3.

4.

5.

NAME, ADDRESS. AND TELEPHONENUMBEROF ATTORNEYORPARTYWITHOUT
ATTORNEY:

STATEBARNUMBER Reservedfor Clerk'sFile Stamp

Anthony Marinaccio 259335
225 W Broadway, Suite 103
Glendale, CA 91204
(818) 839-5220

ATTORNEYFOR(Name): BradfordM.Martinez.VickiL.Martinez,andGailDianeCalhounAKAGailDianeHouser

FILED

Superior Court of California
County of Los Angeles
04/11/2025

Dayk W. Sbybi, Execite Offer / Clerk Cont

A. Fhami

SUPERIORCOURTOF CALIFORNIA, COUNTYOF LOSANGELESB

COURTHOUSE ADDRESS:

1300 East Walnut Street, Pasadena, CA 91101

PLAINTIFF:

Bradford M. Martinez, Vicki L. Martinez, and Gail Diane Calhoun AKA Gail Diane Houser
DEFENDANT:

Jennifer Burbank and James Burbank

APPLICATION AND ORDER TO SERVE SUMMONS BY
POSTING FOR UNLAWFUL DETAINER

CASENUMBER:
25PDUD00999

Deputy

1.
I am the ■ plaintiff ■ plaintiff's attorney ■ other specify):

2.
I apply for an order pursuant to Code of Civil Procedure section 415.45 to permit service by posting
ofthe summons and complaint on defendant(s). Specifyname(s):JenniferBurbankandJamesBurbank

The complaint seeks possession of property location at: 518NorthStonemanAvenue
Alhambra, CA 91801 The property is residential commercial.

The notice to quit, or pay rent or quit, was served by: ■ personal service ■ substituted service
■ posting and mailing ■ other (specify):_

At least three attempts to serve in a manner specified in Code of Civil Procedure, Article 3, (other than posting or publication) are required. List attempts to serve, if made by declarant, or attach declaration(s) of process server(s) stating attempts to locate and serve the defendants. If service
not made, please explain.

DATE TIME REASON SERVICE COULD NOT BE MADE /REMARKS

Declaration(s) of process server stating attempts to locate and serve the defendant(s) is attached and incorporated into this application by reference

LACIV 107 (Rev. 01/07)
LASC Approved 10-03
For Optional Use

APPLICATION AND ORDER TO SERVE SUMMONS
BY POSTING FOR UNLAWFUL DETAINER

Code Civ. Proc.. § 415.45

Page 1 of 2

Shon Tille

Martinez, et al vs. Burbank, et al

Case Number

[25PDUD00999

6. Service ■ has

7.

has not been attemptedduring regular business hours at the place(s) of employmentof the defendant(s). If not, state reason: ■ the place(s) of employmentof the defendant(s) is not known.

■ Other(specify):

Service■ has ■ has not beenattemptedat the "residence" of the defendant(s). If not, state reasons: ■ The place of residence of the defendant (s) is not known.
■ Other(specify):

Other:

Did the plaintiff pay for help from a registeredunlawful detainer assistant(Bus. and Prof. Code. §§ 6400-5415) who helped prepare this form? ■ Yes ■ No If yes, complete the following
information:
Name of Unlawful Detainer Assistant:
Telephone Number: (

Registration #:

Address (Mailing address, city and Zip code):

County of Registration:

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

correct.

DATE

4/10/25

TYPE OF PRINT DECLARANT'S NAME

Anthony Marinaccio

DECLARANT'S SIGNATURE

■■■ ■■■■■
FINDINGS AND ORDER
THE COURT FINDS:

1 The defendant (s) named in the application cannot with reasonable diligence be served in any
manner specified in Code of Civil Procedure, Article 3.

2. (a) A cause of action exists againstthe defendant(s) named in the application; and/or (b)
defendant(s) named in the application has or claims an interest in real property in California that is subjectto the jurisdiction of the court; and/or (c) the relief demandedin the complaintconsists wholly or partially in excluding the defendant (s) from any interest in the property.
THE COURT ORDERS:

The defendant(s) namedin the applicationmay be servedby postinga copy of the summonsand complaint on the premises in a manner most likely to give actual notice to the defendant(s), and by immediately mailing, by certified mail, a copy of the summons and complaint to the defendant(s) at

his /her last known address.

