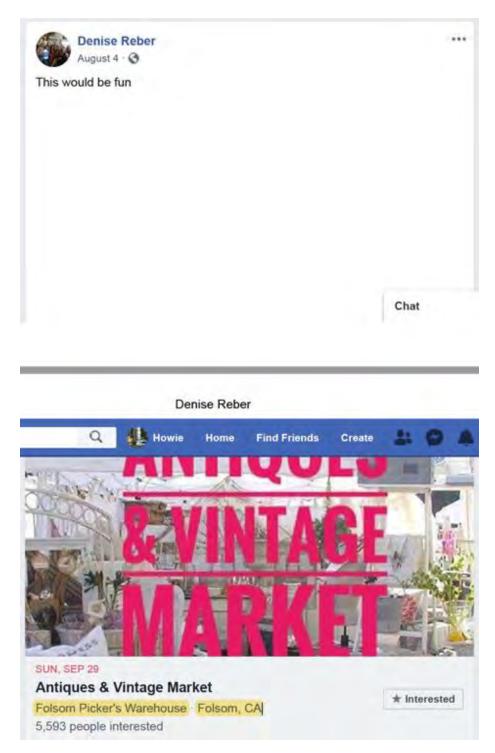
7/28/2019 – Posting an ad for Summer Fest at– Lincoln Center – Stockton, Ms. Reber-Kendrick posts "This looks cool".



8/4/2019 – Posting an ad for Folsom Picker's Warehouse, Folsom, CA, Ms. Reber-Kendrick posts "This would be fun".



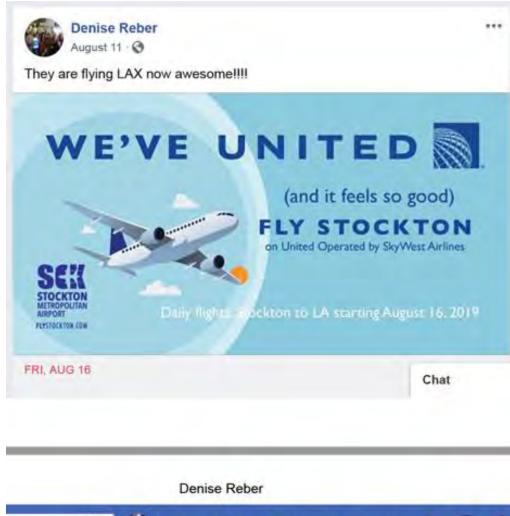
8/4/2019 – Posting an ad for Antiques & Vintage Market at Folsom Picker's Warehouse, Ms. Reber-Kendrick posts "This would be fun".



8/8/2019 — Posting an ad for Gourd & Fine Art Festival at Amador Flower Farm & Nursery, Plymouth, CA, Ms. Reber-Kendrick posts "How about this??"

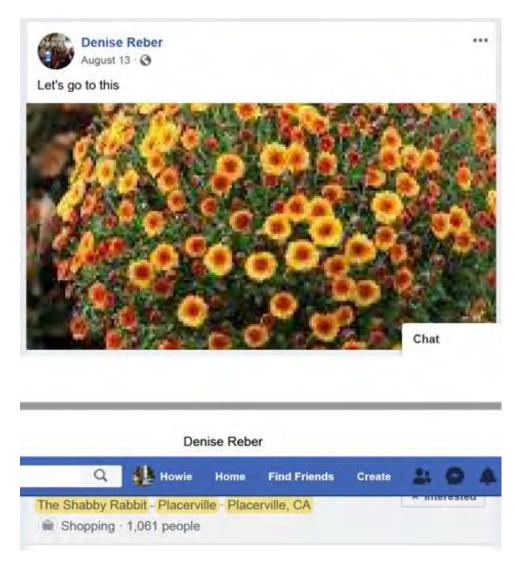


8/11/2019 – Posting an ad by United Airlines flying Stockton to LA, Ms. Reber-Kendrick posts "They are flying LAX now awesome!!!!"

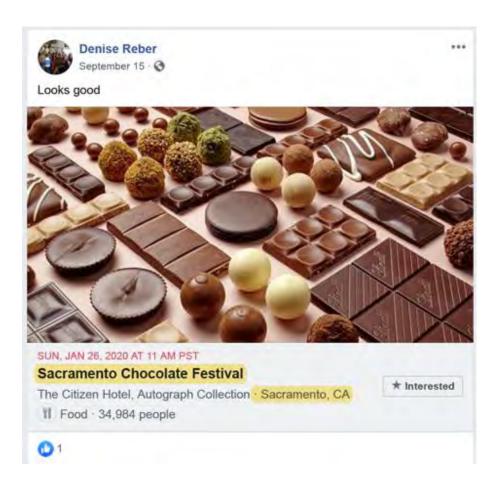




8/13/2019 – Posting an ad for The Shabby Rabbit in Placerville, CA, Ms. Reber-Kendrick posts "Let's go to this."



9/15/2019 – Posting an ad for Sacramento Chocolate Festival, Ms. Reber-Kendrick posts "Looks good".



# 9/21/2019 – Posting her daughter's dogs at an unknown location.



Denise Reber



003

# 9/21/2019 – Reposing from Elk Grove Pets Lost and Found, Ms. Reber-Kendrick posts "Don't know where though".



Kerri Gonzales Elk Grove Pets Lost and Found September 19

Our pup got out while were at work no idea how long she has been out. She is a 11 month great pyrenees. All white with a purple collar. Please if you have message me

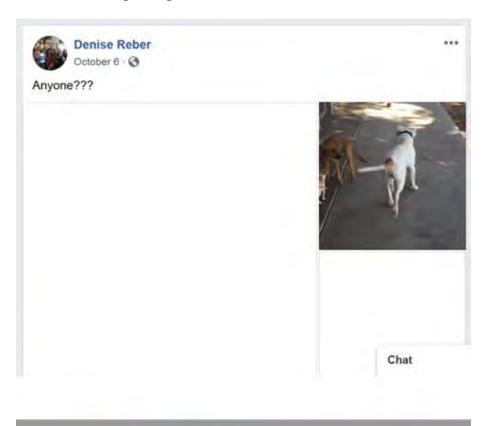
10/5/2019 – Reposting Sacramento Chocolate Festival, Ms. Reber-Kendrick posts "My nephew Ryan would like this too! Let's go???



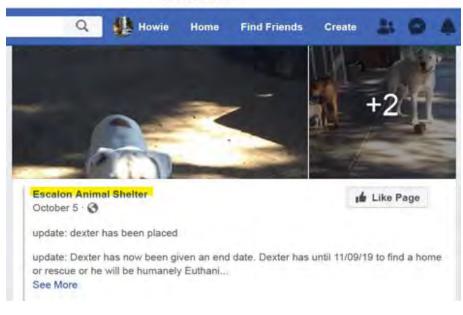
# 10/5/2019 – Repost with no comment – Sacramento Ski & Snowboard Festival



# 10/6/2019 — Reposting from Escalon Animal Shelter, Ms. Reber-Kendrick posts "Anyone???"

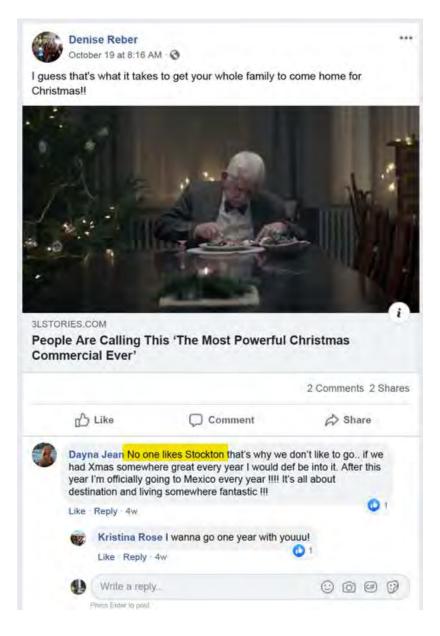


#### Denise Reber



10/16/2019 – A Facebook post from Ms. Reber-Kendrick regarding a video titled "People Are Calling This 'The Most Powerful Christmas Commercial Ever' with her comment "I guess that's what it takes to get your whole family to come home for Christmas!!"

Dayna Jean replies: No one likes Stockton that's why we don't like to go. If we had Xmas somewhere great every year I would def be into it. After this year I'm officially going to Mexico every year!!! It's all about destination and living somewhere fantastic!!!



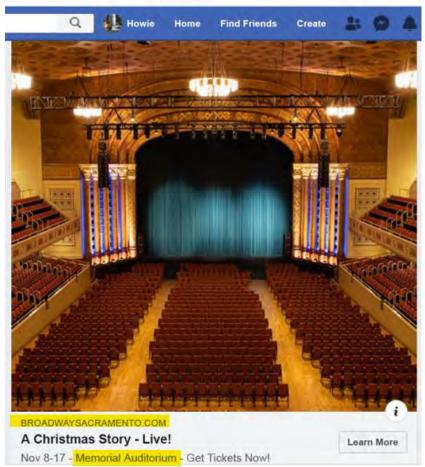
# 10/18/2019 – Posting Fleet Week San Francisco 2019 – Ms. Reber-Kendrick posts "The blue angel define bad ass in this world!!!"



11/3/2019 - Posting an ad for A Christmas Story – Live! at Sacramento Memorial Auditorium, Ms. Reber-Kendrick posts "Awesome".



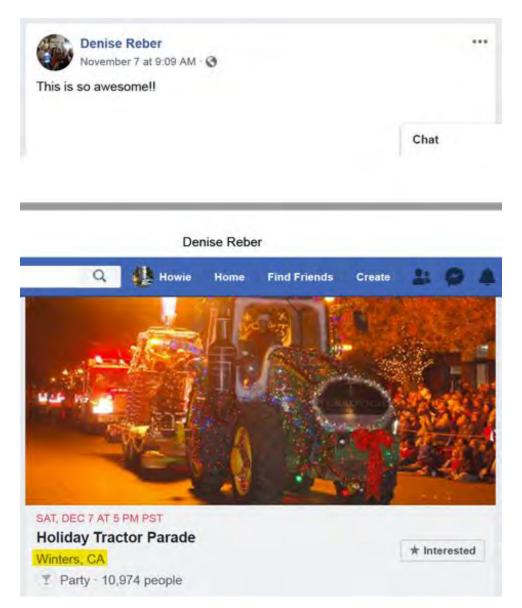
#### Denise Reber



11/6/2019 - Posting an ad for Holiday Tree Lighting Ceremony, Sacramento, CA, Ms. Reber-Kendrick posts This would be fun family – let's plan it ok?"



11/7/2019 - Posting an ad for Holiday Tractor Parade, Winters, CA, Ms. Reber-Kendrick posts "This is so awesome."



# 11/10/2019 — Posting an ad for Macy's Theatre of Lights – Sacramento, CA, Ms. Reber-Kendrick posts "This would be cool to do!"



Theatre of Lights · Sacramento, CA

Chat

# 11/14/2019 - Ms. Reber-Kendrick posts "Someone needs to give him a home!!" - Sacramento SPCA



# CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

# Zoom Invitation for RAP Remote Hearing T18-0249 Reber-Kendrick v. Wasserman-Stern Law Offices

To the Parties:

The scheduled hearing will take place on **April 24, 2023 at 10:00am** and will be held remotely through Zoom. If you do not already have a Zoom account or the Zoom application, please set one up at <u>https://zoom.us</u> and/or install the Zoom application prior to the hearing.

Topic: RAP Remote Hearing T18-0249 Reber-Kendrick v Wasserman-Stern Time: April 24, 2023 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting https://us02web.zoom.us/j/83982429068?pwd=KzVFcGZ6NXNUNnVuSkdpeWVIT0RQUT09

Meeting ID: 839 8242 9068 Passcode: 183982

Or

Dial from your location +1 669 444 9171 US +1 669 900 9128 US (San Jose)

Meeting ID: 839 8242 9068 Passcode: 183982

Respectfully,

Robert F. Costa, Program Analyst II City of Oakland Rent Adjustment Program

CITY OF OAKLAND



# DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

# **ORDER GRANTING 30-DAY CONTINUANCE**

# CASE NUMBER: T18-0249 Reber-Kendrick v. Wasserman-Stern Law Offices PROPERTY ADDRESS: 315 Hanover Avenue, Unit 301, Oakland, CA

An Amended Notice of Remote Settlement Conference and Hearing was served to all parties with a proof of service on August 25, 2020, setting a remote hearing date for December 14, 2020, at 10:00 a.m. This Hearing was held as scheduled but was not completed. When the hearing finished that day, the tenant-petitioner completed presenting her case in chief.

A second day of Hearing was scheduled for February 10, 2021, for the ownerrespondent to present their case. This Hearing was not held because it was postponed indefinitely at the tenant's request.

An Order with a Zoom link was served to the parties with a proof of service, setting a second day of hearing for March 22, 2023, at 10:00 a.m., via Zoom. The parties were instructed that this second day of hearing would begin where the first day of hearing on December 14, 2020, ended.

On February 24, the tenant submitted her second request to postpone the hearing indefinitely. The stated reason is that she had a stroke on October 1, 2022, that left her disabled and that she was attending a rehabilitation program. She submitted a copy of a document showing that she had an MRI on October 1, 2022. However, the tenant did not submit any supporting documents in support of her rehabilitation program, the schedule, frequency or the reason why the tenant could not attend the remote hearing or obtain a representative to attend the hearing on her behalf.

The Rent Adjustment Ordinance states that a party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.<sup>1</sup>

Based on the information submitted, the tenant's stroke she experienced five (5) months ago presents unforeseen and extraordinary circumstances. However, this matter cannot be postponed indefinitely. This is the tenant's second request for indefinite postponement since February 2021. She had two years to obtain a representative.

<sup>&</sup>lt;sup>1</sup> RAP Regulations §8.22.110(A)(1)

Therefore, the tenant is granted one final 30-day extension to obtain a representative if she is unable to attend the remote hearing or dismiss the petition. The remote hearing is scheduled as follows:

Date: April 24, 2023 Time: 10:00 a.m. Place: Remotely via Zoom

All provisions of the Amended Notice of Remote Settlement Conference and Hearing dated August 25, 2020, remain in effect, other than the hearing date.

No more continuances will be granted in this matter.

Dated: February 28, 2023

Linda Moroz

Linda M. Moroz Hearing Officer Rent Adjustment Program

# <u>PROOF OF SERVICE</u> Case Number T18-0249 Reber-Kendrick v. Wasserman-Stern Law Office

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

## **Documents Included**

Zoom Invitation for RAP Remote Hearing Order Granting 30-Day Continuance

#### **Owner**

David Wasserman, Hanover Lakeview Apts. LLP 1 Embarcadero West. #168 San Francisco, CA 94109

#### **Owner Representative**

Greg McConnell, The McConnell Group 1 Embarcadero West #168 Oakland, CA 94607

JR McConnell, The McConnell Group 1 Embarcadero West #168 Oakland, CA 94607

#### Tenants

Denise Reber-Kendrick 315 Hanover Avenue #301 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 7, 2023,** in Oakland, CA.

Teresa Brown-Morris Oakland Rent Adjustment Program



# CITY OF OAKLAND

# 250 FRANK OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612-2043

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

# **HEARING DECISION**

CASE NUMBER/NAME:	T18-0249, Reber-Kendrick v. Hanover Lakeview Apartments, LP	
PROPERTY ADDRESS:	315 Hanover Ave., Unit 301, Oakland, CA	
HEARING DATES:	December 14, 2020 December 19, 2023	
DECISION DATE:	March 28, 2024	
APPEARANCES:	Denise Reber-Kendrick, Tenant Kristen Evans, Attorney for Tenant Greg McConnell, Owner Representative JR. McConnell, Owner Representative	

Jeanne Robertson, Witness for Owner, former Property Supervisor Haroldo Gallardo, Property Manager Jennifer Weingand, Property Supervisor Don MacRitchie, Witness for Owner

## SUMMARY OF DECISION

The Tenant's Petition is denied.

# **INTRODUCTION**

1

Petitioner Denise Reber-Kendrick filed a Tenant Petition on April 25, 2018, contesting a single rent increase from \$1,185.85 to \$4,495.00, effective July 1, 2018, and alleging several decreased housing services.

The owner filed a timely response to the petition, alleging that the contested rent increase is justified by the Costa-Hawkins Act because the petitioner no longer resides at the subject unit as her primary residence.

# PROCEDURAL BACKGROUND

The Remote Hearing began on December 14, 2020, but was not completed. At the hearing held that day, the petitioner completed presenting her case in chief.

A second day of hearing was scheduled for February 10, 2021, for the owner to present its case. That hearing was not held that day because it was postponed indefinitely per petitioner's request.

Subsequently, the RAP scheduled the second day of hearing for March 22, 2023. The petitioner requested that the hearing be postponed in order for her to obtain a representative. The request was granted and the hearing was set for April 24, 2023. Just prior to April 24, 2023, the petitioner requested a six-month postponement due to her medical condition. The request was granted and the RAP scheduled the hearing for November 14, 2023. On November 13, 2023, the tenant requested another postponement, stating that her attorney needed additional time to prepare for the hearing. The request was granted, and the hearing was scheduled for December 19, 2023.

The parties were instructed that no more postponements would be granted and that the hearing set for December 19, 2023, would begin where the first day of hearing, held on December 14, 2020, ended. The Remote Hearing set for December 19, 2024, was held and the hearing was completed that day.

# **ISSUES PRESENTED**

- 1. Is the subject unit used by the petitioner as her primary place of residence?
- 2. Is the contested rent increase justified by Costa-Hawkins Act?
- 3. Have the housing services decreased and, if so, by what amount?

## EVIDENCE

## Background

The Tenant's Petition states that she moved into the building in 1997 at an initial rent of \$900.00 per month. She testified at the hearing that she lived in a different unit in the building and moved into the subject unit (#301) on February 1, 2002. Her current rent at the time she filed her petition was \$1,185.85 per month, and she was provided the notice of the existence of the Rent Adjustment Program (the RAP Notice) on November 1, 2017, from the new owners. She testified that her father owned the building for many years until he sold it to the current owner. The subject unit (#301) is located in a residential dwelling consisting of a total of thirteen (13) residential units. The current owner acquired the building on June 21, 2018.

## Rent Increase

The contested rent increase proposed to increase the monthly rent from \$1,185.85 to \$4,495.00, effective July 1, 2018. The Owner Response states that this rent increase is justified by Costa-Hawkins Act (California Civil Code §1954.52).<sup>1</sup>

#### Primary Residence Issue

<u>Testimony of Denise Reber-Kendrick (Petitioner)</u>: The petitioner testified that her father owned the building when she moved into Unit #301 in February 2002. She testified that Unit #301 has been her home since then and that she never moved out or relinquished possession. She also testified that she purchased other properties over the years but has not claimed a homeowner's exemption at any of those properties.

The petitioner testified that one of the properties she purchased as an investment, and intended to flip it, was located at 9812 Hickock Drive in Stockton, California. She testified that her husband lives at that property, that she does not live with her husband, and that she has not claimed a homeowner's exemption at that property.

The petitioner testified that she sold her family business to Leavitt Machinery in April of 2017, and that Leavitt hired her as a consultant to assist them to get set up and running. She testified that she helped Leavitt open other branches in Northern California, and that she traveled to those branches in Lathrop, Napa and American Canyon later in 2018.

The petitioner submitted a document packet, consisting of 75 pages, containing the following documents:

- Copies of PG&E bills from January to October 2018 and April 2017, showing petitioner's name and address at 315 Hanover Ave., Apt. 301;<sup>2</sup>

- Copies of credit card statements, showing petitioner's name and her P.O. Box address (business address), but not the address at the subject unit;<sup>3</sup>

Copies of a Voter Registration Card, IRS Notice dated 2/11/19, invoices from Blue Sky Drugs and AT&T, all showing the P.O. Box address and not the subject unit address;<sup>4</sup>
Declarations of Leavitt employees who declared that the petitioner, while visiting them at different branches, "intended" to return to Oakland because that is where she lived;<sup>5</sup> and
Declarations of tenants in different units, stating that the petitioner lived at the building.<sup>6</sup>

When asked why the Leavitt declarants did not appear for the hearing to testify, the petitioner stated that she did not ask them and that they probably could not come to the hearing because they were at work. When asked why the tenant declarants did not appear

<sup>&</sup>lt;sup>1</sup> O.M.C. 8.22.060 (1)(c), Owner Response, page 2

<sup>&</sup>lt;sup>2</sup> Petitioner's Exhibit packet, pages 14-29 and 47-51

<sup>&</sup>lt;sup>3</sup> Petitioner's Exhibit packet, pages 32-46

<sup>&</sup>lt;sup>4</sup> Petitioner's Exhibit packet, pages 52-55

<sup>&</sup>lt;sup>5</sup> Petitioner's Exhibit packet, pages 90-93

<sup>&</sup>lt;sup>6</sup> Petitioner's Exhibit packet, pages 95-100

for the hearing, the petitioner stated that they were afraid to testify because they would be retaliated against by the owner.

The Owner submitted an Owner's document packet, consisting of 737 pages, that was admitted into evidence and will be referred to in this Hearing Decision.<sup>7</sup>

<u>Testimony of Jeanne Robertson – former Property Supervisor</u>: Ms. Robertson lives currently in the State of Louisiana and testified that she was employed by Meridian Management in 2018 as a property supervisor when she met the petitioner. She visited petitioner's apartment because she received a report of mold. She testified that she inspected the apartment and did not observe any mold, and that there was no visible damage or evidence of any water intrusion. The alleged mold turned out to be a dark spot on a wall caused by a plug-in light that began smoking at the outlet. She observed no visible damage of any kind and dispatched workers to do some cosmetic paint touch ups and to check the electrical outlet that had the plug-in item that began to smoke.

Ms. Robertson testified that, when she inspected the unit, it looked like no one lived there; the kitchen was empty and looked like no one used it, no clothes were in the closet, everything was packed up and stored in boxes that were stacked in the back bedroom. The petitioner had constructed a partition in the middle of the living room to divide spaces and posted notes on the walls near light switches as reminders to 'turn lights off.'

Ms. Robertson also testified that the petitioner would not let the workers in when she was not there. She testified that while the workers were doing the paint touch up in the subject unit, the petitioner told her that she does not live there but wanted to hold on to the apartment. Ms. Robertson visited the property two to three days each week and, during her visits, other tenants who lived on the same floor and had a common hallway with the petitioner, confirmed to Ms. Robertson that the petitioner did not live there.

<u>Testimony of Jennifer Weingand – Property Supervisor</u>: Ms. Weingand started working for Meridian Management in 2019 and manages fifteen (15) buildings. She visits the buildings once or twice per week for inspections and walk-throughs even if there are no issues. She testified that she met the petitioner once or twice and had a minimal conversation with her; the petitioner told her that she worked in Los Angeles at that time and was staying somewhere else. Ms. Weingand testified that she did not receive any complaints or any requests for maintenance from the petitioner about any issues.

<u>Testimony of Haroldo Gallardo – Property Manager</u>: Mr. Gallardo has supervised and maintained the units in the building since 2019 and all maintenance requests go through him. He then coordinates the work, contacts the contractors and supervises the work that needs to be done. Mr. Gallardo testified that he met the petitioner in 2019 when he introduced himself to her as the new off-site manager. He testified that he remembered receiving a maintenance request form one time from the petitioner and he addressed it. He also testified that the petitioner told him she travels a lot for work.

<sup>&</sup>lt;sup>7</sup> Owner's Exhibit packet, pages 1 through 737

## Testimony of Don MacRitchie - Private Investigator:

Don MacRitchie testified that he was retained to investigate the permanent occupancy of the petitioner. He is a licensed private investigator who is licensed to gather this type of information for administrative proceedings.

In his investigation, he searched several databases and the data he obtained originated with the original consumer. The investigation encompassed searches of various address history databases, public records regarding homeownership, DMV records, and social media outlets. He has performed this type of investigation for over thirty (30) years and has been qualified to testify as an expert in court proceedings regarding false testimony about where people live and has testified as an expert in over seventy matters before the San Francisco and Oakland Rent Boards. He has also testified as an expert in prior proceedings before the Rent Adjustment Program.<sup>8</sup>

Mr. MacRitchie testified that during his investigation, he prepared an Investigator Report based on his findings, dated April 30, 2018, regarding the petitioner and her husband, Ardie Kendrick. This detailed report contains over 600 pages.<sup>9</sup>

Homeownership: the property history and public records show that Denise Kendrick has received the homeowner's exemption from 2006 through 2018 on her property at 9812 Hickock Drive, Stockton, claiming that this property is her principal place of residence.<sup>10</sup> Mr. MacRitchie testified that a Homeowner's Exemption applies if the property is the owner's principal place of residence, and it allows the owner to claim a property tax deduction. The Tax Assessor's office also confirmed that the owner's mailing address of record for the property is the 9812 Hickock Drive, Stockton, address.

Denise and Ardie Kendrick also executed a mortgage loan application where they declared under penalty of perjury that they would occupy this Stockton property as their principal place of residence.<sup>11</sup> The Deed of Trust was recorded on July 13, 2006.<sup>12</sup>

DMV Records/Vehicle Sightings: As of May 2018, the time of the owner's response to the Tenant Petition, out of the five vehicles owned by Denise and/or Ardie Kendrick, no vehicle was registered at the subject unit's address (315 Hanover Ave. #301).<sup>13</sup> The vehicle sightings report which shows vehicles via street traffic cameras, regarding all five vehicles that the petitioner drove from 2010 through 2020, indicated 87% of sightings in Stockton.<sup>14</sup>

Voter Registration: The petitioner's voter registration card did not have the subject unit address at the time the Tenant Petition was filed (2018) or before that.<sup>15</sup>

<sup>&</sup>lt;sup>8</sup> T16-0707 Brown v. Wasserman

<sup>&</sup>lt;sup>9</sup> Owner's Exhibit Packet, pages 75 through 737

<sup>&</sup>lt;sup>10</sup> Owner's Exhibit Packet, page 63

<sup>&</sup>lt;sup>11</sup> Owner's Exhibit Packet, pages 47-48

<sup>&</sup>lt;sup>12</sup> Owner's Exhibit Packet, page 36

<sup>&</sup>lt;sup>13</sup> Owner's Exhibit Packet, pages 123-126

<sup>&</sup>lt;sup>14</sup> Owner's Exhibit Packet, pages 127-177

<sup>&</sup>lt;sup>15</sup> Owner's Exhibit Packet, pages 178-180

Tax Liens: The records of Federal and State Tax Liens filed in 2008 (IRS) and 2010 (State of California) against the petitioner have addresses at 9812 Hickock Drive as addresses of record for the petitioner.<sup>16</sup>

Social Media: Petitioner's posts on Facebook shows 57 posts from January 2018 through November 2019, indicating that the petitioner resides in Stockton.<sup>17</sup> Specifically, the post from April 13, 2018, states that petitioner's husband makes her coffee every morning.<sup>18</sup>

Based on his investigation, Mr. MacRitchie opined that a preponderance of the evidence supports a conclusion that petitioner's permanent place of residence is not the subject property, 315 Hanover Ave., Unit 301, Oakland, California, but rather 9812 Hickock Dr., Stockton, California, that she owns and lives with her husband Ardie and where she has claimed and received the homeowner's exemption since 2006 when she purchased the property. The databases searched did not show any reports of the Hanover Street address as being associated with the petitioner through April 2018, the time she filed her Petition.

### Decreased Housing Services

The petitioner submitted an Addendum with her Tenant Petition where she identified nine (9) items as decreased housing services.<sup>19</sup> However, at the hearing, she limited her testimony to the following items as decreased housing services:

Ceiling leak: The petitioner testified her second bedroom had a water intrusion through the ceiling. She testified that it was repaired but she was not able to use that spare bedroom for ten days during the repair.

Wall cracks/construction dust: There was a remodeling project going on in the building in 2017, and it was dusty during that time. The petitioner testified that her windows got replaced but the construction caused cracks in the walls. The cracks were repaired but not until several months later. At the hearing, the former property manager testified that petitioner did not allow anyone in her unit when she was not present. She inspected the apartment as soon as she could when the petitioner was present and dispatched the workers to do paint touch ups.

Hallway lights/bathtub enamel: Petitioner testified at the hearing that her hallway lights were fixed and the peeling enamel in her bathtub was repaired. She did not address these items any further.

Heat: Petitioner stated on the Addendum and initially testified at the hearing that she did not have heat in 2017. Then she corrected her testimony and stated that she did not have heat in only the living room. Then she testified that she had heat in the kitchen and that the kitchen is open to living room. She also testified that she did not know she had to fill out a

<sup>&</sup>lt;sup>16</sup> Owner's Exhibit Packet, pages 187-188

<sup>&</sup>lt;sup>17</sup> Owner's Exhibit Packet, pages 665-737

<sup>&</sup>lt;sup>18</sup> Owner's Exhibit Packet, page 705

<sup>&</sup>lt;sup>19</sup> Addendum A attached to Tenant Petition, 2 pages

work order and was not sure if she did for this item. She did not know if she notified the owner about this issue and that inspector came and check the unit but did not do anything.

Stove: Petitioner testified that the stove was not fully functional and that the inspector who came to inspect the unit refused to look at the stove. She did not notify the owner about this item.

During her testimony and cross-examination, the petitioner avoided answering questions and, instead, made statements off the topic. She had to be instructed many times to fully listen to the question before answering. When she was asked to explain certain facts, she contradicted her previous statements. For example: she testified that she filled out many requests for maintenance (but did not submit any with her petition); then she testified she did not know she had to fill out maintenance requests when she was questioned about specific items. Petitioner also testified that she told the owner many times about these conditions but did not allow them to go into her apartment unless she was present. She testified that an inspector came into her apartment once but did not do anything.

# FINDINGS OF FACT AND CONCLUSIONS OF LAW

### Petitioner's Status as a Permanent Resident - Costa-Hawkins Act

Califiornia Civil Code Section 1954.53(d) states in part:

(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or unit....

The petitioner's testimony that she purchased the 9812 Hickock Dr., Stockton, property as an investment property "to flip it" and that it was not habitable contradicts the documents she executed. She declared on the mortgage loan documents she will reside at the property as her principal place of residence. While the petitioner testified at the hearing she never claimed a homeowner's exemption on that property and was receiving a tax benefit from 2006. She designated that property address as her mailing address of record with San Joaquin County Assessor's office. It would be a tax and mortgage fraud to claim a principal place of residence.

The petitioner's testimony that the tenants were afraid to testify because they would be retaliated against is simply not credible. It appears implausible that a witness would be

afraid to come to the remote hearing but was not afraid to sign a declaration, that is a public record and disclosed to the parties, where the declarant is identified by the name and unit number.

Similarly, the petitioner posted on Facebook that her husband makes her coffee every morning while the petitioner testified at the hearing that she does not live with her husband in Stockton. It seems unlikely that one would post about an estranged husband who lives in a different city that he makes her happy by making her coffee every morning.

Although it is undisputed that the petitioner has been paying her rent for the subject unit, paying rent alone is not sufficient to establish that the unit is being occupied as a primary residence. Based on the documents the petitioner presented, it seems that there are only PG&E bills showing the subject property address. The petitioner did not provide any other documents, such as bank statements, showing the subject property address prior to 2018.

Finally, the petitioner's statement and the onsite inspection of the subject unit by the former property supervisor indicates that the petitioner did not occupy the unit as her primary residence in 2018 when she filed her petition. There were no clothes in the closet, everything was packed up in boxes and stored in the back bedroom, the kitchen was empty and it looked like no one lived there. Petitioner herself admitted that she did not live there when she made the statement to the former property supervisor that she did not live there but wanted to hold on to the apartment. It appears that the petitioner is holding on to the unit at a below market rate.

The owner has established by a preponderance of the evidence that the petitioner did not permanently reside at 315 Hanover, Unit 301, in Oakland, at the time she filed her petition, but rather, 9812 Hickok Dr., in Stockton, that she owns and lived with her husband Ardie and where she has claimed and received a homeowner's exemption since 2006. Based on the evidence and testimony, there is substantial evidence that the petitioner did not occupy the subject unit as her primary residence at the time she filed her petition.

#### **Decreased Housing Services**

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent<sup>20</sup> and may be corrected by a rent adjustment.<sup>21</sup> However, to justify a rent decrease, a decrease in housing services must be the loss of a service that seriously affects the habitability<sup>22</sup> of a unit or one that was provided at the beginning of the tenancy and is no longer being provided,<sup>23</sup> or one that was contracted between the parties.

<sup>&</sup>lt;sup>20</sup> Oakland Municipal Code (O.M.C.) §8.22.070(F)

<sup>&</sup>lt;sup>21</sup> O.M.C. §8.22.110(E)

<sup>&</sup>lt;sup>22</sup> Green v. Superior Court (1974) 10 Cal.3d 616, 637

<sup>&</sup>lt;sup>23</sup> <u>Ocean Park Associates v. Santa Monica Rent Control Bd</u> (2004) 114 Cal.App.4<sup>th</sup> 1050, 1069 (loss of existing amenities justifies reduction in rent)

The tenant has the burden of proving decreased housing services by a preponderance of the evidence, and must establish that he has given the owner notice of the problem and the opportunity to correct the problem before he is entitled to a relief.<sup>24</sup>

In this case, the items the petitioner identified at the hearing were either addressed within a reasonable time (wall cracks, ceiling leak in the second bedroom) or she no longer wished to address them because the repairs were completed (peeling bathtub enamel, hallway light) or the tenant did notify the owner of these issues (heat, stove). Additionally, she prevented the repairs be done faster because she would not let anyone in her apartment when she was not present. The former property supervisor came to inspect the unit while the petitioner was present in 2018, and all that needed to be done was a paint touch-up and an outlet check due to a smoking plug-in. These items were completed.

The inspector who came to inspect the unit did not issue any notice of violation. The items the petitioner identified at the hearing were completed as soon as the petitioner allowed entry. Besides the items that were addressed (wall cracks, ceiling leak, peeling bathtub enamel, hallway light), the petitioner stated that she did not give notice about any other items (heat in living room, stove). Therefore, the petitioner did not sustain her burden of proof and the claims for decreased housing services are denied.

## <u>ORDER</u>

- 1. The Tenant Petition T18-0249 is denied.
- 2. The rent increase is valid. The new base rent for the subject unit is \$4,495.00, effective July 1, 2018.
- 3. The claims for decreased housing services are denied.

<u>Right to Appeal</u>: This is the final decision of the Rent Adjustment Program (RAP). Either party may appeal by filing a properly completed RAP appeal form that must be received within twenty days after service of this decision. The date of service is shown on the attached Proof of Service.

Dated: March 28, 2024

Linda Moroz

Linda M. Moroz Hearing Officer Rent Adjustment Program

<sup>24</sup> Hearing Decision T11-0191, <u>Howard v. Smith</u> (2012)

9

# **PROOF OF SERVICE** Case Number: T18-0249 Case Name: Reber-Kendrick v. Wasserman-Stern Law Offices

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Oakland, California, addressed to:

# **Documents Included** Hearing Decision

#### **Owner**

David Wasserman, Hanover Lakeview Apts. LLP 1145 Bush Street San Francisco, CA 94109

#### **Owner Representative**

Greg McConnell, The McConnell Group 1 Embarcadero W. #168 Oakland, CA 94607

### **Owner Representative**

JR McConnell, The McConnell Group 1 Embarcadero W. #168 Oakland, CA 94607

## Tenant

Denise Reber-Kendrick 315 Hanover Avenue #301 Oakland, CA 94606

#### **Tenant Representative**

Kristen Evans, Disability Rights California 350 S. Bixel Street Suite 290 Los Angeles, CA 90017

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **April 02, 2024** in Oakland, California.

mis Teresa Brown-Morris

Oakland Rent Adjustment Program

	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313	For Rent Adjustment Program date stamp.
	Oakland, CA 94612-0243 (510) 238-3721	APR 2 2 2024
CITY OF OAKLAND	CA Relay Service 711 www.oaklandca.gov/RAP	OAKLAND RENT ADJUSTMENT PROGRAM

# APPEAL

Appellant's Name			
Denise Reber Kendrick	Owner OTenant		
Property Address (Include Unit Number)			
315 Hanover Ave, Unit 301,	Oaxiand, CA 94606		
Appellant's Mailing Address (For receipt of notices)	Case Number		
(( ))	718-0249		
1 M ( 17 M + 18 M )	Date of Decision appealed		
	March 28, 2024		
Name of Representative (if any)	Representative's Mailing Address (For notices)		
N/A	NA		

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

1) There are math/clerical errors that require the Hearing Decision to be updated. (Please clearly explain the math/clerical errors.)

2) Appealing the decision for one of the grounds below (required):

- a) 
  The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board. (In your explanation, you must identify the Ordinance section, Regulation or prior Board decision(s) and describe how the description is inconsistent.)
- c) The decision raises a new policy issue that has not been decided by the Board. (In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)
- d) D The decision violates federal, state, or local law. (In your explanation, you must provide a detailed statement as to what law is violated.)
- e) The decision is not supported by substantial evidence. (In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)

- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- g) The decision denies the Owner a fair return on the Owner's investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h) Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Supporting documents (in addition to this form) must not exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). Please number attached pages consecutively. Number of pages attached: \_\_\_\_\_.

• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. • I declare under penalty of perjury under the laws of the State of California that on Apcil 20, 2024, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	David Wasserman (Owner)
Address	1145 BUSH Street
<u>City. State Zip</u>	San Francisco, CA 94109
Name	Greg McConnell, The McConnell Group (rep)
Address	1 Embarcadero W. # 168, Dean
City. State Zip	Oakland, CA 94607

4-20-24

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

#### A. Introduction

My name is Denise Reber-Kendrick and I am appealing the March 28, 2024 Hearing Decision in case number T18-0249, Reber-Kendrick v. Hanover Lakeview Apartments, LP. I am appealing the basis of the decision on the following grounds: (i) the decision violates federal, state, and local law; (ii) the decision is not supported by substantial evidence in the record; and (iii) I was denied a sufficient opportunity to present my claim.

#### I. The Decision Violates State, Local, or Federal Law

On March 28, 2024, my petition was denied on the basis that the I did not occupy my home, Unit 301 of 315 Hanover Avenue, as my primary residence at the time the petition was filed in 2018.<sup>1</sup> However, the Board's decision is inconsistent with California Civil Code section 1954.52, the Costa Hawkins Act. That is, because I "remain[ed] an occupant in lawful possession of the dwelling or unit," the decision violates the plain language of section1954.52 subsection (d). The statute states:

(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit. Nothing contained in this section shall be construed to enlarge or diminish an owner's right to withhold consent to a sublease or assignment. (*emphasis added*).

#### a. "Reside" or "Permanently Resides" is Neither Defined Under Costa-Hawkins nor Within the Hearing Decision IItself

The terminology "reside" or "permanently resides" is not defined within the text of section 1954.52. However, California courts have long recognized there is no settled meaning of the word "reside." For instance, in *Smith v. Smith*, the Court of Appeal argues, "Residence, as used in the law, is a most elusive and indefinite term. It has been variously defined."<sup>2</sup> Yet, even though the officer concluded that I "did not occupy my

<sup>&</sup>lt;sup>1</sup> See Hearing Decision, p. 7

<sup>&</sup>lt;sup>2</sup> Smith v. Smith, 45 Cal.2d 235, 239 (1955)

rental unit as my primary residence" when upon filing in 2018, the Board never provided a clear definition of what a tenant must do to "reside" or "permanently reside" nor cites to any Board precedent, cases, or legal authority to support its argument. Rather, the Board uses several different terms and phrases interchangeably, including "permanent residence" and "primary residence." Yet, even if the Board properly concluded Unit 301 was not my primary residence in 2018, just as there is no definition of "permanent residence" under Costa Hawkins there similarly no mention—or requirement— of "primary residence" within the statute. Further, nothing within the text of Costa-Hawkins prevents individuals from having multiple residences. Thus, in light of the Board's confusion over how to properly interpret the statute and the limited construction of the meaning of reside, there was no proper basis for the Board to render its decision in support of the rent increase.

#### II. The Decision is Not Supported Substantial Evidence in the Record

The Board's decision is also not supported by the clear weight of the record. As the record makes clear, at the time of filing my petition, I was "an occupant in lawful possession" of my rental unit within the meaning of the statute. The Board even makes this concession in the decision when it states, "it is undisputed that the petitioner has been paying her rent...and provided PG&E bills showing the subject property address." Moreover, my petition included included several declarations, seven of which came directly from neighbors who corroborated my permanent residence at 315 Hanover Ave.

Further, although I travelled regularly for business at the time period in question,<sup>3</sup> and have owned another property in Stockton since 2006, I never vacated nor subleased my residence at 315 Hanover. Notably, as the decision itself illustrates, the Board never found that I had vacated my home at Unit 301. The Board similarly did not determine that I had subleased or assigned my unit in violation of my rental agreement. As a result, because my lawful possession of Unit 301 as an original occupant is supported by the record, the Board's decision violates Costa-Hawkins and the rent increase must be overturned.

#### III. I was Denied Sufficient Opportunity to Explain/Provide Testimony

Lastly, due to the duration of my petition being prolonged over multiple years, and several hearing officers having been involved at different stages of my case, I was denied the opportunity to have a fair hearing.

Although the Hearing Decision incorrectly notes the hearing dates and timeline of my petition, the first day of my hearing actually on March 20, 2019. Due to the substantial testimony, the hearing was set to continue on another date. However,

<sup>&</sup>lt;sup>3</sup> See Declarations in Support of Tenant Petition

because of several continuances, the original hearing officer going on medical leave, and then the tragic occurrence of the COVID-19 pandemic in 2020, the lifespan of my petition has been spread out over several years, requiring several different hearing officers to be involved in my petition.

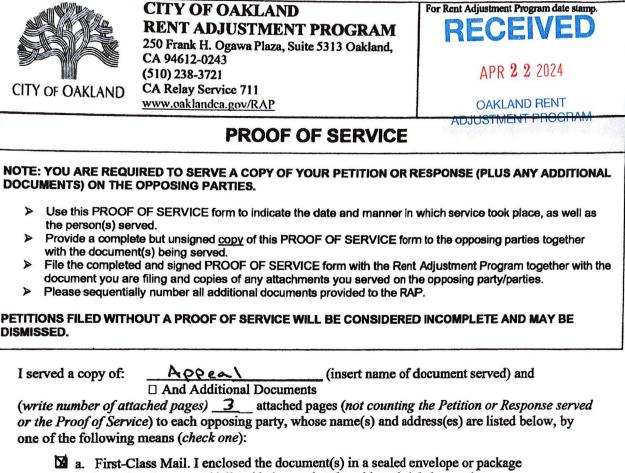
This fragmented process has led to a great deal of confusion and has denied me my ability to obtain a fair hearing and to be able to present the entirety of my case to a hearing officer that has a proper understanding of the record and the high stakes of my petition. This confusion and denial of procedural fairness is further evidenced by the board's incorrect description of the procedural history in it's decision and on the RAP case portal itself. Accordingly, in light of the Board's precedent of remanding a decision for further analysis when the record is unclear, I would like to request that if the erroneous decision is not overturned that it at the very least be remanded for a new hearing as afforded in the following cases:

> T01-0562 Galvez v. Horizon Management T01-0561 Aguirre v. Horizon Management T01-0560 Martinez v. Horizon Management T01-0559 Gameros v. Horizon Management T01-0558 Maldonado v. Horizon Management T01-0550 Garcia v. Horizon Management T01-0549 Martinez v. Horizon Management

#### **B.** Conclusion

Thank you for your consideration of my appeal.