Dated: 04/11/2025

LACIV 107 (Rev. 01/07)
LASC Approved 10-03
Fur Optional Use

marshak
Judal Officer

R

Div / Dept.
Code Civ. Proc., § 415.45

Page 2 of 2

APPLICATION AND ORDER TO SERVE SUMMONS BY POSTING FOR UNLAWFUL DETAINER

ATTORNEY OR PARTYWITHOUT ATTORNEY (Name, StateBar number, and address):

ANTHONYMARINACCIO(Bar #: 259335)

MARINACCIO LAW

225 W. BROADWAY; STE 103

GLENDALE, CA 91204
TELEPHONENO.: 818-839-5220

E-MAIL ADDRESS(Optional):

FAX NO. (Optional)

ATTORNEYFOR(Name): BRADFORD M. MARTINEZ

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 300 EAST WALNUT ST.
MAILING ADDRESS:
CITY AND ZIP CODE:
BRANCHNAME:

PASADENA, CA 91101
PASADENA COURTHOUSE
BRADFORD M. MARTINEZ, VICKI L. MARTINEZ and GAIL DIANE

PLAINTIFF/PETITIONER: CALHOUNAKA GAIL DIANE HOUSER
JENNIFER BURBANK and JAMES BURBANK and DOES 1-10 DEFENDANT / RESPONDENT:

FOR COURT USE ONLY

CASENUMBER:

25PDUD00999

DECLARATION OF NON -SERVICE

REF. NO. ORFILENO.:

After duesearch, carefulinquiry anddiligent attemptsatthefollowing address(es), I havenot beenableto effectserviceof said process on: JENNIFER BURBANK

Address: 518 NORTH STONEMAN AVE., ALHAMBRA, CA 91801

Documents: SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET AND ADDENDUM; PLAINTIFF'S
MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS -UD; PREJUDGMENT CLAIM OF
RIGHT TO POSSESSION; NOTICE OF ONLINE DISPUTE RESOLUTION (ODR); NOTICE OF CASE
ASSIGNMENT

04/02/2025 7:07 PM

04/04/2025 8:13 AM

04/05/2025 2:09 PM

04/07/2025 7:48 AM

NO ANSWER AT THE FRONT DOOR. DOG BARKING INSIDE.

NO ANSWER AT THE FRONT DOOR.

NO ANSWER AT THE DOOR AND ACTIVITY OBSERVED.

NO ANSWER AT THE FRONT DOOR.

Service Of Process Fees: $ 76.20

RETURNED NOT SERVED.

ATTEMPTED BY: JORGE RIVERA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Date: 04/07/2025

JORGE RIVERA
(TYPE OR PRINT NAME)
Flat Rate Process Service
6709 Greenleaf Ave, Suite 314
Whittier, CA 90601

(562) 693-1221 - (Job# 4147886)

Jon
(SIGNATUREOF DECLARANT)
a registered California process server:

(i) owner ■ employee
(ii) Registration No.: 4690.
(iii) County: LOS ANGELES

DECLARATION OF NON -SERVICE

independent contractor.

FLATRATE

See

ATTORNEYOR PARTYWITHOUTATTORNEY(Name, StateBar number, and address): ANTHONYMARINACCIO(Bar #: 259335)
MARINACCIO LAW
225 W. BROADWAY; STE 103

GLENDALE, CA 91204
TELEPHONENO.: 818-839-5220
E-MAILADDRESS(Optional):

FAXNO. (Optional):

ATTORNEYFOR(Name): BRADFORD M. MARTINEZ

SUPERIORCOURTOF CALIFORNIA, COUNTYOF LOS ANGELES 300 EAST WALNUT ST.

STREET ADDRESS:
MAILING ADDRESS:
CITY AND ZIP CODE:
BRANCH NAME:

PASADENA, CA 91101
PASADENA COURTHOUSE

BRADFORD M. MARTINEZ, VICKI L. MARTINEZ and GAIL DIANE PLAINTIFF/PETITIONER: CALHOUNAKAGAILDIANEHOUSER
JENNIFER BURBANK and JAMES BURBANK and DOES 1-10 DEFENDANT /RESPONDENT:

CASENUMBER:

FOR COURT USE ONLY

25PDUD00999

DECLARATION OF NON -SERVICE

REF. NO. ORFILENO.:

After due search, carefulinquiry anddiligent attemptsat the following address(es), I havenot beenableto effect serviceof said process on: JAMES BURBANK

Address: 518 NORTH STONEMAN AVE., ALHAMBRA, CA 91801

Documents: SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET AND ADDENDUM; PLAINTIFF'S MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS -UD; PREJUDGMENT CLAIM OF RIGHT TO POSSESSION; NOTICE OF ONLINE DISPUTE RESOLUTION (ODR); NOTICE OF CASE
ASSIGNMENT

04/02/2025 7:07 PM

04/04/2025 8:13 AM

04/05/2025 2:09 PM

04/07/2025 7:48 AM

NO ANSWER AT THE FRONT DOOR. DOG BARKING INSIDE.

NO ANSWER AT THE FRONT DOOR.

NO ANSWER AT THE DOOR AND ACTIVITY OBSERVED.

NO ANSWER AT THE FRONT DOOR.

Service Of Process Fees: $ 66.20

RETURNED NOT SERVED.

ATTEMPTED BY: JORGE RIVERA

I declareunderpenalty of perjuryunderthe laws of the State of Californiathat the foregoingis true and correct.
Date: 04/07/2025

JORGE RIVERA
TYPE OR PRINT NAME)
Flat Rate Process Service
6709 Greenleaf Ave, Suite 314
Whittier, CA 90601

(562) 693-1221 - (Job# 4148074)

Jorge Rivera
(SIGNATUREOFDECLARANT)
a registered California process server:
(i) owner employee
(ii) RegistrationNo.: 4690
(iii) County: LOS ANGELES
DECLARATION OF NON -SERVICE

independent contractor.