Sincerely, Denise Reber-Kendrick



- addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- **b**. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- C. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

#### **PERSON(S) SERVED:**

Name	City of Oakland new Adjustment Program
Address	250 H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612-0243
Email Address	

Form - Petition PoS - EN - 8.14.23

Page 1 of 3

For Rent Adjustment Program date stamp.

Name	David Wasserman (Owner) Hanover Lakerien
Address	1145 Bush Street
City, State, Zip	San Francisco, CA 94109
Email Address	

Name	Grey McConnell (Owner Rep.)
Address	1 Embarcadero W. # 168
City, State, Zip	Oakland, CA 94607
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

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Page 2 of 3

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page

1 declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on  $\frac{4}{24}$  (insert date served).

Denise Reber-Kendrick PRINT YOUR NAME

4120 24

SIGNATURE

DATE

Page 3 of 3



# Memorandum

- To: Oakland Rent Adjustment Program Appeal Board
- Cc: Denise Reber-Kendrick, Tenant
- From: Gregory McConnell, Owner Representative Mary Hullowk
- Date: May 9, 2024
- Re: Owner Response to Appeal of RAP Decision T18-0249

#### Introduction

The following is in response to Tenant Denise Reber-Kendrick's appeal of the Hearing Officer's Decision in Case No. T18-0249, regarding 301 Hanover Ave. #301, Oakland, CA 94606. Owner refutes Tenant's claims that: (1) the decision violates federal, state, or local law (2) the decision is not supported by substantial evidence in the record; and (3) tenant was denied sufficient opportunity to present her claim.

#### Argument

# 1. <u>The Decision **Does Not** Violate Federal, State or Local Law.</u>

Hearing Officer correctly applied the Costa-Hawkins Rental Housing Act, California Civil Code Section 1954.53(d). That was the basis of the rent increase issued to the Tenant, and the decision is lawful under federal, state and Oakland law.

Contrary to Tenant's assertion, there is no ambiguity in the use of the terms "reside" or "permanently resides". The Rent Board frequently defines these phrases in a variety of cases including owner occupancy matters and the Hearing Officer's Decision follows those definitions.

# 2. <u>The Decision Is Supported by Substantial Evidence in the Record</u>.

The Hearing Officer's decision is supported by over 730 pages of documentation provided by the Owners which was corroborated by testimony from the Owner's witnesses and further proved by contradictions in Tenant's own testimony. Record evidence includes documentation from the San Joaquin County Assessor's office which proves Tenant claims a primary residence in Stockton, CA. As well, posts on

Tenant's social media accounts regarding her living situation shows that Tenant used the Stockton address as her primary residence. One such reference points out that her husband, with whom she resided, made her coffee every morning. (Hearing Officer Decision, Findings of Fact, paragraph 4)

The tenant has continued to benefit from her homeowner exemption despite the undisputed record evidence that the homeowner tax exemption law requires that if Tenant's Stockton home was not where the tenant resided as her principal place of residence, she had an affirmative duty to so inform the county and she did not do so. Tenant's Facebook postings and detailed testimony of the expert witness, Private Investigator Don MacRitchie about tenant's sightings in Stockton also served as substantial evidence on the issue of where the tenant permanently resided.

The Hearing Officer's decision states:

The owner has established by a preponderance of the evidence that the petitioner did not permanently reside at 315 Hanover, Unit 301, in Oakland, at the time she filed her petition, but rather, 9812 Hickok Dr., in Stockton, that she owns and lived with her husband Ardie and where she has claimed and received a homeowner's exemption since 2006. Based on the evidence and testimony, there is substantial evidence that the petitioner did not occupy the subject unit (315 Hanover #301) as her primary residence at the time she filed her petition.

Rent Board Regulation 8.22.020 sets forth the definition of Principal Residence and it is applicable to this case:

"Principal Residence" means the one dwelling place where an individual primarily resides. Such occupancy does not require that the individual be physically present in dwelling place at all times or continuously, but the dwelling place must be the individual's usual or intended place of return. A Principal Residence is distinguishable from one kept primarily for secondary residential occupancy, such as a pied-a-terre or vacation home, or non-residential use, such as storage or commercial use. A determination of Principal Residence shall be based on the totality of circumstances, which may include, but are not limited to, the following factors: (1) whether the individual carries on basic living activities at the subject premises; (2) whether the individual maintains another dwelling and, if so, the amount of time that the individual spends at each dwelling place and indications, if any, that residence in one dwelling is temporary; (3) the subject premises are listed as the individual's place of residence on any motor vehicle registration, driver's license, voter registration, or with any other public agency, including Federal, State and local taxing authorities; (4) utilities are billed to and paid by the individual at the subject premises; (5) all or most of the individual's personal possessions have been moved into the subject premises; (6) a homeowner's tax exemption for the individual has not been filed for a different property; (7) the subject premises are the place the individual normally returns to as his/her home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, incarceration, or other reasonable temporary periods of absence. (Emphasis added)

The Hearing Officer's evaluation of the issues listed above were based on record evidence that proved the subject unit was only used for convenience and not as Tenant's primary residence. That evidence was provided by Owner witnesses including managers and the expert witness, Private Investigator Don MacRitchie, who gave a detailed report.

Additionally, documentary evidence was introduced on the Tenant's homeowners tax exemption and her deed of purchase where Tenant declared under penalty of perjury that the Stockton home would be Tenant's primary place of residence. The tenant did not rebut the evidence submitted. The key pieces of evidence that she has a homeowner's tax exemption property she owned in Stockton, California, and proof that she spent the majority of her time in Stockton support the Hearing Officer's Decision.

The rent adjustment ordinance was never intended to protect people from rent increases who use desperately needed housing as a secondary place for convenience rather than their place of primary or permanent residence. This is precisely why Costa Hawkins was passed by the state of California.

All of the above proves that the decision was supported by substantial evidence and must be affirmed.

# 3. <u>Tenant Was Not Denied Sufficient Opportunity to Present Her Claim.</u>

The Tenant was given ample opportunity to present her claims. This tenant petition originated in 2018. It was decided in 2024. The delays were due in large part to multiple continuances caused by changes in Hearing Officers and many continuances that were requested by the Tenant.

Tenant had the right and opportunity to produce witnesses on her behalf, but she did not. Tenant had the right and opportunity to produce documentary evidence to support her claims but did not. (Other than a few written statements from a few residents at the building that the Hearing Officer found unpersuasive.)

The Tenant had competent attorney representation in every hearing before the Hearing Officers. In the hearing conducted by Hearing Officer Maimoona Ahmad, Tenant's attorney, Jeff Pettibone, rested after presenting Tenant's case. In the hearing held by Hearing Officer Linda Moroz, Tenant was represented by Attorney Kristen Evans. After presenting Tenant's case, she too rested the case.

If Tenant had additional testimony to provide, she could have done so, but her attorneys rested without ever asserting that they needed additional time to present additional testimony. The assertion that Tenant was not given ample opportunity to present her claim is totally without merit. As stated in an Order issued by Maimoona Ahmed, dated August 18, 2020:

The original Hearing Officer assigned to the above-referenced case was Stephen Kasdin. Mr. Kasdin presided over the first day of Hearing held on March 20, 2019, but the Hearing was not completed. Subsequently, Mr. Kasdin left on medical leave. In his absence, the case was reassigned to Hearing Officer Maimoona Ahmad. On May 23, 2019, Ms. Ahmad issued an order scheduling a new Hearing in this case and instructed the parties that the Hearing would be a de novo Hearing, not a continuation of the prior proceeding. She wrote:

"Due to the fact-specific nature of this case, **and the credibility determinations at issue**, the Hearing will be a de novo Hearing, not a continuation of the prior proceeding. Both parties are directed to prepare their cases in full for the new Hearing on December 14, 2020"

Tenant was represented by attorneys well versed in administrative law proceedings. We submit it is simply not credible for the Tenant to now claim insufficient opportunity to present her claims. In the decision, the hearing officer concludes that the tenant's testimony is not credible. This is but one more example.

# Conclusion

The Hearing Officer conducted a fair and thorough hearing. The decision is consistent with federal, state, and local laws and was decided based upon substantial evidence in the record. The Tenant had six years to produce and present her case during three different hearings. She had very good attorneys who presented the evidence they wanted the Hearing Officer's to consider, and they rested their cases.

At this point in time the Board must end this six-year case. On behalf of the Owners, we respectfully submit this Hearing Officer's Decision must be affirmed. The appeal must be denied.

For Rent Adjustment Program date stamp.



# **CITY OF OAKLAND RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP

# **PROOF OF SERVICE**

#### NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- > Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- > Provide a complete but unsigned copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- > File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- > Please sequentially number all additional documents provided to the RAP.

# PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

Memorandum - Owner Response to

I served a copy of: Appeal of RAP Decision T18-0249 (insert name of document served) and X And Additional Documents Memorandum- T18-0249 Notice of Unavailability (write number of attached pages) \_\_\_\_ attached pages (not counting the Petition or Response served)

or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- **a**. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- **b**. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- □ c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

# **PERSON(S) SERVED:**

Name	Denise Reber-Kendrick
Address	315 Hanover Ave #301
City, State, Zip	Oakland, CA 94606
Email Address	gflrosen@aol.com

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
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Email Address	

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Address	
City, State, Zip	
Email Address	

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on  $\frac{5/9}{2024}$  (insert date served).

JR McConnell, Owner Representative PRINT YOUR NAME

Mand

SIGNATURE

5/9/2024

DATE





DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department Rent Adjustment Program

TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

# **ORDER GRANTING ONE-TIME CONTINUANCE OF APPEAL HEARING**

# Case No./Name: T18-0249, Reber-Kendrick v. Hanover Lakeview Apartments, LP

Property Address: 315 Hanover Avenue, Unit 301, Oakland, CA

Background: On May 30, 2024, the Rent Adjustment Program (RAP) received a Request to Change the Date of Proceeding form from Tenant Appellant Denise Reber-Kendrick. The tenant requested that the appeal hearing currently scheduled for June 13, 2024, be continued for 60 days because her prior legal representative "will no longer be able to represent me moving forward" and she is "trying to obtain new representation."

On May 31, 2024, the Rent Adjustment Program received a response from Owner Respondent Representatives Gregory and JR McConnell, opposing the continuance request, and providing a history of the matter, which included a number of continuances in a "case that has been pending for six years."

The Rent Ordinance Regulation at Section 8.22.120.C.1. states as follows:

The Board or Staff may grant a postponement of the appeal hearing only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.

Although, as the Owner Respondent Representatives pointed out, numerous continuances were granted to Tenant Reber-Kendrick in the underlying hearing, this is the first postponement request that the tenant has submitted regarding the appeal hearing. Tenant Reber-Kendrick's need for additional time to attempt to obtain new legal representation constitutes good cause; however, as the regulation statues, she may be granted "only one postponement for good cause" for this purpose.

Therefore, **GOOD CAUSE APPEARING,** the Appeal Hearing scheduled for June 13, 2024, is hereby cancelled and shall be rescheduled **on a one-time basis** to <u>July 25, 2024, at 6:00 pm</u>.<sup>1</sup>

A new Notice of Appeal Hearing will be sent to the parties under separate cover.

Senior Hearing Officer ilaY-aT stineuguerita Fa-Kaji

Rent Adjustment Program

DATED: June 3, 2024

<sup>&</sup>lt;sup>1</sup> This date is 56 days after the date of Tenant Reber-Kendrick's request, and is the closest Board Meeting date to the 60 days requested by the tenant. Granting additional time beyond this date would not be "in the interests of justice," given the lengthy delays involved in this case during the RAP Hearings process.

# **<u>PROOF OF SERVICE</u>** Case Number T18-0249

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

#### **Documents Included**

Order Granting One Time Continuance of Appeal Hearing

#### Owner

David Wasserman, Hanover Lakeview Apts. LLP 1145 Bush Street San Francisco, CA 94109

#### **Owner Representative**

Greg McConnell, The McConnell Group 1 Embarcadero W. #168 Oakland, CA 94607

# **Owner Representative**

JR McConnell, The McConnell Group 1 Embarcadero W. #168 Oakland, CA 94607

# Tenant

Denise Reber-Kendrick 315 Hanover Avenue #301 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 04, 2024** in Oakland, CA.

Nyila Webb

Nyila Webb

Oakland Rent Adjustment Program





DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

# Housing Residential Rent and Relocation Board (HRRRB)

# **APPEAL DECISION**

CASE NUMBER:	T18-0249, Reber-Kendrick v. Hanover Lakeview Apartments, LP
APPEAL HEARING:	July 25, 2024
PROPERTY ADDRESS:	315 Hanover Ave., Unit 301, Oakland CA

# BACKGROUND

Petitioner filed a tenant petition on April 25, 2018, contesting a rent increase from \$1,185.85 to \$4,495, effective July 1, 2018, and alleging several decreased housing services.

The owner filed a response, alleging that the contested rent increase is justified by the Costa-Hawkins Rental Housing Act because the petitioner no longer resides at the subject unit as her primary residence.

# **HEARING DECISION**

The hearing decision denied the tenant's petition. On the unlawful rent increase claim, the hearing decision concluded that the owner established by a preponderance of evidence that the petitioner did not permanently reside at her residence at the time she filed her petition, but rather at the Stockton home that she lived with her husband, where she claimed and received a homeowner's exemption since 2006. On the decreased housing services claim, the decision found that the problems were either timely addressed by the owner, or she no longer wished to address them, or she did not notify the tenant of the problems

# **GROUNDS FOR APPEAL**

The tenant appealed the hearing decision. First, tenant contends that the language of the Costa-Hawkins statute does not allow a rent increase to be imposed to an original occupant of the unit. Because the tenant was the original occupant and neither a lawful sublessee nor an assignee, a Costa-Hawkins increase is inapplicable to her.

The tenant also contends that the decision misinterpreted "permanently resides" in Costa-Hawkins to mean principal residence and used the terms "permanently resides" and "principal residence" interchangeably. However, nothing in Costa-Hawkins prohibits individuals from having multiple residences.

Finally, the tenant argues that the case should be remanded to clear the record due to the multiple hearing dates and hearing officers who were assigned to the case.

The owner responded to the tenant's appeal. The owner argues that there is no confusion in the terms of "reside" or "permanently resides," and substantial evidence in the records supports the hearing officer's decision that the petitioner used the Stockton address as her principal residence and the Oakland unit was used for convenience.

The owner also contends that tenant was not denied an opportunity to present her claims, as she was represented by counsel and had plenty of opportunity to present witnesses and additional evidence.

# **BOARD DECISION**

Member J. DeBoer made a motion to remand case to hearing officer to address whether 1. Civil Code 1954.53(d)(2), read together with 1954.53(d)(3), allows a marketrate rent increase to an original occupant who moved into the unit at the commencement of tenancy, consistent with the Board's instructions in the latest appeal decision in T18-0018, Sund v. Vernon Street Apartments; 2. If the hearing officer finds that Costa-Hawkins allows increases on an existing tenancy, reexamine the definition of "permanently resides" under Costa-Hawkins as opposed to "primary residences" and whether the tenant permanently resided at the subject unit at the time of the Costa-Hawkins rent increase notice. Parties must be allowed to brief the issue of the application of Costa-Hawkins as described in number 1 and the meaning of permanently resides as described on number 2. Member C Jackson seconded the motion.

The Board voted as follows:

Aye: Nay: Abstain:

C. Oshinuga, J. deBoer, M. Brodfueher, C. Jackson None None

Nuila Webb

September 12, 2024

DATE

NYILA WEBB BOARD DESIGNEE CITY OF OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

# **<u>PROOF OF SERVICE</u>** Case Number: T18-0249

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

**Documents Included** Appeal Decision

#### **Owner Representative**

Greg McConnell with The McConnell Group 1 Embarcadero W. #168 Oakland, CA 94607

#### **Owner Representative**

JR McConnell with The McConnell Group 1 Embarcadero W. #168 Oakland, CA 94607

# Owner

David Wasserman with Hanover Lakeview Apts. LLP 1145 Bush Street San Francisco, CA 94109

# Tenant

Denise Reber-Kendrick 315 Hanover Avenue #301 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 12, 2024** in Oakland, CA.

<u>Nyila Webb</u> Nyi**a** Webb

Oakland Rent Adjustment Program

# Response to Brief – Case Number T18-0249 Reber-Kendrick v. Hanover Lakeview Apartments, LP

Denise Reber-Kendrick Tenant 315 Hanover Ave, Unit 301 Oakland, CA

# Date: November 27, 2024

# Re: Case No. T18-0249 Reber-Kendrick v. Hanover Lakeview Apartments, LP Property Address: 315 Hanover Ave, Unit 301, Oakland, CA

Dear Hearing Officer,

I, Denise Reber-Kendrick, submit this brief in response to the case involving Hanover Lakeview Apartments, LP, regarding my tenancy at the property located at 315 Hanover Ave, Unit 301, Oakland, CA. I respectfully request that you take into consideration the facts surrounding my residency and the relevant Civil Codes, particularly Civil Code sections 1954.53(d)(2) and 1954.53(d)(3), in evaluating the issues raised in this case.

# **1. No Abandonment of Permanent Residency**

I wish to clarify that I maintained my permanent residency at the apartment throughout my tenancy. I have been at the apartment every single week, and at no time did I abandon my home or give up my permanent residency. The person hired by the landlord to monitor the unit testified to the fact that I was consistently present at the apartment. She has stated that she never observed any other person residing in the unit, and that I was regularly coming and going each week. This confirms that I have continuously resided at the property.

Furthermore, although I have a demanding work schedule, my presence at the apartment was never in question. My work schedule, while extensive, does not change the fact that I am a permanent resident of the unit. The testimony provided by the monitoring individual confirms that there was no other person living in the unit, further supporting my claim that I have remained in full control of my tenancy.

# 2. Application of Civil Code Sections 1954.53(d)(2) and 1954.53(d)(3)

I would like to draw your attention to the relevant sections of the California Civil Code, which guide this case in the context of rent control and the application of market rate rent increases.

• **Civil Code Section 1954.53(d)(2)** allows a market rate rent increase to an original occupant who moved into the unit at the commencement of tenancy. This provision

applies to my situation as I am the original tenant who signed the lease and took possession of the apartment at the commencement of the tenancy.

• **Civil Code Section 1954.53(d)(3)** further supports this by allowing such rent increases to be applied to an existing tenancy if consistent with the guidelines set by the California Rent Adjustment Program (RAP), as seen in the Appeal Decision in *T18-0018 Sund v. Vernon Street Apartments*.

Both of these provisions allow for rent increases in certain circumstances, provided the rent increase is in line with the legal framework set by Costa-Hawkins. The Costa-Hawkins Rental Housing Act permits landlords to increase rent for existing tenancies under specific conditions, such as when the original occupant continues to reside in the unit. In this case, I am the original tenant and have maintained my permanent residency at the property.

# 3. The Definition of "Permanently Reside"

I also wish to address the definition of "permanently reside" as it relates to my situation. The hearing officer should reconsider whether the definition of "permanently reside" applies differently from "primary residence" in the context of the Costa-Hawkins Act. While I acknowledge that my work schedule may have led to some confusion about my presence at the apartment, it does not change the fact that I have maintained my permanent residence here.

The fact that I have continued to occupy the unit, with no other individuals living here and no break in my tenancy, should demonstrate that I have remained permanently in possession of the apartment. The term "permanently reside" should be understood to reflect the consistent, ongoing nature of my tenancy, rather than an absolute requirement for continuous daily presence.

# 4. Briefing Before Hearing Officer Decision

I respectfully request that all parties be allowed to submit additional briefs to the Rent Adjustment Program (RAP) prior to the hearing officer making any decision in this case. These briefs will provide the necessary context and allow for a thorough examination of the legal issues at hand. In particular, the briefing should focus on the application of Civil Code sections 1954.53(d)(2) and 1954.53(d)(3) and the definition of "permanently reside" under the Costa-Hawkins Act. These are critical issues that need to be fully considered before a decision is made.

# Conclusion

I respectfully request that the hearing officer consider the facts of my case, including my consistent presence at the apartment and the legal provisions that support my right to remain at the property under the terms of the original tenancy. I ask that the hearing officer

allow the parties to submit briefs and ensure that all legal issues are properly addressed prior to any final decision. I also request that the definition of "permanently reside" be clarified in light of the Costa-Hawkins Act and the applicable civil codes.

Thank you for your attention to this matter.

Sincerely, Denise Reber-Kendrick Tenant 315 Hanover Ave, Unit 301 Oakland, CA



#### **MEMORANDUM**

- To: Honorable Linda M. Moros, Hearing Officer
- Cc: Denise Reber-Kendrick, Tenant
- From: Greg McConnell, Owner Representative Mary Ohelin JR McConnell, Owner Representative for Mary
- Date: November 29, 2024
- Re: T18-0249, Reber-Kendrick v. Hanover Lakeview Apartments, LP OWNER'S ARGUMENT IN SUPPORT OF HEARING OFFICER'S DECISION DENYING TENANT'S PETITION

# **INTRODUCTION**

This is in response to the Appeal Decision of the Board which remanded the case to the Hearing Officer to address two issues:

- Whether Civil Code Section 1954.53(d)(2), read together with 1954.53(d)(3) allows a market rate rent increase to an original occupant who moved into the unit at the commencement of tenancy, consistent with the Board's instructions in the latest appeal decision in T18-0018, Sund v. Vernon Street Apartments (Rent Increase to Original Occupant)
- 2. If yes to question one, "reexamine the definition of "permanently resides" under Costa Hawkins as opposed to "primary residences" and whether the tenant permanently resided at the subject unit at the time of the Costa Hawkins increase notice. (Permanently Resided)

Based upon the arguments below, the denial of the tenant's petition must be upheld.

# FACTS COMMON TO ISSUES ONE AND TWO

Denise Reber-Kendrick and her husband were the original occupants under a lease for 315 Hanover, Unit 301, Oakland, CA. They moved into the unit on February 1, 2002. At the time, Mrs. Reber-Kendrick's father was the owner of the building. In 2006, Mrs. Reber-Kendrick purchased a single-family home at 9812 Hickock Drive, Stockton CA.

The current owners, Hanover Lakeview Apartments, LP (Hanover Lakeview), purchased 315 Hanover on June 21, 2017. The owners served a Costa Hawkins increase to Mrs. Reber-Kendrick, all Subtenants and

all persons known or unknown claiming the right to occupancy in the unit on July 1, 2018. (See Exhibit 1 below)

The Hearing Officer found, based upon substantial evidence in the record, Mrs. Reber-Kendrick did not live at 315 Hanover at the time the Costa Hawkins Increase was served. To the contrary, while Mrs. Reber-Kendrick paid rent, her claim that she was living at the property was contradicted by her own testimony and evidence submitted by owners. The evidence introduced by the owner's witnesses included, but was not limited to, testimony from the owner's former and current property supervisors, property managers, and the owner's Private Investigator, Don MacRitchie, who is qualified to testify as an expert witness regarding false testimony about where people live.

Mr. MacRitchie provided a detailed report containing over 600 pages of evidence which demonstrated that Mrs. Reber-Kendrick lied under oath about where she lived. Mr. MacRitchie's review proved that Mrs. Reber-Kendrick lied when she claimed that she bought her Stockton property as "flip property" that needed renovation and was not habitable and that she did not live there. (The claim that the property was uninhabitable was contradicted by testimony that Mrs. Reber-Kendrick's husband lived in the property.)

Mr. MacRitchie presented documentary evidence that when Mrs. Reber-Kendrick purchased the Stockton property, she received an owner occupancy tax exemption based upon her claim, under penalty of perjury, that the Stockton home would be her primary residence. She also signed a mortgage agreement, under penalty of perjury, which declared that she would occupy the Stockton Property as her principal residence.

If Mrs. Reber-Kendrick did not occupy the Stockton property, she lied to get the benefit of tax reductions and to get her mortgage approved. If she did live at the Stockton property, she lied in the hearing when she claimed that she did not. The evidence presented showed that she lied at the hearing and continues to claim benefits to which she is not entitled.

This is not an inconsequential matter, a lie on a material issue in a mortgage application may constitute real estate fraud. Equally important, Mrs. Reber-Kendrick never amended either document. As such, she continues to benefit from her statements on the homeowner's exemption and the mortgage application to this day.

Ms. Robertson, a former property supervisor testified that when she inspected the unit in 2018, it looked like no one lived there; the kitchen was empty and looked like no one used it, no clothes were in the closet, everything was packed up and stored in boxes that were stacked in the back bedroom.

Ms. Robertson testified that the petitioner had constructed a partition in the middle of the living room to divide spaces and posted notes on the walls near light switches as reminders to 'turn lights off.'

Ms. Robertson also testified that the petitioner would not let the workers in when she was not there. On the occasion that she showed up to allow the workers in, the petitioner told them that she does not live there but wanted to hold on to the apartment for the future. Ms. Robertson visited the property two to

three days each week and, during her visits, other tenants who lived on the same floor and had a common hallway with the petitioner, confirmed to her that the petitioner did not live there.

Based upon overwhelming evidence, the Hearing Officer concluded Mrs. Reber-Kendrick was not credible and she did not live at the property when the Costa Hawkins increase was served.

# **RELEVANT CALIFORNIA LAW**

California Civil Code Section 1954.53(d) states in part:

(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently resides there, an owner may increase by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or unit....

# ARGUMENT

#### **Question One**

The first question remanded is whether Costa Hawkins permits an increase to an original occupant. We agree that Costa Hawkins does not allow an increase to an original occupant who continues to live in the rental unit. Nevertheless, it clearly allows a rent increase on a rental unit where the original occupant continues to hold a lease but does not permanently live in the unit.

Section 1954.53 was intended exactly for the situation here. The law allows an owner to increase the rent where the original occupant no longer permanently lives in the unit. It envisions a situation where, as here, the original occupant continues to pay rent on a unit but does not live there. It does not require that the original lease has been terminated.

Moreover, in this case the Costa Hawkins rent increase was served on the original occupant, Mrs. Reber-Kendrick, and all subtenants and anyone claiming a right to occupancy.

By law, the notice had to include the lessee because she was the person with whom the owner had a contractual relationship. The owner did not have a contractual relationship with subtenants and a rent increase limited to them may well have been defective and void. It was proper to increase the rent on the unit by notice to the lawful tenant and to also notify all other persons who claimed a right to occupancy.

As the testimony of Ms. Robertson provided, the unit was clearly not occupied by Mrs. Reber-Kendrick and there were signs that it was being used for sublets and/or short-term rentals. Why else would a wall have been constructed to divide the living room and notes be posted as reminders to turn off the lights. It is inconceivable that Mrs. Reber-Kendrick would take these steps and keep the unit vacant all the while

paying rent on a unit she did not occupy. As to this point, we conclude that Mrs. Reber-Kendrick continued to be a tenant because she paid rent, but she did not continue to permanently reside in the unit and a Costa Hawkins increase to her and any persons claiming right to possession as a subtenant or otherwise was effective and lawful.

The Board also asks for review of section 1954.53 (d) (3) to consider if it applies to this case. It does not. Subsection (d)(3) applies to a situation where there are multiple original occupants in an agreement with the owner, and some leave but others remain. That is not the situation here. No original occupant under the agreement with the owner remained as an occupant. (Mrs. Reber-Kendrick's husband was an original occupant but, according to Mrs. Reber-Kendrick's testimony, Mr. Kendrick moved into the Stockton property after the property was purchased.)

# **Question Two**

Costa Hawkins does not specifically define the phrase "permanently resides." It is therefore appropriate to use common definitions to determine the meaning of the phrase. Permanently Reside and Principal Residency are defined as follows:

Meriam Webster Dictionary defines "Permanent" as follows:

"The meaning of PERMANENT is continuing or enduring without fundamental or marked change: stable.

Similarly, www.Dictionary.com defines Permanent as:

1. existing perpetually; everlasting, especially without significant change. intended to exist or function for a long, indefinite period without regard to unforeseeable conditions

Meriam Webster defines Residency as:

the place where "one dwell(s) permanently or continuously"

Taken together these definitions define "permanent resident" as a person who resides in a place on a continuing or enduring basis without fundamental or marked change.

A "Principal Residence" is considered to be a person's main living location, where a majority of the time is spent by the individual and she carries on basic living activities. In owner occupancy exemption cases, where the owner alleges that she lives in the property with tenants, the Rent Board has included a test of whether an individual has another property and whether the owner has a homeowner's exemption. If so, the Board would not allow an owner occupancy exemption.

In this case, record evidence shows that Mrs. Reber-Kendrick discontinued her permanent residency at the Hanover apartment when she purchased the Stockton property and occupied it as her principal residence.

That record evidence includes Mr. MacRitchie's report which goes into great detail about where Mrs. Reber-Kendrick spent her time, and the uncontradicted evidence that Mrs. Reber-Kendrick declared, under penalty of perjury, on two important forms, that the Stockton address was her principal place of residence. Mr. MacRitchie's expert opinion that Mrs. Reber-Kendrick no longer lived at Hanover is corroborated by the inspection that showed no evidence of Mrs. Reber-Kendrick living in the apartment, the division of the living room with an unpermitted divider, and the testimony of the workers and neighbors that Mrs. Reber-Kendrick did not live in the Hanover Apartment.

As contemplated in Costa Hawkins, permanent residency can change. The test is whether the person continues to carry on basic living activities at a residence or has moved to another location. In this case, the evidence is crystal clear that Mrs. Reber-Kendrick no longer carried on living activities at the Hanover address once she purchased the Stockton property. Therefore, she did not permanently reside in the Hanover apartment at the time of the service of the Costa Hawkins increase. At that time, she had switched her residency to Stockton.

Moreover, the Hearing Officer found based on substantial evidence that Ms. Reber-Kendrick was not credible. To be more blunt, she lied about where she lived. She lied about claiming a right to a homeowner's tax exemption. She lied on her mortgage agreement. She lied about the Stockton property being a "flip property." She even lied about not living with her husband. (Facebook posts introduced into evidence includes her saying her husband fixes coffee for her every morning.). It is a fundamental principal of law that if a witness lies about a material fact, all of her testimony can be disregarded as not credible. That is exactly the situation here.

We conclude, as to this issue, it matters not whether the test is that the unit was no longer the tenant's primary place of residence, or her permanent residence. It was neither.

Moreover, neither Costa Hawkins nor the Oakland Rent Adjustment Ordinance is intended to allow a tenant to stockpile a unit for a future retirement. Rent control exists because there is a shortage of housing. To allow a person to just hold onto a unit for a future retirement is contrary to Costa Hawkins and the purpose of Oakland laws.

# CONCLUSION

For all the above reasons, the decision to deny the tenant's petition challenging the Costa Hawkins increase must be affirmed.

Respectfully submitted,

Prog Sheloute

Greg McConnell

# Exhibit 1

THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

# <u>NOTICE TO CHANGE TERMS OF TENANCY</u> <u>-RENT INCREASE NOTICE-</u>

315 Hanover Avenue Apartment 301 City of Oakland, County of Alameda, State of California 94606 --including all associated housing and parking privileges-- (the "Premises")

You are hereby notified that, effective July 1, 2018, not less than sixty (60) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$1,185.85 per month to four thousand four hundred ninety-five dollars (\$4,495) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the *Rental Agreement* dated December 1, 2002 and all addendums thereto will remain unchanged.

You are further notified that 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.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupants, Ardie Kendrich and Denise Kendrich, no longer permanently reside at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the <u>Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et</u> <u>seq.)</u>, please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

Costa-Hawkins Rent Increase for 315 Hanover Avenue, Apartment 301, Oakland, CA

N-26 P. 3:

To Ardie Kendrich (original occupant), Denise Kendrich (also known as Denise L. Reber) (original occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

(C) Acceptance of rent by the owner shall not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

Information and advice regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: <u>www.oaklandnet.com</u>. Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program.

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

Dated: April 23, 2018

WASSERMAN-STERN

By:

DAVID-P. WASSERMAN, Esq., Attorneys and Duly Authorized Agents for the Landlord/Owner, Hanover Lakeview Apartments, LP

Wasserman-Stern Law Offices 2960 Van Ness Avenue San Francisco, CA 94109 (415) 567-9600 Tel. No.: (415) 567-9696 Fax. No.: Email: dwasserman@wassermanstern.com

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043 Department of Housing and Community Development Rent Adjustment Program

TEL (510) 238-3721 FAX (510) 238-6181 TDD (510) 238-3254

#### NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland 0 Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor. Oakland and at:

http://www2.oaklanduct.com/Government/o/hed/o/RentAdjustment.

- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) 0 which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the ŧ7 owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give 0 tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner \_\_\_\_\_ is \_\_\_\_ is not permitted to set the initial rent on this unit without limitations (such as 0 pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was

#### TENANTS' SMOKING POLICY DISCLOSURE

- 15
- Smoking (circle one) IS or IS NOT permitted in Unit\_\_\_\_\_\_, the unit you intend to rent. Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units 13 exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at

I received a copy of this notice on		
<ul> <li>The head of the second sec second second sec</li></ul>	Construction of the second distance in the second sec	and the second sec
	(Date)	(Tenant's signature)

此份屋斋(奧克蘭)市租客權利通知書附有中文版本。請致電(510)238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

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At the time of service I was at least 18 years of age and not a party to this action. On April 24, 2018, I served the within:

NOTICE TO CHANGE TERMS OF TENANCY - RENT INCREASE; NOTICE TO TENANT OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

on the defendant in the within action by placing a true copy in a sealed envelope with postage fully prepaid for first class in the United States mail at San Francisco, California, addressed as follows:

ARDIE KENDRICH, DENISE KENDRICH AND ANY/ALL OTHER OCCUPANTS 315 Hanover Avenue, Apartment 301 Oakland, CA. 94606

Person serving: Cordelia Fowler Wheels of Justice, Inc. 52 Second Street, Third Floor San Francisco, California 94105 Phone: (415) 546-6000 a. Fee for service:
d. Registered California Process Server

(1) Employee or independent contractor
(2) Registration No.: 1406
(3) County: Alameda

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

Date: April 24, 2018

Signature: Conde Con un Cas

Cordelia Fowler



Judicial Council form, rule 982(a) (23)

For Rent Adjustment Program date stamp.



## CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP

## **PROOF OF SERVICE**

## NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a complete but unsigned <u>copy</u> of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- > Please sequentially number all additional documents provided to the RAP.

# PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

T18-0249 Owner Argument

I served a copy of: Supporting Hearing Officer Decision (insert name of document served) and

XAnd Additional Documents

(write number of attached pages) <u>6</u>\_\_\_\_\_ attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- ▲ a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- □ b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- □ c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

## PERSON(S) SERVED:

Name	Denise Reber-Kendrick
Address	315 Hanover Ave #301
City, State, Zip	Oakland, CA 94606
Email Address	gflrosen@aol.com

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

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To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on  $\frac{11}{29}2024$  (insert date served).

JR McConnell, Owner Representative PRINT YOUR NAME

1 Cm

SIGNATURE

November 29, 2024

DATE



#### **MEMORANDUM**

To: Honorable Linda M. Moros, Hearing Officer

Cc: Denise Reber-Kendrick, Tenant

From: Greg McConnell, Owner Representative Marcow JR McConnell, Owner Representative for March

Date: December 30, 2024

Re: T18-0249, Reber-Kendrick v. Hanover Lakeview Apartments, LP OWNER'S RESPONSE TO TENANT'S BREIF

This is in response to the Tenant's "brief." The parties were allowed to submit briefs in response to the remand decision of the Rent Adjustment Program Appeal Board. Those briefs were to be filed by November 30, 2024. The parties were also given until December 31, 2024, to submit replies to each party's brief.

Ms. Reber-Kendrick filed her brief on November 29, 2024. Her brief does not address the legal issues remanded to the Hearing Officer. Instead, she reiterates her positions on alleged facts that the Hearing Officer found unpersuasive in the original decision. On the legal issues she writes:

I respectfully request that all parties be allowed to submit additional briefs to the Rent Adjustment Program (RAP) prior to the hearing officer making any decision in this case. These briefs will provide the necessary context and allow for a thorough examination of the legal issues at hand. In particular, the briefing should focus on the application of Civil Code sections 1954.53(d)(2) and 1954.53(d)(3) and the definition of "permanently reside" under the Costa-Hawkins Act. These are critical issues that need to be fully considered before a decision is made.

This is a continuation of the delaying tactics that the Tenant has utilized throughout these proceedings. She was given months to prepare a brief. The time has now run out.

We stand by our brief filed on November 29, 2024. It specifically addresses the issues raised by the Board and justifies a decision to uphold the original decision.

Ms. Reber Kendrick's status at the time the rent increase was given is a fact-based issue. The question, therefore, is not whether an appellate body would evaluate the evidence differently and reach different conclusions. The question is whether there is record evidence to support the conclusions reached by the fact finder.

This is true if the test is whether the tenant **permanently resided** in the property, or the property continued to be her **primary residence**. Cleary, the record evidence proved overwhelmingly that neither was true.

Ms. Reber-Kendrick did not live at the Hanover apartment in Oakland when the rent was increased. The evidence of witnesses and the report by the expert witness proved that Ms. Reber-Kendrick lived in Stockton, California. Moreover, as pointed out in our brief, there was considerable evidence to prove that she was an untruthful witness, and the Hearing Officer can therefore disregard her testimony.

Finally, evidence was provided that the unit was being used by others. Why else would she have erected an illegal partition in the living room and placed notes throughout the unit to turn off the lights.

The Costa Hawkins Act was never intended to allow a tenant to bank a rental unit or hide sublets to others and escape rent increases. To reward Ms. Reber-Kendrick's conduct in this matter would deprive the owner of her right to issue a lawful rent increase.

We therefore ask that the Hearing Officer respond to the remand and stand by her prior decision.

Respectfully submitted,

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Greg McConnell

For Rent Adjustment Program date stamp.



## **CITY OF OAKLAND RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP

## **PROOF OF SERVICE**

#### NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- > Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- > Provide a complete but unsigned copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- > Please sequentially number all additional documents provided to the RAP.

#### PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

Memo:T18-0249 Reber-Kendrick v Hanover

I served a copy of: Userved a copy of the copy of

(insert name of document served) and

□ And Additional Documents

(write number of attached pages) attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- **b**. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- ☑ c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

## **PERSON(S) SERVED:**

Name	Denise Reber Kendrick
Address	gflrosen@aol.com
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
Email Address	

Name	
Address	
City, State, Zip	
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To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on  $\frac{12/31}{2024}$  (insert date served).

JR McConnell, Owner Representative PRINT YOUR NAME

SIGNATURE

December 31, 2024

DATE



## CITY OF OAKLAND

### 250 FRANK OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612-2043

Housing and Community Development Department Rent Adjustment Program

TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

## **REMAND HEARING DECISION**

CASE NUMBER/NAME:	T18-0249, Reber-Kendrick v. Hanover
	Lakeview Apartments, LP

PROPERTY ADDRESS: 315 Hanover Ave., Unit 301, Oakland, CA

HEARING DATES: December 14, 2020 December 19, 2023

DATE OF DECISION: March 28, 2024

DATE OF APPEAL HEARING: July 25, 2024

DATE OF APPEAL DECISION: September 12, 2024

SUBMISSION DEADLINE: December 31, 2024

DATE OF REMAND DECISION: March 12, 2025

## PROCEDURAL BACKGROUND

The petitioner filed a tenant petition on April 25, 2018, contesting a rent increase and alleging decreased housing services. The owner filed a response, alleging that the contested rent increase is justified by the Costa-Hawkins Act because the petitioner no longer permanently resides at the subject unit as her primary residence.

On March 28, 2024, the Hearing Officer issued a Hearing Decision, denying the petition, holding that the rent increase was allowed because the petitioner did not permanently reside at the subject unit at the time she received the rent increase notice. The tenant appealed.

The Appeal Hearing was held on July 25, 2024. The Housing, Residential Rent and Relocation Board (the Board) remanded the case back to the Hearing Officer to determine (1) whether Civil Code §1954.53(d)(2), read together with §1954.53(d)(3), allows a market-rate rent increase to an original occupant who moved into the unit at the commencement of tenancy, consistent with the board's instructions in the latest appeal decision in T18-0018, Sund v. Vernon Street Apartments; (2) if the hearing officer finds that Costa-Hawkins allows increases on an existing tenancy, re-examine the definition of "permanently resides" under Costa-Hawkins as opposed to "primary residences" and whether the tenant permanently resided at the subject unit at the time of the Costa-Hawkins rent increase notice.

The parties were allowed to brief these issues and submit the briefs to the RAP by December 31, 2024. Both parties submitted briefs.

## **ISSUES PRESENTED**

- 1. Does Civil Code 1954.53(d)(2), read together with §1954.53(d)(3), allows a market-rate rent increase to an original occupant who moved into the unit at the commencement of tenancy, consistent with the Board's Appeal Decision in T18-0018?
- 2. Does the definition of "permanently resides" under Costa-Hawkins apply to the subject unit or the petitioner's residence in Stockton?
- 3. Does the definition of "primary residence" apply to the subject unit or the petitioner's residence in Stockton?
- 4. Can the Owner impose the Costa-Hawkins rent increase?

## EVIDENCE

## Background

The Petitioner testified at the hearing that she moved into the subject unit (#301) on February 1, 2002. Her rent at the time she filed her petition was \$1,185.85 per month, and she was provided the notice of the existence of the Rent Adjustment Program (the RAP Notice) on November 1, 2017, from the current owners, who acquired the building on June 21, 2018. The subject unit (#301) is located in a residential dwelling consisting of a total of thirteen (13) residential units.

The contested rent increase proposed to increase the monthly rent from \$1,185.85 to \$4,495.00, effective July 1, 2018. The Owner Response states that this rent increase is justified by Costa-Hawkins Act (California Civil Code §1954.52).<sup>1</sup>

"Permanent Residence" and "Primary Residence"

<u>Testimony of Jeanne Robertson – former Property Supervisor</u>: Ms. Robertson testified that she was employed by Meridian Management in 2018 as a property supervisor when she

<sup>&</sup>lt;sup>1</sup> O.M.C. 8.22.060 (1)(c), Owner Response, page 2

met the petitioner and inspected her apartment. Ms. Robertson testified that, when she inspected the unit, it looked like no one lived there; the kitchen was empty and looked like no one used it. No clothes were in the closet, everything was packed up and stored in boxes that were stacked in the back bedroom. The petitioner had constructed a partition in the middle of the living room to divide spaces and posted notes on the walls near light switches as reminders to 'turn lights off.'

Ms. Robertson also testified that the petitioner would not let workers in when she was not there. She testified that one time, while workers were doing a paint touch up in the subject unit, the petitioner told her that she does not live there but wanted to hold on to the apartment. Ms. Robertson visited the property two to three days each week and, during her visits, other tenants who lived on the same floor and had a common hallway with the petitioner confirmed to Ms. Robertson that the petitioner did not live there.

#### Testimony of Don MacRitchie - Private Investigator:

Don MacRitchie testified that he was retained to investigate the permanent occupancy of the petitioner. He is a licensed private investigator who is licensed to gather this type of information for administrative proceedings.

In his investigation, he searched several databases and the data he obtained originated with the original consumer. The investigation encompassed searches of various address history databases, public records regarding homeownership, DMV records, and social media outlets. He has performed this type of investigation for over thirty (30) years and has been qualified to testify as an expert in court proceedings regarding false testimony about where people live and has testified as an expert in over seventy matters before the San Francisco and Oakland Rent Boards. He has also testified as an expert in prior proceedings before the Rent Adjustment Program.<sup>2</sup>

Mr. MacRitchie testified that, during his investigation, he prepared an Investigator Report based on his findings, dated April 30, 2018, regarding the petitioner and her husband, Ardie Kendrick. This detailed report contains over 600 pages.<sup>3</sup>

Homeownership: the property history and public records show that Denise Kendrick has received the homeowner's tax exemption from 2006 through 2018 on her property at 9812 Hickock Drive, Stockton, claiming that this property is her primary residence.<sup>4</sup> A Homeowner's Exemption applies if the property is the owner's principal place of residence, and it allows the owner to claim a property tax deduction. The Tax Assessor's office also confirmed that the owner's mailing address of record for the property is the 9812 Hickock Drive, Stockton, address.

<sup>&</sup>lt;sup>2</sup> T16-0707 Brown v. Wasserman

<sup>&</sup>lt;sup>3</sup> Owner's Exhibit Packet, page 75 through 737

<sup>&</sup>lt;sup>4</sup> Owner's Exhibit Packet, page 63

Denise and Ardie Kendrick also executed a mortgage loan application where they declared under penalty of perjury that they would occupy this Stockton property as their principal place of residence.<sup>5</sup> The Deed of Trust was recorded on July 13, 2006.<sup>6</sup>

DMV Records/Vehicle Sightings: As of May 2018, the time of the owner's response to the Tenant Petition, out of the five vehicles owned by Denise and/or Ardie Kendrick, no vehicle was registered at the subject unit's address (315 Hanover Ave. #301).<sup>7</sup> The vehicle sightings report which shows vehicles via street traffic cameras, regarding all five vehicles that the petitioner drove from 2010 through 2020, indicated 87% of sightings in Stockton.<sup>8</sup>

Voter Registration: The petitioner's voter registration card did not have the subject unit address at the time the Tenant Petition was filed (2018) or before that.<sup>9</sup>

Tax Liens: The records of Federal and State Tax Liens filed in 2008 (IRS) and 2010 (State of California) against the petitioner have addresses at 9812 Hickock Drive as addresses of record for the petitioner.<sup>10</sup>

Social Media: Petitioner's posts on Facebook shows 57 posts from January 2018 through November 2019, indicating that the petitioner resides in Stockton.<sup>11</sup> Specifically, the post from April 13, 2018, states that petitioner's husband makes her coffee every morning.<sup>12</sup>

Based on his investigation, Mr. MacRitchie opined that a preponderance of the evidence supports a conclusion that petitioner's principal place of residence is not the subject property, 315 Hanover Ave., Unit 301, Oakland, California, but rather 9812 Hickock Dr., Stockton, California, that she owns and where she lives with her husband and where she has claimed and received the homeowner's exemption since 2006. The databases searched did not show any reports of the Hanover Street address as being associated with the petitioner through April 2018, the time she filed her Petition.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Does Civil Code 1954.53(d)(2), read together with §1954.53(d)(3), allows a marketrate rent increase to an original occupant who moved into the unit at the commencement of tenancy, consistent with the Board's Appeal Decision in T18-0018?

California Civil Code §1954.53(d) states in part:

<sup>&</sup>lt;sup>5</sup> Owner's Exhibit Packet, page 47-48

<sup>&</sup>lt;sup>6</sup> Owner's Exhibit Packet, page 36

<sup>&</sup>lt;sup>7</sup> Owner's Exhibit Packet, pages 123-126

<sup>&</sup>lt;sup>8</sup> Owner's Exhibit Packet, pages 127-177

<sup>&</sup>lt;sup>9</sup> Owner's Exhibit Packet, pages 178-180

<sup>&</sup>lt;sup>10</sup> Owner's Exhibit Packet, pages 187-188

<sup>&</sup>lt;sup>11</sup> Owner's Exhibit Packet, pages 665-737

<sup>&</sup>lt;sup>12</sup> Owner's Exhibit Packet, page 705

(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or unit....

The petitioner's statement and the onsite inspection of the subject unit by the former property supervisor both indicate that the petitioner did not permanently occupy the unit in 2018 when she filed her petition. There were no clothes in the closet, everything was packed up in boxes and stored in the back bedroom, the kitchen was empty, and it looked like no one lived there. Petitioner herself admitted that she did not live there when she made the statement to the property supervisor that she did not live there but wanted to hold on to the apartment.

Similarly, the petitioner posted on Facebook that her husband makes her coffee every morning and testified that her husband lives in Stockton. This is evidence of her permanently residing at the Stockton residence.

Therefore, the Costa-Hawkins rent increase is allowed because it was found that the petitioner did not permanently reside at the subject unit at the time she received the rent increase notice.

Subsection (d)(3) applies to a situation where there are multiple original occupants in an agreement with the owner and some leave but others remain. That is not the situation here. Petitioner's husband was an original occupant with the petitioner. The petitioner testified that her husband moved out of the subject unit to the Stockton property when the couple purchased the property in 2006. No other original occupant under the agreement with the owner remained as an occupant. Therefore, this subsection does not apply here.

# 2. Does the definition of "permanently resides" under Costa-Hawkins apply to the subject unit or the petitioner's residence in Stockton?

The common definition of "permanently resides" or "permanent resident" means a person who resides in a place on a continuing basis without fundamental or marked change.

The testimony and evidence showed that the subject unit was not occupied by the petitioner. There were no clothes in the closet, everything was packed up in boxes and stored in the back bedroom, the kitchen was empty and looked like no one lived there. Petitioner herself admitted to the property manager that she did not live there. Therefore, the petitioner did not permanently reside in the subject unit at the time of the rent increase notice.

The evidence showed that petitioner permanently resided with her husband in Stockton. This includes the DMV evidence, the mortgage loan application and the homeowner's tax exemption the petitioner received for that address. The petitioner's social media post regarding her husband making her coffee every morning in Stockton provides further evidence of her residing there.

# 3. Does the definition of "primary residence" apply to the subject unit or the petitioner's residence in Stockton?

The Oakland Rent Adjustment Ordinance uses the term "principal residence" as opposed to the "primary residence" term used in the Board's Appeal Decision. The RAP Regulations define a "principal residence" as "the one dwelling place where an individual primarily resides."<sup>13</sup> A principal residence is distinguishable from one kept for secondary residential occupancy. A determination of Principal Residence is based on the totality of circumstances, including that "a homeowner's tax exemption for the individual has not been filed for a different property."<sup>14</sup>

In this instance, it is undisputed that, at the time the petitioner received the rent increase notice, the petitioner owned a residential property in Stockton (located at 9812 Hickock Drive) and claimed a homeowner's tax exemption on that property. From 2006 through the time she filed her petition in 2018, the petitioner claimed a homeowner's tax exemption on the property in Stockton and received tax benefits based on her residing at that property. The petitioner and her husband also executed mortgage loan documents; declaring that they would reside at the property as their principal place of residence. The documents show that the petitioner declared a property tax exemption on that property and was receiving a tax benefit since 2006. She designated that property address as her mailing address of record with the San Joaquin County Assessor's office. This evidence supports the finding that the petitioner's principal, and primary, residence is 9812 Hickock Drive in Stockton, and not the subject unit.

#### 4. Can the Owner impose the Costa-Hawkins rent increase?

The Owner has established by a preponderance of the evidence that the petitioner did not permanently reside at 315 Hanover, Unit 301, in Oakland, at the time she filed her petition, but rather, at 9812 Hickock Dr., in Stockton, that she co-owns with her husband, where she lives with her husband, and where she has claimed and received a homeowner's tax exemption since 2006. Based on the evidence and testimony, the petitioner did not permanently occupy the subject unit on April 25, 2018, the date the Tenant Petition was filed.

Because the petitioner no longer permanently resided at the subject unit at the time she received the rent increase notice, and her principal residence was in Stockton, the Costa-Hawkins rent increase is allowed.

<sup>&</sup>lt;sup>13</sup> RAP Regulations §8.22.020 "Principal Residence" definition

<sup>&</sup>lt;sup>14</sup> RAP Regulations §8.22.020 "Principal Residence" factor (6)

#### <u>ORDER</u>

- 1. Tenant Petition T18-0249 is denied.
- 2. The petitioner did not permanently reside at the subject unit at the time she received the rent increase notice.
- 3. The subject unit was not petitioner's principal residence at the time she received the rent increase notice.
- 4. The rent increase is valid. The new base rent for the subject unit is \$4,495.00, effective July 1, 2018.

<u>Right to Appeal</u>: This is the final decision of the Rent Adjustment Program (RAP). Either party may appeal by filing a properly completed RAP appeal form that must be received within twenty days after service of this decision. The date of service is shown on the attached Proof of Service.

Dated: March 12, 2025

Linda Moroz

Linda M. Moroz, Hearing Officer Rent Adjustment Program

### PROOF OF SERVICE Case Number: T18-0249 Case Name: Reber-Kendrick v. Wasserman-Stern Law Offices

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Oakland, California, addressed to:

**Documents Included** Remand Hearing Decision

#### **Owner Representative**

Greg McConnell The McConnell Group 1 Embarcadero W. #168 Oakland, CA 94607

#### **Owner Representative**

JR McConnell The McConnell Group 1 Embarcadero W. #168 Oakland, CA 94607

#### Tenant

Denise Reber-Kendrick 315 Hanover Avenue #301 Oakland, CA 94606

#### **Tenant Representative**

Kristen Evans Disability Rights California 350 S. Bixel Street Suite 290 Los Angeles, CA 90017 I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 18, 2025** in Oakland, California.

Teresa Brown-Morris Oakland Rent Adjustment Program

For Rent Adjustment Program date stamp.

## CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 <u>www.oaklandca.gov/RAP</u>

## APPEAL Appellant's Name □ Owner Tenant X **Denise Reber- Kendrick** Property Address (Include Unit Number) 315 Hanover Apt #301 Oakland, CA 94606 Appellant's Mailing Address (For receipt of notices) Case Number T18-0249 315 Hanover Apt #301 Oakland Ca 94606 Date of Decision appealed March 12th, 2025 **Representative's Mailing Address** Name of Representative (if any) (For notices)

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. (Please clearly explain the math/clerical errors.)
- 2) Appealing the decision for one of the grounds below (required):

a) 
The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board. (In your explanation, you must identify the Ordinance section, Regulation or prior Board decision(s) and describe how the description is inconsistent.)

- b) 
  The decision is inconsistent with decisions issued by other Hearing Officers. (In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)
- c) The decision raises a new policy issue that has not been decided by the Board. (In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)
- d) X The decision violates federal, state, or local law. (In your explanation, you must provide a

detailed statement as to what law is violated.) See attachment

e) 
The decision is not supported by substantial evidence. (In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)

Revised February 29, 2024

f) X I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. See attachment (In your explanatioh, you must describe how you were denied the chance to defend your

claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)

- **g) The decision denies the Owner a fair return on the Owner's investment.** (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
  - h) D Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Supporting documents (in addition to this form) must *not* exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). *Please number attached pages consecutively.* 

• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. •

I served a copy of: Appeal of Decision in Case T18-0249	(insert name of document served)
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### And Additional Documents

and (v	write	numbe	ər of	attached	pages)	attached	l pages	(not	countin	g the	Appeal	Form	or	the	Proof of
Servic	e) to	each c	oppos	sing party	, whose	name(s)	and ad	dress	(es) are	listed	below,	by one	e of	the	following
means	s (che	eck one	»):												

- ❑ X First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- □ b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- ❑ X Electronic Service. I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

<u>Address</u>	1 Embarcadero W #168
City, State Zip	Oakland, CA 94607
Email Address	gregorymcconnell@gmail.com gmc@themcconnellgroup.com

<u>Name</u>	Oakland Rent Adjustment Program
Address	250 Frank Ogawa Plaza Suite 5313
City, State Zip	Oakland, CA 94612

Revised February 29, 2024	
Email Address	RAP@oaklandca.gov

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 3/25/2025 / (insert date served).

PRINT YOUR NAME: Denise Reber Kendrick

Denise Reber Kendrick SIGNATURE:

DATE 3/23/2025

## **IMPORTANT INFORMATION:**

This Appeal must be received by the Rent Adjustment Program, 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612, not later than 5:00 P.M. on the 20th calendar day after the date the decision was mailed to you as shown on the proof of service attached to the decision. If the last day to file is a weekend or holiday, the time to file the document is extended to the next business day.

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 30 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 35 days of the date the appeal was mailed to them.

• There is no form for the response, but the entire response is limited to 25 pages or less. • The Board will not consider new claims. All claims, except jurisdictional issues, must have been made in the petition, response, or at the hearing.

- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.

### Appeal of Decision in Case T18-0249 March 23, 2025

Hearings Unit hearingsunit@oaklandca.gov Rent Adjustment Program 250 Frank Ogawa Plaza, Suite #5313 Oakland, CA 94612

# RE: Appeal Submission – Case T18-0249, Reber-Kendrik v. Wasserman-Stern First Day of Hearing: December 14, 2020

Dear Hearings Unit,

I am writing to formally appeal the decision issued in Case T18-0249, Reber-Kendrik v. Wasserman-Stern. I am represented by The McConnell Group in this matter.

We respectfully request that the Rent Adjustment Program (RAP) reconsider this decision or, in the alternative, that the matter be reviewed pursuant to judicial procedures as outlined in Oakland Municipal Code Chapter 8.22 and California Code of Civil Procedure Section 1094.5, which governs the judicial review of administrative agency decisions.

## Attachments and Appeal Grounds from Submitted Appeal Form:

D) The decision violates federal, state, or local law.

# F) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claims.

## **Grounds for Appeal:**

## 1. Violation of Due Process:

I was denied a fair and sufficient opportunity to fully present my claims and respond to the petitioner's assertions. Key evidence, including both documentation and audio recordings, was excluded from the hearing record without sufficient explanation. This omission deprived me of my right to a full and fair hearing, as protected by federal, state, and local due process guarantees.

## 2. Omission of Submitted Evidence:

The petitioner submitted 96 pages of documentation, none of which were included in the record. While I now understand there is a 25-page limit, this restriction was not clearly communicated at the time of submission. In light of my permanent disability resulting from a major stroke, additional accommodations under the Americans with Disabilities Act (ADA) should have been provided to ensure my ability to comply with procedural requirements.

### 3. Legal Violations – Misapplication of State Law:

The board's decision misapplies provisions of the Costa-Hawkins Rental Housing Act (California Civil Code Section 1954.50 et seq.), specifically Sections 1954.53(d)(2) and 1954.53(d)(3):

- Section 1954.53(d)(2) authorizes a landlord to impose a market-rate rent increase when the original occupant remains in possession of the unit. I am the original occupant and have continuously maintained possession of the unit since the beginning of the tenancy.
- Section 1954.53(d)(3) requires that rent increases comply with local ordinances. The board's interpretation of occupancy is inconsistent with both Costa-Hawkins and Oakland's Rent Adjustment Ordinance.

#### 4. Procedural Due Process Violation:

The board failed to allow for the submission of additional briefs or legal arguments related to Costa-Hawkins and Civil Code Sections 1954.53(d)(2)-(3). This prevented me from presenting a complete defense and constitutes a violation of the procedural protections outlined in California Code of Civil Procedure Section 1094.5.

#### 5. Audio Evidence:

Critical audio recordings were submitted to the Board but were not reviewed by Rent Adjustment Staff. These recordings are essential to understanding the full context of this case and should have been properly considered in the decision-making process.

#### **Supporting Facts:**

- Independent testimony from the landlord's contracted monitor confirms my consistent presence at the property.
- There is no credible evidence indicating that another party has taken possession of the unit.
- I have continuously returned to the apartment weekly and have retained full control of the premises throughout the tenancy.

Given these violations and omissions, I respectfully request that the Rent Adjustment Program revisit this matter to ensure a just, lawful, and fair resolution. Thank you for your time and attention to this appeal

Sincerely, Denise Reber-Kendrick Tenant 315 Hanover Ave, Unit 301 Oakland, CA (510) 205-8050 gflrosen@aol.com



## CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP

## PROOF OF SERVICE

## NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a complete but unsigned <u>copy</u> of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- > Please sequentially number all additional documents provided to the RAP.

# PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

I served a copy of:

Appeal for Case T18-0249 (insert name of document served) and

## And Additional Documents

(write number of attached pages) 2 \_\_\_\_\_ attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- □ b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- □ c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

## PERSON(S) SERVED:

Name	Oakland Hearings Unit
Address	250 Frank Ogawa Plaza Suite 5313
City, State, Zip	Oakland, CA 94612
Email Address	hearingsunit@oaklandca.gov.

Name	Greg and J.R. McConnell at Housing, Residential And Relocation Board
Address	1 Embarcadero W #168
City, State, Zip	Oakland, CA 94607
Email Address	gmc@themcconnellgroup.com

Name	Robert Costa, Rent Adjustment Program
Address	250 Frank H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612.
Email Address	RCosta@oaklandca.gov, RAP@Oaklandca.gov

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To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on  $\frac{3/24/25}{(1000)}$  (insert date served).

Denise Reber Kendrick
PRINT YOUR NAME

3/24/25

SIGNATURE

DATE

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### CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Orgawa Plaza, Suite 5313 Oakland

250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP

## **PROOF OF SERVICE**

For Rent Adjustment Program date stamp.

## NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a complete but unsigned <u>copy</u> of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- > Please sequentially number all additional documents provided to the RAP.

# PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

I served a copy of: Appe

Appeal for Case T18-0249 (insert name of document served) and

## And Additional Documents

(write number of attached pages) 2 \_\_\_\_\_\_ attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- □ b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- □ c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

## PERSON(S) SERVED:

Name	Oakland Hearings Unit
Address	250 Frank Ogawa Plaza Suite 5313
City, State, Zip	Oakland, CA 94612
Email Address	hearingsunit@oaklandca.gov .

Name	Greg and J.R. McConnell at Housing, Residential And Relocation Board
Address	1 Embarcadero W #168
City, State, Zip	Oakland, CA 94607
Email Address	gmc@themcconnellgroup.com

Name	Robert Costa, Rent Adjustment Program
Address	250 Frank H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612.
Email Address	RCosta@oaklandca.gov, RAP@Oaklandca.gov

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To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on  $\frac{3/24/25}{2}$  (insert date served).

Denise Reber Kendrick PRINT YOUR NAME

Denise Reber Kondrick

SIGNATURE

3/24/25

DATE

.

### T18-0249 Notice of Appeal Hearing with POS for May 22, 2025

DK DENISE REBER - KENDRICK <gfirosen@aol.com></gfirosen@aol.com>	☺ ← Reply ← Reply all → Forward 🔗 🔠 ··· Wed 5/7/2025 9:09 AM
A This sender gflrosen@aol.com is from outside your organization.	Block sender

#### Hello Nyila,

I have to ask for a continuance for this hearing date. I have surgery scheduled for May 19,2025 that I have to do. It will take me a couple of weeks recovery time. I just got this notice last night so I'm sorry because I scheduled the medical procedure two months ago. Please let me know what to do.

Thank you

**Denise Reber Kendrick** 

On May 5, 2025, at 7:17 PM, Webb, Nyila <NWebb@oaklandca.gov> wrote:

Good Afternoon,

I hope this email finds you well!

We appreciate your patience with scheduling your appeal hearing and would like to let you know that the Appeal Hearing will take place on May 22, 2025 at 6:00PM in Oakland's City Hall Hearing Room 1.

Please note, remote participation for Appeal Hearings are permitted and if you'd like to do so, please reply directly to me for confirmation.

Please see the Notice of Appeal Hearing attached for information this was also mailed out to you.

Thank you!

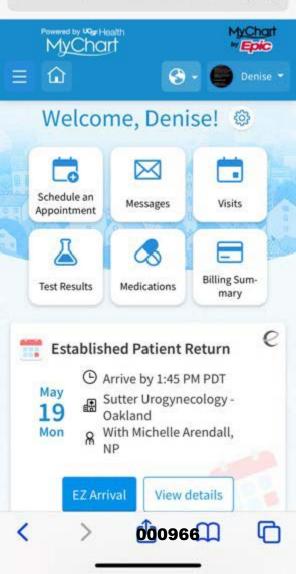
In health,

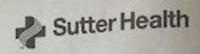
Nyila Webb Administrative Assistant II Rent Adjustment Program (RAP)|City of Oakland Department of Housing & Community Development 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-4957





## AA art.ucsfmedicalcenter.org C





SUTTER UROGYNECOLOGY - OAKLAND 365 HAWTHORNE AVENUE, SUITE 103 OAKLAND CA 94609-3115 Phone: 510-204-1844 Fax: 510-506-7725

May 19, 2025

To whom it may concern,

I saw Denise Kendrick today in my clinic today 5/19/2025 for a minor procedure. She is unable to present for her hearing 5/22/2025 and will require reasonable medical accommodations due to necessary recovery time. This note is intended to verify Ms. Kendrick's statement of necessity for a continuant to allow for proper medical treatment. If you have any questions or concerns, please contact the office at (510)204-1844.

Thank you,

sichel ip Michelle Arendall,NP



CITY OF OAKLAND

DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department Rent Adjustment Program

TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

## ORDER RE POSTPONEMENT OF APPEAL HEARING

Case No. / Name: T18-0249 / Reber-Kendrick v. Hanover Lakeview Apartments, LP

## Property Address: 315 Hanover Ave., Unit 301, Oakland, CA

Background: This case is currently scheduled for an Appeal Hearing on May 22, 2025, at 6:00 p.m.

On May 18, 2025, the Rent Adjustment Program received a request for a postponement of the Appeal Hearing from the tenant, Ms. Reber-Kendrick, due to medical procedure, scheduled for May 19, 2025. She explained that she will be recovering from the procedure and will not be able to attend the hearing. The tenant requested to postpone the hearing to June.

On May 19, 2025, the tenant emailed to the Hearings Unit email the medical appointment date and time, and a note from her doctor regarding the recovery time necessary after the surgery.

The postponement of the Appeal Hearing is GRANTED based on good cause.

Therefore, the Appeal Hearing is now being rescheduled from May 22, 2025, to **June 12, 2025, at 6:00 p.m.** 

Dated: May 19, 2025

Linda Moroz

Linda M. Moroz Acting Senior Hearing Officer Rent Adjustment Program

## **PROOF OF SERVICE** Case Number: T18-0249

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

**Documents Included** ORDER RE POSTPONEMENT OF APPEAL HEARING

#### **Owner Representative**

Greg McConnell with The McConnell Group 1 Embarcadero W. #168 Oakland, CA 94607

#### **Owner Representative**

JR McConnell with The McConnell Group 1 Embarcadero W. #168 Oakland, CA 94607

#### Tenant

**Denise Reber-Kendrick** 315 Hanover Avenue #301 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 19, 2024 in Oakland, CA.

<u>Nyila Webb</u> Nyila Webb

Oakland Rent Adjustment Program

## CHRONOLOGICAL CASE REPORT

Case No.:	Joint Petition: T19-0403, T20-0193, T21-0161, & T23-0140
Case Name:	Didrickson v. Commonwealth Company, Didrickson v. Common Wealth Inc, & Didrickson v. Dang
Property Address:	2230 Lakeshore Avenue Oakland, CA 94606
Parties:	Owner: Ted Dang Manager (Owner): Allen Sam Tenants: Carlos & Glenda Didrickson

## **TENANT APPEAL:**

## <u>Activity</u>

## Date

Tenant Petition filed- T19-0403	August 21, 2019
Tenant Petition filed- T20-0193	August 28, 2020
Tenant Petition filed- T21-0161	September 30, 2021
Tenant Petition filed- T23-0140	September 25, 2023
Owner Response filed- T19-0403	November 14, 2019
Owner Response filed- T20-0193	September 15, 2020
Owner Response filed- T23-0140	October 19, 2023
Involuntary Dismissal- T19-0403	March 4, 2020
Tenant Appeal submitted- T19-0403	March 24, 2020
Appeal Decision- T19-0403	May 27, 2021

Order- T20-0193	January 26, 2021
Order- T21-0161	November 10, 2021
Administrative Decision- T23-0140	January 3, 2024
Tenant Appeal submitted- T23-0140	January 23, 2024
Appeal Decision- T23-0140	March 26. 2024
Order- All Cases	May 8, 2024
Remand Hearing Decision mailed	October 15, 2024
Tenant Appeal Submitted-All Cases	November 4, 2024

T19.0	403 KM/5K	RECEIVED
	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Ste. 5313 Oakland, CA 94612-0243 (510) 238-3721	PREAME SHAMPOF OAKLAND PREAME AND TRATION PROGRAM 2019 AUG 21 PM 3: 52
CITY OF OAKLAND		<b>TENANT PETITION</b>

<u>Please Fill Out This Form As Completely As You Can</u>. Failure to provide needed information may result in your petition being rejected or delayed.

**Please print legibly** 

Your Name Carlos & Glenda	Rental Address (with zip code) 2230 Lateshore AV. H <sub>m</sub>	Telephone:
Didrickson	Oakland Ca 94606	510 444 7589 E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s)	Mailing Address (with zip code)	Telephone:
Ted Dang Common wealth Co	1305 Franklin St.	510-832-2628
Common Wealth Co	Oak Cal 94612	Email:
	Svite 500	
Property Manager or Management Co.	Mailing Address (with zip code)	Telephone:
(if applicable) All en Som	1305 Franklin St.	510 832 2628
	Oakland Cal Suito	Email:
	Oakland Cal Suite 94612 Suite 500	

Number of units on the property: \_\_\_\_

Type of unit you rent (check one)	House	Condominium	Apartment, Room, or Live- Work
Are you current on your rent? (check one)	Yes Yes	🗖 No	

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)

**I. GROUNDS FOR PETITION**: Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. I (We) contest one or more rent increases on one or more of the following grounds:

	(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
1	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
-	(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment
	Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked
	rent increase.

Rev. 9/6/18

For more information phone (510) 238-3721.

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	(d) No written notice of Dout December in the decide of th
	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am
	contesting. (Only for increases noticed after July 26, 2000.)
	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least
	6 months before the effective date of the rent increase(s).
-i	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
_	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems
	with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete
	Section III on following page)
	(i) The owner is providing me with fewer housing services than I received previously or is charging me for
	services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an
	increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.)
_	(Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
-	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period
	begins with rent increases noticed on or after August 1, 2014).
	(1) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on
	fraud or mistake. (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
,	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.
 ,	