FLATRATE

ProcessSetiace

SUMMONS - EVICTION

(CITACIÓN JUDICIAL- DESALOJO)
UNLAWFUL DETAINER / FORCIBLE DETAINER / FORCIBLE ENTRY

(RETENCIÓNILÍCITADEUNINMUEBLE/ RETENCIÓNFORZOSA/ ENTRADAFORZOSA)
NOTICE TO DEFENDANT: Jennifer Burbank, James Burbank and DOES 1-10

(AVISO AL DEMANDADO):

YOU ARE BEING SUED BY PLAINTIFF: Bradford M. Martinez, Vicki L.

(LO ESTÁDEMANDANDOEL DEMANDANTE): MartinezandGailDianeCalhoun

AKA Gail Diane Houser

NOTICE! You have been sued. The court may decide
against you without your being heard unless you respond
within 10 days. You have 10 DAYS, not countingSaturdays andSundaysandotherjudicialholidays, afterthis summons
andlegal papersare servedonyou to file a written response at this court and have a copy served on the plaintiff.

If this summons was served through the Secretary of State's Safe at Home address confidentiality program, you have 15 days from the date of service, not counting Saturdays and Sundays and other judicial holidays, to respond.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and
more information at the Self -Help Guide to the California
Courts (https://selfhelp.courts.ca.gov), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website (www.lawhelpca.org), the Self-Help Guide to the California Courts (https://selfhelp.courts.ca.gov), or by contacting your local court or county bar association.

FEE WAIVER: If you cannot pay the filing fee, ask the clerk for a fee waiver form. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $ 10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

SUM - 130

FOR COURT USE ONLY

(SOLO PARA USO DE LA CORTE)

Electronically FILEDby
SuperiorCourtofCalifornia,
County of Los Angeles
4/01/2025 4:00 PM
David W. Slayton,
Executive Officer /Clerk of Court,

ByA. Llamas, Deputy Clerk

¡AVISO! Usted ha sido demandado. Si no responde dentro de 10 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 10 DÍAS, sin contarsábadoy domingoy otrosdíasferiadosdeltribunal, para presentarunarespuestapor escritoen este tribunaly hacerque se entregue una copia al demandante.

Si la presente citación le ha sido entregado a través del programa de dirección confidencial del Secretario del Estado Seguro en Casa, tiene 15 días después de la fecha de entrega, sin contar sábado y domingo y otros días feriados del tribunal, para responder.

Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en la Guía de Ayuda de las Cortes de California (https://selfhelp.courts.ca.gov/es), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posibleque cumpla con los requisitos para obtenerservicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpca.org/es), en la Guía de Ayuda de las Cortes de California, (https://selfhelp.courts.ca.gov/es) o poniéndose en contacto con la corte o el colegio de abogados local.

EXENCIÓNDE CUOTAS: Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier monto de $ 10,000 ó más recibido mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

CASE NUMBER (número de caso):

25PDUD00999

1. The name and address of the court is:

(El nombre y dirección de la corte es):
Pasadena Courthouse

300 East Walnut Street, Pasadena, CA 91101

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el

número de teléfonodel abogadodel demandante, o del demandanteque no tiene abogado, es):
Anthony Marinaccio

225 W Broadway, Suite 103, Glendale, CA 91204

Form Adopted for Mandatory Use
Judicial Council of Califomia

SUM-130(Rev. January 1. 2025]

(818) 839-5220

Page 1 of 2

(Unlawful Detainer / Forcible Detainer / Forcible Entry)

Code of Civil Procedure, §§ 412.20, 415.45, 1167
www.courts.ca.gov

SUMMONS - EVICTION

SUM - 130 PLAINTIFF(Name): Bradford M. Martinez, Vicki L. Martinez, and Gail Diane Calhoun AKA Gail Diane Houser
DEFENDANT(Name):

Jennifer Burbank, James Burbank and DOES 1-10

CASE NUMBER:

25PDUD00999

did not
3. (Mustbe answeredin allcases)An unlawfuldetainerassistant(Bus. & Prof.Code, §§6400-6415)

for
unlawful

compensation
detainer
give advice or assistance with this form. (If plaintiff has received any help or advicefor pay from an assistant, completeitem 4 below.)
4. Unlawful detainer assistant (completeif plaintiffhas receivedany help or advice for pay from an unlawfuldetainerassistant):
a. Assistant's name:

b. Telephoneno.:

C. Streetaddress, city, and zip:

d. Countyof registration:
e. Registrationno.:

f. Registrationexpireson (date):

Date:

(Fecha) 04/01/2025

did

David W. Slayton, Executive Officer / Clerk of Court

Clerk, by

(Secretario) A. Lamas Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons(form POS-010).)
(Para prueba de entrega de esta citatión use el formularioProof of Service of Summons(form POS-010).)
[SEAL]

COUNTY

5. NOTICE TO THE PERSON SERVED: You are served
as an individual defendant.

a.

b.