### **<u>II. RENTAL HISTORY</u>**: (You must complete this section)

	and the second				- s <del>f</del> a	
D. 4	you moved into the Unit:		2006	<b>τ</b> 'ν' 1 του γ ά	2500 =	1
Date v	voli moved into the Linit.	1160	ノロロレ	Initial Rent' N	16/30	/month
~~~~~			G V V X/	$\mathbf{x}$		/ 11//11/11

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: <u>Dec 2012</u>. If never provided, enter "Never."

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent	increase To	Are you C this Incre: Petiti	ase in this	Did You Rent Pr Notice V Notic Incre	rogram Vith the :e Of
7-30-2019	9-1-2019	\$ 2517.84	\$ 3192.70	₽Ŷes	□ No	<b>Wes</b>	🗆 No
		\$	\$	🗆 Yes	🗆 No	🗆 Yes	🗆 No
		\$	\$	🗆 Yes	🗆 No	🗆 Yes	🗆 No
		\$	\$	🗆 Yes	🗆 No	□ Yes	🗆 No
		\$	\$	🗆 Yes	🗆 No	□ Yes	□ No
,		\$	\$	🗆 Yes	🗆 No	□ Yes	🗆 No

For more information phone (510) 238-3721.

\* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a *RAP Notice* with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

🗆 No

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:

### 2012-2013-2014-2015-2016-2017-2018-2019

### **III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

**Decreased or inadequate housing services are considered an increase in rent.** If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

Are you being charged for services originally paid by the owner?	□ Yes	🗆 No
Have you lost services originally provided by the owner or have the conditions changed?	<b>₽</b> Yes	🗆 No
Are you claiming any serious problem(s) with the condition of your rental unit?	🗆 Yes	🗆 No

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

**IV. VERIFICATION:** The tenant must sign:

Bundarbidinky

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

Corts Dide

**Tenant's Signature** 

8/21/19 Date

For more information phone (510) 238-3721.

<sup>🖬</sup> Yes

T2	0.0193 AS/MF	
	CITY OF OAKLAND	For date stamp.
	<b>RENT ADJUSTMENT</b>	AIIG 28 2020
	PROGRAM	
· · · · · · · · · · · · · · · · · · ·	250 Frank H. Ogawa Plaza, Suite 5313	HENT ADJUSTMENT PROGRAM
<ul> <li>(a) and a different (b)</li> </ul>	Oakland, CA 94612 (510) 238-3721	TENANT PETITION

<u>Please Fill Out This Form As Completely As You Can</u>. Failure to provide needed information may result in your petition being rejected or delayed.

**Please print legibly** 

Your Name	Rental Address (with zip code)	Telephone:
Carlos & Glenda Didrickson	2230 Lakeshore Av.	(510) 444 7589
Didrickson	Oakland Cal #7 94600	E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
	الم المراجع ال المحمد المراجع ا	Email:
Property Owner(s) name(s)	Mailing Address (with zip code)	Telephone:
Comnon wealth inc.	1305 Franklinst.	(510) 832 2678
Ted Dang	Oakland Cal Suite	Email:
,	94612 500	
Property Manager or Management Co.	Mailing Address (with zip code)	Telephone:
(if applicable)	<del></del>	
		Email:

Number of units on the property:

Type of unit you rent (check one)	House	Condominium	 Apartment, Room, or Live-Work
Are you current on your rent? (check one)	🛛 Yes	D No	

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)

**I. GROUNDS FOR PETITION**: Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. I (We) contest one or more rent increases on one or more of the following grounds:

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(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

Rev. 7/31/17

For more information phone (510) 238-3721.

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Have you ever filed a petition for this rental unit?

- Ves
- 🗆 No

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:

# T-13 - T-14 - T-15 - T-16 - T-12 - T-18 - T-19

### **III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

**Decreased or inadequate housing services are considered an increase in rent.** If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

Are you being charged for services originally paid by the owner?	□Yes	No
Have you lost services originally provided by the owner or have the conditions changed?	Z Yes	🗆 No
Are you claiming any serious problem(s) with the condition of your rental unit?	Yes	🗆 No

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

**IV. VERIFICATION:** The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

Corts Dud

8-24-202D Date

**Tenant's Signature** 

### A. LANDLORD'S PROPOSED RENT INCREASE VIOLATES THE RECENT EMER-GENCY MORATORIUM PROCLAMATION

On March 27, 2020, the Oakland City Council adopted an ordinance imposing a moratorium on residential evictions and rent increases during the COVID-19 local emergency. For that reason, our landlord's proposed rent increase is invalid on its face and violates the above-referenced emergency order and moratorium proclamation. Please refer to exhibit number one.

B. LANDLORD'S PROPOSED RENT INCREASE EXCEEDS THE FISCAL YEAR 2020/2021 CPI CAP OF 2.7%

Our landlord's proposed rent increase, dated July 10, 2020, is 18.4% and, therefore, well above the consumer price index (CPI) cap of 2.7% established by the RAP for the 2020/2021 fiscal year. Please refer to exhibit number three.

#### C. DECREASED HOUSING SERVICES

In addition to the above, our landlord's proposed rent increase is excessive because of a series of ongoing habitability issues that our landlord has ignored and stubbornly refused to address. As a consequence, we actually have been "overpaying" rent for about two years. For specifics, please refer to exhibit number two.

Dated March 19, 2019, this exhibit is a copy of the NOTICE OF VIOLATION issued by the City of Oakland. Moreover, this notice lists a number of the ongoing habitability deficiencies that still remain unaddressed. They are listed below:

LOST HOUSING SERVICES	DATE OF LOSS	NOTICE OF LOSS	VALUE OF LOSS PER MONTH
Leaking heater vent	DEC, 2017	SEPT, 2018	\$45
Broken patio door handle	AUG, 2017	SEPT, 2018	\$20
Electrical Curcuit Breaker	FEB, 2018	SEPT, 2018	\$65
Broken Smoke/CO Detector	JAN, 2018	SEPT, 2018	\$35

CITY OF OAKLAND

### 250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department Bureau of Building Inspections, Permits and Code Enforcement Services inspectioncounter@oaklandca.gov (510) 238-3381 TDD:(510) 238-3254

### **RE-INSPECTION NOTICE**

February 10, 2020

### Certified and Regular mail

To: WILLIAMS JOHN F & 421 ASSOCIATES C/O TED W DANG 1305 FRANKLIN ST 500 OAKLAND CA 94612-3224 Code Enforcement Case No.: 1900895 Property: 2230 LAKESHORE AVE, Unit 7 Parcel Number: 023 -0414-013-00 Notice of Violation Date: March 19, 2019 Re-inspection Date: February 26, 2020

You are receiving this Re-inspection Notice because after sending you an enforcement/posting notice (copy attached) Code Enforcement Services re- inspected your property on January 21, 2020 and:

Determined partial violation corrections were completed but the violations marked below continue to be present. Re-confirmed the violations of the Oakland Municipal Code (OMC) marked below are present.

Photo	Description of Violation	Location	OMC Section
	Property Maintenance		
······································		·	
<u></u>		·	
	Building Maintenance (Code)		
	**************************************		
X	Unapproved mechanical warm air duct installed on roof of building without permits.	Roof/bedroom	15.08.260 15.08.120 15.08.140
Х	Smoke/CO detector fell off ceiling mount.	Replace	15.08.320
x	Cracks in drywall at bedroom ceiling/warm air vent area	Repair/refinish	15.08.050 15.08.230 O
			<u> </u>
<u></u>			

### At this point, you will be assessed fees and an invoice will be mailed separately with the exact amount to

**pay.** Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Randy Schimm**, who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238-3846 and by email at rschimm@oaklandca.gov.

Scan to: Code Enforcement - Chronology- Abatement Activities \\Oakland\ceda\Inspection Services Forms\Inspection Notices

000978

May 2019

### Commonwealth Companies - REAL ESTATE -

(Brokers License #00442390)

1305 Franklin St. #500, Oakland, CA 94612 | Office: (510) 832-2628 | Fax: (510) 834-7660

July 10th, 2020

Carlos & Glenda Didrickson 2230 Lakeshore #7 Oakland CA 94606

#### **RE: Rent Increase to Base Rent**

Dear Carlos & Glenda,

Attached is the current summary of the allowable rent increase, per the City of Oakland's Rent Adjustment Program, and a copy of the Notice to Tenants regarding this program.

Your rent has not been adjusted since September 1<sup>st</sup>, 2019.

Per the Oakland Rent Adjustment Ordinance program, the city allows for a monthly increase of 2.7%, starting July 2020. Effective September 1<sup>st</sup>, 2020, your base rent shall be increased from \$3,192.70 to \$3278.90 per month.

As a reminder, the City of Oakland's past rulings has provided the both of you an ongoing reduction of \$298.33 per month to be deducted from the base rent to compensate you for your loss of service.

Therefore, the rent you owe monthly beginning September 1<sup>st</sup>, 2020 will be \$2,980.57.

All other terms and conditions shall remain the same.

Regards,

Allen Sam – Property Manager Commonwealth Companies



# **Rent Adjustment Program**

## MORATORIUM ON EVICTIONS AND RENT INCREASES

On March 27, 2020, the Oakland City Council adopted an ordinance imposing a moratorium on residential evictions and rent increases, and prohibiting late fees during the COVID-19 Local Emergency. The Ordinance also prohibits evictions based on nonpayment of rent that became due during the Local Emergency when the tenant suffered a substantial reduction of income or substantial increase of expenses due to COVID-19.

The Oakland City Council adopted the Rent Adjustment Program (RAP) Ordinance (OMC Chapter 8.22) in 1980. This ordinance sets the maximum annual rent increase based on the annual CPI increase, handles rent adjustments for claims of decreases in housing services and handles other rent related matters. The purpose of this program is to foster fair housing for a diverse population of renters and enforce the Rent Adjustment Ordinance set out by the City of Oakland.

Contact Us by Phone

angulvitoi



https://www.oaklandca.gov/topics/rent-adjustment-program

. utb <i>uk</i>	CITY OF OAKLAND	For Rent Adjustment Program date stamp		
	<b>RENT ADJUSTMENT PROG</b>			
	250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243			
	(510) 238-3721	SEP - 8 2021		
CITY OF OAKLAND	CA Relay Service 711 www.oaklandca.gov/RAP	RENT ADJUSTMENT PROGRAM		
	TENANT PETI	ΓΙΟΝ		
Please fill out this form a	as completely as you can. Use this form to con	test a rent increase, seek a rent decrease, and/or		
petition being rejected or c	lelayed. See the last pages of this petition packe	provide the required information may result in you of ("Important Information Regarding Filing Your		
Petition") or the RAP webs BEFORE SUBMITTING. 7	site for more information. <b>CONTACT A HOUSIN</b> To make an appointment email <u>RAP@oaklandca</u>	G COUNSELOR TO REVIEW YOUR PETITION		
<b>Rental Unit Informa</b>	ation			
2230	LAKESHORE AVE	7 Oakland, CA 94606		
Street Number Str	reet Name	Unit Number Zip Code		
Move-in Date: Dec	2012 Initial Rent at Move-In: \$ 2500 9	Current Rent: \$ 2517.54		
	controlled by a government agency (such as HL			
than Oakland Rent Adjus	tment Program? (See page 5 "Jurisdiction" for m	nore information)		
Are you current on rent? Yes (*Note: You must be current on your rent or lawfully withholding rent in order to file a petition.				
dismissed.)				
If not current on rent exp	dismissed.)	equale explanation may result in your petition being		
If not current on rent, exp	lain why:			
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When (if ever) did the prot the City form, NOTICE TO RENT ADJUSTMENT PROC Case number(s) of any re <b>Tenant Information</b> $CAR/_{OS} GIENFirst NameMailing Address (if differePrimary Telephone: 5/CGIEWLAFirst NameMailing Address (if differeMailing Address (if differePrimary Telephone: 5/C$	lain why:	eceived the RAP Notice on: $Qet 2012$ hever provided with the RAP Notice in remember if I ever received the RAP Notice more space, attach additional sheet.) I C K 50 M C Email: Email:		
When (if ever) did the pro the City form, NOTICE TO RENT ADJUSTMENT PROG Case number(s) of any re <b>Tenant Information</b> <u>CAR / 25 GIEN</u> First Name Mailing Address ( <i>if differen</i> Primary Telephone: <u>570</u> <u>GIEW &amp; A</u> First Name Mailing Address ( <i>if differen</i> Primary Telephone: <u>570</u> <b>Tenant Representat</b>	a No <sup>™</sup> dismissed.) lain why:	eceived the RAP Notice on: ever provided with the RAP Notice the remember if I ever received the RAP Notice more space, attach additional sheet.) I C K S O N C Email: Email: torney □ Non-Attorney		

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Pro	perty Owner Informatic	n	
Prop	erty Owner		
	red	DAN	G-
	Name	Last Name	
		COMMON WCAlth	
			500 DAKIAND CA 9462
Phon	e Number: <u>510 - 832 - *</u>	2628 Email:	
Prope	erty Manager (if applicable)		
First	Name	Last Name	Name of Management Company
Mailir	ng Address:		· · · · · · · · · · · · · · · · · · ·
Phon	e Number:	Email:	
		<b>GROUNDS FOR</b>	PETITION
		d-the-oakland-rent-adjustment-prog	
Α.	Unlawful Rent increase(s) (Complete section A	proper notice, was not prope	se that I believe is unlawful because I was not given rly served, and/or was not provided with the required nts of the Residential Rent Adjustment Program").
	<u>on page 3)</u>	because a government agen	se and do not believe I should be required to pay it cy has cited my unit for serious health, safety, fire, or u must attach a copy of the citation to your petition.)
В.	Decreased Housing Services	previously received and/or I	roviding me with fewer housing services than I am being charged for services originally paid for by the <b>petitions based on bad conditions/failure to repair.)</b>
	(Complete section B on page 3)	(B2) I am being unlawfully ch	arged for utilities.
		(C1) My rent was not reduce improvements.	d after a prior rent increase period for capital
C.	Other	(C2) I wish to contest an exe exemption was based on framework of the second	mption from the Rent Adjustment Ordinance because the ud or mistake.
			when I first moved in was unlawful because the property et the initial rent without limitation. O.M.C. § 8.22.080 (C).

۰.

Tenant Petition (10) My LANDLORD ROUTE AND ROWT, Despite CURRENT RENT Rev. 1/5/2021 (10) MOVATORIUM ON RENT INCREASES 000982

A.	Unlawful Rent Increase(s)							
(Complete this section if any of the grounds for petition fall under category A, above								
he RAP N nore infor dditional • F	lotice, you can mation on time copy of this for or petitions con erious health, s	bu wish to contest. Beg contest all past increase limits for contesting rent n. testing a rent increase c afety, fire, or building co a copy of the citation ma	s. See the "Important increases. If you nee on the grounds that the de violations, <b>you m</b>	Information" page at t ad additional space, att e unit has been cited b <b>ist attach a copy of t</b> i	he end of this peti ach a separate sh by a government a	tion packet fo neet or an ngency for		
	ceived rent se notice:	Date rent increase went into effect:	Amount o	f increase:	Received RAI notice of rer			
(Month	/Day/Year)	(Month/Day/Year)	FROM	TO	YES	NO		
JULY	10 2021		\$ 2517.54	\$ 3042.87	Q			
·			\$	\$				
	· · · ·		\$	\$				
			\$	\$				
			\$	\$				
B.  -	(Con	Dec plete this section if ar	reased Housi		category B. abo	/e)		
our unit; o iust comp • <u>Yo</u> cor	conditions the r because the c lete this section u are strongly respondence w	at you believe entitle y owner has taken away so h. If you need more spac encouraged to submit with your landlord, etc.) to or to your hearing.	ou to a rent decreas ervice(s) or is chargin e, attach a separate documentary evide	be. If your petition is bag for services originally sheet or an additional on a service (photographs, ins)	sed on problems / provided by the copy of this form. pection reports,	related to owner, you		

You may wish to have a City inspector come inspect your unit for possible code violations in advance of your hearing. Copies of any inspection report(s) may be submitted in support of your petition. To schedule an inspection, contact the City of Oakland Code Enforcement Unit at (510) 238-3381, or file a complaint online at <a href="https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement">https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement</a>. Note: if additional items are cited in an inspection report that were not included in your original petition (below), you must file an additional petition listing those items in order for RAP staff to consider them as a part of your claim.

				· 生命的 (1941年) · 生命		
	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?	
1.	Please Refer to Attached Decre	asped Hous	ing servic	es SUMMe	sy (Exhibit	1)
2.					\$	
3.					\$	
4.					\$	]

TENAI	NT VERIFICATION (Required)						
I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this Tenant Petition is true and that all of the documents attached to the Petition are true copies of the originals.							
Calls D.L. Tenant 1 Signature	<u>8-31-2221</u> Date						
<u>Merde</u> Prd: Tenant 2 Signature	8-31- 2221 Date						
그는 그는 그는 것 같은 것은 것은 것은 것을 다 가 같은 것을 것 같은 것을 것 같아요. 것 것 같아요. 것 같아요. 말했는 것 수 집중 밖에 있는 것 같이 없는 것 같아요. 것 같아요. 같아요. 한 것 같아요. 같아요. 같아요. 같아요. 같아요. 같아요. 같아요. 같아요.	D ELECTRONIC SERVICE						
	send you documents related to your case electronically. If all certain documents only electronically and not by first class mail.						
	nents in this matter electronically at the email address(es)						
MEDIA							
case as an alternative to the formal hearing process. to see if a mutual agreement can be reached. If a set	ssist parties in settling the issues related to their Rent Adjustment A trained third party will work with the parties prior to the hearing tlement is reached, the parties will sign a binding agreement and eached, the case will go to a formal hearing with a Rent aring decision.						
	to mediate. Sign below if you agree to mediation in your case.						
I agree to have the case mediated by a Rent Adjus	stment Program staff mediator.						
Tenant Signature	Date						
INTERPRI	ETATION SERVICES						
If English is not your primary language, you have the right to an interpreter in your primary language/dialect at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.							
I request an interpreter fluent in the following language at my Rent Adjustment proceeding:	<ul> <li>❑ Spanish (Español)</li> <li>❑ Cantonese (廣東話)</li> <li>❑ Mandarin (普通话)</li> </ul>						
	Other:						

# -END OF PETITION-

1. · · ·

For	Rent	Adjustment	Program	date stamp.	
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### CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP

# **PROOF OF SERVICE**

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS) ON THE PROPERTY OWNER PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO PROPERTY OWNER OF TENANT PETITION" ( <i>the preceding</i> <i>page of this petition packet</i> ) and a completed PROOF OF SERVICE form together with your
Petition.
<ol> <li>Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.</li> <li>Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.</li> </ol>
<ol> <li>File a completed copy of this PROOF OF SERVICE form with RAP together with your Petition. Your Petition will not be considered complete until this form has been filed indicating that service has occurred.</li> </ol>
On the following date: <u> </u>
TENANT PETITION plus attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)
M NOTICE TO PROPERTY OWNER OF TENANT PETITION
Other:
by the following means (check one):
United States Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
Commercial Carrier. I deposited the document(s) with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to the person(s) listed below and at the address(es) below.
Personal Service. I personally delivered the document(s) to the person(s) at the

address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

### **PERSON(S) SERVED:**

Name	TED DANG
Address	1305 PRANKLIN St #500
City, State, Zip	DAKIAND, CA 94612

Name	
Address	
City, State, Zip	

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

CARIOS DI drickson

PRINTED NAME

Carls D 10333 'id

SIGNATURE

8-31-21

DATE SIGNED

. 100 000000000000000000000000000000000	<b>CITY OF OAKLAN</b>	VD	For Rent Adjustment Program	n date stamp.
	<b>RENT ADJUSTME</b>			
	250 Frank H. Ogawa Plaza	, Suite 5313	SEP 2 5	2022
	Oakland, CA 94612-0243 (510) 238-3721		Mailles ULI 20	2023
	CA Relay Service 711	T23.0140	DM/H OAKLAND	RENT
CITY OF OAKLAND	www.oaklandca.gov/RAP		ADJUSTMENT	PROGRAM
Nonso fill out this form a		IT PETITION		
ontest an owner exemptic petition being rejected or d Petition") or the RAP webs	is completely as you can. Use on from the Rent Adjustment Pro- lelayed. See the last pages of th ite for more information. CONTA o make an appointment email <u>F</u>	ogram. Failure to provide th is petition packet ("Importa ACT A HOUSING COUNSI	e required information may re nt Information Regarding Filir	esult in your ng Your
Rental Unit Informa				
2230 (	AKestlore Auc	М	Oakland CA 91	1606
	eet Name	Unit Ni	Oakland, CA <u><u></u> Umber <u>Zip</u></u>	Code
Nove-in Date: Dec Z	00 6 Initial Rent at Move-	In: \$_2500	Current Rent: \$ 2507.5	<b>(</b>
	controlled by a government age tment Program? (See page 5 "J	ency (such as HUD or Sect	ion 8), other	
Are you current on rent?	Chooking "No" with		ly withholding rent in order to file lanation may result in your petitio	
	No* dismissed.)			
If not current on rent, exp	ain why:	ر در این مراجع این از میناند. مراجع این از مانید	na ser an anna an an Arthur anna an Arthur Ruith Anna an Arthur an Arthur anna an Arthur	
	perty owner first provide you wit TENANTS OF THE RESIDENTIAL BRAM ("RAP Notice")?	l was never provi	SRAP Notice on: $N \delta V - 2 C$ ded with the RAP Notice or if I ever received the RAP N	
Case number(s) of any re	levant prior Rent Adjustment ca			
	(Listeach tenant petitioner in u		ə, attach additional sheet')	
(ARIO)		Didrickso	N 1.034833	
UINIV	and the second	Last Name		
First Name		Lastinane	• • • • • • • • • • • • • • • • • • •	
	nt from above):			
Nailing Address (if differe	nt from above):		Email: Dtv 1be 510	eYAHOD
failing Address ( <i>if differe</i> Primary Telephone: $5 (D)$	- <u>4 4 4 - 7 5 8 9</u> Other Telej	phone:		eYAH00 . cor
Mailing Address ( <i>if differe</i> Primary Telephone: <u>510</u> Glen JA	- <u>4 4 4 - 7 5 8 9</u> Other Telej			еЧАНОО . сот
Mailing Address ( <i>if differe</i> Primary Telephone: <u>5 10</u> Glew J A First Name	- <u>444-7589</u> Other Telej	phone: Didricksin		eyalloo .cor
Mailing Address ( <i>if differe</i> Primary Telephone: <u>5 10</u> <u>GLON J A</u> First Name Mailing Address ( <i>if differe</i> )	- <u>ЧЧЧ-7589</u> Other Telej nt from above):	phone: DILVICKSXN Last Name		еүандо • сот
Mailing Address ( <i>if different</i> Primary Telephone: <u>5 10</u> GLONJA First Name Mailing Address ( <i>if different</i> Primary Telephone: <u>5(0</u>	<u>- ЧЧЧ - 7589</u> Other Telej nt from above): - <u>ЧЧЧ-756' </u> Other Telepi	phone: Last Name	Email:	eyalloo .com
Mailing Address ( <i>if different</i> Primary Telephone: $5 10$ Glew JA First Name Mailing Address ( <i>if different</i> Primary Telephone: $5(0 - 1)$	- <u>ЧЧЧ-7589</u> Other Telej nt from above):	phone: Last Name	Email:	<u>eyalloo .com</u>
Mailing Address ( <i>if different</i> Primary Telephone: $510$ Glew J A First Name Mailing Address ( <i>if different</i> Primary Telephone: $5(0)$ <b>Fenant Representat</b>	- <u> </u>	phone: Last Name	Email:	• C D' V
Primary Telephone: <u>5 10</u> <u>GLeωJA</u> First Name Mailing Address ( <i>if differe</i> Primary Telephone: <u>5(ο</u>	<u>- ЧЧЧ - 7589</u> Other Telej nt from above): - <u>ЧЧЧ-756' </u> Other Telepi	phone: Last Name	Email:	• ( )
Mailing Address ( <i>if different</i> Primary Telephone: <u>5 10</u> GLONDA First Name Mailing Address ( <i>if different</i> Primary Telephone: <u>5(0</u> <b>Primary Telephone:</b> <u>5(0</u> )	- <u> </u>	phone: <u>Didricksin</u> Last Name hone: esentative I Attorney I	Email: Non-Attorney Firm/Organization ( <i>if any</i> )	• C D' V

U	(C2) I wish to contest an exemption from the Rent Adjustment Ordinance be	ecause the
	exemption was based on fraud or mistake.	

(C3) The initial rent amount when I first moved in was unlawful because the property owner was not permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C).

## Unlawful Rent Increase(s)

(Complete this section if any of the grounds for petition fall under category A, above)

List all rent increases you wish to contest. Begin with the most recent increase and work backwards. If you never received the RAP Notice, you can contest all past increases. See the "Important Information" page at the end of this petition packet for more information on time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.

• For petitions contesting a rent increase on the grounds that the unit has been cited by a government agency for serious health, safety, fire, or building code violations, <u>you must attach a copy of the citation</u> to your petition. Failure to attach a copy of the citation may result in your petition being dismissed.

Date received rent increase notice:	Date rent increase went into effect:	Amount of increase:		Received RAP Notice with notice of rent increase?	
(Month/Day/Year)	(Month/Day/Year)	FROM	то	YES	NO
JULY 7 2023	9-1-2023	\$ 2517,5Y	\$ 3134.15	ľ	
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		

### **Decreased Housing Services**

(Complete this section if any of the grounds for petition fall under category B, above)

List all the conditions that you believe entitle you to a rent decrease. If your petition is based on problems related to your unit, or because the owner has taken away service(s) or is charging for services originally provided by the owner, you must complete this section. If you need more space, attach a separate sheet or an additional copy of this form.

- <u>You are strongly encouraged to submit documentary evidence</u> (photographs, inspection reports, correspondence with your landlord, etc.) together with your petition. Evidence may be submitted up to seven calendar days prior to your hearing.
- You may wish to have a City inspector come inspect your unit for possible code violations in advance of your hearing. Copies of any inspection report(s) may be submitted in support of your petition. To schedule an inspection, contact the City of Oakland Code Enforcement Unit at (510) 238-3381, or file a complaint online at <a href="https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement">https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement</a>. Note: if additional items are cited in an inspection report that were not included in your original petition (below), you must file an additional petition listing those items in order for RAP staff to consider them as a part of your claim.

	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
1. 	FLOCTORS MAIN Break	Dec 10-2012	2012		\$65 P/mon

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180) 180)

	VERIFICATION Required)
I/We declare under penalty of perjury pursuant to the law this Tenant Petition is true and that all of the documents	vs of the State of California that everything I/we said in attached to the Petition are true copies of the originals.
Carly Dub Tenant 1 Signature	<u>4-72-2023</u> Date
Hlendy Put Tenant 2 Signature	<u>9-22-2023</u> Date
	LECTRONIC SERVICE Recommended)
	the OTHER PARTY/PARTIES send you documents related to e, the RAP and other parties may send certain documents t by first class mail.
I/We consent to receiving notices and documer PARTY/IES electronically at the email address(	nts in this matter from the RAP and from the OTHER as) provided in this response.
MEDIATI	ON PROGRAM
case as an alternative to the formal hearing process. A tr	
Mediation will only be scheduled if both parties agree to	mediate. Sign below if you agree to mediation in your case.
I agree to have the case mediated by a Rent Adjustm	ent Program staff mediator.
INTERPRET	ATION SERVICES
If English is not your primary language, you have the righ Adjustment hearing and mediation session. You can requ	t to an interpreter in your primary language/dialect at the Rent lest an interpreter by completing this section.
I request an interpreter fluent in the following language at my Rent Adjustment proceeding:	<ul> <li>❑ Spanish (Español)</li> <li>❑ Cantonese (廣東話)</li> <li>❑ Mandarin (普通话)</li> <li>❑ Other:</li> </ul>

-END OF PETITION-

Page 5 of 4

And the



### CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711

www.oaklandca.gov/RAP

For Rent Adjustment Program date stamp.

SEP 2 5 2023

OAKLAND RENT ADJUSTMENT PROGRAM

# PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS) ON THE PROPERTY OWNER PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (*the preceding page of this petition packet*) and a completed PROOF OF SERVICE form together with your Petition.

- 1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
- NOTE: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
   Provide a complete but unsigned copy of this PROOF OF SERVICE form to the person(s) being served
- together with the documents being served. 4) File your completed and signed copy of this PROOF OF SERVICE form with RAP together with your Petition.
  - Your Petition will not be considered complete until this form has been filed indicating that service has occurred.

TENANT PETITION plus <u>28</u> attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)

NOTICE TO PROPERTY OWNER OF TENANT PETITION

Cther:

by the following means (check one):

First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

Personal Service. I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

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ENDORSED FILED AMEDA COUNTY raki lus žeduakni FEB 1 5 2013 1 2013 OCT 29 PM 3:46 CLERK OF THE SUPERIOR CO By Elaine Kabiling, Exec. Off./C 2 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA 3 IN AND FOR THE COUNTY OF ALAMEDA 4 Civil No. RG12 -658365 5 DAN (-TED. **STIPULATION RE:** Plaintiff, 6 **DISMISSAL/JUDGMENT** 7 v. **ORDER OF COURT** 8 DIDKILKSON, ET AL CARLOS Defendant. 9 10 , and Defendant(s), CARLUS 11 Plaintiff, TEO DANG DIDRICKSON 12 o, oncurso, hereby stipulate and agree to the following: GLENDA 13 Defendant(s) will remain a tenant on the premises located at 2230 LAKESHOLE 1. 14 AVE # , CA. Defendant(s) agree(s) to pay  $\frac{1}{5}$ , an agreed 7 OAKIAND 15 upon sum for rental arrearages owed through 2 24 13 , in the following manner: 16 \$ 5,000.00 T-Ailo PAM AARLAR JOANI 17 OR B7 2 て 18 てン PL ANNTEF 19 Sun 0A 20 FINAL OR. ON 21 22 SHAU Reime PAN 7 min 23 OF MARCH 2013 ne IN 24 25 26 Any payments due on a weekend or holiday shall be due on the next business day. There shall be 27 no penalty for pre-payment of the rental arrearages. 28

2 T	
4	
1	2. If Defendant(s) comply with paragraph 1, above, Plaintiff shall forthwith file with
2	this Court a request for dismissal with prejudice of this action. In the event that Plaintiff fails to
3	file a request for dismissal with prejudice, the parties agree that the Court may order that the
4	matter be dismissed with prejudice upon Plaintiff's failure to appear at the compliance hearing.
5	3. If Defendant(s) fail to comply with paragraph 1, above, Plaintiff upon filing a
7	declaration under penalty of perjury to that effect with this court, and upon twenty-four (24)
8	hours telephone notice to Eviction Defense Center, at (510) 452-4541, and Defendant(s) at
9	(510) <u>444-7589</u> , shall be entitled to judgment for possession of the
10	premises and an immediate writ of execution thereon. PLVS Lever, & D AM OAMACES
11	A. The Plaintiff hereby waives any and all claims for rent, and daily damages for the
12	Premises through 2/28/13 EXCEPT 03 TO PARAGRAPHI.
1.3	5. The parties waive any and all claims to fees and costs associated with this action.
15	6. In response to any inquiry regarding Defendant or Defendant's tenancy in the
16	Premises, Plaintiff and Plaintiff's agents and employees, shall provide no negative reference.
17	7. THIS MATTER SHALL REMAIN MASKES AND NOT
18	MADE PUBLIC.
19	8. PLAINTIFF SHALL MAKE NEEDED REPAIRS TO
20	THE FOLLOWING ON OR BY MARCH 17,2013,
21	INCLUSING: A) HEAT VENT LEAKS WATER; B) ELECTRICAL
23	CIRCUIT BULKERS FAIL FROM NUMMAR USE; C) BROKEN
24	ENMY DOUR HAPOLE; D) FLOOR BUARDS ON PATTO STICK OUT
25	AD PRUTRURE ; E) UNEVEN AND LOOSE FLOUR ROADD IN THE
26	14 W 47F
27	9. THE LENT SHAW REMAIN AT \$2725.00 UNTIL Avoust 31,2013, THE RENT is Acknowlessons As
28	52775 FROM SEPT. 1,22012. ANY RENTA INCREASE
	AFTER AUDUST 31, 2013 SHAN BE PURSAT TO 000992 THE LAW.

DATED: 2/15/13 MondaDidates-2/15/13\_\_\_\_ 1 DATED:\_\_\_ Ż 3 Defendant Plaintiff 4 DATED: 2-15-13 5 DATED: Vail 6 7 Defendant Plaintiff 8 9 APPROVED AS TO FORM: APPROVED AS TO FORM: 10 11 Attorney for Defendant Attorney for Plaintiff 12 13 **IT IS SO ORDERED** 14 DATED: 2-15-13 15 DON CLAY JUDGE(OF 16 17 18 OSC SET FOR 04-18-13 (D 9:00 am D-1 FAILURE TO APPEAR SHALL 19 20 RESULT IN DISMISSAL 21 22 23 24 25 26 27 28

# **Residential Lease**

### Apartment-Condominium-House

www.sociale1.con

By this agreement made and entered into on	DECEMBER	07	, 20 06
between SUNG PASKENUT	7	_ herein refe	rred to as Lessor,
and CARIDS AND ALENDA DIDRI	CKSON .	herein refer	red to as Lessee.
Lessor leases to Lessee the premises situated at 2230	LAKESHODE WE	NUE NI	D.I. in the City
of DAULANIN, County o	ALAMEDA		, State of
CALIFORNIA and more particularly	described as follows:		

together with all appurtenances, for a term of <u>2</u> years, to commence on <u>DECENBER 15</u>, 20<u>06</u> and to end on <u>DECEMBER 14</u>, 20<u>08</u>, at <u>6.00</u> o'clock <u>P</u>. m.

1. Rent, Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of TWENTY <u>FIVE HUDDED</u> Dollars (\$ 2,500,00....) per month in advance on the 5T day of each calendar month beginning <u>TAJUAZH</u> 2006, at 2230 LAVESHOPP. City of <u>CANDENDE</u> State of <u>CALLEDONE</u> or at such other place as Lessor may designate. 2230 LAVESHOPE AVENUE No. 1 OAKLAND PA 94606

3. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of Laborary SDAYS Dollars (\$ 150,00.....).

4. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of <u>TWEMY</u> Pive Dollars (<u>\$ 25.00</u>) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. Security Deposit. On execution of this lease, Lessee deposits with Lessor <u>FIUE THOUSIND</u> Dollars (\$ <u>5400</u>, <u>40</u>), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

•					11.
8. Number of Occupants.	. Lessee agrees that the	demised premises shall	be occupied by no mo	re than	Ę.
,	persons, consisting of	13	adults and	$1 \cdot \cdot$	
children under the age of	18	vears, without the wri	itten consent of Lessor	p	

Page Fol S

(9) 2005 Sociates Media, UC US10-1 + Avv. 06/05 9. Condition of Premises. Lessee stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and tenantable condition.

10. Keys. Lessee will be given  $2^{2}$  key(s) to the premises and  $2^{2}$  mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged  $3^{2}$  mailbox key(s). If all keys Dollars ( $\frac{2500}{2500}$ ).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. Snow removal is the responsibility of the vehicle owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements: Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenantable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Page 2 of 5 -

WAYAY,56073185,0079

49 2005 Sociales Media, LLC L/310-1 + Rev. 06/05 19. Right of Inspection. Lessor and his or her agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

**21.** Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

**22.** Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Unless the opt-out clause below is initialed by both Lessee and Lessor, Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

.Opt-Out Clause:

vzzvz\_sociales.com

Lessee and Lessor must both initial and date here if the requirement that Lessee obtain renter's insurance is waived. If the requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of \_\_\_\_\_\_ Dollars

(\$\_\_\_\_\_\_), to be held and disbursed for pet damages to the Premises (if any) as provided by law, This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

24. Display of Signs. During the last  $\underline{3b}$  days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she has a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

Page 3 of S

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27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 36 days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. (This paragraph applies only when this Agreement is or has become a month-tomonth Agreement.) Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within \_\_\_\_\_\_ days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**32. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**33.** Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint, Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable; then such provision shall be deemed to be written, construed and enforced as so limited.

Page 4 of 5

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(4) 2005 Sociales Aledia, UC UE310-1 - Rev. 06105 City of Oakland, Planning and Building Department, Bureau of Building, Inspection Division 250 Frank H. Ogawa Plaza, 2<sup>nd</sup> Floor, Suite 2340, Oakland, California 94612-2031 www.oaklandnet.com, (510) 238-6402, FAX: (510) 238-2959,TDD: (510) 238-3254

# **Request for Service: Tenant Complaint**

Complaint No. 1900895 Inspector: Zanary J	SchmungPhone No. (510) 2.38-3846
Complainant's Name: CARLOS DDZick Soul	Phone No. (510) 444-7589
Dwner/Manager: TED Dav/G-	Phone No. (510) 832-2428
NSPECTION:	
PROPERTY MAINTENANCE:	Window defects:
	Lack of window egress:
Overgrown vegetation:	Lack of light/ventilation:
Trash & debris:	Mice/rodents/roaches:
Lack of/Inadequate garbage service:	Roof leaking/damaged:
Unapproved open storage	Damaged/non-functional Doors/locks:
Unapproved parking	Stairs/decks/railing:
BUILDING MAINTENANCE:	Exterior walls/windows/trim:
Replace mand	Blocked exits:
2 Electrical: Beakles Miphi	No resident manager (required 16 units or more)
3 Plumbing:	Unpermitted work:
Plumbing leak:	Unpermitted work:
Clogged sink/toilet:	Undocumented residential unit:
Building sewer blockage:	
Lack of/defective heating system:	Missing/Inoperative smoke/carbon monoxide
] Mechanical:	detectors: LUNG Roam
Wall/ceiling/floor defects:	and the first state of the stat
Others: SLidel PATTO Door Ferma Loos	SZ DEOREN MINULE
Others: WATTE LEAK AT Bederowy Ce	I CAS_ VARCT
Others: Electrical BREAKERS TRIMPUL	
Extensive surface mold present on	
See brochure for remediation guild lines. (Descript	tion required, e.g. bedroom wall under window, tub ceiling)
later Items Identified on this form above are for investi	gation purposes only. If they are determined to be code
iolations, they will be specified in an official Notice to A	행사는 것 같은 것 같
wations, they will be specified in an official notice to A	
omplainant Only: I certify that I have notified the own	er/manager of the above identified item(s) and I will allow
计数据考虑 建氯化合物 化分子 化生产性 化结合性 医结合性 化合体 医子宫 法公司 计分子 化分子 化分子 化化合物 网络加加尔尔加斯加尔尔尔加斯加尔尔 化分子子 网络拉拉拉	State law to enter my unit in order to make all necessary
	성화 방법성이 주말하는 것이 되는 것이 같아. 아이는 것이 것이 가격했다. 영화 방법성 방법성 방법성
he owner or agents with proper notice as governed by S	
he owner or agents with proper notice as governed by S	Date: 3~(1-14

### At this point, you will be assessed fees and an invoice will be mailed separately with the exact amount to

**pay.** Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Randy Schimm , who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238-3846 and by email at : rschimm @oaklandca.gov.

# If you do not notify your inspector, why you cannot comply and if the re-inspection verifies that all violations have not been corrected:

- You will be charged for inspection and administrative costs, which can total \$1,077.00. A separate invoice will be mailed. The City will petition the court on to issue an Inspection and Abatement Warrant to gain access onto the
- premises. A separate invoice will be mailed in the amount of \$2,017.00.
   The City will abate the violations and charge you for the contracting and administrative costs, which can total over \$1,000.00. A separate invoice will be mailed.
- A Priority Lien fee in the amount of \$1,413.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court.
- Administrative penalties pursuant to OMC 8.58 and 1.12 have begun to accrue and will continue for up to 12 days totaling \$5,000.00
- The Notice of Violation may be recorded on your property in the amount of \$1,414.00 to fully disclose the conditions of the property.
- A Compliance Agreement and Rehabilitation Plan may be required to assure all violations are corrected within a pre-determined timeline and in accord with the Oakland Municipal Code.

Sincerely,

Digitally signed by Randy Schimm Date: 2021.04.30 11:41:44

Specialty Combination Inspector

Enclosures as applicable:

Blight brochure
 Property Owner Certification
 Lead Paint brochure
 Photographs

Residential Code Enforcement brochure
 Mold and Moisture brochure
 Undocumented Dwelling Units brochure
 Stop Work brochure

Vehicular Food Vending brochure
 Pushcart Food Vending brochure
 Smoke Alarms brochure
 Condominium Convérsion brochure



3/19/2019 001000

# **County Assessor Display**

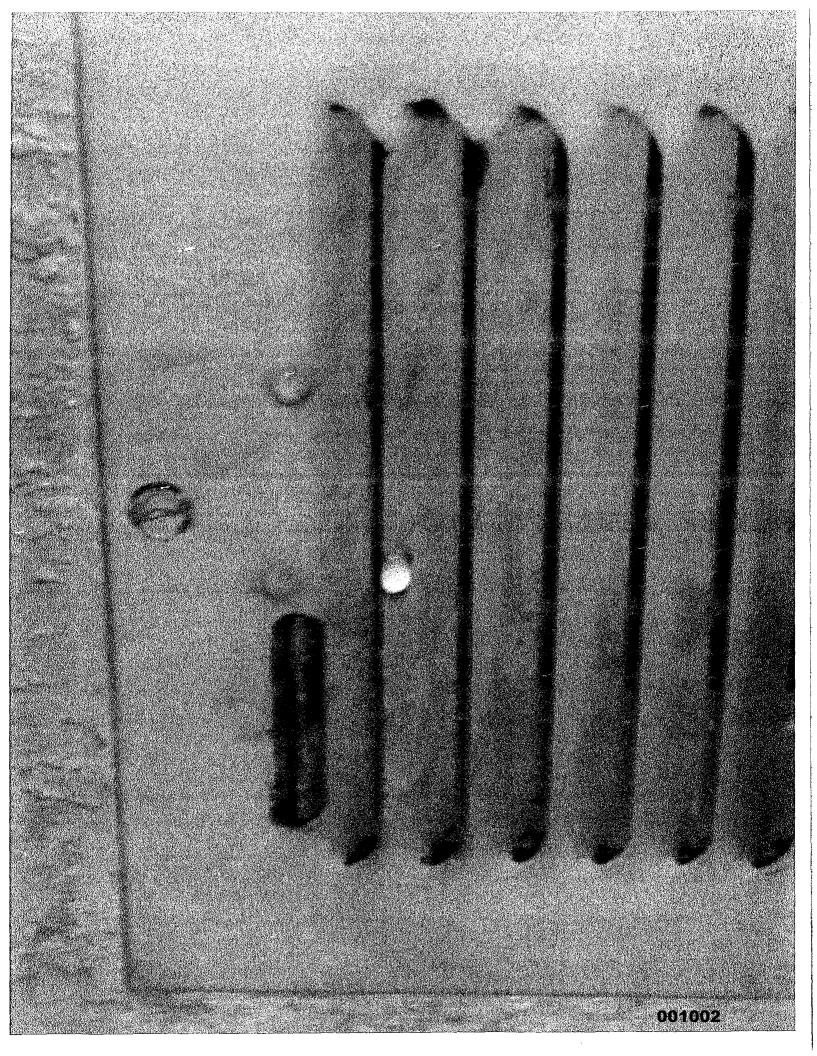
# Assessor Parcel Record for APN 023--0414-013-00

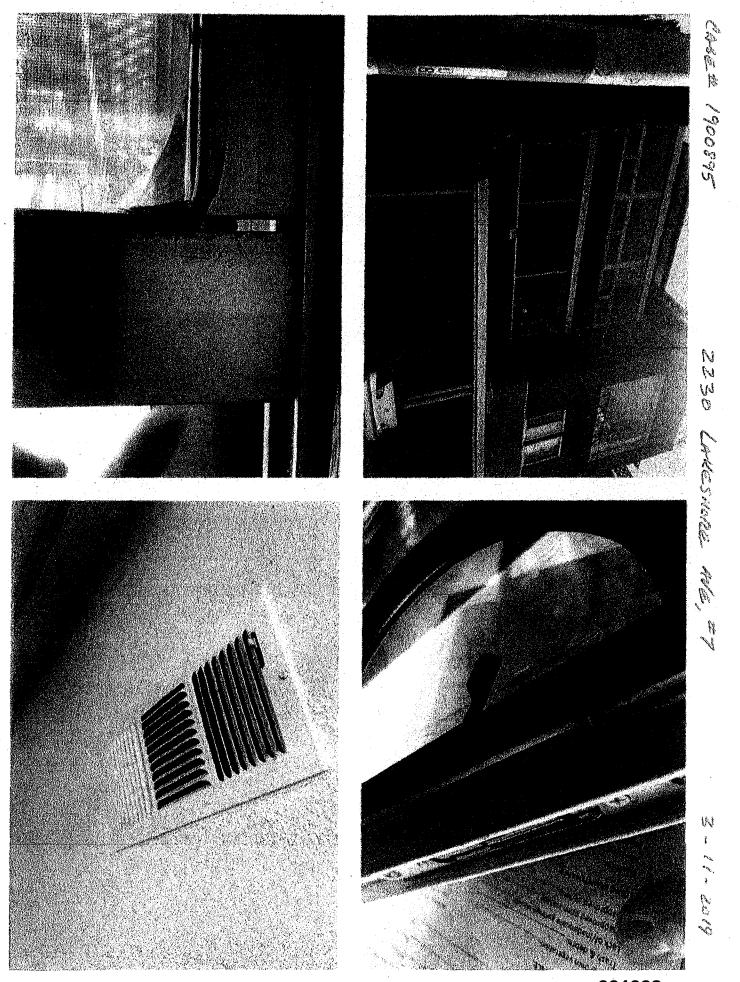
Parcel Number:	23-414-13		
Property Address:	2230 LAKESHORE AVE, OAKLAND 94606		
Owner Name:	WILLIAMS JOHN F & 421 ASSOCIATES		
Care of:	TED W DANG		
Attention:			
Mailing Address:	1305 FRANKLIN ST 500, OAKLAND CA 94612-3224		
Use Code:	MULTIPLE RESIDENTIAL BUILDING OF 5 OR MORE UNITS.		
Recorder Number:	2014-196663		
Recorder Date:	8/8/2014		
Mailing Address Effective Date:	8/8/2014		
Last Document Input Date:	10/20/2014		
Deactivation Date:			
Exemption Code:			

<u>Hom</u> ⊳	Enter Assessor Broperty U.S. Postal Service CERTIFIED MAIL: REC (Domestic Mail Only: No Insurance C	CEIPT	<u>GIS Parcel</u> <u>Map</u>	<u>Alameda</u> <u>County</u> <u>Web Site</u>	Use Codes
569 886	For delivery information visit our website OFFICIAL Postage \$	The second se			
2E 4000	Certified Fee Return Receipt Fee (Endorsement Required) Restricted Detivery Fee	Postmark Here			
- 2760 - 2760	(Endorsement Resulted) L Total WILLIAMS JOHN F & 421 A Care of: TED W DANG 1305 FRANKLIN ST 500,	SSOCIATES			
7006	Street 2 or PO B City, Sta 1900895 I NOV I 2230 LAKESHORF A PS Form 3800, August 2005	VE LASE 1321/19			

http://revfilesvr/countydisplay/display\_assessor\_record.asp?apn3=023 041401300

3-11-2019 Lake shall Ale # 7 2230 1900895 VILLES OF ALL 042







 250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

 Planning and Building Department
 (510) 238-6402

 Bureau of Building
 FAX:(510) 238-2959

 Building Permits, Inspections and Code Enforcement Services
 TDD:(510) 238-3254

 Inspectioncounter@oaklandnet.com
 TDD:(510) 238-3254

### NOTICE OF VIOLATION

March 19, 2019

**Certified and Regular mail** 

### To: WILLIAMS JOHN F & 421 ASSOCIATES C/O TED W DANG 1305 FRANKLIN ST 500 OAKLAND CA 94612-3224

Code Enforcement Case No.: 1900895 Property: 2230 LAKESHORE AVE, Unit 7 Parcel Number: 023-0414-013-00 Re-inspection Date/Correction Due Date: April 24, 2019

Code Enforcement Services inspected your property on March 11, 2019 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

Investor Owned Program - Per OMC 8.58

Foreclosed and Defaulted Properties - Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact inspector Randy Schimm, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3846 and by email at rschimm@caklandnet.com.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.

- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00.
- Priority Lien fees in the amount of \$1,349.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.

May 2018 Scan to: Code Enforcement-Chronology-Abatement Activities Notice of Violation

You have a right to appeal this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: April 24, 2019 you will waive your right for administrative review. Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.

Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, Repeat Violation and the Property Owner Certification on record.

If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within 60 days from the end of the appeal period. A filing fee in the amount of \$110.00 is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted.

Administrative/Civil penalties will be Assessed for failure to abate Sections 8,24.020, 1.08.60, 1.12). Penalties may be assessed for up at \$1,000 a day. You will be notified separately if penalties have ac Nulsance Abatement Lien (Notice of Violation) A Nulsance Abatement Lien may be filed with the Alameda County	8.24.020.1.08.601.12), Penaltics may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penaltics have accrued. (Priority Lien) (OMC 8.54.430) A Constructive notice of the pendency of a collection action for an
Clerk-Recorder for recordation on the property title which shall hav effect and priority of a Judgment Lien. The Nuisance Abatement Lie foreclosed by an action brought by the City of Oakland for a money (Priority Lien) (OMC 8.58.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder	be be ant. Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder
	Sincerely, Randy Schimm Specialty Combination Inspector Planning and Building Department
Enclosures as applicable:	
Property Owner Certification	Enforcement brochure  Ure brochure Ure brochure Ure Condominium Conversion brochure Ure Condominium Conversion brochure
CC:	
Ăd	trative Hearing Rees
Conduct Appeals Hearing A Processing Fee S	0 Cost Appeal (Fee charged only if Appellant loses appeal) 0 0

# Property Address: 2230 LAKESHORE AVE, Unit 7

### Complaint #: 1900895

Description of Violation	Required Action	OMC Section
		· · · ·

### Property Maintenance (Blight) - (Checklist of Violations attached).

### Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section 15.08.050 15.08.260 15.08.120 15.08.140 15.08.050	
Water dripping from heater vent in bedroom. Newer mechanical vent ducting installed on roof from FAU to bedroom without proof of permits.	Repair leak at water intrusion source. Obtain permits, inspections and approvals.		
Sliding patio door handle broken and frame showing large gap at screw location.	Replace handle/repair frame.		
Tenant complaint of breakers tripping when using electric range.	15.08.260 C 15.08.120 15.08.140		
and the second			
and a second		and the second	

Zoning		•			
Description of Violation		· · ·		Required Action	OMC Section
	•				
			5 - 24 10		
		· · · · · · · · · · · · · · · · · · ·			
	· · · · · · · · · · · · · · · · · · ·	· · ·			
· · · · ·					



### **County Assessor Display**

Format Parcel 23-414-13

Care Of

**Use Code** Multiple residential building of 5 or more units.

Mailing Address Effective Date 11/16/2020

**Exemption Code** 

Date Printed: 03-29-2022

1/5

**Property Address** 2230 LAKESHORE AVE, OAKLAND, 94608

Assessor Parcel Record for APN 23-414-13 (023 041401300)

Attention

**Recorder Number** 2020 - 311836

Last Document Input Date 02/22/2021

**Owner Name** WILLIAMS JOHN & LIMING W TRS & 421 ASSOCIATES LLC

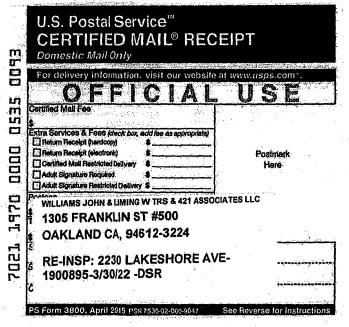
Mailing Address

1305 FRANKLIN ST, #500

, OAKLAND CA, 94612- 3224

**Recorder Date** 11/16/2020







CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA = SUITE 2340 = OAKLAND, CALIFORNIA 94612-2031 Planning and Building Department
(510) 238-3381 Bureau of Building
TDD:(510) 238-3254 Inspections, Permits and Code Enforcement Services bbcode-inspect@oaklandca.gov

### **RE-INSPECTION NOTICE**

March 29, 2022

Certified and Regular mail

Williams John & Liming W TRS & 421 Associates LLC

1305 FRANKLIN ST, #500 OAKLAND CA, 94612- 3224 Code Enforcement Case No.: 1900895 Property Address: 2230 LAKESHORE AVE Parcel Number: 023 041401300 Prior Notice Date: 06/18/2022

### Correction not later than: April 6, 2022

(Violations not abated by the Correction date will be subject to further enforcement including fee assessments) Re-inspection timeline: April 6, 2022 or April 7, 2022

You are receiving this Re-inspection Notice because after sending you an enforcement/posting notice (copy attached) Code Enforcement Services re-inspected your property on 03/24/2022 and:

Determined partial violation corrections were completed.

Confirmed/ Re-confirmed the violations of the Oakland Municipal Code (OMC).

At this point, fees will be assessed and an invoice will be mailed separately with the exact amount to pay. Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Randy Schimm who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238- 3846 and by email at rschimm @osklandca.gov.

If you do not notify your inspector why you cannot comply and if the re-inspection verifies that all violations have not been corrected:

You will be charged \$222,00 and administrative costs. A separate invoice will be mailed.

Administrative penalties pursuant to OMC 8.58 and 1.12 have begun to accrue and will continue for up to 12 days totaling \$5000.
 Purther enforcement action may be required to abate the violations to include referring the case to the City Attorney's Office and declaring the property Substandard Public Nuisance.

- The City will petition the court on to issue an Inspection and Abatement Warrant to gain access onto the premises. A separate invoice will be mailed in the amount of \$2,078.00.
- The City will abate the violations and charge you for the contracting and administrative costs, which can total over \$1,000.00. A separate invoice will be mailed.
- A Priority Lien fee in the amount of \$1,455.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court.
- The Notice of Violation may be recorded on your property in the amount of \$1,455.00 to fully disclose the conditions of the property.
- A Compliance Agreement and Rehabilitation Plan may be required to assure all of the violations are corrected within a predetermined timeline and in accord with the Oakland Municipal Code.

Sincerely.

Digitally signed by Randy Schimm Date: 2022.03.29 14:32:07 -07'00'

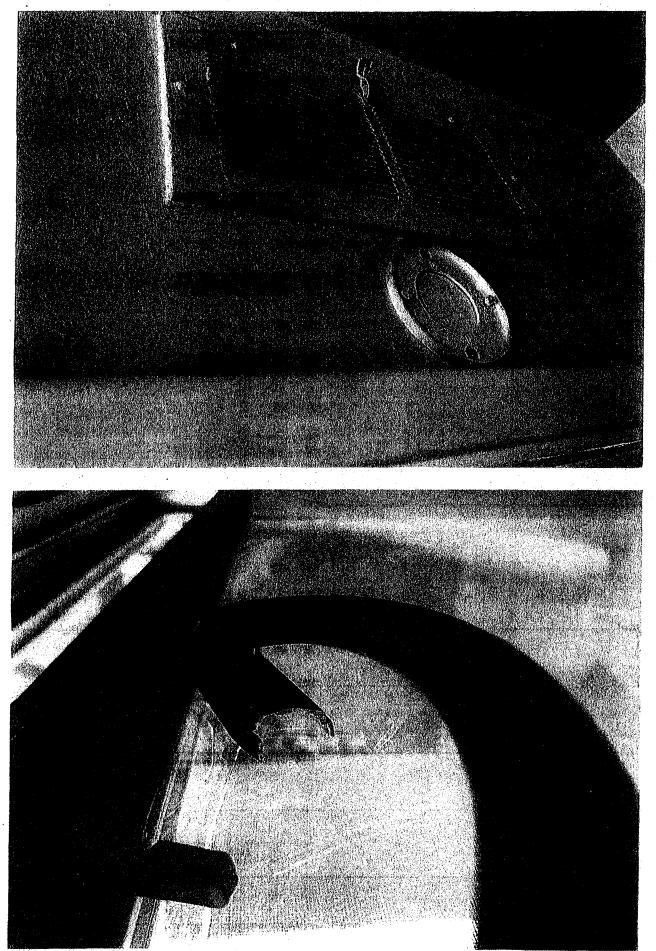
Specialty Combination Inspector

CC: Attachment: Enforcement notice/posting/Notice of Violation January 2022

CASE# 1900895

2230 LAKESHORE AVE.

3-24-2022





CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031 Planning and Building Department (510) 238-3381 Bureau of Building TDD:(510) 238-3254 bbcode-inspect@oaklandca.gov

<b>PROPERTY OWNER CERTIFICATION</b>	
REMOVED VIOLATIONS OR CORRECTED ALLEGATIONS Property: 2230 LAKESHORE AVE Parcel no. 023 041401300 Case no.: 1900895	Listructions         1. Review the property address and owner information shown at the left and make any necessary corrections.         2. Remove the violations marked below and/or cross out the violations that are not present and sign this form.         3. Before the Deadline to Respond shown at the left, return this signed form with dated photographs of your property to verify the violations were
Owner: Williams John & Liming W TRS &	removed of potpresent; E-mail: bbcode-inspect@oaklandca.gov Facsimile: 510/ 238-2959 Mail: Chy of Oskland Burean of Building
I certify that I have corrected the following violations or allegations identified in the Re-inspection Notice I received from the City of Oakland:	250 Frank H. Ogawa Plaza Suite 2340 Oakland, CA 94612-2031 (Envelope enclosed – no postage required)
Landscaping Storage Trash and Debris	Fencing Odors Building Exterior
Building Interior Plumbing Electrical	Heating Parking Concrete Paving
Fencing Barbed/Razor Wire	Sidewalk Display/Advertising
Unapproved Home Business   Exterior lighting	Excessive Noise
Unapproved Sidewalk Display 🔲 Unapproved Advertising	Unapproved Mobile Food Vending
Roosters on Property     Dumpsters/Garbage/Green Waste/Recycle	cle Cans (left in view, left on sidewalk)
Property Owner (	Certification

 Williams John & Liming W TRS & 421 Associates LLC

 Print Name (print)
 Date

 Property Owner Signature
 Day time telephone (\_\_\_\_\_\_)

 Janaury 2022
 2

 Scan to: Code Enforcement - Chronology - Abatement Activities

 Williams John & Liming W TRS & 421 Associates LLC



CITY OF OAKLAND

# 250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department Bureau of Building Inspections, Permits and Code Enforcement Services bbcode-inspect@oaklandca.gov (510) 238-3381 TDD:(510) 238-3254

# **RE-INSPECTION NOTICE**

May 16, 2022

Certified and Regular mail

# WILLIAMS JOHN & LIMING W TRS &

421 ASSOCIATES LLC

1305 FRANKLIN ST, #500

OAKLAND CA, 94612

Code Enforcement Case No.: 1900895 Property Address: 2230 LAKESHORE AVE #7 Parcel Number: 023 041401300 Prior Notice Date: 03-31-22

# Correction not later than: 06-20-22

(Violations not abated by the Correction date will be subject to further enforcement including fee assessments) **Re-inspection timeline**: 06-20-22, 06-21-22, 06-22-22

You are receiving this Re-inspection Notice because after sending you an enforcement/posting notice (copy attached) Code Enforcement Services re-inspected your property on 05-16-22 and:

Determined partial violation corrections were completed.

Confirmed/Re-confirmed the violations of the Oakland Municipal Code (OMC).

At this point, fees will be assessed and an invoice will be mailed separately with the exact amount to pay. Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector C. Scyphers who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238- 7692 and by email at cscyphers @oaklandca.gov.

# If you do not notify your inspector why you cannot comply and if the re-inspection verifies that all violations have not been corrected:

- You will be charged \$222.00 and administrative costs. A separate invoice will be mailed.
- Administrative penalties pursuant to OMC 8.58 and 1.12 have begun to accrue and will continue for up to 12 days totaling \$5000.
   Further enforcement action may be required to abate the violations to include referring the case to the City Attorney's Office and declaring the property Substandard Public Nuisance.
- The City will petition the court on to issue an Inspection and Abatement Warrant to gain access onto the premises. A separate invoice will be mailed in the amount of \$2,078.00.
- The City will abate the violations and charge you for the contracting and administrative costs, which can total over \$1,000.00. A separate invoice will be mailed.
- A Priority Lien fee in the amount of \$1,455.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court.
- The Notice of Violation may be recorded on your property in the amount of \$1,455.00 to fully disclose the conditions of the property.
- A Compliance Agreement and Rehabilitation Plan may be required to assure all of the violations are corrected within a predetermined timeline and in accord with the Oakland Municipal Code.

Sincerely,

Specialty Combination Inspector

CC: Attachment: Enforcement notice/posting/Notice of Violation January 2022



CITY OF OAKLAND

# 250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031Planning and Building Department(510) 238-3381Bureau of BuildingTDD:(510) 238-3254bbcode-inspect@oaklandca.govTDD:(510) 238-3254

<b>PROPERTY OV</b>	<b>NNER CER</b>	TIFICATION	F-2DESTINGUESE DESTE PANE		
REMOV CORREC	•	unformati necessary	Instruction he property addre on shown at the k corrections	ss and owner. oft and make any	
Property: 2230 LAKES	SHORE AVE #7	·.	CTOSSIOUL	the violations that the violations that this form	ked below and/or t are not present
Parcel no. 023 041401	300				pond shown at the left.
Case no.: 1900895			of your p	mperty to verify t	he violations were a state
Owner: WILLIAMS JC	OHN & LIMING V	WΤ	E-mail: 1	obcode-inspect@	oaklandca.gov
Deadline to Respond:		· .	Mail	510/ 238-2959 City of Oakland	
I certify that I have allegations identified in t the City of Oakland:			and a second second page of a statistical control of the second	Dakland, CA 946	wa Plaza Suite 2340
Landscaping	Storage	Trash and Debris	Fencing	Odors	Building Exterior
Building Interior	Plumbing	Electrical	Heating	Parking	Concrete Paving
Fencing	Barbed/Raz	zor Wire	Sidewalk I	Display/Advertisin	ıg
Unapproved Home I	Business	Exterior lighting	Excessive	Noise	
Unapproved Sidewa	ılk Display	Unapproved Advertising	g 🔲 Unapprove	d Mobile Food V	ending
Roosters on Property	y 🗌 Dumpsters/	Garbage/Green Waste/Rec	cycle Cans (left in v	view, left on side	valk)
<b></b>			·		·
WILLIAMS JOHN & L	MING W TPS &	Property Owner	Certification		
Print Name (print)	MATTAO AN INO &	······································	Date	· · · ·	
				•	
Property Owner Signatur	re	~			
Day time telephone (	)	•			

Janaury 2022

Commonwealth Management, Inc.

Real Estate Brokers License 0821583 1305 Franklin St #500, Oakland, Ca. 94612 Office: (510)832-2628 Fax:(510)834-7660

July 7, 2023

Carlos & Glenda Didrickson 2230 Lakeshore Ave #7 Oakland, Ca. 94606

Attached is a copy of the allowable rent increase, per the City of Oakland Rent Adjustment Program and a copy of the Notice to Tenants regarding this program that you previously acknowledged.

Your rent has not been adjusted since September 1,2022. The City allows a 3% increase for current adjustments.

Effective September 1,2023, your rent shall be increased to \$3134.15

Very truly yours,

aud

Ted W. Dang Property Manager

(l) $\left( \cdot \right)$ Sept 2023 Our current monthly rent at 2230 Lakeshore Ave Oak Ca. 94606 #7 is \$2517,54, A proposed rent which is higher than increase to # 313415 effective Sept. 1 2023 would be approx 24% however the City of Oakland's allowable rent increase is 2.5% Although we have repeatedly brought up year after year The Superior Court decision signed by Mr Dang in 2013 notice, that he could increase the rent After he makes the repairs, which are still unresolved As noted by the Oakland building inspector notice of violations after I was told to go ask for an inspection recommended by the Rent Adjustment Board. Mease see attached notices of violations dated 2019, 2020, 2021, 2022 and still unresolved. Ted Dang Common wealth Co lost his appeal. - See attached ... Rental AGreement, SUPERIDE COURT STIPULATION'S SIGNED by Ted dang, IN 2013, Letter OF Rent INCREASE Sppt 2013 Electrical Breaker still Kicks when using Just the store  $(\mathcal{S})$ Heater Vent , w Bedroon still Leaking when itered RAIN (2) Potro Door Handle still Broken (3) Notice of Violation's still UNResolved (4)001015

(2)I have heard no notice of repairs as of this date. as of this date. Nothing about reducing the rent, the latest paperwork - see attrached -Says #298,33 for loss of patio space. The patio is Approx 600seft: And is pigger than the following bedrooms 1) approx 8'×12' 2) 10'×15 3) 10'×15 - 600seft is blgger than any one bedroom of our unit. The deduction of #298,33 should be closer to the number of a should be closer to the amount of a one or two bedroom apt. or at least a \$1,000 00 amo deduction. I was never given the opportunity to contest that amount, I was told That is what I am being given, When we first moved into 2230 Lateshore Ave in Dec 2006 - 6 years before Ted Pang-Commonwealth Co bought the building 2230 Lakeshore, I paid an extra \$2,500 deposit. For a total of \$5000,00 deposit. Because of the patio which he had removed. But he replaced the patio of Apt 8 - on the Same Floor, 001016

(3)MR LANG WANTS TO INCREASE the RENT, but Never Addresses the AMOUNT of Deduction FOR NO PATIO, the \$ 298.33 stays the SAME YEAR AFter YEAR When Isporke with the coowner MR. John W. U.4 MS we spoke About RAISING the Rout After the Patro hAS been replaced, but Not For the AMOUNT OF time that we were without Apatio in its original condition Sust Like they replaced Apt 8 patio same Floor, AND ALSO REPLACING DESTROY Private proparty. I have spoken to MR Chiristopher Scyphers OAKLAND BUILING INSPECTOR Who LAST VISTED IN 2022 Who SAID his office has Recieved Nothing From ted dang COMMON Wealth JOX. About the Notice of Violation being Repaired, He MR. Sopphars has seen video TAKEN IN DEC 2022 OF the HEATOR VENT LEAKING AND the HALLWAY LEAKING PUNING HEAVY RAIN. AND the Appent Fron MR dang was devied UNANIANSly by the Appeal BOARD ON CASES TIQ-0186 TIQ-0235 &N MAUN 2023, FAIR AND TRIPANTIAL is All that I ASE. Corts Pedek Sept 22 2023 Apt 7 2230 LakesHore AUE OAKIAND, CA 94606 



<u>Please Fill Out This Form As Completely As You Can</u>. Failure to provide needed information may result in your response being rejected or delayed.

# CASE NUMBER TIG - 0403

Your Name	Complete Address (with zip code)	Telephone:
421 Associates	1305 Franklin ste#500 Oakland CA 94612	520 - 832 - 2628 Email: twd 113@aol.com
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone:
Allen Sam	1305 Franklin Ste#500	510 - 832 - 2628 Email:
	Oaldand CA 94612	asam @ commonweilth proper. com
Tenant(s) Name(s)	Complete Address (with zip code)	
Carlos Didricleson	2230 Lakeshorse Ave #7	
Glunda Didrickson	Oaldand CA 94606	
Property Address (If the property has m	ore than one address, list all addresses)	Total number of units on property

Have you paid for your Oakland Business License? Yes 🗱 No 🗆 Lic. Number: \_\_\_\_\_\_ The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. Please provide proof of payment.

Date on which you acquired the building:  $\frac{2}{15712}$ 

Is there more than one street address on the parcel? Yes  $\Box$  No  $\square$ -.

Type of unit (Circle One): House / Condominium/ Apartment, room, or live-work

For more information phone (510)-238-3721.

1

KHISK

**<u>I. JUSTIFICATION FOR RENT INCREASE</u>** You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

You must prove the contested rent increase is justified. For each justification checked on the following table, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts, and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.

Date of Contested Increase	Banking (deferred annual increases )	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Debt Service	Fair Return
7/1/18		[]				
9/1/19						

If you are justifying additional contested increases, please attach a separate sheet.

**<u>II. RENT HISTORY</u>** If you contest the Rent History stated on the Tenant Petition, state the correct information in this section. If you leave this section blank, the rent history on the tenant's petition will be considered correct

The tenant moved into the rental unit on 12/15/06.

The tenant's initial rent including all services provided was: \$ 2500 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants? Yes \_\_\_\_\_ No \_\_\_\_ I don't know

If yes, on what date was the Notice first given? \_\_\_\_\_\_ 9/17/2012\_

Is the tenant current on the rent? Yes \_\_\_\_\_ No \_\_\_\_

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

Date Notice Given	Date Increase Effective	Rent II	ncreased	Did you provide the "RAP NOTICE" with the notice of
(mo./day/year)		From	То	rent increase?
7/30/19	a/i/ia	\$ 3084.74	\$ 3192.70	🔀 Yes 🗆 No
5 14 18	3/1/18	\$ 2983.31	\$ 3084.74	🕅 Yes 🗆 No
3/25/17	7)1/17	\$ 2619.14	\$ 2983.31	Yes 🗆 No
- ( - (		\$	\$	🗆 Yes 🗆 No
		\$	\$	🗆 Yes 🗆 No

For more information phone (510)-238-3721.

# **III. EXEMPTION**

 $\mathcal{A}^{1}$ 

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

The unit is a single family residence or condominium exempted by the Costa Hawkins Rental Housing Act (California Civil Code 1954.50, et seq.). If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:

- 1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
- 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
- 3. Was the prior tenant evicted for cause?
- 4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
- 5. Is the unit a single family dwelling or condominium that can be sold separately?
- 6. Did the petitioning tenant have roommates when he/she moved in?
- 7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?

The rent for the unit is **controlled**, **regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

 $\Box$  On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house less than 30 days.

 $\Box$  The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction.

The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory owned and operated by an educational institution.

The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

# IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

# V. VERIFICATION

I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.

**Property Owner's Signatur** 

11/13/19

**IMPORTANT INFORMATIÓN:** 

#### Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

You can date-stamp and drop your Response in the Rent Adjustment drop box at the Housing Assistance Center. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m.

# <u>File Review</u>

You should have received a copy of the petition (and claim of decreased housing services) filed by your tenant. When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

#### Mediation Program

Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. Your tenant may have agreed to mediate his/her complaints by signing the mediation section in the copy of the petition mailed to you. If the tenant signed for mediation and if you also agree to mediation, a mediation session will be scheduled before the hearing with a RAP staff member trained in mediation.

If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 238-3721 to make arrangements. Any fees charged by a non-staff mediator are the responsibility of the parties that participate. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

# If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign below.

I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.

Property Owner's Signature

Date

4

For more information phone (510)-238-3721.

# PROOF OF SERVICE Case Number T19-0403

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California 94612.

Today, I served the attached **Owner Response** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California, addressed to:

Carlos & Glenda Didrickson 2230 Lakeshore Ave., #7 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 3, 2020.

Keith Mason

Program Analyst III Oakland Rent Adjustment Program

# PROOF OF SERVICE Case Number T19-0403

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California 94612.

Today, I served the attached **Owner Response** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California, addressed to:

Carlos & Glenda Didrickson 2230 Lakeshore Ave., #7 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 3, 2020.

Keith Mason

Program Analyst III Oakland Rent Adjustment Program

Commonwealth Companies – REAL ESTATE – BRE#: 0442390

November 14<sup>th</sup>, 2019

City of Oakland Rent Adjustment Program PO Box 70243 Oakland, CA 94612

# **RE: T19-0403**

Commonwealth Companies recently received a notice from the City of Oakland dated October 14<sup>th</sup>, 2019 regarding Case #T19-0403, notifying us that one of our residents, Carlos & Glenda Didrickson has filed a petition to the Rent Adjustment Board alleging a decrease in housing services, specifically citing the issues below:

- 1. Electrical Breakers keeps kicking ongoing/unresolved
- 2. 600 sq ft patio not replaced
- 3. Current rent increase is 27% higher than allowable

Our position for each issue:

1. Electrical Breakers keeps kicking - ongoing/unresolved

Our primary electrician has inspected the building's electrical system and concluded that the wiring of unit #7 is consistent with the quality of work provided to the rest of the building.

This complaint was inspected by the hearing officer (Barbara Cohen), and the decision referenced in Case #T15-0374:

"At the Inspection by this Hearing Officer, the tenants turned on all the burners to the stove. The breaker did not turn "kick". The Hearing Officer was in the unit for approximately 10 minutes."

Our electrician posits that the tenant may be pushing the limits of the system beyond capacity. This is possible by either having everything turned on at once, or using space heaters on a regular basis. In these instances, the breakers would be operating exactly the way it's supposed to.

2. Patio not replaced

The City of Oakland inspected the patio years ago and ruled that it was not up to code. Current owner was unaware that the previous owner installed the patio without any permits. This issue was addressed in Case No. T17-0327, ruling in favor of the tenant. Effective July 1, 2017, tenant was granted an ongoing rent decrease of \$298.33 unless the patio was properly rebuilt. The owner has honored the ruling of the Rent Adjustment Board since the day it took effect.

During the last in person hearing in Case #TI-0186, the officer reiterated that the patio issue has already been decided upon and that all future hearings/complaints issued by the Didricksons will not be heard.

#### 3. Current rent increase 27% higher than allowable

In Case #TI-0305 dated February 6<sup>th</sup>, 2019, pg.4. – relevant quotes are provided below:

"2. Effective July 1, 2018, the tenant's new base rent is \$3,084.74 per month."

"6. The owner is otherwise entitled to a rent increase according to the law of the Rent Adjustment Ordinance and the State of California as long as the effective date of the rent increase is not before July 1, 2019."

According to the ruling in Case #TI-0305, increases to the base rent are allowed. The tenant is provided an ongoing reduction of \$298.33 after including the annual CPI increases. The tenants have decided to disregard the City's decision.

001024 two

We request that the City of Oakland issue a formal notice to the Didricksons for immediate payment of outstanding rent amount of \$4246.46 (not including any late fees or interest accrued). Attacht of rent payments as of January 2018, which includes all the adjustments provided from the ru 0238, T18-0305, and the pending case of T19-0186. We have held off on pursuing the different

1305 Franklin #500, Oakland, CA 94612 || P:510-832-2628 ext:223 || E:asam@common



cases are still currently pending, and do not wish to complicate the matter until the Rent Adjustment Board confirm the previous Final Decision.

We also request that the City of Oakland dismiss this case, issue a citation to the Didricksons, and flag all future appeals referencing issues that have already been adjudicated. Despite the City reminding the Didricksons several times that the decision is final, we are compelled again to respond to another case being opened by the Didricksons referencing the patio, while two other cases that have also referenced the patio are currently pending no less! We will continue to defend ourselves and show respect to the City by following the rules. However, we would like the City to recognize that the Didricksons are wantonly abusing the spirit of the lawful rights as tenants, and putting a burden on resources that could be better used elsewhere.

Regards,

Allen Sam Commonwealth Companies

	Base Rent	Patio Adjustment	Other Adjustments	Rent Owed	Resident Payment	Notes	Difference
Jan-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.95	past rent overpayment adj.	\$0.00
Feb-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Mar-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Apr-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
May-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Jun-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Jul-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Aug-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Sep-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Oct-18	\$3,084.74	\$298.33	\$149.17	\$2,637.24	\$2,517.54	tarp ruling reimbursement	\$119.70
Nov-18	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Dec-18	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jan-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Feb-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Mar-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Apr-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
May-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jun-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jul-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Aug-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Sep-19	\$3,192.70	\$298.33		\$2,894.37	\$2,517.54		\$376.83
Oct-19	\$3,192.70	\$298.33		\$2,894.37	\$2,517.54		\$376.83
Nov-19	\$3,192.70	\$298.33		\$2,894.37	\$2,517.54		\$376.83
dd			·			·	,
						F	\$4,246.46

**NOTE:** July 2018 base rent increase of 3.4% from \$2983.31 to \$3084.74 per the City of Oakland allowable CPI adjustment **NOTE:** September 2019 base rent increase of 3.5% from \$3084.74 to \$3192.70 per the City of Oakland allowable CPI adjustment

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តាស	CITY O.	JAKLAND - 2019 Rent A	diustment Prog	(RAP)	
분행	Emted ML 2	& Pay Online @ HTTPS:/			
٥P	- W	UENT IF PAID OR POSTMAR			
SECTI	ON I-OWNER INFORMATION				
1. AC	COUNT NUMBER: 00153401	3	. Owner Name:	TED DANG	
2. M	ailing Address:	4	. Rental Location:	2230 LAKESHORE AVE	Ē
2	TED DANG			OAKLAND, CA 94606	-1019
•	TED DANG				
	1305 FRANKLIN ST STE 500	5	. Total Number of	Units per Alameda Co	unty Records : 8
	OAKLAND, CA 94612-3224				
	կորհերկերիերիների	mmillitud			
SECTI	ON II - CLOSE ACCOUNT				
		KLAND WAS SOLD OR DISCON			
R	ental properties that have sold or discontin	ued after January 1, 2019 are i Otherwise, sign and d		isiness tax in full by fillin	g out Section III & IV.
SECTI	ON III - EXEMPTIONS CLAIMED FOR 201				
Cla	im all that apply (see reverse side for e	valuation):			
Ciu	A. Owner-Occupied Unit	panatony.			
	B. Off the Rental Housing Market	(attach evolution)	А В.		
			B		
	C. Motel, Hotel or Rooming Hous		С	and the second second	
	D. Hospital, Convent or Monaste	ry	D		
	E. Newly Constructed		E		
			87.1	2	,
6. 1	TOTAL NUMBER OF EXEMPT UNITS CL	AIMED (add Lines A-E):	6		
SECTI	ON IV - NET CHARGEABLE UNITS				
10-30	NET CHARGEABLE UNITS:			*	
	duct Line 6 from the total units pre-pri	nted on Line 5)	7	If payi	ng after March 1, 2019
	FEE DUE	no ne esta se da calcada da en la construita a	8. \$ 54	C PET	NALTY DUE (on tax):
(m	ultiply Line 7 by ):\$68.00			3/2/20	19 - 4/1/2019 add 10%
	PENALTY DUE	h	9. \$		19 - 5/1/2019 add 25%
	baying after March 1, 2019 see box to t	ne right)	10 ¢	5/2/20	19 - until paid add 50%
	INTEREST DUE baying after March 1, 2019 see box to t	he right)	10. \$	INTERES	T DUE (on tax + penalty):
	PRIOR AMOUNT DUE	6,7	11. \$		9 - until paid add 1% per calendar month
12.	TOTAL DUE (add Lines 8-11)		12. \$ 54	4	
Deve		S.OAKLANDNET.COM Pay b	VIEA MactarCard	Discover or of book	
Payn		number: 00153401 and PIN:		Discover of echeck	
	BY MAIL: Send one c	heck per account made pay	able to "City of Oak		END CASH
	WALK IN: Cash, Check, V	ISA, MasterCard or Discove	r (see reverse for h	ours and holidays)	
SECT	ION V - SIGNATURE				
	I declare under penalty of perjury t	hat to my knowledge all info	ormation contained	in this statement is to	rue and correct.
	Print Name	Signature	2	Date	Phone Number

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

2 510-238-3704

Even

C-Divisity

Receipt

Guest

#### Find Account A Registration A Calculation A Payment A Receipt

â Home ♀ Report a Problem Account # 00153400 WILLIAMS JOHN F & 421 ASSOCIATES

# Business License Online Renewal Secure

#### PRINT THIS PAGE FOR YOUR RECORD

Your business license renewal has been successfully submitted. You will receive a link to print your business license shortly. Please allow up to 10 working days. If you have any questions, please contact the Business Tax office at (510) 238-3704. Thank you. Business Tax Office City of Oakland

		· · · · ·	· · · · · ·		
Submission Date	1/21/2019				
Confirmation #	92817				

Account Information		
Account #	00153400	
Expire Date	12/31/2019	
Name	WILLIAMS JOHN F & 421 ASSOCIATES	
Address	2230 LAKESHORE AVE	
City	OAKLAND	
Phone	(510) 832-2628 x222	
Summary	· · · · · · · · · · · · · · · · · · ·	
STD	Amou	nı
Enter 2018 Gross Receipts	(*If you received a 'Blue' renewal form, enter estimated 2019Gross Receipts) 188,765 \$2,633.2	27
Enter # of Employees - No	Fee Associated \$0.0	)0
BT SB1186 (AB1379)	1 \$4.0	)0

	-	<b>\$</b> 1100	
Total Due	\$2,6	640.27	

#### **Payment Information**

Payment Amount \$2,640.27

... After printing or saving this page for your records, you may close this browser window/tab.

#### Powered by HclE

Elected Officials Departments Boards and Commissions Staff Directory

Services News & Updates Events Documents

#OaklandLoveLife Oakland Library Visit Oatdand Oal-land Museum

For Assistance 311 or \$10-615-5566 Relay Service 711

Oakland City Eak 1 Frank II. Ogawa Plaza Oakland, CA 94612

https://itss.oaklandnet.com/Renew/Renew5

# Commonwealth Companies – REAL ESTATE – BRE#: 0442390

7/30/2019

Carlos & Glenda Didrickson 2230 Lakeshore #7 Oakland, CA 94606

## **RE: Rent Increase to Base Rent**

Dear Carlos & Glenda,

Attached is the current summary of the allowable rent increase, per the City of Oakland's Rent Adjustment Program and a copy of the Notice to Tenants regarding this program.

Your rent has not been adjusted since July 1st, 2018.

Per the Oakland Rent Adjustment Ordinance program, the city allows for a monthly increase of 3.5% starting July 2019. Effective September 1<sup>st</sup> 2019, your base rent shall be increased from \$3,084.74 to \$3192.70 per month.

As a reminder, the City of Oakland's past rulings has provided the both of you an ongoing reduction of \$298.33 per month to be deducted from the base rent to compensate you for your loss of service.

## Therefore, the rent you owe monthly beginning September 1<sup>st</sup>, 2019 will be \$2894.37.

All other terms and conditions shall remain the same.

Regards

Allen Sam – Property Manager Commonwealth Companies

# Commonwealth Companies - REAL ESTATE -(Brokers License #00442390) 1305 Franklin St. #500, Oakland, CA 94612 | Office: (510) 832-2628 | Fax: (510) 834-7660

May 14<sup>th</sup>, 2018

Carlos Didrickson 2230 Lakeshore #7 Oakland, CA 94606

Dear Carlos,

Attached is the current summary of the allowable rent increase, per the City of Oakland's Rent Adjustment Program and a copy of the Notice to Tenants regarding this program.

Your rent has not been adjusted since 7/1/17. This year the City allows a 3.4% increase for leases up for renewal during the period July 2018 to June 2019.

Effective July 1<sup>st</sup> 2018, your rent shall be increased from \$2,983.31 to \$3,084.74 per month. All other terms and conditions shall remain the same.

Regards,

Allen Sam – Property Manager Commonwealth Companies

# Commonwealth Companies

- Real Estate-Brokers License 0442390

1305 Franklin St #500, Oakland, Ca. 94612 \* Office: (510)832-2628 Fax:(510)834-7660

March 25, 2017

Carlos and Glenda Didrickson 2230 Lakeshore #7 Oakland, CA 94606

# Notice of Rent Increase

Dear Mr. and Mrs. Didrickson,

According to the RAP T16-0175 decision ("T16"; affirmed by the HRRRB on 2/28/17), your "total Base Rent [is] \$2924.82." (T16, p. 3) This Base Rent is no longer reduced for decreased housing services described in T16, because the owner made the necessary repairs and provided you notice of these repairs and notice of rent restoration on Sept. 29, 2016 (rent restoration effective Nov. 1, 2016). According to T16, the owner is eligible for a C.P.I.-based rent increase beginning in April 2017 (see T16, p. 3). The applicable C.P.I. rate is 2%. Therefore, effective July 1, 2017 your Base Rent is increased to 2983.31 (=2924.82 x 1.02).

According to T16, this Base Rent will be "reduced by \$364.17 per month" from April 2017 through August 2017 (see T16, p.3). Therefore, your total rent due – reflecting both the rent increase and the rent restoration – beginning July 1, 2017 is as follows:

Base Rent Adjustments PAY THIS AMOUNT:

	July 1, 2017: Aug. 1, 2017: Sept. 1, 2017: Oct. 1, 2017: Nov. 1, 2017: Dec. 1, 2017:	\$2983.31 - \$364.17 \$2983.31 - \$364.17 \$2983.31 - \$0 \$2983.31 - \$0 \$2983.31 - \$0 \$2983.31 - \$0 \$2983.31 - \$0	= \$2619.14 ← C.P.Ibased increase = \$2619.14 = \$2983.31 ← Rent restoration = \$2983.31 = \$2983.31 = \$2983.31
--	-----------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

Very truly yours,

Ted W. Dang

# CITY OF OAKLAND P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243

Community and Economic Development Agency Rent Adjustment Program (510) 238-3721 FAX (510) 238-3691 TDD (510) 238-3254

#### NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

• The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.

• You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.

• If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

• To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at <u>http://www.oaklandnet.com/government/hcd/rentboard/tenant.html</u>

• If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

• Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, OM.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent.

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex must be evicted. If the owner does not evict, the City Attorney may do so.

# TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit \_\_\_\_, the unit you plan to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS on IS NOT a designated outdoor smoking area. It is located at \_

SPDT 1.7017 I received a copy of this notice on

#### 此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721. Baûn Thoâng Baùo quyeàn lôii cuûa ngöôøi thueâ trong Oakland naøy cuŏng coù baèng tieáng Vieät. Ñea coù moàt baûn sao, xin goïi (510) 238-3721.

Rev. 12/5/07

# Commonwealth Companies – REAL ESTATE – BRE#: 0442390

7/30/2019

Carlos & Glenda Didrickson 2230 Lakeshore #7 Oakland, CA 94606

#### **RE: Rent Increase to Base Rent**

Dear Carlos & Glenda,

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Your rent has not been adjusted since July 1<sup>st</sup>, 2018.

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Therefore, the rent you owe monthly beginning September 1<sup>st</sup>, 2019 will be \$2894.37.

All other terms and conditions shall remain the same.

Regards

Allen Sam – Property Manager Commonwealth Companies

1305 Franklin #500, Oakland, CA 94612 || P: 510-832-2628 ext: 223 || E: asam@comr

Por PRER 330THE

# CITY OF OAKLAND P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243

Community and Economic Development Agency. Rent Adjustment Program

# (510) 238-3721 FAX (510) 238-3691 TDD (510) 238-3254

001034

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- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or 1S NOT a designated outdoor smoking area. It is located at

I received a copy of this notice on SPATM, 70/2Glevan F

# 此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

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# Learn More About CPI & Allowable Rent Increases

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# Consumer Price Index (CPI) Increases

The Oakland Rent Adjustment Ordinance allows an annual rent increase based on the regional Consumer Price Index (CPI). These annual rent increases are known as CPI increases or annual general rent increases.

The annual CPI rate for rent increases effective July 1, 2019 through June 30, 2020, is 3.5%. The rate is not applied to rent increases that take effect earlier than July 1, 2019.

# July 1, 2019: 3.5%

July 1, 2018: 3.4% July 1, 2017: 2.3% July 1, 2016: 2.0% July 1, 2015: 1.7% July 1, 2014: 1.9% July 1, 2013: 2.1% July 1, 2012: 3.0% July 1, 2011: 2.0% July 1, 2010: 2.7% July 1, 2009: 0.7% July 1, 2008: 3.2% July 1, 2007: 3.3% May 1, 2006: 3.3% May 1, 2005: 1.9% May 1, 2004: 0.7% May 1, 2003: 3.6% July 1, 2002: 0.6% March 1, 1995 – June 30, 2002: 3% per year

The "CPI rate" takes effect on each July 1 and remains in effect through June 30 of the following year. A property owner can raise rent above the CPI rate, based on certain justifications. Lost hopising services

") Electrical Breaker keeps kicking - ongoing/unresolved 2) 600 sq ft. patio removed in 2017 (we paid an extra \$2,500 deposit to assure renting this Art in Dec 2006.-) 3) we are convently awaiting Two appeals and have a Scheduled mediation Hearing Sept. 24, 2019 for our last petition, after Oakland Buliding Inspector Confirmed on going issues and/or Repairs not made Our ongoing rent of #2517 in which they have accepted and cashed our rent chucks. The corrent increase is 27% higher than allowable



<u>Please Fill Out This Form As Completely As You Can</u>. Failure to provide needed information may result in your response being rejected or delayed.

# CASE NUMBER T20 - 0193

Your Name TED DANG-	Complete Address (with zip code) 1305 Franklin St # 500 Oakland CA 94612	Telephone: \$10-832-2628 Email: twd 113@ a.o.1. com
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s) Carlos & Glerda Didriction	Complete Address (with zip code) 2230 Lateshare AVE #7 Oakland CA 94606	
Property Address (If the property has m 2230 Lake shore A	Total number of units on property	

Have you paid for your Oakland Business License? Yes  $\bowtie$  No  $\square$  Lic. Number:  $\underbrace{148529}_{}$  The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. Please provide proof of payment.

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes  $\checkmark$  No  $\Box$  APN: The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment**.

Date on which you acquired the building: 5/2014

Is there more than one street address on the parcel? Yes  $\Box$  No  $\not$ 

Type of unit (Circle One): House / Condominium/ Apartment, room, or live-work

For more information phone (510)-238-3721.

Rev. 7/12/2019

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**<u>I. JUSTIFICATION FOR RENT INCREASE</u>** You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

You must prove the contested rent increase is justified. For each justification checked on the following table, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts, and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.

Date of Contested Increase	Banking (deferred annual increases )	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Debt Service	Fair Return
1/10/20						
			. 🗖			
All of the American State Sta						

If you are justifying additional contested increases, please attach a separate sheet.

**<u>II. RENT HISTORY</u>** If you contest the Rent History stated on the Tenant Petition, state the correct information in this section. If you leave this section blank, the rent history on the tenant's petition will be considered correct

The tenant moved into the rental unit on  $\frac{12/15/66}{12/15/66}$ .

The tenant's initial rent including all services provided was: \$\_2500\_\_\_/ month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants? Yes <u>No</u> <u>I</u> don't know

Is the tenant current on the rent? Yes \_\_\_\_\_ No \_\_\_\_\_

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

Date Notice Given	Date Increase Effective	Rent	Increased	Did you provide the "RAP NOTICE" with the notice of
(mo./day/year)		From	То	rent increase?
1/10/20	9/1/20	\$ 3192.70	\$ 3218.90	TYes 🗆 No
		\$	\$	🗆 Yes 🗆 No
		\$	\$	🗆 Yes 🗆 No
		\$	\$	□ Yes □ No
		\$	\$	□ Yes □ No

For more information phone (510)-238-3721.

# **III. EXEMPTION**

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

The unit is a single family residence or condominium exempted by the Costa Hawkins Rental Housing Act (California Civil Code 1954.50, et seq.). If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:

- 1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
- 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
- 3. Was the prior tenant evicted for cause?
- 4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
- 5. Is the unit a single family dwelling or condominium that can be sold separately?
- 6. Did the petitioning tenant have roommates when he/she moved in?
- 7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?

The rent for the unit is **controlled**, **regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

 $\square$  The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

 $\Box$  On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house less than 30 days.

 $\square$  The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction.

The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory owned and operated by an educational institution.

 $\Box$  The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

## **IV. DECREASED HOUSING SERVICES**

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

Leak @ heater vent	12/17	9/18	Covered 17	r pra	Cases	719-186		
Broken handle		9/18	11	и	11			
circuit breaker	2/18	9/15	T15-0	374				
sing be detector	1/18	9/18	719-01	86/02	235			
Smo per verenti allar to						were n	esolved	in

Tenant continues to bring up minor repair issues that were resolved minor several prov hearings. Tenant has not complied with prior orders to pay correct amount of rent and is seriously delinquent. See attached schedule

Rev. 7/12/2019

For more information phone (510)-238-3721.

## **V. VERIFICATION**

I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.

Property Owner's Signature

<u>9/15/20</u> Date

## **IMPORTANT INFORMATION:**

#### Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

You can date-stamp and drop your Response in the Rent Adjustment drop box at the Housing Assistance Center.. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m.

#### **File Review**

You should have received a copy of the petition (and claim of decreased housing services) filed by your tenant. When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

#### **Mediation Program**

Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. Your tenant may have agreed to mediate his/her complaints by signing the mediation section in the copy of the petition mailed to you. If the tenant signed for mediation and if you also agree to mediation, a mediation session will be scheduled before the hearing with a RAP staff member trained in mediation.

If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 238-3721 to make arrangements. Any fees charged by a non-staff mediator are the responsibility of the parties that participate. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

# If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign below.

For more information phone (510)-238-3721.

I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.

Property Owner's Signature

Date

4

Rev. 7/12/2019

Tenant Ledg	jer									
Carlos Didri	ckson (cardid)									
2230 Lakes	nore Ave #5									
Date	Description	<u>(</u>	<u>Charges</u>	Pa	<u>ayments</u>	<b>Balance</b>		<b>Comment</b>	S	
	10.00					\$ (3,159.74)				
1/1/2017		\$	2,587.63			\$ (572.11)	(\$2895.73	base rent l	ess \$308.10)	
1/5/2017	chk# 1612			\$	2,587.63	\$ (3,159.74)				
2/1/2017		\$	2,587.63			\$ (572.11)				
	chk# 1615		· · · ·	\$	2,587.63	\$ (3,159.74)				
	2017 rent fee	\$	34.00			\$ (3,125.74)				
3/1/2017		\$	2,587.63			\$ (538.11)				