C. 0

d.
under

e.

as the person sued under the fictitious name of (specify):
as an occupant.
on behalf of (specify):
CCP416.10(corporation).
CCP 416.20 (defunct corporation).
CCP416.40(associationor partnership).
CCP 415.46 (occupant).
by personal deliveryon (date):

CCP 416.60 (minor).
CCP 416.70 (conservatee).
CCP 416.90(authorizedperson).
other (specify):

SUM-130[Rev. January 1, 2025} SUMMONS - EVICTION Page 2 of 2 (Unlawful Detainer / Forcible Detainer / Forcible Entry)

ATTORNEY OR PARTY WITHOUT ATTORNEY

NAME: Anthony Marinaccio
FIRMNAME: Marinaccio Law

STREETADDRESS: 225 W Broadway, Suite 103

CITY: Glendale

TELEPHONEO.: (818) 839-5220
EMAILADDRESS: anthony@marinacciolaw.com
ATTORNEYFOR(name): Bradford M. Martinez

STATEBAR NUMBER: 259335

STATE: CA ZIP CODE 91204
FAXNO.: (818) 638-9485

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREETADDRESS: 300 East Walnut Street

FOR COURT USE ONLY

UD -100

Electronically FILEDby
Superior Court of California,
County of Los Angeles
4/01/2025 4:00 PM
David W. Slayton,
Executive Officer /Clerk of Court,

By A. Llamas, Deputy Clerk

MAILINGADDRESS: 300 East Walnut Street
CITYANDZIPCODE. Pasadena, CA 91101
BRANCHNAME: Pasadena Courthouse
PLAINTIFF: Bradford M. Martinez, Vicki L. Martinez and Gail Diane Calhoun AKA Gail Diane Houser
DEFENDANT: Jennifer Burbank and James Burbank
DOES 1 TO 10

COMPLAINT - UNLAWFUL DETAINER *

✓ COMPLAINT AMENDED COMPLAINT (Amendment Number):

Jurisdiction (check all that apply):

CASE NUMBER:

ACTION IS A LIMITED CIVIL CASE (amount demanded does not exceed $ 35,000)
Amount demanded ✓ does not exceed $ 10,000
exceeds $10,000

1.

ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds $35,000)

25PDUD00999

ACTION IS RECLASSIFIED by this amended complaint or cross -complaint (check all that apply): from unlawful detainer to general unlimited civil (possession not in issue).
from unlawful detainer to general limited civil (possession not in issue).

PLAINTIFF (name each):
Bradford M. Martinez, Vicki L. Martinez and Gail Diane Calhoun AKA Gail Diane Houser

alleges causes of action against DEFENDANT (name each):
Jennifer Burbank, James Burbank and DOES 1-10

from limited to unlimited.
from unlimited to limited.

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

3.

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

a. The venue is the court named above because defendant named above is in possession of the premises located at (street
address, apt. no., city, zip code, and county):
518 North Stoneman Avenue, Alhambra, CA 91801 Los Angeles County

b. The premises in 3a are (check one)
(1)
(2)

C.

within the city limits of (name of city): Alhambra
within the unincorporated area of (name of county):

The premises in 3a were constructed in (approximate year): 1992

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

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

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

Form Approved for Optional Use
Judicial Council of California

UD- 100 [Rev. January1, 2024]

Page 1 of 4

COMPLAINT UNLAWFUL DETAINER

Civil Code, § 1940 et seq.
Codeof Civil Procedure, §§ 425.12. 1166
www.courts.ca.gov

PLAINTIFF: Bradford M. Martinez, Vicki L. Martinez and Gail Diane Calhoun AKA Gail [CASENUMBER:
DEFENDANT: Jennifer Burbank and James Burbank

UD - 100

6. a. On or about (date): 9/4/23
defendant (name each): Jennifer Burbank and James Burbank

other tenancy (specify): 1-year lease
other (specifyfrequency):

(1) agreedto rent the premisesas a
(2) agreed to pay rent of $
(3) agreed to pay rent on the

month-to-month tenancy
3,250.00 payable

b. This written oral

first of the month
agreement was made with

monthly
otherday (specify):

(1) plaintiff. (3) plaintiff's predecessor in interest. plaintiff'sagent. (4) Other(specify):
C.

d.

(2)

✓

(1)
(2)
(3)

The defendants not named in item 6a are
subtenants.

assignees.

Other (specify): Unknown, Unauthorizedand Unnamed Occupants
The agreement was later changed as follows (specify):

e.

f.

(1)
(2)

A copy of the written agreement, includingany addendaor attachmentsthat form the basis of this complaint, is attached and labeled Exhibit 1. (Requiredfor residential property, unlessitem 6f is checked. See Code Civ. Proc., § 1166.)
(For residential property) A copy of the written agreementis not attached because (specify reason):
the written agreement is not in the possession of the landlord or the landlord's employees or agents.
this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
The tenancydescribedin 6 (complete (a) or (b))

7.
a. ✓

8.

b.

is not subjectto the TenantProtectionAct of 2019 (Civil Code, § 1946.2). The specificsubpartsupportingwhy tenancy
is exempt is (specify): 1946.2 (2)(A)(i)
is subject to the Tenant Protection Act of 2019.
(Complete only if item 7b is checked. Check all applicable boxes.)
a.

b.