	chk# 1617			\$	2,587.63	\$ (3,125.74)				
3/3/2017	chk# 1618			\$	34.00	\$ (3,159.74)				
4/1/2017	Rent	\$	2,619.14			\$	(\$2983.31		\$364.17)	
4/5/2017	chk# 1620			\$	2,587.63	\$	per T17-03	327		
5/1/2017	Rent	\$	2,619.14			\$ (509.09)				
5/3/2017	chk# 1622			\$	2,587.63	\$ (3,096.72)				
6/1/2017	Rent	\$	2,619.14			\$ (477.58)				
	credit for fan	\$	(35.63)			\$ (513.21)				
6/6/2017	chk# 1624			\$	2,552.00	\$ (3,065.21)				
7/1/2017		\$	2,619.14			\$ (446.07)				
	chk# 1626			\$	2,619.00	\$ (3,065.07)				
8/1/2017		\$	2,619.14			\$ (445.93)				
9/1/2017		\$	2,983.31			\$ 	(\$2983.31		estored)	
	chk# 1630			\$	2,619.00	\$	per T16-01	75		
10/1/2017		\$	2,983.31			\$ 2,901.69				
	chk# 1632			\$	2,619.00	\$ 282.69				
11/1/2017		\$	2,983.31			\$ 3,266.00				
11/3/2017	chk# 1634			\$	2,619.00	\$ 647.00				
12/1/2017	Rent	\$	2,983.31			\$ 3,630.31				
12/5/2017	chk# 1636			\$	2,619.00	\$ 1,011.31				
1/1/2018	Rent	\$	2,517.95			\$			\$298.33 deck-1	/
1/2/2018	chk# 1638			\$	2,517.95	\$	per T17-01	41 and T17	7-0327 order 4	& 5
2/1/2018	Rent	\$	2,517.95			\$ 3,529.26				
	chk# 1641			\$	2,517.54	\$ 1,011.72				
2/8/2018	2018 rent fee	\$	34.00			\$ 1,045.72				
3/1/2018	Rent	\$	2,517.95			\$ 3,563.67				

3/5/2018 chk# 1643		- <u></u>	\$ 34.00	\$ 3,529.67	
3/5/2018 chk# 1645			\$ 2,517.54	\$ 1,012.13	
4/1/2018 Rent	\$	2,517.95	- <u></u>	\$ 3,530.08	
4/2/2018 chk# 1647			\$ 2,517.54	\$ 1,012.54	
5/1/2018 Rent	\$	2,517.95		\$ 3,530.49	
5/4/2018 chk# 1651			\$ 2,517.54	\$ 1,012.95	
6/1/2018 Rent	\$	2,517.95		\$ 3,530.90	
6/4/2018 chk# 1652			\$ 2,517.54	\$ 1,013.36	
7/1/2018 Rent	\$	2,517.95		\$ 3,531.31	
7/3/2018 chk# 1654			\$ 2,517.54	\$ 1,013.77	
8/1/2018 Rent	\$	2,517.95		\$ 3,531.72	
8/3/2018 chk# 1656			\$ 2,517.54	\$ 1,014.18	
9/1/2018 Rent	\$	2,517.95		\$ 3,532.13	
9/5/2018 chk# 1659			\$ 2,517.54	\$ 1,014.59	
10/1/2018 Rent	\$	2,684.98		\$	(\$2983.31 base rent - \$298.33 deck)
10/5/2018 chk# 1661			\$ 2,517.54	\$	per T17-0141 and T17-0327 order 5
11/1/2018 Rent	\$	2,786.41		\$ 3,968.44	(\$3084.74 base rent - \$298.33 for loss of deck)
11/5/2018 chk# 1662			\$ 2,517.54	\$	per T18-0305 order 4
12/1/2018 Rent	\$	2,786.41		\$ 4,237.31	
12/7/2018 chk# 1665			\$ 2,517.54	\$ 1,719.77	
1/1/2019 Rent	\$	2,786.41		\$ 4,506.18	
1/4/2019 chk# 1667			\$ 2,517.54	\$ 1,988.64	
2/1/2019 Rent	\$	2,786.41		\$ 4,775.05	
2/4/2019 chk# 1670			\$ 2,517.54	\$ 2,257.51	
3/1/2019 Rent	\$	2,953.44	 	\$ 	(\$3084.74 base rent - \$298.33 deck)
3/1/2019 2019 rent fee	\$	34.00		\$	per T18-0305 order 4
3/4/2019 chk# 1672			\$ 2,517.54	\$ 2,693.41	
3/4/2019 chk# 1673			\$ 34.00	\$ 2,659.41	
4/1/2019 Rent	\$	2,953.44		\$ 5,612.85	
4/3/2019 chk# 1676			\$ 2,517.54	\$ 3,095.31	
5/1/2019 Rent	\$	2,953.44		\$ 6,048.75	
5/3/2019 chk# 1680			\$ 2,517.54	\$ 3,531.21	
6/1/2019 Rent	\$	2,953.44		\$ 6,484.65	
6/4/2019 chk# 1683			\$ 2,517.54	\$ 3,967.11	
7/1/2019 Rent	\$	2,786.41		\$ ,	(\$3084.74 base rent - \$298.33 deck)
7/3/2019 chk# 1686			\$ 2,517.54	\$	per T18-0305 order 4
8/1/2019 Rent	\$	2,786.41		\$ 7,022.39	

	chk# 1687		\$ 2,517.54	\$ 4,504.85		
9/1/2019		\$ 2,894.37		\$ 7,399.22		t - \$298.33 for deck)
	chk# 1692		\$ 2,517.54	\$ 4,881.68	3.5% allowed increa	ase
10/1/2019		\$ 2,894.37		\$ 7,776.05		
10/2/2019	chk# 1695		\$ 2,517.54	\$ 5,258.51		
11/1/2019	Rent	\$ 2,894.37		\$ 8,152.88		
11/4/2019	chk# 1698		\$ 2,517.54	\$ 5,635.34		
12/1/2019	Rent	\$ 2,894.37		\$ 8,529.71		
12/2/2019	chk# 1703		\$ 2,517.54	\$ 6,012.17		
1/1/2020	Rent	\$ 2,894.37		\$ 8,906.54		
1/6/2020	chk# 1706		\$ 2,517.54	\$ 6,389.00		
2/1/2020	Rent	\$ 2,894.37		\$ 9,283.37		
2/1/2020	2020 rent fee	\$ 50.50		\$ 9,333.87		
	chk# 1708		\$ 2,517.54	\$ 6,816.33		
2/21/2020	chk# 1711		\$ 50.50	\$ 6,765.83		
3/1/2020		\$ 2,894.37		\$ 9,660.20		
	chk# 1713		\$ 2,517.54	\$ 7,142.66		
4/1/2020		\$ 2,894.37		\$ 10,037.03		
4/17/2020			\$ 2,517.54	\$ 7,519.49		
5/1/2020		\$ 2,894.37		\$ 10,413.86		
5/5/2020	chk# 1717		\$ 2,517.54	\$ 7,896.32		
6/1/2020	Rent	\$ 2,894.37		\$ 10,790.69		
	chk# 1720		\$ 2,517.54	\$ 8,273.15		
7/1/2020		\$ 2,894.37		\$ 11,167.52		
	chk# 1722		\$ 2,517.54	\$ 8,649.98		
8/1/2020		\$ 2,894.37		\$ 11,544.35		
8/5/2020	chk# 1725		\$ 2,517.54	\$ 9,026.81		
9/1/2020	Rent	\$ 3,006.11		\$		less \$298.33 for loss of deck)
9/4/2020	chk# 1727		\$ 2,517.54	\$ 9,515.38	.7% allowed increa	se

#### Guest

Find Account I Registration I Calculation I Payment I Receipt

# Business License Online Renewal Secure

#### PRINT THIS PAGE FOR YOUR RECORD

Your business license renewal has been successfully submitted. You will receive a link to print your business license shortly. Please allow up to 10 working days. If you have any questions, please contact the Business Tax office at (510) 238-3704. Thank you. Business Tax Office City of Oakland

Submission Date	1/21/2020
Confirmation #	148529

#### **Account Information**

Account #	00153400
Expire Date	12/31/2020
Name	WILLIAMS JOHN F & 421 ASSOCIATES
Address	2230 LAKESHORE AVE
City	OAKLAND
Phone	(510) 832-2628 x222

#### Summary

# **Payment Information**

Payment Amount

After printing or saving this page for your records, you may close this browser window/tab.

Powered by HdL<sup>2</sup> Select Language V

Elected Officials Departments Boards and Commissions Staff Directory

Services News & Updates Events Documents

#OaklandLoveLife Oakland Library Visit Oakland Oakland Museum

For Assistance Email: btwebsupport@oaklandca.gov Phone: (510) 238-3704

City of Oakland 250 Frank H Ogawa Plaza, Suite 1320 Oakland, CA 94612

Hours: 8:00 AM-4:00 PM Monday, Tuesday, Thursday , Friday

9:30 AM-4:00 PM Wednesdays.



🖻 Home 🖓 Report a Problem Account # 00153400 WILLIAMS JOHN F & 421 ASSOCIATES

\$2,714.44

News Services Departments Events Official

### Guest

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### Business License Online Renewal Secure

### PRINT THIS PAGE FOR YOUR RECORD

Your business license renewal has been successfully submitted. You will receive a link to print your business license shortly. Please allow up to 10 working days. If you have any questions, please contact the Business Tax office at (510) 238-3704. Thank you. Business Tax Office City of Oakland

Submission Date 1/21/2020 Confirmation # 148362

#### **Account Information**

Account #	00153401
Expire Date	12/31/2020
Name	421 ASSOCIATES & WILLIAMS JOHN F
Address	2230 LAKESHORE AVE
City	OAKLAND
Phone	(510) 832-2628 x222

### Summary

STD	Input	Amount
Total # of units per Alameda County Records:	8	\$808.00
Total Due		\$808.00

### **Payment Information**

Payment Amount

\$808.00

After printing or saving this page for your records, you may close this browser window/tab.

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Elected Officials Departments Boards and Commissions Staff Directory Services News & Updates Events Documents #OaklandLoveLife Oakland Library Visit Oakland Oakland Museum For Assistance Email: btwebsupport@oaklandca.gov Phone: (510) 238-3704

City of Oakland 250 Frank H Ogawa Plaza, Suite 1320 Oakland, CA 94612

Hours: 8:00 AM-4:00 PM Monday, Tuesday, Thursday ,Friday

9:30 AM-4:00 PM Wednesdays.



ղիկան	CITY OF OAKLAND		For Rent Adjustment Program date stamp.
	RENT ADJUSTMENT	PROGRAM	
	250 Frank H. Ogawa Plaza, Sui		
	Oakland, CA 94612-0243		
	(510) 238-3721		
	CA Relay Service 711		CASE NUMBER T - 23 ?
	www.oaklandca.gov/RAP	······································	
	PROPERTY OWN	ER RESPON	ISE
	<b>TO TENANT</b>	PETITION	
Please fill out this form a	as completely as you can. Use th	his form to respond to the	Tenant Petition vou received. Bv
completing this response for	m and submitting it in the required tim	e for filing, you will be able	e to participate in the hearing. Failure to
	ion may result in your response being age of this packet for more information		"Important Information Regarding Filing
Adjustment Program ("RAP")	with questions. Additional information	n is also available on the F	RAP website. CONTACT A HOUSING
COUNSELOR TO REVIEW	YOUR RESPONSE BEFORE SUBM	TTING. To make an appo	intment email <u>RAP@oaklandca.gov</u> .
Rental Unit Information	on	and the second	·
2230	Lakeshare Ave	1	Oakland, CA
Street Number Stree	t Name	Unit Number	Zip Code
Is there more than one stree	at address on the narcel?	lf yes, list all addresses:	
	No	n yoo, not an addrocood.	
	le family home	Number of units on prop	ortra <b>S</b>
	dominium		
Apa	rtment, room, or live-work	Date acquired property:	8/2017
Case number(s) of any relev	vant prior Rent Adjustment case(s):	121-161, 720-193, 7 18-305, 717-327, 1	19-235, T19-186, T19-403 17-141, T16-175, T15-374
Tenant Information		TV-492, T13-296	
Name of Tenant Petitioner(s	): Didneleson		
Date tenant(s) moved into re	interimity 12 6 ac Initial ray	at amounts ( <b>3CcB</b> )	Is/are tenant(s)
Date tenant(s) moved into re		nt amount: \$_ <b>250</b> \	current on rent?
Property Owner Infor	mation	and an and the second	
<u> </u>		DANG-	
First Name	Last Na		
Company/LLC/LP (if applica	ble): <u>Commaneall</u> n US Frenklin St # SOD	nonegement, Inc	
Mailing address:	os frentañ st # 500	, Oekland, CA	94612
Primary Telephone:	0 832-2628 Other Telephone:	E	mail: tuduse ad. com
Property Owner Repr	esentative (Check one): 🔲 N	o Representative 🔲 A	ttorney 🔲 Non-attorney
First Name	Last Name	Fin	m/Organization ( <i>if any</i> )
Mailing Address:			

Property Owner Response to Tenant Petition

Page 1 of 4

# **GENERAL FILING REQUIREMENTS**

To file a Response to a Tenant Petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Property Owner Responses that are submitted without proof of compliance with the below requirements will be considered incomplete and may limit your participation in the hearing.

Requirement Documentation		
Current Oakland business license	Attach proof of payment of your most recent Oakland business license.	
Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.	
Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	<ul> <li>Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below.</li> <li>I first provided tenant(s) with the RAP Notice on (date): <u>9/11/12</u></li> <li>I have never provided a RAP Notice.</li> <li>I do not know if a RAP Notice was ever provided.</li> </ul>	

# PROPERTY OWNER CLAIM OF EXEMPTION

If you believe that the subject property is exempt from the Rent Adjustment Ordinance (pursuant to O.M.C. § 8.22.030), check each box below that is the claimed basis of exemption. Attach supporting documentation together with your response form. If you do not claim any exemption, proceed to the "Response to Tenant Petition" section on the following page.

The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code
1954.50, et seq.). If claiming this exemption, you must answer the following questions. Attach a separate sheet
if necessary.

- 1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
- 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
- 3. Was the prior tenant evicted for cause?
- 4. At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?
- 5. Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?
- 6. Did the petitioning tenant have roommates when he/she moved in?
- 7. If the unit is a condominium, did you purchase it? If so: 1) From whom? 2) Did you purchase the entire building?
- The rent for the unit is controlled, regulated, or subsidized by a governmental unit, agency, or authority other than the City of Oakland Rent Adjustment Ordinance. (Attach documentation.)
- The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. (Attach copy of Certificate of Occupancy.)
- The unit is located in a motel, hotel, or rooming/boarding house, which the tenant petitioner has occupied for less than 30 days.
- The unit is in a building that was previously issued a certificate of exemption from RAP based on substantial rehabilitation. (Attach copy of Certificate of Exemption.)
- The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for the aged, or domitory owned and operated by an educational institution. (Attach documentation.)

Page 2 of 4

Use	the chart(s)	below to respon	d to the grounds s	tated in the Tenant	Petition. Em	ter your posit	ion on each claim in the
appro positi	opriate section on together	on(s) below. You n	nay attach any docu e form. If you need	iments, photographs,	or other tang	ible evidenc	
Α.	-			ul Rent Incre			
	·L			r the Tenant Petition			the Tenant Petition.
and the second				ors, starting with the		Real of the second s	Reason for increase
giver	tenant notice of ncrease:	Date rent increase went into effect:	Amount	DT INCREASE:	Did you pr RAP Notice notice of re increase?	e with the	(CPI, banking, or other):
	m/dd/yy)	(mm/dd/yy)	FROM	ТО	YES	NO	
	<u>mps</u>	a/1/23	\$ 344.43	\$ 3544.67 *	<u> </u>		CPI
	1/2s/22	a/1/22	\$ 334.20	\$3218.90	<u> </u>		
	Viola	9/1/21 Q/1/20	\$ 3218.90 \$ 3192.70	\$ 3341.20 \$ 3278.90	<b>9</b>		4
	1/10/20	6/1/20	\$ 3084.14	\$ 3192.70	<u> </u>		G
	1/34/19 Tenant Pet	ition is based on					bace below or in a
		ttached to this fo	rm. X Net	\$ 3134.15 Afte	r deductio	ns for de	uncase in services
	Te	nant Petition Gro	unds		Own	er Respons	e
(A2)	properly se	not receive prope erved, and/or was i d RAP form with re	not provided with				
(A3)		ent agency has cil alth, safety, fire, or					
Ð			Decrea	sed Housing	Service	S	
B.	Complete t	this section if any o	of the grounds for th	ne Tenant Petition fal	l under Categ	ory B on the	Tenant Petition.
MANNE.	Te	nant Petition Gro	unds		Own	er Response	3
(B1)	housing se	is providing tenan rvices and/or chan aid for by the owne	ging for services	Electric brancher i	nterrotron	s in sovi	nice reported.
(B2)	angelief and south site. Satelliker og andered	s/are being unlawf	en generale de la fille de la constant de la constant de la constant En la constant de la c	permission. as tenant	Lock S Is not	hould no	t be repailed to access.
			C	Dther			
C.	Complete t	his section if any o	of the grounds for th	e Tenant Petition fal	under Categ	ory C on the	Tenant Petition.
	•	nant Petition Gro				er Response	reserved P The strategic states and the
(C1)	Rent was n	and the second	prior rent increase				
C2)	Owner exe	mption based on fi	aud or mistake.				
(C3)	line og singe skildet som Stortere skildet om skildet	itial rent amount w	le generalist de la company de la company al calendaria esta de la company de la company de la company de la c	i seri Seria Seria	<u></u>		

•

Property Owner Response to Tenant Petition Rev. 09/14/2022 Page 3 of 4

. OWNER	R VERIFICATION (Required)
<i>I/We declare under penalty of perjury pursuant to the I this response is true and that all of the documents atta</i>	laws of the State of California that everything I/we said in ached to the response are true copies of the originals.
Property Owner 1 Signature	10/01/23 Date
Property Owner 2 Signature	Date
	ELECTRONIC SERVICE y Recommended)
	nd the OTHER PARTY/IES send you documents related to your he RAP may send certain documents only electronically and not
I/We consent to receiving notices and docum PARTY/IES electronically at the email address	ents in this matter from the RAP and from the OTHER s(es) provided in this response.
MEDIAT	FION PROGRAM
case as an alternative to the formal hearing process. A to see if a mutual agreement can be reached. If a settle	sist parties in settling the issues related to their Rent Adjustment trained third party will work with the parties prior to the hearing ement is reached, the parties will sign a binding agreement and eached, the case will go to a formal hearing with a Rent ing decision.
Mediation will only be scheduled if both parties agree t	o mediate. Sign below if you agree to mediation in your case.
I agree to have the case mediated by a Rent Adjust	ment Program staff mediator.
Property Owner Signature	Date
INTERPRE	TATION SERVICES
If English is not your primary language, you have the ri Adjustment hearing and mediation session. You can re	ight to an interpreter in your primary language/dialect at the Rent equest an interpreter by completing this section.
I request an interpreter fluent in the following language at my Rent Adjustment proceeding:	<ul> <li>Spanish (Español)</li> <li>Cantonese (廣東話)</li> <li>Mandarin (普通话)</li> <li>Other:</li> </ul>

# -END OF RESPONSE-

Property Owner Response to Tenant Petition

Page 4 of 4

	CITY OF OAKLAND	For Rent Adjustment Program date stamp.	
	<b>RENT ADJUSTMENT PROGRAM</b>		
	250 Frank H. Ogawa Plaza, Suite 5313		
	Oakland, CA 94612-0243		
	(510) 238-3721		
	CA Relay Service 711		
CITY OF OAKLAND	www.oaklandca.gov/RAP		
		1	

# **PROOF OF SERVICE**

# NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR RESPONSE (PLUS ANY ATTACHMENTS) ON THE TENANT(S) PRIOR TO FILING YOUR RESPONSE WITH RAP.

- 1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
- 2) Note: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
- Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File a completed copy of this PROOF OF SERVICE form with RAP together with your Response. Your Response will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: <u>10 / 19 / 23</u> I served a copy of (check all that apply):

PROPERTY OWNER RESPONSE TO TENANT PETITION plus attached pages (number of pages attached to Response not counting the Response form or PROOF OF SERVICE)

U Other:

by the following means (check one):

United States Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

Personal Service. I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

# PERSON(S) SERVED:

Name	Cartos e Glanda Diduction	
Address	2230 Lateshore Are #7	
City, State, Zip	Oakland. CA 94606	

Name	
Address	
City, State, Zip	

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

TED &

PRINTED NAME

a SIGNATURE

10/19

DATE SIGNED

iuest			🟦 Home 🖓 Report a Problem
	on → Calculation → Payment → Receipt	WILLIA	Account # 0015340 MS JOHN F & 421 ASSOCIATE
Business License Onli		n i an	<b>.</b>
PRINT THIS PAGE FOR YOU	newal has been submitted. Business tax certificates w	ill be amailed 2 to E	have after exceptibly repowing
	ease contact the Business Tax office at (510) 238-3704		
Submission Date	2/4/2023	ne anna an anna anna an anna anna anna	
Confirmation #	408302		
Account Information			
Account #	00153400		
Expire Date	12/31/2023		
Name	WILLIAMS JOHN F & 421 ASSOCIATES		
Address	2230 LAKESHORE AVE		
City	OAKLAND		
Phone	(510) 832-2628 x222		
Summary			
موسف المعالية المحافظ المحاف المحاف المحاف المحافظ ومحافظ المحاف المحاف المحاف المحاف المحاف المحاف المحاف		Input	Amount
Tax Calculation			
Current Year Business Tax	– Residential/Non-Residential Rental	213,052	\$2,972.08
BT SB1186 (AB1379)		1	\$4.00
BT Recordation and Tech		1	\$4.50
Total # of Employees, Excl	uding Owners - report only employees that work with	nin Oakland	\$0.00
Rent Adjustment Progra	m (RAP) Calculation - only use whole numbers be	low	
a. Total # of units per Alan	neda County Records:	8	\$808.00
Total Due		**************************************	3,788.58
Payment Information			
Payment Amount			\$3,788.58

After printing or saving this page for your records, you may close this browser window/tab.

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Services News & Updates Events Documents

#OaklandLoveLife Oakland Library Visit Oakland Oakland Museum

For Assistance Email: btwebsupport@oaklandca.go Phone: (510) 238-3704

City of Oakland 250 Frank H Ogawa Plaza, Suite 132

# Commonwealth Management, Inc.

Real Estate Brokers License 0821583 1305 Franklin St #500, Oakland, Ca. 94612 Office: (510)832-2628 Fax:(510)834-7660

September 29, 2023

City of Oakland Rent Adjustment Program 250 Frank Ogawa Plaza #5313 Oakland, Ca. 94612 - 0243

By posting online and regular mail

RE: Didrickson v Dang

This letter includes additional information for consideration in response to the tenant petition dated 9/22/2023.

Tenant petition should be dismissed for the following reasons:

- 1) Improper service The tenant petition did not include the Notice to Property Owner as required by the City Ordinance.
- 2) The tenant was and is not current on his rent at the time of filing
- 3) Tenant did not and will not comply with the hearing officers' orders for the following cases T16-175 dated 8/9/16, T17-141 and T17-327 dated 12/12/17, and T18-305 dated 2/6/19. T22-0178. Tenant has violated these orders with impunity. Sanctions should be imposed.
- 4) Annual rent increases have been based only on the allowable rate as established by the city. Legal rent is \$3441.43 effective 9/1/22. With CPI increase of 3%, legal rent is \$3544.67 effective 9/1/23. After deductions of \$293.33 for loss of deck, \$55.73 for leak, \$27.86 for electrical problem, and \$27.86 for door handle, net rent is \$3134.15.
- 5) We are requesting that all deductions for loss of housing services be eliminated for the following reasons:

Tenant has been accessing the former deck/current roof for storage just like it was a deck without permission. He is damaging the roof. He should remove all of his personal belongings or forfeit the credit. The door handle to the patio door accessing the roof was not replaced to discourage tenant from accessing roof. See attached photos showing Tenant's current use of the roof in 2023 and former use of the deck in 2016.

The monthly credit of \$293.33 for loss of use of the deck should be cancelled. If the credit is not cancelled, we request authorization to permanently prevent further access and damage to the roof by nailing the doors shut and removing the door handle. The credit of \$27.86 for the door handle should also be cancelled.

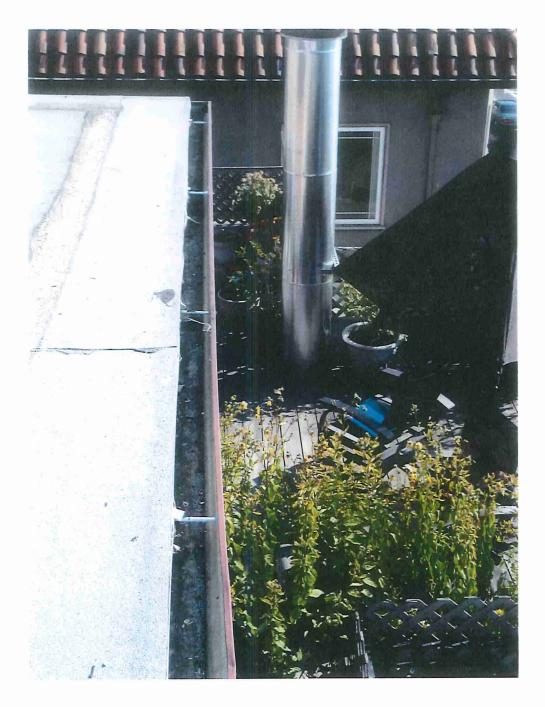
The fire inspector recently pointed out that a possible cause of premature electric breakers tripping can be caused by the old Pacific Breakers that were in the electric subpanel. We have replaced all of those breakers as of January 2023 and no further reports of breakers tripping have been received. A copy of the invoice is attached. The credit for electrical problems of \$27.86 should be cancelled.

A roofing contractor, a mechanical contractor and two handymen have all examined the vent and roof above the tenant's bedroom. They added caulking to several additional areas and have confirmed that there is no visible leak. Tenant has not produced any evidence of any further leaks. The credit of \$55.73 should be cancelled.

Very truly yours,

alle

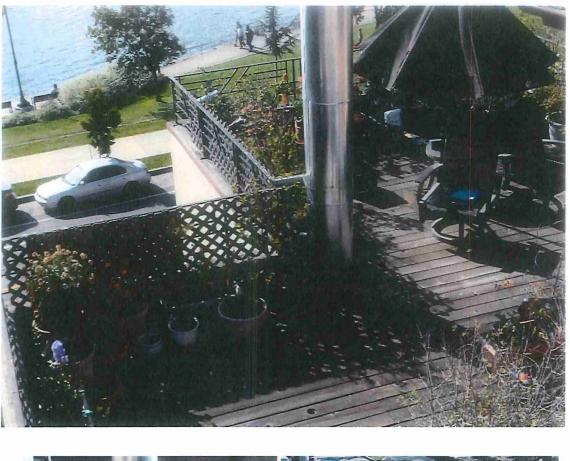
Ted W. Dang Property Manager



2230 LACESTORE AVE #7 PLAINTIPE'S DECK

2016

5B





2230 LAKESHORE NE # 7 PLAINTIFFS DEUK BEFORE

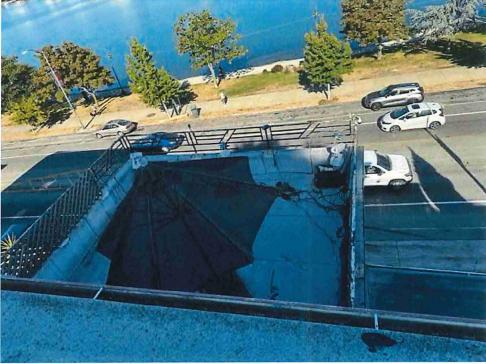
APPROX 2016

5A

12/16/23







Gerrard Electric

# 99 Ardmore Rd. Kensington, CA 94707

ſ	Date	Invoice #
ſ	1/13/2023	1176

Bill To	Ship To
Commonwealth Co 1305 Franklin St Oakland, CA	2230 Lakeshore Ave Oakland, CA

P.O. Number	Terms	erms Rep Ship Via F.O.B.		.В.	Project						
	Due on receir	ot		1/13/2023							
Quantity	Item Code			Descripti	ion	L	Price Each	h Amount			
1 El	Item Code ectrical Work	Chang subpa	ge out hou nel. Provi	Descripti		r new	Price Each 1,950.00	Amount 1,950.0			
<b>I</b>					an (1999) - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2		Total	\$1,950.00			



# DECLARATION OF RESIDENTIAL PROPERTY RENT REGISTRATION COMPLIANCE OR EXEMPTION

**Purpose of This Form**: Oakland Municipal Code, Section 8.22.090.B.1.c.ii states that, after July 1, 2023, property owners are required to provide evidence of registration with the Rent Adjustment Program (RAP) for each affected covered unit in the building prior to the petition or response being filed. Given that July 1, 2023 was a Saturday, property owners' actual deadline to register was July 3, 2023.

Since July 3, 2023, certain property owners have filed petitions or responses using old RAP forms that did not include this new requirement. Thus, the purpose of this form is to allow property owners who were registered prior to filing their petition or response to submit to RAP evidence of registration AND to serve the tenant with this evidence.

<u>Deadline to Serve and Submit This Declaration</u>: Property owners must submit this declaration (and the accompanying documents) <u>within thirty (30) days</u> from the date the Notice of Incomplete Petition / Response was served with a proof of service on the tenant(s).

**Dismissal for Failure to Provide Evidence of Registration**: RAP will dismiss any property owner petition or response submitted after July 3, 2023, if the property owner does not provide evidence of registration.

**Tenant's Challenge**: Tenants can challenge the owner's rent registration declaration. To do so, at least seven (7) days prior to the hearing date, tenants must serve on the property owner and file any supporting evidence of the tenant's challenge (along with any other supporting evidence of their case) with RAP. If the tenant decides to challenge the owner's declaration, the tenant will have to provide evidence that, for instance, the owner misrepresented information in their registration about the dwelling unit, failed to provide publicly available information, or failed to even ask the tenant for any missing information that was required on the rent registration forms. If a Hearing Officer finds in favor of the tenant on the tenant's challenge to the owner's declaration of rent registration compliance, any requested rent increase will be subject to penalties outlined in OMC 8.22.510.C.

**Rent Registration Copies For Pending RAP Petition Cases:** For purposes of a pending rent adjustment petition case, property owners and tenants of the residential dwelling units subject to a pending rent adjustment petition can request a copy of the Property Registration and Residential Unit Registration forms or a copy of a document containing the registration data related to property registration and residential unit registration was done through RAP's online registration portal by directly emailing RAP's Rent Registry Unit at rentregistry@oaklandca.gov.

When making a request for copies, please provide your name, property address, residential unit number(s) if applicable, and RAP petition case number if already assigned to your case. The subject line of your email requesting registration information should read *REGISTRATION COPY FOR PETITION PURPOSES/[street number][street name]*.

For property owners: If the property registration was done online or via email, please use the same email address used for the registration or copy that email address if you are requesting information on behalf of the property owner.

Requests for registration information NOT related to a pending RAP petition case or submitted by other than the parties to a pending RAP petition case or their representatives should be submitted through NextRequest

Form – Owner's Declaration of Registration Compliance Form – 08.25.2023 Page 1 of 2



at: https://www.oaklandcityattorney.org/how-do-i/request-public-records/

# **PROPERTY OWNER'S DECLARATION OF RENT REGISTRATION COMPLIANCE:**

Case Name/Number:	123-0140	
Property Address:	2230 Lakeshore Ave	

(1) On \_\_\_\_\_\_, I used all reasonable diligence in preparing my annual registration statement, reviewed it and submitted it to the Rent Adjustment Program, and, to the best of my knowledge, the information contained in the statement was true and complete. To the extent I was unable, despite the use of reasonable diligence, to ascertain the exact information to be reported, I provided the most accurate approximation possible based on information and belief where possible or, where such approximation was not feasible, I stated that the information was unknown.

To support this declaration, I am providing:

☐ If property not registered online: Copy of the Property Registration and Residential Unit Registration forms submitted to RAP for the affected covered unit in the building.

If property registered online: Copy of a document containing the registration data related to property registration and residential unit registration of the affected covered unit since the registration was done online.

### OR

(2) Declaration of Exemption:

□ The above listed residential property is not covered by either the city's Rent Adjustment Ordinance or the Just Cause Ordinance. Thus, this petition or response is not subject to the registration requirements under the Oakland Municipal Code, Section 8.22.090.B.1.c.ii.

I/We declare under penalty of perjury pursuant to the laws of the State of California that this declaration is true and that all the documents attached to this declaration are true copies of the originals.

(Print Name) (Signature)

10/20/23 (Date)

	CITY OF OAKLANI BUSINESS TAX CERTIFICA			IS REQU BUSINESS NOT VALI
ACCOUNT NUMBER 00153400	The issuing of a Business Tax Certificate is for revenue complying with the requirements of any other agency of State of California, or any other governmental agency. T Section 5.04.190(A), of the O.M.C. you are allowed a renewal g	the City of Oakland and/or any other he Business Tax Certificate expires or	ordinance, law or regulation of the 1 December 31st of each year. Per	л
DBA	WILLIAMS JOHN F & 421 ASSOCIATES		EXPIRATION DATE 12/31/2023 Starting January 1, 2021, Assembly	ALL OAKL MUST O ZONING OPERATE
BUSINESS LOCATION	2230 LAKESHORE AVE OAKLAND, CA 94606-1019		Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other	LEGALLY. PROPERI FRC
BUSINESS TYPE	O2 Rental - Apartment		languages by going to: https://www.dca.ca.gov/publications	
	OAKLAND, CA 94612-3224			PUBLIC INF THIS CONSPICI

A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

\_\_\_\_\_

Overview

Parcel Number : 023041401300	Site Address : 2230 LAKESHORE AVE OAKLAND CA 94606 US Year Bu	i <b>lt :</b> 1953
Assessor Total Unit Count : 8	Total Units Added : 8 Property Status : Registration Completed	

← Back

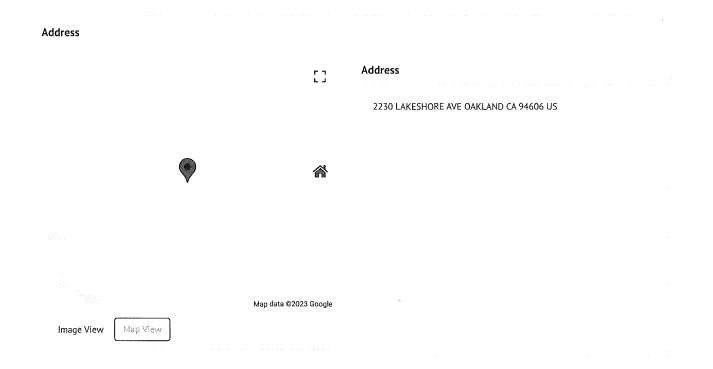
### **INSTRUCTIONS TO REGISTER YOUR PROPERTY**

Step 1: Update Contact Information. Scroll down to 'Contacts' and click "Add Contact" to add necessary contacts (Primary Owner and Property Manager). You must add BOTH a Primary Owner and Property Manager contact. If there is no property manager, then you can indicate that the Property Manager contact information is the same as for the owner. After you have added both contacts, use "Contact Preferences" button to designate who should receive future rent registry communications.

Step 2: Add Units. Scroll down to "Unit Inventory" and click on "Add Unit" (top right) and add ALL residential units to the unit inventory. After adding units to inventory, you may claim individual unit(s) exempt by clicking on each unit's yellow "Action" button.

Step 3: Claim Exemption(s). Once all units are added, use each unit's yellow "Action" button to claim an exemption for individual units (e.g., "Owner-occupied"). Note: If you believe your entire property is exempt from rent registration requirements, then use the blue property "Action" button to submit a property-wide exemption.

Step 4: Submit for Registration: After you have added all units and/or claimed any exemptions, use the blue property "Action" button at the top right corner of the page to submit property for registration. After submitting, you will receive a confirmation email from RAP.



Click on green "Add Contacts" button to add necessary contacts (Primary Owner and Property Manager). You must add BOTH a Primary Owner and Property Manager contact in order to submit your property for registration. If there is no property manager, then you can indicate that the Property Manager contact information is the same as for the owner. Use Action buttons next to each contact name to edit address and other contact information. After you have added both an Owner and Property Manager contact, use "Contact Preferences" button to designate who should receive future Rent Registry communications.

Contacts			🌵 Contact	Preferences
Columns 🕨			Search	Q
Associated to asset as	Name	Address 🕇	Phone Number	Em
			. 0	01062

# order to increase the rent after the repairs the owner must provide the necessary notices pursuant to Civil Code § 827.

Should the owner wish to, he can pay the restitution owed to the tenants in one lump sum. If the owner pays the restitution, the tenants must stop deducting the \$167.03 per month from their current legal rent.

The owner may otherwise be entitled to a rent increase under the Rent Adjustment Ordinance and California Law that goes into effect at any time after July 1, 2018.

# ORDER

1. Petition T17-0141 and T17-0327, are granted in part and denied in part.

2. The base rent for the unit, effective July 1, 2017, is \$2,983.31.

3. Due to the loss of their wooden patio deck, the tenants are entitled to an ongoing rent decrease of 10% of the rent. Before consideration of restitution, the tenants current legal rent is \$2,684.98 a month, effective January 1, 2018.

4. The tenants are owed restitution in the amount of \$1,503.23 due to the combination of underpaid rent and past decreased housing services. This overpayment is adjusted by a rent decrease for the next 9 months in the amount of \$167.03 a month.

5. The Didricksons' rent for the months of January 2018 through September of 2018 is \$2,517.95 a month. Unless a comparable wooden deck is provided and proper notices sent (see below), their rent reverts to the current legal rent of \$2,684.98 per month in October of 2018.

6. If the owner provides a comparable patio to the one they had before, the owner may increase the monthly rent by \$298.33 a month. In order to increase the rent after repairs are made, the owner must provide the necessary notice pursuant to Civil Code § 827. However, rent restoration after repairs are made is not considered a rent increase for the purposes of the Rent Adjustment Ordinance.

7. Nothing in this Order prevents the owner from noticing a rent increase to increase the Didricksons' rent according to the laws of the Rent Adjustment Ordinance and the State of California as long as the rent increase does not go into effect before the anniversary date of July 1, 2018.

- 111
- 111
- 111

8. <u>Right to Appeal</u>: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: December 12, 2017

Barbara M. Cohen Hearing Officer Rent Adjustment Program

Accordingly, the tenants underpaid their rent by \$668.12 (\$167.03 per month x 4 months).

The CPI is calculated from the base rent. The allowable CPI for the period from July 1, 2018, to June 30, 2019 is 3.4%, which is \$101.43 of \$2,983.31. The new base rent with the CPI totals \$3,084.74. This is before any reduction. The CPI was properly calculated and the new proposed base rent increase is valid.

### Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent<sup>6</sup> and may be corrected by a rent adjustment.<sup>7</sup> However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or a service that was provided and is no longer being provided or one that is required to be provided in a contract between the parties. "Living with lack of painting, water leaks and defective Venetian blinds may be unpleasant, aesthetically unsatisfying, but does not come with the category of habitability. Such things will not be considered in diminution of the rent."<sup>8</sup> The tenant has the burden of proving decreased housing services by a preponderance of the evidence.

In a decreased services case, the tenants must establish they have given the owner notice of the problems and the opportunity to fix the problems before they are entitled to relief.

<u>Patio Door and Handle</u>: This identical claim was raised, addressed, adjudicated and denied in prior case T17-0327. This Hearing Decision became final. Therefore, this claim is denied.

<u>Heating Vent Leak</u>: This claim will not be addressed because it is currently pending on appeal in case T18-0238. Therefore, this claim is dismissed.

Loss of Wooden Patio Deck: Since the condition remains unchanged, the tenants will continue to receive an on-going reduction of \$298.33 per month as ordered for this item in T17-0327. This claim is granted.

### ORDER

1. The Tenant Petition T18-0305 is granted in part and denied in part.

2. Effective July 1, 2018, the tenant's new base rent is \$3,084.74 per month.

<sup>7</sup> O.M.C. §8.22.110(E)

<sup>&</sup>lt;sup>6</sup> O.M.C. §8.22.070(F)

<sup>&</sup>lt;sup>8</sup> Green v. Superior Court (1974) 10 Cal. 3d 616 at p. 637

3. The claim for an on-going decreased housing services is granted in the amount of \$298.33 and will continue as ordered in T17-0327. Before any adjustments/restitutions, the tenants current legal rent is \$2,786.41, effective March 1, 2019.

4. The tenants underpaid their rent when they continued paying \$2,517.95 instead of \$2,684.98 for October through February (4 months) by \$668.12 (\$167.03 x 4 months). This amount will increase the monthly rent by \$167.03 for the next 4 months to offset the underpayment. The rent will be \$2,953.44 (\$2,786.41 + \$167.03) for the next four months (March, April, May and June). In July of 2019, the rent will revert to the current legal rent of \$2,786.41.

5. If the owner provides a comparable patio to the one they had before, the owner may increase the monthly rent by \$298.33. In order to increase the rent after restoration of services, the owner must provide the necessary notice pursuant to Civil Code §827 and the Rent Adjustment Ordinance.

6. The owner is otherwise entitled to a rent increase according to the law of the Rent Adjustment Ordinance and the State of California as long as the effective date of the rent increase is not before July 1, 2019.

<u>Right to Appeal</u>: **This decision is the final decision of the Rent Adjustment Program.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: February 6, 2019

Linda M. Moroz Hearing Officer Rent Adjustment Program

T19-0186 T19-0235

# REST ITUTIONMONTHLY RENTMONTHLY RENTTOTAL TO BE REPAID TO TENANT\$3,462.78TOTAL AS PERCENT OF MONTHLYRENTAMORTIZED OVER12ORMONTHS BY HEARINGOVEROFFICER IS

## <u>ORDER</u>

1. The tenant petitions are granted with respect to the issues raised in the March 19, 2019, Notice of Violation.

2. Pursuant to Case Number T18-0305, the tenants' base rent is \$3,084.74 effective July 1, 2018. Due to ongoing decreased housing services granted in prior cases in the amount of \$298.33 for loss of patio space, the tenants' legal rent is \$2,786.41, effective March 1, 2019, before consideration of any restitution ordered by this Remand Hearing Decision.

3. Due to ongoing decreases in housing services granted in this Remand Hearing Decision, the tenants' rent is reduced by 4% (\$111.45). The tenants' new current legal rent, before consideration of restitution, is \$2,674.96 a month. The tenants may begin paying the reduced rent of \$2,674.96 once this Hearing Decision is final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to all parties

4. Due to past decreased services, the tenants are owed restitution in the amount of \$3,462.78. However, the tenants have been underpaying rent by paying \$2,517.54 instead of \$2,786.41 since at least March 1, 2019, if not earlier. Therefore, the owner is instructed to deduct the restitution from the total rent owed due to rent underpayments.

5. If the owner repairs the leak in the bedroom ceiling heating vent, the owner can increase the rent by 2% (\$55.73 a month), if the owner repairs the patio sliding door handle, the owner can increase the rent by 1% (27.86 a month), and if the owner repairs the electric breaker, the owner can increase the rent by 1% (27.86 a month). In order to increase the rent after the owner restores services, the owner must provide the necessary notice pursuant to Civil Code § 827 and the Rent Adjustment Ordinance

<u>Right to Appeal</u>: This decision is the final decision of the Rent Adjustment **Program.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received *vithin twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.* 

Dated: January 25, 2022

Maimoona Ahmad

Maimoona Ahmad Hearing Officer City of Oakland Rent Adjustment Program

Tenant Ledg	er						
Carlos Didric	kson (cardid)	-			1	· · · · ·	
2230 Lakesh	ore Ave						
Date	Description	(	Charges	Payments	1	Balance	
9/1/2017	Rent	\$	2,983.31	0	\$	2,983.31	\$2983.31 base restored
9/6/2017	chk# 1630			\$ 2,619.00	\$	364.31	per T17-0141
10/1/2017	Rent	\$	2,983.31		\$	3,347.62	
10/3/2017	chk# 1632			\$ 2,619.00	\$	728.62	
11/1/2017	Rent	\$	2,983.31	·	\$	3,711.93	
11/3/2017	chk# 1634		· ·	\$ 2,619.00	\$	1,092.93	
12/1/2017	Rent	\$	2,983.31		\$	4,076.24	
12/5/2017	chk# 1636			\$ 2,619.00	\$	1,457.24	
1/1/2018	Rent	\$	2,517.95		\$	3,975.19	
1/2/2018	chk# 1638	5		\$ 2,517.95	\$	1,457.24	
2/1/2018	Rent	\$	2,517.95		\$	3,975.19	
2/2/2018	chk# 1641		· ·	\$ 2,517.54	\$	1,457.65	\$2983.31 base less \$298.33 deck less \$167.03
2/8/2018	2018 City of Oakland Rent Program fe		34.00		\$	1,491.65	per T17-0141 and T17-0327 order 4 & 5
3/1/2018	Rent	\$	2,517.95		\$	.4,009.60	
3/5/2018	chk# 1643			\$ 34.00	\$	3,975.60	
3/5/2018	chk# 1645 8		., , , , , , , , , , , , , , , , , , ,	\$ 2,517.54	\$	1,458.06	
4/1/2018		\$	2,517.95		\$	3,976.01	
4/2/2018	chk# 1647		. · · · ·	\$ 2,517.54	\$	1,458.47	
5/1/2018		\$	2,517.95		\$	3,976.42	
5/4/2018	chk# 1651 8			\$ 2,517.54	\$	1,458.88	
6/1/2018	Rent S	\$	2,517.95		\$	3,976.83	
6/4/2018	chk# 1652		• •	\$ 2,517.54	\$	1,459.29	
7/1/2018	Rent 5	\$	2,786.41		\$	4,245.70	\$3084.74 less \$298.33
7/3/2018	chk# 1654			\$ 2,517.54	\$	1,728.16	per T18-305 order 2
8/1/2018	Rent	\$	2,786.41		\$	4,514.57	
8/3/2018	chk# 1656			\$ 2,517.54	\$	1,997.03	
9/1/2018	Rent	\$	2,786.41		\$	4,783.44	
9/5/2018	chk# 1659			\$ 2,517.54	\$	2,265.90	
10/1/2018	Rent	\$	2,684.98		\$	4,950.88	\$2983.31 base less \$298.33 deck less \$167.03
10/5/2018	chk# 1661			\$ 2,517.54	\$	2,433.34	per T17-0141 and T17-0327 order 5
11/1/2018	Rent	\$	2,786.41	· .	\$	5,219.75	\$3084.74 base less \$298.33
11/5/2018	chk# 1662			\$ 2,517.54	\$	2,702.21	per T18-0305 order 4
12/1/2018	Rent	\$	2,786.41		\$	5,488.62	

10/7/0010 11/1 1005		0 0 547 54	0.074.00		
12/7/2018 chk# 1665			\$ 2,971.08		
1/1/2019 Rent	\$ 2,786.41		\$ 5,757.49		
1/4/2019 chk# 1667		\$ 2,517.54			
2/1/2019 Rent	\$ 2,786.41		\$ 6,026.36		
2/4/2019 chk# 1670		\$ 2,517.54			
3/1/2019 Rent	\$ 2,674.96			\$3084.74 base less \$298.33	с. С. с.
3/1/2019 2019 RAP fee	\$ 34.00		\$ 6,217.78	per T18-0305 order 4	
3/4/2019 chk# 1672		\$ 2,517.54	\$ 3,700.24	revised to \$2674.96	
3/4/2019 chk# 1673		\$ 34.00	\$ 3,666.24	per T19-0186	
4/1/2019 Rent	\$ 2,674.96		\$ 6,341.20	w/addl \$111.45 credit	•
4/3/2019 chk# 1676		\$ 2,517.54	\$ 3,823.66		
5/1/2019 Rent	\$ 2,674.96		\$ 6,498.62	. · ·	
5/3/2019 chk# 1680		\$ 2,517.54	\$ 3,981.08		
6/1/2019 Rent	\$ 2,674.96	· · · · · · · · · · · · · · · · · · ·	\$ 6,656.04		· · · ·
6/4/2019 chk# 1683		\$ 2,517.54	\$ 4,138.50		
7/1/2019 Rent	\$ 2,674.96		\$ 6,813.46		
7/3/2019 chk# 1686		\$ 2,517.54	\$ 4,295.92		
8/1/2019 Rent	\$ 2,674.96		\$ 6,970.88		
8/5/2019 chk# 1687	1	\$ 2,517.54	\$ 4,453.34	and the second se	
9/1/2019 Rent	\$ 2,782.92	<u> </u>	\$ 7,236.26	\$3192.70 base less \$298.33	
9/5/2019 chk# 1692		\$ 2,517.54	\$ 4,718.72	3.5% increase allowed	
10/1/2019 Rent	\$ 2,782.92		\$ 7,501.64	less 111.45	
10/2/2019 chk# 1695		\$ 2,517.54	\$ 4,984.10		
11/1/2019 Rent	\$ 2,782.92		\$ 7,767.02		
11/4/2019 chk# 1698		\$ 2,517.54	\$ 5,249.48		
12/1/2019 Rent	\$ 2,782.92		\$ 8,032.40		
12/2/2019 chk# 1703	12.15	\$ 2,517.54	\$ 5,514.86		
1/1/2020 Rent	\$ 2,782.92		\$ 8,297.78		
1/6/2020 chk# 1706		\$ 2,517.54			
2/1/2020 Rent	\$ 2,782.92		\$ 8,563.16		
2/1/2020 2020 RAP fee	\$ 50.50	a i	\$ 8,613.66	P	
2/4/2020 chk# 1708		\$ 2,517,54	\$ 6,096.12		43.5
2/21/2020 chk# 1711			\$ 6,045.62		
3/1/2020 Rent	\$ 2,782.92	+ 00.00	\$ 8,828.54		
3/4/2020 chk# 1713	+ 2,102.02	\$ 2,517.54	and the second se		
4/1/2020 Rent	\$ 2,782.92	÷ 2,011.04	\$ 9,093.92		
4/17/2020 chk# 1715	φ 2,702.32	\$ 2,517.54			
		Ψ 2,017.0 <del>1</del>	φ 0,070.00		

	· · · · · · · · · · · · · · · · · · ·		· · ·		
5/1/2020 Rent	\$ 2,782.92	······································	\$ 9,359.30		···
5/5/2020 chk# 1717		\$ 2,517.54			
6/1/2020 Rent	\$ 2,782.92		\$ 9,624.68		
6/5/2020 chk# 1720		\$ 2,517.54			
7/1/2020 Rent	\$ 2,782.92		\$ 9,890.06		
7/3/2020 chk# 1722	•.	\$ 2,517.54			
8/1/2020 Rent	\$ 2,782.92		\$ 10,155.44		
8/5/2020 chk# 1725		\$ 2,517.54			
9/1/2020 Rent	\$ 2,869.12			\$3278.90 base less \$298.33	
9/4/2020 chk# 1727	S	\$ 2,517.54	\$ 7,989.48	2.7% increase allowed	
10/1/2020 Rent	\$ 2,869.12		\$ 10,858.60	less 111.45	
10/3/2020 chk# 1729	1	\$ 2,517.54	\$ 8,341.06		
11/1/2020 Rent	\$ 2,869.12		\$ 11,210.18		
11/4/2020 chk# 1735		\$ 2,517.54	\$ 8,692.64		
12/1/2020 Rent	\$ 2,869.12		\$ 11,561.76		
12/3/2020 chk# 1736		\$ 2,517.54	\$ 9,044.22		
1/1/2021 Rent	\$ 2,869.12		\$ 11,913.34		
1/6/2021 chk# 1737		\$ 2,517.54	\$ 9,395.80	A A A A A A A A A A A A A A A A A A A	
2/1/2021 Rent	\$ 2,869.12		\$ 12,264.92		
2/1/2021 2021 RAP fee	\$ 50.50		\$ 12,315.42		
2/3/2021 chk# 1741		\$ 2,517.54	\$ 9,797.88		
2/8/2021 chk# 1742		\$ 50.50	\$ 9,747.38		
3/1/2021 Rent	\$ 2,869.12		\$ 12,616.50		
3/4/2021 chk# 1745	and the formula	\$ 2,517.54	\$ 10,098.96		
4/1/2021 Rent	\$ 2,869.12		\$ 12,968.08		
4/5/2021 chk# 1746		\$ 2,517.54	\$ 10,450.54		
5/1/2021 Rent	\$ 2,869.12		\$ 13,319.66		
5/4/2021 chk# 1747		\$ 2,517.54	\$ 10,802.12		
6/1/2021 Rent	\$ 2,869.12		\$ 13,671.24		
6/4/2021 chk# 1748		\$ 2,517.54	\$ 11,153.70		
7/1/2021 Rent	\$ 2,869.12		\$ 14,022.82		
7/6/2021 chk# 1750		\$ 2,517.54	\$ 11,505.28		
8/1/2021 Rent	\$ 2,869.12		\$ 14,374.40		
8/3/2021 chk# 1751		\$ 2,517.54	\$ 11,856.86		
9/1/2021 Rent	\$ 2,931.42		\$ 14,788.28	\$3341.20 base less \$298.33	
9/3/2021 chk# 1752		\$ 2,517.54	\$ 12,270.74	1.9% increase	
10/1/21 Rent	\$ 2,931.42		\$ 15,202.16	less 111.45	
		-,			

· ·										
10/4/21 ck 1753				\$ 2,517.54	\$ 12,684.62					
11/1/21 Rent		\$	2,931.42		\$ 15,616.04					
11/3/21 ck 1754				\$ 2,517.54	\$ 13,098.50					
12/1/21 Rent	· · · ·	\$	2,931.42		\$ 16,029.92					
12/3/21 ck 1755	·			\$ 2,517.54	\$ 13,512.38					
1/1/22 Rent		\$	2,931.42		16,443.80					
1/4/22 chk# 1737				\$ 2,517.54	\$ 13,926.26					
2/1/22 Rent		\$	2,931.42		\$ 16,857.68					· .
2/3/22 ck 1757				\$ 2,517.54	\$ 14,390.64					
2/17/22 2022 RAP fee	- 12 - 11	\$	50.50		\$ 14,441.14					
3/1/22 Rent		\$	2,869.12		\$ 17,310.26					
3/4/22 ck 1760				\$ 2,517.54	\$ 14,792.72					
4/1/22 Rent		\$	2,869.12		\$ 17,661.84					
4/2/22 ck 1762				\$ 2,517.54	\$ 15,144.30				· · ·	
5/1/22 Rent	3	\$	2,869.12		\$ 18,013.42					
5/5/22 ck 1763				\$ 2,517.54	\$ 15,495.88	• e				
6/1/22 Rent	-	\$	2,869.12	•	\$ 18,365.00	· · · ·				
6/3/22 ck 1764		1	a na antiputation and a	\$ 2,517.54			a de la constitución de la constitu			
7/1/22 Rent		\$	2,869.12		18,716.58					
7/5/22 ck 1765	3		· .	\$ 2,517.54						
8/1/22 Rent		\$	2,869.12		\$ 19,068.16					
8/1/22 ck 1765				\$ 2,517.54						
9/1/22 Rent	Š.	\$	2,931.42		19,482.04			98.33		
9/3/22 ck 1769	÷.	·		\$ 2,517.54	16,964.50					
10/1/22 Rent		\$	2,931.42		 19,895.92	less 111.45	5			
10/4/22 ck 1771				\$ 2,517.54	17,378.38					
11/1/22 Rent		\$	2,931.42		20,309.80					in in
11/4/22 ck 1772	4			\$ 2,517.54						
12/1/22 Rent	<u>.</u>	\$	2,931.42		 20,723.68	-	1.1.			
12/2/22 ck 1774	1.11. 			\$ 2,517.54	18,206.14		• • • •			
1/1/23 Rent		\$	2,931.42		 21,137.56					÷
1/4/23 ck 1775				\$ 2,517.54	18,620.02				•	
2/1/23 Rent		\$	2,931.42		 21,551.44					
2/1/23 ck 1776				\$ 2,517.54	19,084.40			· · · · · · · · · · · · · · · · · · ·		
2/17/23 2023 RAP fee		\$	50.50		 19,134.90					
3/1/23 Rent	÷.	\$	2,931.42		22,066.32					· · · ·
3/4/23 ck 1777				\$ 2,517.54	\$ 19,548.78					
· · · · · · · · · · · · · · · · · · ·					 				· .	

	· · ·	
4/1/23 Rent	\$ 2,931.42 \$ 22,480.20	
4/1/23 ck 1779	\$ 2,517.54 \$ 19,962.66	
5/1/23 Rent	\$ 2,931.42 \$ 22,894.08	
5/1/23 ck 1780	\$ 2,517.54 \$ 20,376.54	
6/1/23 Rent	\$ 2,931.42 \$ 23,307.96	
6/1/23 ck 1781	\$ 2,517.54 \$ 20,790.42	
7/1/23 Rent	\$ 2,931.42 \$ 23,721.84	
7/1/23 ck 1784	\$ 2,517.54 \$ 21,204.30	
8/1/23 Rent	\$ 2,931.42 \$ 24,135.72	
8/1/23 ck 1785	\$ 2,517.54 \$ 21,618.18	
9/1/23 Rent	\$ 2,931.42 \$ 24,549.60	
9/1/23 ck 1786	\$ 2,517.54 \$ 22,032.06	
10/1/23 Rent	\$ 2,931.42 \$ 24,963.48	
10/1/23 ck 1788	\$ 2,517.54 \$ 22,445.94	



250 FRANK OGAWA PLAZA, OAKLAND, CA 94612

# CITY OF OAKLAND

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX(510) 238-6181 CA RELAY 711

# CASE NUMBER: T19-0403, Didrickson v. Commonwealth Co.

PROPERTY ADDRESS: 2330 Lakeshore Ave. \$7, Oakland, CA

HEARING DATE: March 4, 2020

# INTRODUCTION

A Notice of Hearing was mailed to all of the parties, including the tenant petitioners, at their address of record. The Hearing came on regularly on March 4, 2020 at 10:00 A.M.

# **DISMISSAL**

The Hearing was called at 10:20 A.M. The tenants did not appear and the Rent Adjustment Program received no communication regarding their non-appearance. The petition is dismissed because the tenants failed to appear at the Hearing.<sup>1</sup>

# **RIGHT TO APPEAL**

<u>Right to Appeal</u>: This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: March 4, 2020

STEPHEN KASDIN Hearing Officer Rent Adjustment Program

<sup>1</sup> Regulations, Section 8.22.110(G)

# **PROOF OF SERVICE** Case Number T19-0403

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

# **Documents Included**

Dismissal

### Manager

Allen Sam, 421 Associates/ Commonwealth Properties 1305 Franklin Street Suite 500 Oakland, CA 94612

### Owner

Ted Dang, 421 Associates/ Commonwealth Properties 1305 Franklin Street Suite 500 Oakland, CA 94612

### Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit 7 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 04, 2020** in Oakland, CA.

Raven Smit

Oakland Rent Adjustment Program

CITY OF OAKLAN	1D	For date stamp.	
CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721		2023 MAR 214 PH 2: 15 <u>Appea</u>	
Appellant's Name CARlos Glenda Didvicksoiv		D Owner Tenant	
2230 LAKESHORE AUC APT 7 OAKIAND, CA. 94606			
Appellant's Mailing Address (For receipt of notices) 2230 LAKESHORE AVE APT 7	T19-	Case Number T19-403	
OAKIAND. LA 9460ん Name of Representative (if any)		Date of Decision appealed presentative's Mailing Address (For notices)	

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- There are math/clerical errors that require the Hearing Decision to be updated. (Please clearly explain the math/clerical errors.)
- 2) Appealing the decision for one of the grounds below (required):
  - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. (In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.).
  - b) The decision is inconsistent with decisions issued by other Hearing Officers. (In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)

  - d) The decision violates federal, state or local law. (In your explanation, you must provide a detailed statement as to what law is violated.)

For more information phone (510) 238-3721.

Rev. 6/18/2018

- h)  $\square$  Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)  $E \times \{VANA^{\dagger} \mid 0\} \quad A \\ \square A \\$

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). *Please number attached pages consecutively. Number of pages attached:* 1

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. • I declare under penalty of perjury under the laws of the State of California that on <u>MAZCH 23</u>, 20 2.0, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Allen SAM Common Wealth INC
Address	1305 FRANKLIN ST SUITE SOO
City, State Zip	OAKIANÁ, CA 94612
Name	
Address	
City, State Zip	

Carlo Glanda Deberh-3-23 - 2020 SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE DATE

# For more information phone (510) 238-3721.

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Rev. 6/18/2018

# IMPORTANT INFORMATION:

This appeal must be <u>received</u> by the Rent Adjustment Program, 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612, not later than 5:00 P.M. on the 20th calendar day after the date the decision was mailed to you as shown on the proof of service attached to the decision. If the last day to file is a weekend or holiday, the time to file the document is extended to the next business day.

- Appeals filed late without good cause will be dismissed.
- You <u>must</u> provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except jurisdiction issues, must have been
  made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You <u>must</u> sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be predesignated to Rent Adjustment Staff.

Tenants, Carlos and Glenda Didrickson, did not recieve any notice regarding the mediation/hearing scheduled for March 4,2020

In addition to the above, MrStephen Kasbin's letter to us (Dated March 4, 2020), was sent to the wrong address, our address is not 2330 Lakeshore Avenue \$7 Oakland Calif.

For more information phone (510) 238-3721.

Rev. 6/18/2018

DIDRICKSON v. COMMC 'EALTH COMPANIES, INC.

APPEAL: T19-0403

T. P. m. N. T.

RECEIVED APR 14 2020 RENT ADJUSTMENT PROGRAM OAKLAND

### ARGUMENT

Tenant's petition for relief was dismissed due to their failure to attend the mediation/hearing held on March 4, 2020. However, Tenants Carlos and Glenda Didrickson did not receive any notice regarding the mediation/hearing scheduled for that date.

In addition to the above, Mr. Stephen Kasdin's recent letter to us (dated March 4, 2020) was sent to the wrong address. Our address is not 2330 Lakeshore Ave. \$7, Oakland, California. Our correct address is noted below:

### 2230 Lakeshore Avenue, Unit 7 Oakland, Calif. 94606

We also are very grateful that someone residing at 2330 Lakeshore took the time to deliver the above-referenced letter to our apartment building. Otherwise, we would have been unable to make this timely appeal.

We have attached a copy of the March 4, 2020 letter sent to us by the RAP (exhibit 1). In addition, we have attached a copy of the "Notice of Violation" issued by the City of Oakland (exhibit 2). And lastly, we have included a copy of Commonwealth's rent increase notice (exhibit 3).

## DECREASED HOUSING SERVICES

Commonwealth's proposed rent increase is 27% higher than what is actually allowed under the RAP's 2019/2020 CPI rent control guidelines. Also, because the current CPI ceiling is 3.5%, Commonwealth's

1

actual rental demand is for an increase of 30.5%. Consequently, Commonwealth's rental demand is not only preposterous, it is invalid on its face!!!! Moreover, Commonwealth has provided no facts to justify such an outrageous and unlawful rent increase demand.

In the fall of 2018, we contacted Commonwealth and informed the company that the electrical breaker unit did not work properly, causing frequent electrical blackouts in our apartment. However, Commonwealth did nothing in response to our complaints. Finally, after several months, we contacted the City of Oakland.

On March 11, 2019, the Oakland Planning and Building Department inspected our premises and issued a "Notice of Violation" on March 19, 2019 (see exhibit 2). Over a year has now passed since the "Notice of Violation" was issued, and Commonwealth still has done nothing at all to rectify this problem; in addition to other issues listed in the notice.

Incredibly, after ignoring us for over a year and a half, Commonwealth Companies Inc. wants a rent increase of 30.5%!!!!! Consequently, we do not believe that Commonwealth should be rewarded for openly disregarding the notice of violation issued by the City and blatantly ignoring the RAP's 2019/2020 CPI rent control guidelines.

### CONCLUSION

Given the foregoing, we are asking that either a Board Panel or the full Board hear our request to reinstate our petition rights and ultimately issue a ruling in this matter. Specifically, we are asking that the Panel or full Board deny Commonwealth's rent increase demand and honor our request for decreased housing services.

## 001080

#### Respectfully submitted,

#### Carlos Didrickson

Carlo Ded

Glenda Didrickson Bienda Didrickson





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Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

#### Housing, Residential Rent and Relocation Board (HRRRB)

#### APPEAL DECISION

CASE NUMBER:	T18-0238, Didrickso	on v. Commonwealth Co.
APPEAL HEARING:	May 27, 2021	
PROPERTY ADDRESS:	2230 Lakeshore Ave Oakland, CA	enue, No.7
APPEARANCES:	Glenda Didrickson Carlos Didrickson Eric Wright Ted Dang	Tenant Appellant Tenant Appellant Tenant Representative Owner Respondent

#### PROCEDURAL BACKGROUND

On April 20, 2018, tenants Glenda Didrickson and Carlos Didrickson filed a petition alleging decreased housing services under 5 different bases. At the time of the hearing, the parties agreed that the only remaining issue pursuant to the petition for decreased housing services was the blue tarp covering the window.

#### **RULING ON THE CASE**

The Hearing Officer awarded a 1% rent reduction from December 2017 through December 2018 for the window due to the tarp covering.

#### **GROUNDS FOR APPEAL**

The tenants appealed, arguing that the 1% reduction the Hearing Officer awarded was too low. Because the windows were large, the tenants asked for \$25 per day rather than \$1.44 per day that was awarded.

#### **BOARD APPEAL DECISION**

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, K. Friedman moved to uphold the Hearing Decision based on substantial evidence. T. Williams seconded.

The Board voted as follows:

Aye:J. Ma Powers, A. Graham, S. Devuono-Powell, R. Nickens,<br/>Jr., R. Auguste, K. Friedman, T. WilliamsNay:NoneAbstain:None

The motion was adopted.

#### NOTICE TO PARTIES

Pursuant to Ordinance No(s). 9510 C.M.S. of 1977 and 10449 C.M.S. of 1984, modified in Article 5 of Chapter 1 of the Municipal Code, the City of Oakland has adopted the ninety (90) day statute of limitations period of Code of Civil Procedure, Section 1094.6.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE NINETY (90) DAYS FROM THE DATE OF MAILING OF THIS DECISION WITHIN WHICH TO SEEK JUDICIAL REVIEW OF THE DECISION OF THIS BOARD IN YOUR CASE.

Chanee Franklin Minor Program Manager HCD/Rent Adjustment Program

CHANEE FRANKLIN MINOR BOARD DESIGNEE CITY OF OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

#### CITY OF OAKLAND



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Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

#### Housing, Residential Rent and Relocation Board (HRRRB)

#### APPEAL DECISION

CASE NUMBER:	T19-0403, Didrickson v. Commonwealth Co.	
APPEAL HEARING:	May 27, 2021	
PROPERTY ADDRESS:	2230 Lakeshore Ave Oakland, CA	enue, No.7
APPEARANCES:	Glenda Didrickson Carlos Didrickson Eric Wright Ted Dang	Tenant Appellant Tenant Appellant Tenant Representative Owner Respondent

#### PROCEDURAL BACKGROUND

On August 21, 2019, the tenants filed a petition contesting a rent increase from \$2,517 to \$3,192. A notice of settlement conference and hearing for March 4, 2020 was mailed to all parties with a proof of service addressed to the tenants at 2230 Lakeshore Avenue Unit 7. The tenants did not appear at the March 4 hearing, and the petition was dismissed.

#### GROUNDS FOR APPEAL

The tenants appealed, stating that they did not receive notice of the hearing. They also stated that the Hearing Decision was sent to the wrong address (2<u>3</u>30 Lakeshore Ave, instead of 2<u>2</u>30 Lakeshore Ave.).

#### **BOARD APPEAL DECISION**

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, A. Graham moved that the Board find good cause for the tenants' non-appearance and remand the case to the Hearing Officer for a full hearing on the merits. R. Nickens, Jr. seconded.

The Board voted as follows:

Aye:J. Ma Powers, A. Graham, S. Devuono-Powell, R. Nickens,<br/>Jr., R. Auguste, K. Friedman, T. WilliamsNay:NoneAbstain:None

The motion was adopted.

Chanee Franklin Minor Program Manager HCD/Rent Adjustment Program

DATE

CHANEE FRANKLIN MINOR BOARD DESIGNEE CITY OF OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

#### <u>PROOF OF SERVICE</u> Case Numbers: T18-0238, T19-0403

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

#### **Documents** Included

Appeal Decision

#### Manager

Allen Sam, 421 Associates/ Commonwealth Properties 1305 Franklin Street Suite 500 Oakland, CA 94612

#### Owner

Ted Dang, 421 Associates/ Commonwealth Properties 1305 Franklin Street Suite 500 Oakland, CA 94612

#### Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit 7 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 15, 2021** in Oakland, CA.

Brittni Lothlen

Oakland Rent Adjustment Program



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Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

#### **ORDER CANCELING HEARING PENDING RESULTS OF APPEAL PROCESS**

#### Case No.: T20-0193 Didrickson v. Common Wealth Inc.

#### Property: 2230 Lakeshore Avenue, Unit 7, Oakland

Background: This case is currently scheduled for a Remote Settlement Conference and Hearing on January 28, 2021, at 10:00 a.m.

Two prior cases between the parties, T19-0186 and T19-0235, jointly heard on September 24, 2019, and jointly decided in a decision dated December 20, 2019, are currently on appeal before the Housing, Residential Rent and Relocation Board (HRRRB). The results of that appeal may affect the issues to be decided in the current case, particularly the status of the tenants' decreased services claims and any amount(s) owed between the parties.

The Hearing Officer is not able to hold a hearing on T2O-0193 without the results of the HRRRB appeal on the prior cases. Therefore, the hearing scheduled for January 28, 2021, is hereby canceled, and will be rescheduled after the appeal process regarding T19-0186/T19-0235 is completed.

Dated: January 26, 2021

Marguerita Fa-Kaji Hearing Officer Rent Adjustment Program

#### **PROOF OF SERVICE** Case Number T20-0193

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached document listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

#### **Document Included**

Order Canceling Hearing Pending Results of Appeal Process

#### Owner

Ted Dang, Common Wealth Inc. 1305 Franklin Street, Suite 500 Oakland, CA 94612

#### Tenants

Carlos & Glenda Didrickson 2230 Lakeshore Avenue, Unit 7 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 28, 2021** in Oakland, CA.

ans

Ava Silveira Oakland Rent Adjustment Program



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

#### ORDER CANCELING HEARING PENDING REMAND HEARING DECISION AFTER APPEAL

#### Case No.: T21-0161, Didrickson v. Dang

#### Property: 2230 Lakeshore Avenue, Unit 7, Oakland

Background: This case is currently scheduled for a Remote Settlement Conference and Hearing on December 1, 2021, at 10:00 a.m.

Two prior cases between the parties, T19-0186 and T19-0235, were appealed and remanded by the Housing, Residential Rent and Relocation Board (HRRRB). The remand hearing has been held, but the Remand Hearing Decision is still pending. The outcome of the Remand Hearing Decision may affect the issues to be decided in the current case, particularly the status of the decreased housing services claims, the base rent and any rent amount(s) owed between the parties.

Order: The Hearing Officer is not able to hold a hearing on T21-0161 until the Remand Hearing Decision is issued. Therefore, the hearing scheduled for December 1, 2021, is hereby canceled, and will be rescheduled after the Remand Hearing Decision in T19-0186/T19-0235 becomes final.

Dated: November 10, 2021

Linda M. Moroz Hearing Officer Rent Adjustment Program

#### PROOF OF SERVICE Case Number T21-0161

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

#### **Documents Included**

Order Canceling Hearing Pending Remand Hearing Decision After Appeal

#### Owner

Ted Dang, Common Wealth Inc. 1305 Franklin Street Suite 500 Oakland, CA 94612

#### Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit 7 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 16, 2021** in Oakland,/CA.

loms

Teresa Brown-Morris

Oakland Rent Adjustment Program

#### CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612

Department of Housing and Community Development Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay 711

#### **ADMINISTRATIVE DECISION**

CASE NUMBER/NAME:

T23-0140, Didrickson v. Commonwealth Co.

2230 Lakeshore Ave., Unit #7, Oakland, CA

**PROPERTY ADDRESS:** 

DATE OF DECISION:

January 3, 2024

PARTIES:

Carlos Didrickson, Tenant Glenda Didrickson, Tenant Ted Dang, Owner

#### BACKGROUND AND PRIOR PETITIONS

On September 25, 2023, the tenants filed a petition alleging decreased housing services relating to the electrical breaker, a broken patio door handle, and a leaking heater vent.

The following are petitions filed with the Rent Adjustment Program (RAP), involving the same parties and the same subject unit: T16-0175, T17-0141, T17-0327, T18-0305, T19-0186, T19-0235, T19-0403, T20-0193, T21-0161 and T22-0178. The decisions that became the final decisions are discussed below.

#### REASON FOR ADMINISTRATIVE DECISION

An Administrative Decision is a decision issued without a Hearing. The purpose of a Hearing is to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a Hearing and there are no material facts in dispute. Therefore, an Administrative Decision, without a Hearing, is being issued.

#### Rent History and Current Rent

Official Notice is taken of Case T18-0305, *Didrickson v. Commonwealth Co.,* where the Hearing Officer held that the tenants' base rent is \$3,084.75 per month, as of July 1,

2018. Additionally, the tenants' had previously been granted an ongoing rent reduction in the amount of \$298.33 in Case T17-0327, *Didrickson v. Commonwealth Co.* for a loss of patio space. Therefore, the tenants' current legal rent was \$2,786.41, effective March 1, 2019. The Hearing Decision in T18-0305, issued on February 15, 2019, is a final decision of the RAP.

#### Decreased Housing Services – Issued Addressed in Prior Case

The Official Notice is taken of the Remand Hearing Decision in T19-0186/T19-0235, that was affirmed by the HRRRB (The Rent Board) at the Appeal Hearing on May 11, 2023. The Appeal Decision was issued on May 17, 2023. The parties had 90 days from the date of mailing of the decision (May 19, 2023) to seek judicial review of the Appeal Decision. Because the parties did not seek judicial review of the decision by August 17, 2023, the Remand Hearing Decision in T19-0186/T19-0235 has now become the final decision in this matter.

All items relating to decreased housing services raised in the tenants' petition were addressed and adjudicated in the prior case T19-0186/T19-0235, *Didrickson v. Commonwealth Co.,* and has now become the final decision.

According to the Order in T19-0186/T19-0235, the tenants are receiving on-going rent reductions as follows: 2% for the heating vent leak; 1% for the broken door handle and 1% for the electric breaker. Therefore, these three items are denied because they were already adjudicated in the prior case, and became the final decision pursuant to the Remand Hearing Decision T19-0186/T19-0235.

#### <u>ORDER</u>

- 1. Tenant Petition T23-0140 is denied.
- 2. The claims for decreased housing services are denied.
- 3. The Remote Settlement Conference and Hearing set for January 8, 2024, is cancelled.

<u>Right to Appeal</u>: This is the final decision of the RAP. Any party may appeal by filing a completed RAP appeal form, which must be received within 20 days after service of this decision. The date of service is shown on the attached Proof of Service.

Dated: January 3, 2024

Linda Moroz

Linda M. Moroz Hearing Officer Rent Adjustment Program

#### **PROOF OF SERVICE** Case Number T23-0140

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

#### **Documents Included** Administrative Decision

#### Owner

Ted Dang Commonwealth Management, Inc. 1305 Franklin Street, Suite 500 Oakland, CA 94612

#### Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit# 7 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 3, 2024 in Oakland, CA.

Robert F. Costa Oakland Rent Adjustment Program

CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP		For Rent Adjustment Program date stamp. RECEIVED JAN 2 3 2024 OAKLAND RENT ADJUSTMENT PROGRAM
	APPEA	ticle reneCon Los payes	
Appellant's Name			1
CARLOS Didrickson		🗆 Owner 🛛 🗹 Tenant	
Property Address (In	clude Unit Number)	(mo arth of t	
2230 Lakestla	SEE AVE Apt 7		
Appellant's Mailing A	ddress (For receipt of notices)	Case Numbe	er
		TZ	3-0140
		Date of Deci	sion appealed
Name of Representat	ive (if any)	Representat notices)	ive's Mailing Address (For

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. (Please clearly explain the math/clerical errors.)
- 2) Appealing the decision for one of the grounds below (required):
  - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board. (In your explanation, you must identify the Ordinance section, Regulation or prior Board decision(s) and describe how the description is inconsistent.)
  - b) The decision is inconsistent with decisions issued by other Hearing Officers. (In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)
  - c) In The decision raises a new policy issue that has not been decided by the Board. (In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)
  - d) **The decision violates federal, state, or local law.** (In your explanation, you must provide a detailed statement as to what law is violated.)
  - e) If The decision is not supported by substantial evidence. (In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)

- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- g) The decision denies the Owner a fair return on the Owner's investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h) Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Supporting documents (in addition to this form) must *not* exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). *Please number attached pages consecutively. Number of pages attached:* <u>18</u>.

• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. • I declare under penalty of perjury under the laws of the State of California that on <u>1-22</u>, 20<u>24</u>, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Ted dang
Address	1305 Franklin st suite 500
City. State Zip	OAKLAND, CA. 94612
<u>Name</u>	
Address	
City. State Zip	

Carlo Dichine Der Og Dich	1-22-2724
1 \$100	

#### SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP

JAN 2 3 2024

For Rent Adjustment Program date stamp.

All

OAKLAND RENT ADJUSTMENT PROGRAM

#### **PROOF OF SERVICE**

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS) ON THE PROPERTY OWNER PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (*the preceding page of this petition packet*) and a completed PROOF OF SERVICE form together with your Petition.

1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.

- 2) NOTE: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
- 3) Provide a complete but unsigned copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File your completed and signed copy of this PROOF OF SERVICE form with RAP together with your Petition. Your Petition will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 1 22 1 2024 I served a copy of (check all that apply):

■ **TENANT PETITION** plus \_\_\_\_\_\_ attached pages (number of pages attached to Petition notcounting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)

□ NOTICE TO PROPERTY OWNER OF TENANT PETITION

Other: APPEAL TO HEAVING OFFICER'S AdMINISTRATIVE DECLISION CASE TZ3-0140

by the following means (check one):

- First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- Personal Service. I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

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#### PERSON(S) SERVED:

Name	ted daug	
Address	1305 FRANKLINST SVITE SOU	
City, State, Zip	OAKIANO, CA 94617	

Name	
Address	
City, State, Zip	

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

CARLOS idrickson

PRINTED NAME

2)

SIGNATURE

1-22-2024

DATE SIGNED

abiding by the rent adjustment program and says that it's only \$100. Mr dang commonwealth inc and 421 associates should not be allowed to raise any rent increase and any increase in the past should not be allowed.he has breached my rent agreement by not allowing me to live in a quiet peaceful environment and not making repairs within a reasonable amount of time.he has taken away 600 square feet of patio that was there for the 6 years that I started renting at 2230 Lakeshore Ave.in December 2006

- I AM Appealing the Hearing OFFICER'S Administrative Decision ON CASE T23-0140
- (A) the Electrical problem has gotton WORSE since 2019 AND UNRESOLVED AS Noticed by the DAKLAND building INSPECTOR'S NOMENOUS Notice of Violatins Since 2019 AND SHOULD be at Least 5% for Month FOR Electrical Issue Alone, and 2% For Heating Vent Leaking, 1% percent For sliding Door HANDLE, and 20% For Not Replacing 600 sq. Pt. of Patro Peck .... this is Pen Month, 600 sq. Ft is Bigger than ANY
  - (B) Ted dang has taken Meto Suploren COURT TO RAIST MY RONT AFter A OAKLAND RENT Adjustment BOARd HEARING PECISION .... RETATIATION .... AND SIGNED FOURT DOCUMENTS SAYING HE WOULD MAKE THE REPAIRS 10 2013

Mr dang , has taken me to superior court 2013 right after a rent adjustment board decision, {retaliation}, but my point is that he signed superior court documents stipulating that he would make the repairs and it is evident by the numerous notices of violations from the Oakland building code enforcement that the repairs are still unresolved, the electrical problem still remains unresolved and has gotten worse over time, now at any given time the ground fault breaker kicks off and turns off the stove and refrigerator.and it is noticed by the Oakland building inspector office that he Ted dang knows that there was a roof top garden built long before he purchased 2230 lakeshore ave. That the patio deck is legal. He continues to ask for rent increases year after year and ignores the Oakland building code enforcement notices of violations. He has been given an administrative citation in the past for not

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Description: Lenant Complain		
Date Opened: 3/4/2		
Record Status: OP-I		
Record Status Date Job Value: \$0.00	: 0/23/2022	
Requestor:		
: Carlos Didrickson		
Business Name:		
License #:		
COMMENT DATE	COMMENTER	COMMENTS
3/12/2019	RSCHIMM	03/11/2019 - Onsite inspection, photos taken, violations verified. Water leaking from FAU ven
		broken sliding door handle, broken sliding door frame at upper right side, Missing light switch
		storage in garage, rodents, vector issue at electrical room. Tenant complaining of circuit breal when using range.
3/19/2019	RSCHIMM	03/19/2019 - Submitting NOV for mailing.
3/25/2019	ASRODRIGUEZ	3/21/19: Ownership verified through County Assessor, NOV mailed reg & cert with appeal for
0/20/2020	, GRODINGOLL	code enforcement and smoke alarms brochures on
		Re-inspection Deadline:4/24/19
3/25/2019	ASRODRIGUEZ	3/21/19: Ownership verified through County Assessor, NOV mailed reg & cert with appeal for
		code enforcement and smoke alarms brochures on3/21/19cert #7006 2760 0004 Re-inspection Deadline:4/24/19 - "UPLOADED" -
8/19/2019	RSCHIMM	08/19/2019 - Sent email to Ted Dang asking to change location of smoke detector from wall t
9/20/2023	CSCYPHERS	09-20-23: Todays inspection cancelled due to no new complaints and discussion with tenant
7/27/2022	DMILES	7-27-22 Approved recordation of NOV
6/21/2022	CSCYPHERS	06-21-22: 08:14 left VM
6/20/2022	CSCYPHERS	06-20-22: Left VM for the tenant for access today for the re-inspection. No response so I will tomorrow
5/17/2022	JYUN	05-17-22: Ownership verified through County Assessor, REINSP mailed reg & cert on 5-17-22 1970 0001 4186 2092, deadline to comply is 6-20-22.
5/16/2022	CSCYPHERS	05-16-22: Site visit found violations not abated
3/31/2022	DSRODRIGUEZ	03/30/22: Ownership verified through County Assessor, RE-INSP mailed via cert & reg mail wibrochures on 03/30/22, cert mailing #7021 1970 0000 0535 0130, deadline to comply is 04/C
3/25/2022	RSCHIMM	03/24/2022 - Onsite monitoring inspection. Sliding door handle broken, missing smoke detect electric range still tripping circuit breaker.
3/22/2022	RSCHIMM	03/18/2022 - Received email complaint from tenant. No progress and stating there is a water garage.
8/16/2021	HCHU	08/16/2021 - Denied appeal mailed to : Please upload : Denied Billing Appeal -
8/16/2021	HCHU	08/16/2021 - Billing Appeal routed to Tim Low for signature- HC
7/22/2021	RSCHIMM	Owner sent copy of appeal filed on 06-09-2021. Suspending case until appeal is approved or

6/21/2021	ALEIGHTON	Ownership verified through County Assessor. Re-Inspection Notice mailed reg & cert on 6/21/ #7019 2970 0000 3154 6424. Compliance deadline: 7/7/21
6/18/2021	RSCHIMM	06/18/2021 - Submitting Re-Inspection Notice for mailing.
5/21/2021	BLAI	05-21-21 Reviewed and forwarded Billing Request to HChu.
5/19/2021	RSCHIMM	05/19/2021 - Preparing BR for non-compliance.
5/19/2021	RSCHIMM	05/18/2021 - Onsite inspection, photos taken, not abated. Blight abated and smoke detectors however, patio slider handle not replaced, range still trips main breaker and ceiling patch and refinished showing rust on vent.
5/3/2021	ALEIGHT	$\sim$ 10 of 653 $\oplus$ $\sim$ $10^{10}$ of 653 $\odot$
4/30/2021	RSCHIMM	04/30 demitting Re-Inspection Notice for mailing.

0011100 0:59 AM Page 1 of 1



CITY OF OAKLAND

#### 250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department Bureau of Building Building Permits, Inspections and Code Enforcement Services bbcode-inspect@oaklandca.gov (510) 238-3381 TDD:(510) 238-3254

#### **NOTICE OF VIOLATION**

11-13-2023

WILLIAMS JOHN LIMING W TRS WINCHESTER 421 LLC 1305 FRANKLIN ST Unit 500 OAKLAND CA 94612

#### Certified and Regular mail

#### Code Enforcement Case No.: 2305988 Property: 2230 LAKESHORE AVE Unit 7 Parcel Number: 023 041401300 Re-inspection Date: 12-13-2023 Violation(s) must be corrected Re-inspection will occur either on: 12-13-2023 12-14-2023 12-15-2023

Code Enforcement Services inspected your property on 11-8-2023

and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below (p. 2) are present and must be remedied as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

To stop further code enforcement action, you must correct all violations and contact Inspector Mike Torres who is assigned to your case, before the re-inspection to schedule an inspection. Your inspector is available by phone at 510-238-2389

and by email at Mtorres2 @oaklandca.gov.

If the Property Owner Certification is included in this notice you may, in the alternative, complete the form and submit along with photographs of the corrected violations at least three (3) days prior to the reinspection date.

If it is necessary for tenants to temporarily relocate so that repairs can be made, you are required to comply with all state and local laws regarding the relocation of tenants included the Code Compliance Relocation Program (OMC 15.60.010).

If all violations have not been corrected at the time of re-inspection:

- You will be charged for inspection and administrative costs that can total \$2,718.00.
- Administrative citations may be assessed against you beginning the day of the re-inspection and continuing until all violations are corrected, Citations are \$100 the first day, \$250 the second day, and \$500 for each day thereafter until all violations are cured up to a total of \$5,000.
- The property may be declared a public nuisance.
- The City may abate Property Blight using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,323.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a Re-inspection notice, further enforcement action(s) will include additional fees.

#### Violations

#### Zoning (Minor) OMC Title 17

Description of Violation	Required Action	OMC Section	

**Zoning (Major) OMC Title 17** – Violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please follow the process for Filing a Zoning Determination in the Appeal section of this notice.

<b>Description of Violation</b>	Required Action	OMC Section

#### Property Maintenance (Blight) - OMC 8.24

<b>Description of Violation</b>	Required Action	OMC Section
	[	

#### Building Maintenance (Housing) - OMC 15.08

Electrical in kitchen. When using oven, it triggers main breaker and shuts off power in entire unit.Repair/Replace Supply and maintain adequate power to unit.15.08.260.CAny new wiring or breaker in unit will require Permits. If so Obtain Building permits, Inspections and approvals for Work.15.08.260.C	Description of Violation	Required Action	OMC Section
		Supply and maintain adequate power to unit. Any new wiring or breaker in unit will require Permits. If so Obtain Building permits, Inspections and approvals for	15.08.260.C

#### **Appeal Information**

#### You have a right to appeal.

In order to appeal any violations described in this Notice of Violation, you must complete the enclosed Violation Appeal form and submit it with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. The following describes the process for appealing each type of violation described in the Notice of Violation. In some cases, separate appeal processes may be required.

#### The Appeal Deadline is: 12-4-2023

The Bureau of Building must receive your written appeal by the Appeal Deadline, or you will waive your right to administrative review of all violations described in this Notice of Violation. Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the prescribed deadline or a written appeal received by us without a filing fee are not acceptable and will be rejected.

Failure to file a timely appeal will result in the determinations made in this Notice of Violation becoming the City's final decision on this matter. The decision becomes final on the day following the appeal deadline. Once the decision is final, it can be appealed by filing a petition for writ of mandate with the Superior Court no later than the 90<sup>th</sup> day following the date on which decision becomes final. The time within which judicial review must be sought is governed by Cal. Code of Civil Procedure 1094.6.

For Property Maintenance (Blight), Building Maintenance (Housing) and Minor Zoning Appeals: A filing fee in the amount of \$142 is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted. A hearing will be scheduled before an independent hearing officer.

For Zoning Determinations/Appeals of Major Zoning violations: If you wish to appeal a Major Zoning violation(s), you must submit the enclosed Appeal form requesting a Zoning Determination to the Zoning Manager. Your supporting documentation to the Zoning Manager should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code Title 17. A filing fee in the amount of \$512.93 is due at the time of submittal in the manner described above. Additionally, a \$230.65 per hour fee will be assessed as needed to complete the review of the determination. The determination fee is not refundable once the letter has been issued, regardless of outcome.

The Zoning Manager will issue written decision within 45 days from the end of the appeal period. If you disagree with the decision you may appeal to the Planning Commission within 10 days from the written decision. Unless special circumstances require otherwise, you will be expected to work with the Bureau of Building to resolve the Building Code violations (s) and any Minor Zoning Violation(s) during the Major Zoning appeal process.

Sincerely.

Michael Torres Digitally signed by Michael Torres Date: 2023.11.08 14:14:03 -08'00'

Vehicular Food Vending brochure

Pushcart Food Vending brochure

Condominium Conversion brochure

Foreclosed and Defaulted Property brochure

Smoke Alarms brochure

Specialty Combination Inspector Planning and Building Department

Attached as applicable:

Blight brochure

- Property Owner Certification
- Lead Paint brochure
- Photographs
- Housing Relocation Assistance Program

Residential Code Enforcement brochure Mold and Moisture brochure Undocumented Dwelling Units brochure Stop Work brochure

Investor Owned Property brochure

Description of Property Maintenance Code Sections 🔲 Major and Minor Zoning Violation Descriptions

cc:





CITY OF OAKLAND

#### 250 FRANK H. OGAWA PLAZA . SUITE 2340 . OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department Bureau of Building Building Permits, Inspections and Code Enforcement Services (510) 238-3381 bbcode-inspect@oaklandca.gov

#### **PROPERTY OWNER CERTIFICATION**

#### **CORRECTED OR REMOVED VIOLATIONS**

Date:

Property: 2230 LAKESHORE AVE Unit 7

Parcel no. 023 041401300

Case no.: 2305988

Owner: WILLIAMS /LIMING /WINCHESTER 421 LLC

Courtesy Notice date:

Re-Inspection Date: 12-13-2023 Return to: Mtorres2@oaklandca.gov

#### **Instructions**

- 1. Review the property address and owner information shown at the left and make any necessary corrections.
- 2. **If applicable, before** the Re-inspection date shown at the left, complete and return this signed form <u>with dated photographs</u> of your property to verify the violations were removed or not present:

**E-mail:** bbcode-inspect@oaklandca.gov

Mail: City of Oakland Bureau of Building 250 Frank H. Ogawa Plaza Suite 2340 Oakland, CA 94612-2031 (Envelope enclosed – no postage required)

*I certify that I have corrected the following* violation(s) identified in the Notice of Violation I received from the City of Oakland.

I understand that if a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,323.00 will be charged as a Repeat Violation fee. If the violation remains uncorrected after I receive Re-inspection notice further enforcement action(s) will be taken that will include additional fees.

I have corrected the following violations identified in the Notice of Violation I received from the City of Oakland:

Print Name

Date

Property Owner Signature

(\_\_\_\_) \_

Day time telephone

E-mail



City of Oakland, Planning and Building Department, Bureau of Building, Inspection Division 250 Frank H. Ogawa Plaza, 2<sup>nd</sup> Floor, Suite 2340, Oakland, California 94612-2031 www.oaklandnet.com, (510) 238-6402, FAX: (510) 238-2959, TDD: (510) 238-3254

#### **Request for Service: Tenant Complaint**

Property Address: 2230 LAKESHORE AVE	Unit No Inspection Date:
Complaint No. 1900895 Inspector: Ranby	Schunn Phone No. (5/0) 235-3846
Complainant's Name: CA-RLOS Di DRICK SON	Phone No. (510) 444-7589
Owner/Manager: TED Dawig	Phone No. (570) 832-2628
INSPECTION:	
PROPERTY MAINTENANCE:	Window defects:
Overgrown vegetation:	Lack of window egress:
Trash & debris:	Lack of light/ventilation:
Lack of/Inadequate garbage service:	Mice/rodents/roaches:
Unapproved open storage	- Poofloaking/damagad:
Unapproved parking	Damaged/non-functional Doors/locks:
	Stairs/decks/railing:
BUILDING MAINTENANCE:	Exterior walls/windows/trim:
2- Electrical: BREAKERS TRUPPING	Blocked exits:
Plumbing:	No resident manager (required 16 units or more)
Plumbing leak:	Unpermitted work:
Clogged sink/toilet:	Innormitted work.
Building sewer blockage:	Undocumented residential (Init:
Lack of/defective heating system:	J.
Mechanical:	Missing/Inoperative smoke/carbon monoxide
Wall/ceiling/floor defects:	detectors: Living 12001
Others: SLANG. PATCO Doord Flame 100	52, BROKEN HANDLE_
2 Others: WATTER LEAK AT BEDRECON CO	Che Vient
S Others: Electricial Bleakers TRIPANG	
Extensive surface mold present on	

See brochure for remediation guild lines. (Description required, e.g. bedroom wall under window, tub ceiling)

Note: Items identified on this form above are for investigation purposes only. If they are determined to be code violations, they will be specified in an official Notice to Abate by the inspector.

Complainant Only: I certify that I have notified the owner/manager of the above identified item(s) and I will allow the owner or agents with proper notice as governed by State law to enter my unit in order to make all necessary repairs.

	12	$\langle \gamma \rangle$		
Signature:	Carto	With	Date: 3	~

Request for Service: Tenant Complaint form (revised 5/2016)

11-19



250 FRANK H. OGAWA PLAZA = SUITE 2340 = OAKLAND, CALIFORNIA 94612-2031Planning and Building Department(510) 238-6402Bureau of BuildingFAX: (510) 238-2959Building Permits, Inspections and Code Enforcement ServicesTDD: (510) 238-3254inspectioncounter@oaklandnet.comTDD: (510) 238-3254

#### **NOTICE OF VIOLATION**

March 19, 2019

Certified and Regular mail

To: WILLIAMS JOHN F & 421 ASSOCIATES	Code Enforcement Case No.: 1900895
C/O TED W DANG	Property: 2230 LAKESHORE AVE, Unit 7
1305 FRANKLIN ST 500	Parcel Number: 023 -0414-013-00
OAKLAND CA 94612-3224	Re-inspection Date/Correction Due Date: April 24, 2019

Code Enforcement Services inspected your property on March 11, 2019 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

Investor Owned Program - Per OMC 8.58

Foreclosed and Defaulted Properties - Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Randy Schimm, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3846 and by email at rschimm@oaklandnet.com.

### If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.

- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00.
- Priority Lien fees in the amount of \$1,349.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.

Notice of Violation

#### September 11, 1958

#### Active Constants

ALC: YE

In consideration of approval of my request for authorization to construct a new balacopy on an existing apartment house at 2230 Lakeshore Avenue in accordance with final plans filed with the Gity Planning Councission, I hereby agree to accept the following four conditions as pre-requisites for such authorization, and for final approval of plans by the Building Inspector:

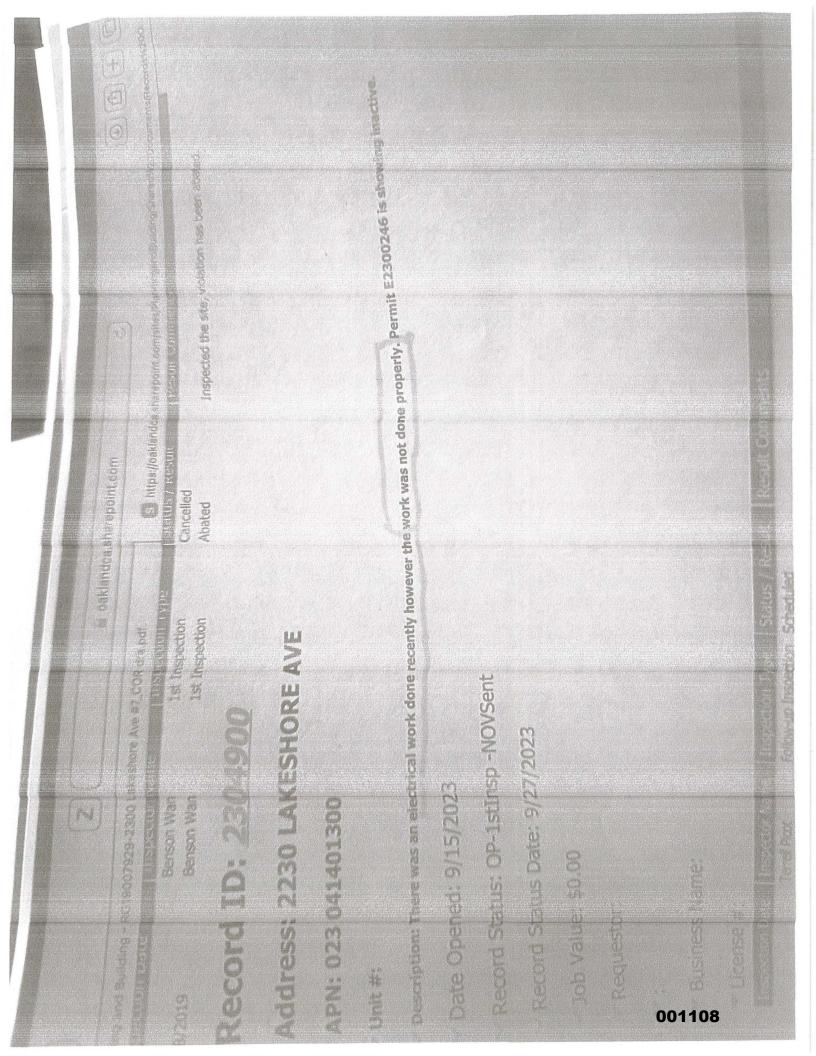
1. All new work shall match existing work.

- 2. The 4" x 4" been supporting the new beloosy shall have a stucco finish on all sides to match that now existing.
- 3. All votoring of unterials and paint work shall match that now existing.

4. All landscaping damaged during construction shall be replaced.

Signature

Way etty Plinking Countieston



Coord ID: Comment fer and son when the device of the set son son when the device of the set son son son when the device of the set son son son when the device of the set son son son when the device of the set son son son when the device of the set son	Siness Name: The PERFORMANCE
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Property Owners v

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Sign

# California Landlord Tenant Law: Rental Rights and Responsibilities [2024 UPDATE]

Explore the latest updates and essential information on California landlord-tenant laws for 2024, covering everything from rent control to eviction processes. This guide provides landlords the knowledge to navigate rental rights and responsibilities effectively in the Golden State.

By 🕅 Rachel Robinson | Last Updated January 4, 2024

Azíbo

## A Guide to California Landlord-Tenant Laws



Are you venturing into California's rental market? Knowing the state's stringent rent control laws and robust tenant protections is essential for any property owner aiming for success. Despite its reputation for being challenging, California has opportunities for informed and compliant landlords.

This guide outlines your rights and responsibilities to effectively navigate California's legal landscape. From understanding rent collection to the specifics of eviction processes, we cover the essentials you need to maintain a profitable and lawful rental business.