(2)

The tenancywas terminatedfor at-fault just cause (Civil Code, § 1946.2(b)(1)).

The tenancywas terminatedfor no-fault just cause (CivilCode, § 1946.2(b)(2)) and the plaintiff(check one)
waived the payment of rent for the final month of the tenancy, before the rent came due, under
section 1946.2(d)(2), in the amount of $
provideda direct paymentof one month's rent under section 1946.2(d)(3), equaling $
to (name each defendant and amount given to each):

C.

9. a.

Becausedefendant failed to vacate, plaintiff is seeking to recoverthe total amount in 8b as damages in this action. Defendant(nameeach): JenniferBurbank, JamesBurbank

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

(1) 3-day notice to pay rent or quit (5)
(2) 30 -day notice to quit

3-day notice to perform covenants or quit
(not applicable if item 7b checked)
(6)
(3) 60 -day notice to quit 3-day notice to quit under Civil Code, § 1946.2(c)
(4) 3-day notice to quit

Prior required notice to perform covenants served (date):
Other (specify):

UD-100[Rev.January1, 2024] COMPLAINT UNLAWFUL DETAINER Page 2 of 4

UD - 100

PLAINTIFF: Bradford M. Martinez, Vicki L. Martinez and Gail Diane Calhoun AKA Gail [CASENUMBER: DEFENDANT: Jennifer Burbank and James Burbank

the period stated in the notice checked in 9a expired at the end of the day.
(2) Defendants failed to comply with the requirements of the notice by that date.

9. b. (1) On (date): 3/31/25

C. All facts stated in the notice are true.
d. The notice included an election of forfeiture.

e. A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.
When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)
One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different
notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. (Check item 10c and attach a
statement providing the information required by items 9a- e and 10 for each defendant and notice.)
10. a. The notice in item 9a was served on the defendant named in item 9a as follows:

(1) By personally handing a copy to defendant on (date):
(2)

b.

C.
d.

11.
12.

13.
14.

15. ✓

16.

(4)

(5)

By leaving a copy with (name or description):
a person of suitable age and discretion, on (date):

residence

on (date):

at defendant's

business AND mailing a copy to defendant at defendant's place of residence
because defendant cannot be found at defendant's residence or usual place of business.
By posting a copy on the premises on (date): 1/30/25
AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises
on (date): 1/30/25
(a)
(b)

because defendant's residence and usual place of business cannot be ascertained OR
because no person of suitable age or discretion can be found there.
(Notfor 3-daynotice; see CivilCode, § 1946, beforeusing) By sendinga copyby certifiedor registeredmail addressed to defendant on (date):
(Not for residential tenancies; see Civil Code, § 1953, before using) In the manner specified in a written commercial lease between the parties
(Name):
was served on behalf of all defendants who signed a joint written rental agreement.
Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.

Proof of service of the notice in item 9a is attached and labeled Exhibit 3.

Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
At the time the 3-day notice to pay rent or quit was served, the amount of rent due was $

The fair rental value of the premises is $ 108.33 per day.
Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to $600 in Attachment 14.)
A written agreement between the parties provides for attorney fees.

Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and
date of passage):

17.

Plaintiff has met all applicable requirements of the ordinances.

Other allegations are stated in Attachment 17.

18. Plaintiff accepts the jurisdictional limit, if any, of the court.

UD-100 (Rev. January 1, 2024] COMPLAINT UNLAWFUL DETAINER Page 3 of 4

a.

b.

PLAINTIFF: Bradford M. Martinez, Vicki L. Martinez and Gail Diane Calhoun AKA Gail [CASENUMBER:
DEFENDANT: Jennifer Burbank and James Burbank

19. PLAINTIFF REQUESTS

possession of the premises.
costs incurredin this proceeding:

f.

C. past -due rent of $ g. ✓

d.

reasonable attorney fees.
e.

forfeiture of the agreement.
h.
i.

damages in the amount of waived rent or relocation assistance
as stated in item 8: $
damages at the rate stated in item 13 from

date: 4/1/25

for each day that defendantsremain in possession throughentry of judgment. statutory damages up to $600 for the conduct alleged in item 14.
other (specify):
For other such relief granted by the court.

20. Numberof pages attached(specify): 38

UNLAWFUL DETAINERASSISTANT (Bus. & Prof. Code, §§ 6400-6415)
21. ✓

(Complete in all cases.) An unlawful detainer assistant did not did

for compensationgive adviceor assistancewith this form. (If declarant has received any help or advicefor payfrom an unlawful detainer assistant, complete a- f.)
a. Assistant's name:
b. Street address, city, and zip code:

Date: 04/01/2025

Anthony Marinaccio
(TYPE OR PRINT NAME)

VERIFICATION

C. Telephone no.:
d. County of registration:
e. Registration no.:
f. Expires on (date):

Anthony Marinaccio
(SIGNATUREOF PLAINTIFFOR ATTORNEY)

(Use a differentverificationform if the verificationis by an attorneyorfor a corporationor partnership.)