Stay with us as we present the fast facts, explore the details of California landlord-tenant laws, and look into the rental process in the Golden State. Arm yourself with the knowledge to make the most of California's real estate market. Begin your journey to becoming a proficient landlord in California now!

# Is California considered a landlord-friendly state?

California's reputation as not particularly landlord-friendly primarily stems from its stringent rent control laws and robust tenant protections. These regulations aim to safeguard renters but can present challenges for landlords, particularly in eviction processes.

Understanding and navigating these laws is vital to successful property management. However, landlords can still find opportunities in California's active real estate market with informed strategies and compliance.

As we transition to the specifics of landlord-tenant laws, these details will illuminate the path for landlords operating in this vibrant state.

# California landlord tenant law fast facts

Here's a quick rundown of key points in California's landlord-tenant laws you should know:

# Azbo California Landlord Tenant Fast Facts Is a rental license required to be a landlord? Are there any security deposit requirements? Is there rent control? Are there limits on late fees? Are there rent payments grace period laws? Is there a notice of entry law?

https://www.azibo.com/blog/california-landlord-tenant-laws...0comply,%2C%20familial%20status%2C%20or%20disability.

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- Bounced check penalties: California allows landlords to charge \$25 for the first dishonored check and \$35 for subsequent bounced checks, as specified in the California Civil Code 1719.
- Withholding rent for repairs: Tenants may withhold rent or conduct "repair and deduct" actions if the landlord fails to make necessary repairs affecting the unit's habitability. This should be approached cautiously and ideally with legal consultation, involving specific legal processes and potential ramifications.

As the state continues to balance the needs of landlords and tenants, these regulations serve as a framework for fair rental practices. For the most accurate and up-to-date information, landlords, tenants, and real estate professionals are encouraged to consult legal experts and official resources, as local ordinances may enhance these state-wide regulations.

#### California repair and maintenance laws

Maintaining habitable living conditions is a shared responsibility between landlords and tenants, governed by stringent laws and established legal precedents.

- Landlord responsibilities: Implied warranty of habitability: Stemming from the pivotal case Green v. Superior Court, California landlords must ensure rental properties are in good repair and meet basic structural, health, and safety standards. This obligation includes maintaining essential services such as plumbing, heating, and electrical systems.
- Tenant duties: Tenants are responsible for keeping the rental unit clean and sanitary. They are expected to undertake minor repairs and maintenance, such as replacing light bulbs and keeping the premises tidy. Tenants should promptly report more significant issues to the landlord.
- Repair timeline: Upon notification of a necessary repair, landlords generally have a reasonable time, up to 21 days, to address the issue. The timeframe can vary depending on the severity of the problem and the impact on habitability.
- Repair and deduct remedy: If a landlord fails to make necessary repairs, tenants might employ the "repair and deduct" remedy, allowing them to undertake repairs and deduct the cost from subsequent rent. This remedy is limited to the value of one month's rent and can be used up to twice in any 12 months. It's crucial that the issues qualify under the implied warranty of

Other important aspects of California's security deposit laws include:

- Landlords are not obligated to provide receipts for security deposits, pay interest on them, or keep them in separate bank accounts.
- Upon termination of the lease, landlords must return the security deposit within 21 days, along with an itemized statement of deductions for any damages beyond normal wear and tear, unpaid rent, or necessary cleaning to restore the property to its original state.
- Landlords are prohibited from unjustly withholding security deposits and must adhere to the allowable deductions. Failure to comply can lead to penalties, ensuring tenants are protected against unfair practices.

The updates to California's security deposit laws aim to balance tenant affordability and protection with landlords' rights to cover potential losses from damages, unpaid rent, or necessary cleaning. Compliance with these laws is crucial for maintaining fair and lawful rental practices.

#### **California rent control laws**

California's approach to rent control is among the most stringent in the United States, impacting landlords and tenants state-wide. The core legislation, AB 1482, or the Tenant Protection Act of 2019, sets the legal framework for rental increases and tenant rights.

- Annual rent increase cap: Effective from January 1, 2020, and scheduled to expire on January 1, 2030, AB 1482 limits annual rent increases to the lesser of 5% plus the local Consumer Price Index (CPI) or 10%.
- Rent payment and cash policies: Typically, the lease agreement will specify when rent is due, often at the beginning of the month. California landlords are prohibited from mandating cash-only rent payments unless specific conditions are met, and they must provide written receipts for cash transactions.
- Late fees and grace periods: The state does not mandate a grace period for late rent payments. Late fees are permitted but must be reasonable and outlined in the lease agreement. They should reflect the costs incurred by the landlord due to the late payment.

caps on rent increases and provides eviction protections, it also delineates landlords' rights within these boundaries.

Understanding and exercising these rights within the framework of current legislation is key for landlords to manage their properties effectively and legally.

#### California landlord responsibilities

California landlords are held to specific legal responsibilities when it comes to their rental property and their tenants. They are as follows:

- Prompt repairs: Property owners must complete necessary repairs within 30 days or immediately for urgent health or safety issues, like broken heaters or plumbing. Tenants may use remedies like "repair and deduct" or rent withholding for unaddressed urgent repairs but must follow legal protocols. Landlords are presumed retaliatory if evicting after repair complaints, underscoring their duty to maintain habitable conditions as per state and local codes.
- **Privacy consideration:** Property owners must give a 24-hour notice for entry, detailing the date, time, and purpose, except in emergencies like fire or flooding. Entry should occur during business hours unless under specific exceptions. Notice delivery can be in person, near the entrance, or via mail six days prior.
- Security deposit refunds: California landlords must refund security deposits within 21 days post-tenancy and provide valid documentation for any deductions. Non-compliance may result in penalties up to three times the deposit amount. These measures enhance renter protections state-wide.
- Rent control: Property owners are subject to rent control laws that limit how much they can raise rent. According to state law AB 1482, the maximum annual rent increase is limited to 5% plus the local cost-of-living adjustment.

#### **California renters rights**

California renters have numerous rights that contribute to their safety and respect while residing in a rental unit. Some of their significant rights include:

The right to a safe and habitable living space.

\* No state business license is required to rent a property, but local city regulations, such as in Sacramento, may demand a rental license. Noncompliance can lead to fines, liens, or legal action. Landlords should verify local requirements, mainly if operating in multiple locations. A real estate license is usually necessary for property management unless employed by the property owner.

# Understanding landlord rights and responsibilities in California

Next, let's dive into California landlord rights and responsibilities, covering everything from rent collection to property access. These are vital for navigating the legal landscape and maintaining a successful rental business.

#### **California landlord rights**

In California, rental property owners hold authoritative rights that give them the leverage they need to manage their rentals effectively. Some of those fundamental rights include:

- Collection of rent payments: Landlords maintain the right to collect rent, providing a consistent income from their properties. This includes late fees, which must be reasonable and outlined in the lease agreement.
- Security deposits: As of 2024, landlords can charge a security deposit of up to one month's rent for any rental unit, ensuring protection against potential damages or unpaid rent. This amount is standardized for furnished and unfurnished units, with certain exceptions for small property owners.
- Eviction process: Landlords can initiate an eviction process for lease violations or breaches of landlord-tenant laws. New regulations, like Senate Bill 567, dictate more stringent guidelines for no-fault evictions, requiring landlords or their family members to occupy the property for a certain duration posteviction.
- Property access: Landlords are permitted to access their properties for emergencies, scheduled repairs, maintenance, and showings, provided proper notice is given to tenants.
- Rent control: While the California Tenant Protection Act imposes





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Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

#### Housing Residential Rent and Relocation Board (HRRRB)

**APPEAL DECISION** 

CASE NUMBER:	T23-0140, Didrickson v. Dang	
APPEAL HEARING:	March 14, 2024	
PROPERTY ADDRESS:	2230 Lakeshore Ave., Unit #7, Oakland, CA	
APPEARANCES:	Appellant/Tenant: Respondent/Owner:	Carlos & Glenda Didrickson Ted Dang

#### BACKGROUND

On September 25, 2023, the tenant filed a petition challenging a rent increase of \$2517.54 to \$3134.15 served on July 7, 2023. The petition also alleged decreased housing services relating to an electric breaker, a broken patio door handle, and a leaking heater vent. The tenant states that the problems started occurring in 2012-2013 and were never fixed.

The owner filed a response on October 19, 2023 and later filed a revised response on December 8, 2023. The revised response states that the rent increase served on July 7 was from \$3441.43 to \$3544.67 on the basis of CPI (reduced to \$3134.15 after reduction for ongoing decrease housing services ordered from prior hearing decisions).

The owner also asked to remove the decreased housing services deduction for the deck because the tenant was using the former deck/current roof as a deck. The owner also states that the patio door handle was removed to discourage tenants from accessing the roof, and roof and the vent issues were fixed and that the tenant did not comply with orders from prior petitions. The owner also contended that there is no change to the electrical system since the tenant moved in but the tenant has been using more appliances than existing panel allows.

The owner's response also asks the petition to be dismissed on the basis that the tenant is not current on rent. The owner later submitted a rent ledger showing a balance.

# **RULING ON THE CASE**

The hearing officer issued an administration decision denying the tenant petition. On the decreased housing services claim, the hearing officer held that the decreased housing services claims were already addressed in prior decisions T19-0186/T19-0235, and the tenants are receiving ongoing rent decreased for those issues. The hearing decision lists the rent decided in T18-0305 issued on February 15, 2019 of \$2,786.41 but did not mention the rent increase listed on the petition.

# **GROUNDS FOR APPEAL**

The tenant appealed the hearing decision on the following grounds:

- 1. The electrical problems are worth than before;
- 2. The owner should not be able to increase the rent before making repairs, including repairs to the electrical system

# BOARD DECISION

After parties' arguments, questions to the parties and Board discussion, Vice Chair Oshinuga moved to reverse the hearing decision and to remand the case back to Hearing Officer to consider whether factually this is the same issue. If it is not the same issue or claim—then the previous cases are to not preclude this exact claim. The Hearing Officer is to determine if the rent increase is lawful, while reviewing and considering Civil Code section 1942.4 & O.M.C 8.22.070.D.6. Member M. Escobar seconded the motion.

The Board voted as follows:

Aye:D. Ingram, C. Oshinuga, M. Escobar, J. deBoer, K. BrodfuehrerNay:NoneAbstain:C. Jackson

BRIANA LAWRENCE-MCGOWAN BOARD DESIGNEE CITY OF OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

March 25, 2024

# **PROOF OF SERVICE** Case Number T23-0140

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

**Documents Included Appeal Decision** 

**Owner** 

Ted Dang, Commonwealth Management, Inc. 1305 Franklin Street Suite 500 Oakland, CA 94612

# Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit 7 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 26, 2024 in Oakland, CA.

<u>Nyila Webb</u> Nyila Webb

Oakland Rent Adjustment Program

# CITY OF OAKLAND



#### 250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612

Department of Housing and Community Development Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay 711

# ORDER TO SET REMAND HEARING AND CONSOLIDATE PENDING CASES

CASE NUMBER/NAME:

T23-0140/Didrickson v. Dang/Commonwealth Inc. T21-0161/Didrickson v. Dang/Commonwealth Inc. T20-0193/Didrickson v. Dang/Commonwealth Inc. T19-0403/Didrickson v. Dang/Commonwealth Inc.

# **PROPERTY ADDRESS:**

2230 Lakeshore Ave., Unit #7, Oakland, CA

### BACKGROUND

On March 25, 2024, the Housing, Residential Rent and Relocation Board (the Board) issued an Appeal Decision in case T23-0140. The Board remanded the case back to the Hearing Officer to consider whether factually the electricity issue is the same decreased housing services claim as the claims already decided in the prior cases T19-0186/T19-0235 (claims for which the tenants are already receiving an ongoing rent decrease). If the claims are not the same, "then the previous cases are not to preclude this exact claim."<sup>1</sup> The Board also instructed the Hearing Officer to determine if the rent increase raised in the Tenant Petition T23-0140 is lawful pursuant to Civil Code §1942.4 and O.M.C. §8.22.070.D.6.

On June 15, 2021, the Board issued an Appeal Decision in case T19-0403. The Board found good cause for the tenants' non-appearance at the underlying hearing and remanded the case to the Hearing Officer for a full hearing on the merits.

There are currently two (2) additional pending petitions that the tenants filed with the Rent Adjustment Program: T20-0193 and T21-0161. These tenant petitions involve the same subject property, the same parties, and the same types of issues relating to decreased housing services claims.

<sup>&</sup>lt;sup>1</sup> Appeal Decision, T23-0140, *Didrickson v. Dang*, page 2 (dated 3/25/24; served 3/26/24)

# <u>ORDER</u>

In the interest of judicial consistency and economy, cases T19-0403, T20-0193, T21-0161 and T23-0140 are hereby consolidated and set for one, single hearing.

The Remote Hearing in T19-0403, T20-0193, T21-0161 and T23-0140 is hereby scheduled as follows:

Date: July 9, 2024 Time: 10:00 a.m. Place: Remotely, via Zoom (Zoom link attached)

Dated: May 7, 2024

Linda Moroz

Linda M. Moroz Hearing Officer Rent Adjustment Program

# <u>PROOF OF SERVICE</u> Case Number: T23-0140, T21-0161, T20-0193, T19-0403 Case Name: Didrickson v. Dang

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Oakland, California, addressed to:

### **Documents Included**

Order to Set Remand Hearing & Consolidate Pending Cases

#### **Owner**

Ted Dang, Commonwealth Management, Inc. 1305 Franklin Street Suite 500 Oakland, CA 94612

#### Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit 7 Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 08, 2024** in Oakland, California.

Teresa Brown-Morris Oakland Rent Adjustment Program

# CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612

Department of Housing and Community Development Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay 711

# REMAND HEARING DECISION

CASE NUMBER/NAME:	T23-0140/Didrickson v. Dang/Commonwealth Inc. T21-0161/Didrickson v. Dang/Commonwealth Inc. T20-0193/Didrickson v. Dang/Commonwealth Inc. T19-0403/Didrickson v. Dang/Commonwealth Inc.
PROPERTY ADDRESS:	2230 Lakeshore Ave., Unit #7, Oakland, California
DATE OF HEARING:	July 9, 2024
FINAL SUBMISSION DATE:	August 31, 2024
DATE OF DECISION:	October 11, 2024
APPEARANCES:	Carlos Didrickson, Tenant Glenda Didrickson, Tenant Ted Dang, Managing Partner for Ownership entity

### BACKGROUND

**T23-0140**: The Housing, Residential Rent and Relocation Board (the Board) remanded the case back to the Hearing Officer to consider (1) whether factually the electricity issue is the same claim as the claims already decided in the prior cases T19-0186/T19-0235 (claims for which the tenants are already receiving an ongoing rent decrease); and (2) whether the rent increase is lawful pursuant to Civil Code §1942.4 and O.M.C. §8.22.070.D.6.

**T21-0161 and T20-0193**: These petitions involve the same issues regarding the housing services claims (electrical breaker, patio door handle, leaking vent) as in T19-0186/T19-0235 that were still pending at the time the tenants filed these two petitions.

**T19-0403**: On June 15, 2021, the Board found good cause for the tenants' non-appearance at the underlying hearing and remanded the case for a full hearing on the

merits. In this petition, the tenants raised the same issues as in T19-0186/T19-0235, which were then pending at the time of this appeal.

The owner filed a response to the petitions, alleging that the tenants are not current on rent due to not complying with Orders in prior Hearing Decisions, that all rent increases were for the allowable CPI amount, and that all issues alleged in the petitions have been addressed.

A hearing was held on July 9, 2024, to address the issues the Board instructed the Hearing Officer to consider on remand in **T23-0140**, as well as the issues raised in **T21-0151**, **T20-0193**, and **T19-0403**. Those issues are all addressed in this Hearing Decision.

### PRIOR FINAL REMAND HEARING DECISION T19-0186/T19-0235

The Remand Hearing Decision in T19-0186/T19-0235, issued on January 25, 2022, was affirmed by the Board at the Appeal Hearing on May 11, 2023. The Appeal Decision in T19-0186/T19-0235 was issued on May 17, 2023, and served to the parties on May 19, 2023. The parties had 90 days from the date of mailing of the decision to seek judicial review of the Appeal Decision. That date was August 17, 2023. Because the parties did not seek judicial review of the decision, the Remand Hearing Decision in T19-0186/T19-0235 has now become the final decision in this matter. This Hearing Decision determined the following issues:

1. As of July 1, 2018, the tenants' base monthly rent is \$3,084.74 (per case T18-0305); 2. Due to loss of patio space, the tenants were granted ongoing decrease of \$298.33, lowering their monthly rent to \$2,786.41, effective March 1, 2019;

3. The tenants were granted further deductions with respect to the issues raised in the March 19, 2019, Notice of Violation:

- 2% for leaking vent (\$55.73 per month);

- 1% for broken patio door handle (\$27.86 per month);

- 1% for electrical breaker (\$27.86 per month).

#### THE ISSUES

1. Is the electrical issue the same that has been already decided in previous cases? 2. Is the proposed rent increase lawful per O.M.C. §8.22.070.D.6?

3. Are there any remaining issues that have not been decided?

#### **EVIDENCE**

#### Background

The subject unit is located in a building consisting of eight (8) residential units. The tenants moved into their unit in December 2006, at an initial monthly rent of \$2,500.00.

# Rent History and Current Rent

Official Notice is taken of Case T18-0305, *Didrickson v. Commonwealth Co.,* where the Hearing Officer held that the tenants' base rent is \$3,084.74 per month, as of July 1, 2018. Additionally, the tenants had previously been granted an ongoing rent reduction in the amount of \$298.33 in Case T17-0327, *Didrickson v. Commonwealth Co.,* for a loss of patio space. Therefore, the tenants' legal monthly rent was \$2,786.41 (\$3,084.74 minus \$298.33), effective March 1, 2019. The Hearing Decision in T18-0305, issued on February 15, 2019, became a final decision.

### Decreased Housing Services – Issues on Appeal

### Electrical Breaker

This issue was raised, addressed, and adjudicated in all prior cases, including the most recent one (T19-086/T19-0235) where the Hearing Officer granted a 1% ongoing rent reduction (\$27.86) due to the electric breaker tripping and no re-inspection notice. The owner testified that he had an electrician check the circuit and found no malfunction. He testified that the building was constructed in 1950 and that the electrical system has not been modified. It is still the same from the time the tenants moved in.

The Board remanded T23-0140 to the Hearing Officer to consider whether the electrical breaker issue is the same issue or a different issue.

The owner testified that the electrical system is the same as when the tenant moved in. The stove issue was addressed in 2016. In 2023, the owner upgraded and installed a new fire alarm system and, as part of that upgrade, included replacement of all electrical circuit breakers, replacement of ground fault breakers, and a number of other things. He worked with Oakland's Assistant Fire Chief and finally completed and passed the fire alarm test in May 2024. There is no outstanding electrical work to be done; everything was completed and is up to code. The owner was allowed additional time after the hearing to submit the finalized permit. He submitted a copy of the record of completion relating to electrical permits/fire alarm system upgrade signed off as completed and tested on 7/19/24.<sup>1</sup>

The tenant testified that he had always encountered the same issue with the same electrical breaker and that there are currently no more problems with the electrical breakers.

### Water Dripping from Ceiling Vent in Bedroom

This issue was raised, addressed and adjudicated in all prior cases, including the most recent one (T19-086/T19-0235) where the Hearing Officer granted a 2% ongoing rent

<sup>&</sup>lt;sup>1</sup> Owner's exhibit A, 6 pages

reduction (\$55.73) due to the vent leak. The owner testified that he had four contractors check for leaks and check the vent, and that they did not find any traces of leaks.

The tenant testified at the hearing that there are no more issues with the vent leak.

#### Broken Sliding Patio Door Handle

This issue was raised, addressed and adjudicated in all prior cases, including the most recent one (T19-086/T19-0235) where the Hearing Officer granted a 1% on-going rent reduction (\$27.86) due to the broken door handle. The owner testified that the door is an access to the roof, not a patio, and is supposed to be sealed. The tenants are not allowed access to the roof but they continue to keep using the roof as their patio, and are thereby violating all prior RAP and Board Orders.<sup>2</sup>

The tenants testified that, when they rented this unit, they had a lakeview roof patio and they would like it to be restored. They testified that the rent reduction they are receiving is not a sufficient amount.

Effective July 1, 2017, the tenants are receiving a rent reduction in the amount of \$298.33 per month due to the loss of the patio (Hearing Decision in T17-0327, Didrickson v. Commonwealth Co.), but they continue to keep using the flat roof as their patio.

The Hearing Officer explained to the tenants that they are in violation of the Order if they are using the patio and receiving a rent reduction as ordered at the same time. The tenants testified that they continue to use the flat roof as their patio. The owner testified that the tenants have plants on the roof and that, if they continue to use the roof, they should be responsible for any roof leaks. He explained that this is a flat roof and not to be used for walking on or using as a patio with plants.

The owner testified that the handle had to be ordered but has now been replaced.

#### Rent Increase Issue Raised by the Board

The Tenant Petition in T23-0140 states that the contested rent increase proposed to increase the monthly rent from \$2,517.54 to \$3,134.15, effective September 1, 2023.

However, that was not the correct amount of rent increase. The tenant has been paying \$2,517.54 per month but this is not his correct legal rent. He testified that he believes he should be paying this amount despite the Orders in the prior Hearing Decisions, including the Orders by the Board.

<sup>&</sup>lt;sup>2</sup> The tenants are receiving a rent reduction in the amount of \$298.33 per month due to the loss of the patio (Hearing Decision in T17-0327, Didrickson v. Commonwealth Co.), but keep using the flat roof as their patio (according to both parties).

The Owner Response lists the yearly CPI Rent increases (per Order determining the tenants' base rent (before reductions) as \$3,084.74, effective July 1, 2018) as follows:

- from \$3,084.74 to \$3,192.70, effective September 1, 2019;

- from \$3,192.70 to \$3,278.90, effective September 1, 2020;

- from \$3,278.90 to \$3,341.20, effective September 1, 2021;

- from \$3,341.20 to \$3,441.43, effective September 1, 2022;

- from \$3,441.43 to \$3,544.67<sup>3</sup>, effective September 1, 2023.

The owner testified that he only gave the rent increases for the allowable CPI amount amounts calculated from the monthly base rent of \$3,084.74 as of July 1, 2018 (per T18-0305), minus the ongoing deduction of \$298.33, which would have been \$2,786.41 per month.

The tenants have not paid any of the rent increases, nor even \$2,786.41; they kept paying \$2,517.54 per month.

When asked why they are not complying with any of the amounts stated in the prior Orders, the tenant testified that he does not agree with these amounts and should not pay more than what he is paying until the issues listed in the Notice of Violation of March 19, 2019, have been resolved. At the same time the tenant testified that he has no more problems with the vent leak and electrical breakers, which are the issues listed in that Notice of Violation.

The tenant testified repeatedly that he has always paid the rent of \$2,517.54 per month and that he should not pay more until all issues listed in the March 19, 2019, Notice of Violation are fixed. He kept referencing a Superior Court settlement from 2013 and did not understand that he was receiving rent reductions for the outstanding items. He testified at the hearing that all issues have now been resolved.

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

#### Electrical Issue Raised on Appeal

It is undisputed that the electrical breaker issue that the Board wanted the Hearing Officer to consider is the same electrical issue as raised in all tenants' prior petitions, including T23-0140. Additionally, the entire electrical system was replaced and upgraded when the new fire system for the building was upgraded, tested and signed off as completed in July 2024. Therefore, this claim is denied as already adjudicated.

### Claims Raised in the Other Petitions

Additionally, all items listed above, raised in the tenants' petition were addressed and adjudicated in the prior case T19-0186/T19-0235, *Didrickson v. Commonwealth Co.,* that has now become the final decision.

<sup>3</sup> The amount of \$3,134.15 (as stated on the Tenant's petition) is the net after deduction in services.

According to the Order in T19-0186/T19-0235, the tenants are receiving ongoing rent reductions as follows: 2% for the heating vent leak; 1% for the broken door handle and 1% for the electric breaker. Therefore, these three items are denied because they were already adjudicated in T19-0186/T19-0235, and became the final decision pursuant to the Remand Hearing Decision in T19-0186/T19-0235.

Therefore, the claims relating to the electrical breaker, vent leak and broken patio door handle raised in the Tenant Petitions T21-0161, T20-0193 and T19-0403 are denied as already addressed and adjudicated.

#### Rent Increase Raised on Appeal

The Board directed the Hearing Officer "to determine if the rent increase is lawful, while reviewing and considering Civil Code §1942.4 & O.M.C. §8.22.070.D.6." These two provisions relate to substandard housing with major, serious health, safety, fire or building code violations, on the verge of being condemned.

The tenants' unit is a top floor lake view penthouse unit, far from being substandard. The violations listed on the March 19, 2019, Notice of Violation do not amount to major or "serious" violations that would prevent the annual CPI rent increases. None of the contractors detected any leaks from the vent, the electricians did not detect any malfunctioning breakers until the major upgrade of the fire system, and the breakers did not malfunction during the Hearing Officer's inspection completed on November 25, 2015, in a prior case (T15-0374). The owner upgraded the fire alarm system and, as part of that project, replaced all main electrical breakers. Everything has been inspected, tested, and signed off. Currently, there are no pending code violations. The tenant agreed at the hearing that these issues have been resolved.

Therefore, the proposed CPI rent increase from \$3,441.43 to \$3,544.67 per month (\$3,134.15 net after deductions are applied) is valid.

### <u>ORDER</u>

- 1. Tenant Petition T23-0140 is denied. The electrical issue is the same as the one decided in prior cases T19-0186/T19-0235, that became a final Hearing Decision when affirmed by the Board on May 11, 2023.
- 2. The rent increase raised in T23-0140 is lawful.
- 3. Tenant Petition T19-0403 is denied. The claims for decreased housing services raised in that petition are the same as those decided in prior cases T19-0186/T19-0235.
- 4. Tenant Petitions T20-0193 and T21-0161 are denied. The claims for decreased housing services raised in these petitions are identical to those decided in prior cases T19-0186/T19-0235.

- 5. There are no other outstanding issues that have not been addressed in prior decisions.
- 6. Currently, per prior final Hearing Decisions, the Tenants' base rent with reductions is as follows:
  - as of July 1, 2018, tenants' base rent is \$3,084.74 per month
  - reductions: \$298.33 per month for a loss of patio (per T17-0327);
    - 2% (\$55.73) per month for leaking vent per T19-0186/T19-0235;
    - 1% (\$27.86) per month for broken door handle per T19-0186/T19-0235;
    - 1% (\$27.86) per month for electrical breaker (T19-0186/T19-0235).

6. As stated in prior Orders, when the items listed above are repaired, the owner is entitled to raise the rent by percentage corresponding to each amount stated above. In order to increase the rent after the owner restores services, the owner must provide the necessary notice pursuant to Civil Code §827 and the Rent Adjustment Ordinance.

7. If the tenants continue to use the roof as their patio, they are not entitled to the monthly reduction of \$298.33, and the owner may raise their rent by this amount after providing necessary notices pursuant to Civil Code 827 and the Rent Adjustment Ordinance.

<u>Right to Appeal</u>: This is the final decision of the RAP. Any party may appeal by filing a completed RAP appeal form, which must be received within 20 days after service of this decision. The date of service is shown on the attached Proof of Service.

Dated: October 11, 2024

Linda Moroz

Linda M. Moroz Hearing Officer Rent Adjustment Program

# <u>PROOF OF SERVICE</u> Case Number: T23-0140 Case Name: Didrickson v. Dang

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Oakland, California, addressed to:

**Documents Included** Remand Hearing Decision

### Owner

Ted Dang Commonwealth Management, Inc. 1305 Franklin Street Suite 500 Oakland, CA 94612

#### Tenant

Carlos & Glenda Didrickson 2230 Lakeshore Avenue Unit 7 Oakland, CA 94606

Manager

Allen Sam Common Wealth Properties Suite 500 1305 Franklin Street Oakland, CA 94612

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 15, 2024** in Oakland, California.

Teresa Brown-Morris Oakland Rent Adjustment Program

CITY OF OAKLAND RENT ADJUSTMENT PRO 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 www.oaklandca.gov/RAP	NOV - 4 2024
	FEB <b>2 4</b> 2025
Appellant's Name CAR/os GlendA Didrickson	OAKLAND RENT
Property Address (Include Unit Number) 2230 LAKES HORE AUC #7 CAKIAND, CA 94606	
Appellant's Mailing Address (For receipt of notices)	Case Number T23-140, T21-014 /
	T20-0193 T19-0403
5. #7 27	Date of Decision appealed NOV $1^{s+2024}$
Name of Representative (if any)	Representative's Mailing Address (For notices)

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. (Please clearly explain the math/clerical errors.)
- 2) Appealing the decision for one of the grounds below (required):
  - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board. (In your explanation, you must identify the Ordinance section, Regulation or prior Board decision(s) and describe how the description is inconsistent.)
  - b) CI The decision is inconsistent with decisions issued by other Hearing Officers. (In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)
  - c) The decision raises a new policy issue that has not been decided by the Board. (In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)
  - d) I The decision violates federal, state, or local law. (In your explanation, you must provide a detailed statement as to what law is violated.)
  - e) The decision is not supported by substantial evidence. (In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)

Revised February 29, 2024

- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- **g)** The decision denies the Owner a fair return on the Owner's investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h) D Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Supporting documents (in addition to this form) must *not* exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). *Please number attached pages consecutively.* 

• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. •

I served a copy of: Tz3 - 140, Tz1 - 0161, Tz0 - 0193, T19 - 0403 (insert name of document served)  $\blacksquare$  And Additional Documents

and (*write number of attached pages*) <u>7</u> attached pages (*not counting the Appeal Form or the Proof of Service*) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (*check one*):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- ➡ b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- □ c. Electronic Service. I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

<u>Name</u>	Ted dang.
Address	1305 FRANKLIN ST SUITE 500
City. State Zip	OAKIAND, LA 94612
Email Address	
Name	
INGUIE	
Address	
Citv. State Zip	

Revised February 29, 2024

Em	ail	Ad	ldr	ess

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on <u>11117</u> (insert date served).

11-12-24 CARIOI 1cKsow

161-2024

# **IMPORTANT INFORMATION:**

This Appeal must be received by the Rent Adjustment Program, 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612, not later than 5:00 P.M. on the 20th calendar day after the date the decision was mailed to you as shown on the proof of service attached to the decision. If the last day to file is a weekend or holiday, the time to file the document is extended to the next business day.

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 30 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 35 days of the date the appeal was mailed to them.
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.

Ms Moroz is leading Mr Dang by Saying her opinion on the roof leaking. Att any time during the petitions Hearing Pecisions was any Oakland Building Code Enforcement Notice of Violations signed off ? ... No-We have not recieved any paper work from Oakland Building Inspectors Office of any Notice of Violation being signed off for any of the years 2019, 2020, 2021, 2022, 2023 or 2024 What does MS Morz consider Material · facts ? but She still listens to what Ted Dang says without Any signed off notice of violations. And No Fire Alarm installed in bedroom

(10f4)

Ted Dang admits he didn't want to replace the patio door handle. Why does The Oakland Rent Adjustment Board not listen to the Oakland Superior Court Ruling? und retalation after the reat adjustment board decisions 30 days Ms Morzasks Ted to contact her if he needs more time, also there is supposed to be No contact with the hearing officer civil code secretion 1942,4 and Oakland Municipal Code 8.22,070, DiG

Electrical proplems are worse than I thought. Electrician was at our unit for 7 days, and then another 7 days (14 total days) and still unresolved

 $(3 \circ 4)$ 

All four petitions that had a Hearing decision are given another hearing decision - that was good for the landlord, Why cant I bring up issues that were in the first remanded hearing & that Ms More decided to issue an administrative decision denying me my right to be heard. and the appeal board issued a remand back to the Same hearing officer . Who denied my petition for a Non working heater for 2 years,

I never said the electrical problems were solved, I said we never use the oven. So the breaker kicked after the hearing. The Electricians were here for 7 days at the time of the hearing and the Electricians were here an additional 7 days after the hearing issues are Still not complete, The Electrician knows the GFI still have a problem, Electrical Inspector knows of this problem still being unresolved. Fire Alarm not installed in bedroom -

MSMorz said Not to be concerned about no fire alarm are **entitled to a hearing** and if the landlord cannot prove legal grounds, the rent increase is not valid.

- If your unit is the subject of an outstanding building code violation or a formal code compliance letter has been issued, your landlord cannot legally raise your rent by any amount until the Building Department has certified that the issue has been fixed. To file a code compliance complaint, call the Code Enforcement office at 510-238-3381.
- Seek advice if you're not sure what your landlord is doing is legal. You can call the Rent Adjustment Program office at 510-238-3721 or visit the office at 250 Frank Ogawa Plaza (next to City Hall) Suite 6301 (6th floor). See the tenant resources listed here for help with your situation.

	Edifornia. LEGISLATIVE INFORMATION
Home	Bill Information California Law Publications Other Resources My Subscriptions My Favorites
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and a first	Up^ << Previous Next >> cross-reference chaptered bills PDF   Add To My Favorites 1 Search Phrase:
	CHAPTER 2. Hiring of Real Property [1940 - 1954.06] (Chapter 2 enacted 1872.)
	<b>1942.4.</b> (a) A landlord of a dwelling may not demand rent, collect rent, issue a notice of a rent increase, or issue a three-day notice to pay rent or quit pursuant to subdivision (2) of Section 1161 of the Code of Civil Procedure, if all of the following conditions exist prior to the landlord's demand or notice:
	(1) The dwelling substantially lacks any of the affirmative standard characteristics listed in Section 1941.1 or violates Section 17920.10 of the Health and Safety Code, or is deemed and declared substandard as set forth in Section 17920.3 of the Health and Safety Code because conditions listed in that section exist to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants of the dwelling.
	(2) A public officer or employee who is responsible for the enforcement of any housing law, after inspecting the premises, has notified the landlord or the landlord's agent in writing of his or her obligations to abate the nuisance or repair the substandard conditions.
	(3) The conditions have existed and have not been abated 35 days beyond the date of service of the notice specified in paragraph (2) and the delay is without good cause. For purposes of this subdivision, service shall be complete at the time of deposit in the United States mail.
	(4) The conditions were not caused by an act or omission of the tenant or lessee in violation of Section 1929 or 1941.2.
ale sur a la sur a l	(b) (1) A landlord who violates this section is liable to the tenant or lessee for the actual damages sustained by the tenant or lessee and special damages of not less than one hundred dollars (\$100) and not more than five thousand dollars (\$5,000).
	(2) The prevailing party shall be entitled to recovery of reasonable attorney's fees and costs of the suit in an amount fixed by the court.
and and a second se	(c) Any court that awards damages under this section may also order the landlord to abate any nuisance at the rental dwelling and to repair any substandard conditions of the rental dwelling, as defined in Section 1941.1, which significantly or materially affect the health or safety of the occupants of the rental dwelling and are uncorrected. If the court orders repairs or corrections, or both, the court's jurisdiction continues over the matter for the purpose of ensuring compliance.
ng Mag Kanan Kang Mag Kanan Ja	(d) The tenant or lessee shall be under no obligation to undertake any other remedy prior to exercising his or her rights under this section.
the standard standard in the	(e) Any action under this section may be maintained in small claims court if the claim does not exceed the jurisdictional limit of that court.
-	(f) The remedy provided by this section may be utilized in addition to any other remedy provided by this chapter, the rental agreement, lease, or other applicable statutory or common law. Nothing in this section shall require any landlord to comply with this section if he or she pursues his or her rights pursuant to Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code.
	(Amended by Stats. 2003, Ch. 109, Sec. 1. Effective January 1, 2004.)

11/1/24, 2:09 PM Page 1 of 1 decision and the remaining amount of the noticed rent increase is not operative until the board has issued its written decision.

- 5. Final decision. The decision on a petition is final when any one of the following events have occurred:
  - a. A hearing officer decision has been issued and the time for appeal has passed without an appeal being filed;
  - b. An appeal decision is issued and the time to file a writ of administrative mandamus has passed without a writ being filed; or
  - c. When a court issues a final decision, including any further court appeals, on any writ of administrative mandamus contesting a Rent Board appeal decision.
- 6. No part of any noticed rent increase is operative during the period after the tenant has filed a petition and the applicable covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations as defined by Section 17920.3 of the California Health and Safety Code, excluding any, violation caused by a disaster or where the owner proves the violation was solely caused by the willful conduct of the tenant. In order for such rent increase to be operative the owner must provide proof that the cited violation has been abated. The owner must then issue a new rent increase notice pursuant to California Civil Code Section 827. The rent increase will be operative in accordance with Section 827. However, if an Owner files a petition for a Rent increase, the Tenant must include the allegation of code violations in the response to the petition for this subsection to be considered.
- E. An owner cannot increase the rent for a covered unit except by following the procedures set out in this Chapter (including the Just Cause for Eviction Ordinance (O.M.C. Chapter 8.22, Article II) and the Ellis Act Ordinance (O.M.C. Chapter 8.22, Article III)) or where Costa-Hawkins allows an owner to set the initial rent for a new tenant without restriction.
- F. Decreased housing services. A decrease in housing services is considered an increase in rent. A tenant may petition for an adjustment in rent based on a decrease in housing services under standards in the regulations. The tenant's petition must specify the housing services decreased. Where a rent or a rent increase has been reduced for decreased housing services, the rent or rent increase may be restored in accordance with procedures set out in the regulations when the housing services are reinstated.
- G. Pass-through of Fee. An owner may pass-through one half of the fee to a tenant in accordance with Section 8.22.500G. The allowed fee pass-through shall not be added to the rent to calculate the CPI Rent Adjustment or any other rent adjustment and shall not be considered a rent increase.

11/1/24, 2:15 PM Page 5 of 7