I am the plaintiff in this proceedingand haveread this complaint. I declareunderpenaltyof perjuryunderthe laws of the State of California that the foregoing is true and correct.
Date: 04/01/2025

Bradford M. Martinez
(TYPE OR PRINT NAME)

■ Bradford Martinez

UD-100[Rev.January1. 2024]
COMPLAINT UNLAWFUL DETAINER

(SIGNATUREOF PLAINTIFF)

Page 4 of 4

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CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING

REAL ESTATE AGENCY RELATIONSHIP (As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

G
COLDWELLBANKER
REALTY

■ (If checked) Thisformis beingprovidedin connectionwitha transactionfor a leaseholdinterestexceedingoneyearasperCivil Code section2079.13(j), (k), and (I). When you enter into a discussionwith a real estate agent regardinga real estate transaction, you should from the outset understand what

SELLER'S

type of
AGENT

agency relationshipor representationyou wish to have with the agent in the transaction.

A Seller'sagent under a listing agreementwith the Seller acts as the agent for the Seller only. A Seller's agent or a subagentof that agenthas the followingaffirmativeobligations:

To the Seller: A Fiduciarydutyof utmostcare,
To the Buyer and the Seller:

integrity, honestyand loyaltyin dealingswith the Seller.
(
(b

a

)

)
A

Diligent
duty of

exercise
honest
ofreasonableskilland carein performanceof the agent'sduties. andfair dealingand goodfaith.
(c) A dutyto discloseallfactsknownto the agentmateriallyaffectingthe valueor desirabilityofthe propertythat are notknownto,
or withinthe diligentattentionand observationof, the parties. An agentis not obligatedto revealto eitherparty any confidential BUYER'S

information
AGENT

obtainedfromthe otherpartythatdoesnot involvethe affirmativedutiessetforth above.

A Buyer'sagentcan, with a Buyer'sconsent, agreeto act as agent for the Buyeronly. In these situations, the agent is not the Seller's agent, even if by agreementthe agentmay receivecompensationfor servicesrendered, eitherin full or in partfrom the Seller. An agent actingonlyfor a Buyerhasthe followingaffirmativeobligations:

To

To
the

the
Buyer

Buyer:
and

A fiduciary
the Seller

duty
:

of utmostcare, integrity, honestyandloyaltyin dealingswiththe Buyer.
(

(
b

a)
) A

Diligent
dutyof

exerciseof reasonableskilland carein performanceof the agent'sduties. honestandfair dealingand goodfaith.
(c) A dutyto discloseallfactsknowntothe agentmateriallyaffectingthevalueor desirabilityof thepropertythatarenotknownto,
or withinthe diligentattentionand observationof, the parties. An agentis not obligatedto reveal to eitherparty any confidential AGENT REPRESENTING

informationobtained
BOTH

from
SELLER

the other party that does not involvethe affirmativeduties set forth above. AND BUYER
A real estateagent, eitheractingdirectlyor through one or more salespersonsand brokerassociates, can legallybe the agentof both the

In a

Seller

dual agency

and the
situation

Buyer in a transaction, but only with the knowledgeand consent of both the Seller and the Buyer.
(a) A fiduciaryduty of

, the
utmost

agent hasthe following affirmativeobligationsto boththe Sellerand the Buyer: care, integrity, honestyand loyaltyin the dealingswith eitherthe Selleror the Buyer.

In

(b) Other dutiesto the Sellerand the Buyer as statedabove in their respectivesections. representingboth Seller and Buyer, a dual agentmay not, withoutthe express permissionof the respectiveparty, discloseto the other party confidentialinformation,

motivations including, but not limited to, facts relating to either the Buyer's or Seller's financialposition,
, bargainingposition, or otherpersonalinformationthat mayimpactprice, includingthe Seller'swillingnessto accepta price less

SELLER

than
AND

the listing
BUYER

price orthe Buyer'swillingnessto pay a price greaterthan the price offered. RESPONSIBILITIES
agent

Eitherthe purchaseagreementor a separatedocumentwill contain a confirmationof which agent is representingyou and whetherthat is representingyouexclusivelyin thetransactionor actingas a dualagent. Pleasepayattentionto thatconfirmationto makesure it accuratelyreflectsyour understandingof your agent'srole. The above dutiesof the agentin a real estate transactiondo not relieve a Selleror Buyerfrom the responsibilityto protecthis or her own interests. You should carefully read all agreementsto assure that they adequatelyexpress your understandingof the transaction. A

real estate agent is a personqualifiedto adviseaboutreal estate. If legalor tax adviceis desired, consulta competentprofessional.

If

which
you are a Buyer, you havethe dutyto exercisereasonablecareto protectyourself, includingas to thosefactsaboutthe property are knownto you or withinyour diligentattentionand observation. BothSellersandBuyersshouldstronglyconsiderobtainingtax advicefrom a competentprofessional becausethefederalandstatetax consequencesof a transactioncan be complex and subject to change.

Throughoutyour real property transactionyou may receive more than one disclosureform, depending upon the number of agents assistingin the transaction. The law requireseach agentwith whomyou havemore than a casualrelationshipto presentyou with this disclosureform. You should read its contentseach time it is presentedto you, consideringthe relationshipbetweenyou and the real estate agent in your specifictransaction. This disclosure form includes the provisions of Sections 2079.13to 2079.24, inclusive,

of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGERECEIPTOF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE. Buyer Seller■ Landlord■ Tenant Jennifer Burbank Date 9/4/23
JamesBurbankDate 914123

Buyer Seller Landlord Tenant

Agent

By ■■

Coldwell Banker Realty
Real Estate Broker(Firm)

(
Johnny Aragon DRE Lic. # 02066422 Salespersonor Broker-Associate, if any)

DRE Lic. # 00616212

Date 9/4/23

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AD REVISED 12/21 (PAGE 1 OF 2)

DISCLOSUREREGARDINGREAL ESTATE AGENCY RELATIONSHIP(AD PAGE 1 OF 2)
ColdwellBanker Realty- Pasadena, 388SLakeAve.PasadenaCA 91101 Johnny Aragon ProducedwithLoneWolf Transactions(zipFormEdition) 717 N HarwoodSt, Suite2200, Dallas, TX 75201

Phone:
(213)290-3678
www.wolf.com

Fax:
(626)440-0455

B
EQUAL HOUSING OPPORTUNITY

518NStoneman

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CIVIL CODE SECTIONS 2079.13-2079.24 (2079.16 APPEARS ON THE FRONT)
2079.13. As usedin Sections2079.7and 2079.14to 2079.24, inclusive, the followingterms havethe followingmeanings:

(a) "Agent" means a person acting under provisionsof Title 9 (commencingwith Section2295) in a real propertytransaction, and includes a person who is licensedas a real estate brokerunderChapter3 (commencingwith Section10130) of Part 1 of Division4 of the Businessand ProfessionsCode. and under whose license a listing is executedor an offer to purchaseis obtained. The agent in the real propertytransactionbears responsibilityfor that agent'ssalespersonsor broker associates who perform as agents of the agent. When a salespersonor broker associateowes a duty to any principal.

the

or to any buyer or seller who is not a principal, in a real propertytransaction, that duty is equivalentto the duty owed to that party by the brokerfor whom salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchasereal propertyfrom a seller throughan agent, or who seeks the services of an agentin more than a casual, transitory, or preliminarymanner, with the object of entering into a real propertytransaction. "Buyer" includesvendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencingwith Section1940) of Title 5, (3) a mobilehome, as definedin Section798.3, (4) vacantland, or (5) a recreationalvehicle, as definedin Section 799.29. (d) "Dual agent" meansan agent acting, either directly or througha salespersonor broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listingagreement" means a written contractbetween a seller of real propertyand an agent, by which the agent has been authorized to sell the real propertyor to find or obtain a buyer, includingrenderingother servicesfor which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation.

(g) "Listingprice" is the amountexpressedin dollarsspecifiedin the listingfor whichthe seller is willing to sell the real propertythrough the seller'sagent.

(h) "Offeringprice" is the amountexpressedin dollars specifiedin an offer to purchasefor which the buyer is willing to buy the real property. (i) "Offer to purchase" meansa writtencontractexecutedby a buyeractingthrougha buyer'sagentthat becomesthe contractfor the sale of the real propertyupon acceptanceby the seller. (j) "Real property" meansany estate specifiedby subdivision(1) or (2) of Section761 in property, and includes(1) single-family residentialproperty, (2) multiunitresidentialpropertywith more than four dwellingunits, (3) commercialreal property, (4) vacant land, (5) a groundlease coupled with improvements, or (6) a manufacturedhome as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section18008of the Healthand SafetyCode, when offeredfor sale or sold throughan agent pursuantto the authoritycontainedin Section10131.6of the Businessand ProfessionsCode. (k) "Real propertytransaction" means a transactionfor the saleof real propertyin which an agent is retainedby a buyer,

seller, or both a buyer and seller to act in that transaction, and includesa listing or an offer to purchase. (1) "Sell," "sale," or "sold" refers to a transaction for the transferof real propertyfrom the seller to the buyer and includesexchangesof real propertybetweenthe seller and buyer, transactionsfor the creationof a real property sales contract within the meaning of Section 2985, and transactionsfor the creationof a leaseholdexceeding one year's duration.

(m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includesbotha vendorand a lessorof realproperty. (n) "Buyer'sagent" meansan agentwhorepresentsa buyerin a real propertytransaction.

2079.14. A seller'sagent and buyer's agent shall providethe seller and buyer in a real propertytransactionwith a copy of the disclosureform specifiedin Section2079.16, and shall obtain a signed acknowledgmentof receiptfrom that seller and buyer, except as providedin Section2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosureform to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosureform to the buyer as soon as practicable prior to execution of the buyer'soffer to purchase. If the offer to purchaseis not preparedby the buyer's

from the

agent, the buyer's agent shall present the disclosureform to the buyer not later than the next businessday after receivingthe offer to purchase buyer. 2079.15. In any circumstancein which the selleror buyer refusesto sign an acknowledgmentof receiptpursuantto Section2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.
2079.16Reproducedon Page 1 of this AD form.

2079.17(a) As soonas practicable, the buyer'sagentshall discloseto the buyerand sellerwhetherthe agentis actingin the real propertytransactionas the buyer'sagent, or as a dual agentrepresentingboththe buyerand the seller. This relationshipshall be confirmedin the contractto purchaseand sell real propertyor in a separatewritingexecutedor acknowledgedby the seller, the buyer, and the buyer'sagent priorto or coincidentwith executionof that contractby the buyerand the seller, respectively. (b) As soon as practicable, the seller'sagent shall discloseto the sellerwhetherthe seller'sagentis acting in the real propertytransactionas the seller'sagent, or as a dual agentrepresenting both the buyerand seller. This relationshipshall be confirmedin the

with

contractto purchaseand sell real propertyor in a separatewritingexecutedor acknowledgedby the sellerand the seller'sagentprior to or coincident the execution of that contractby the seller. CONFIRMATION: (c) The confirmationrequiredby subdivisions(a) and (b) shallbe in the followingform:

Seller's Brokerage Firm

Is the broker of (check one): the seller; or boththe buyer and seller. (dual agent)

DO NOT COMPLETE. SAMPLE ONLY License Number

Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number Is (check one): the Seller'sAgent. (salespersonor brokerassociate) ■ boththe Buyer'sand Seller'sAgent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number Is the broker of (check one): the buyer; or ■ both the buyer and seller. (dual agent)

Buyer's Agent,
Is (check one):
DO NOT COMPLETE. SAMPLE ONLY License Number theBuyer'sAgent.(salespersonrbrokerassociate) boththeBuyer'sandSeller'sAgent.(dualagent)

disclosure

(d) Thedisclosures
and confirmation

andconfirmation
of

requiredby this sectionshallbe in additionto the disclosurerequiredby Section2079.14. An agent'sdutyto provide
2079.18(Repealedpursuant

representationin this sectionmay be performedby a real estatesalespersonor brokerassociateaffiliatedwith that broker.

to AB-1289).
2079.19
particular

The
agency

paymentof compensationor the obligationto pay compensationto an agentby the selleror buyeris not necessarilydeterminativeof a
commissionpaid

relationshipbetweenan agent and the seller or buyer. A listing agent and a sellingagent may agreeto share any compensationor
any such agreement

, or any right to any compensationor commissionfor which an obligation arisesas the result of a real estate transaction, and the termsof shall not necessarily be determinativeof a particular relationship.

2079.20
specifically

Nothing
prohibited

in this
by
article prevents an agentfrom selecting, as a conditionof the agent'semployment, a specificform of agency relationshipnot this article if the requirementsof Section 2079.14 and Section 2079.17 are complied with.

2079.21(a) A dualagent may not, without the expresspermissionof the seller, disclose to the buyer any confidentialinformationobtainedfrom the seller.

"

(b
Confidential

) A dual agent may not, without the express permission of the buyer, discloseto the seller any confidentialinformationobtainedfrom the buyer. (c)
impactprice,

information
such as the

" means facts relating to the client'sfinancial position, motivations, bargainingposition, or other personalinformationthat may
(d) Thissectiondoesnot alter

seller is willing to accept a price less than the listingprice or the buyeris willingto pay a pricegreaterthan the price offered.
2079.22Nothingin

in anyway the duty or responsibilityof a dualagentto anyprincipalwithrespecto confidentialinformationotherthanprice.
by an agent, that does

this
not

article
, of

precludes
itself, make

a seller'sagentfromalsobeinga buyer'sagent. If a selleror buyerin a transactionchoosesto not be represented that agent a dual agent.
the

2079.23
actwhich

A contract
is the

between
object of
theprincipalandagentmaybe modifiedor alteredto changetheagencyrelationshipat anytimebeforetheperformanceof the agencywith the written consentof the partiesto the agencyrelationship.
subagents

2079.24Nothing
, andemployees

in this article
or

shallbe construedto eitherdiminishthe duty of disclosureowedbuyersandsellersby agentsandtheirassociatelicensees,
actsgovernedby thisarticle or

to
for

relieve
any breach

agents
of

and
a
theirassociatelicensees, subagents, andemployeesfromliabilityfor theirconductin connectionwith fiduciarydutyor a duty of disclosure.
form

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, or

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AD REVISED 12/21 (PAGE 2 OF 2) EQUAL HOUSING OPPORTUNITY

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CALIFORNIA
ASSOCIATION
OF REALTORS®

RESIDENTIAL LEASE OR

MONTH -TO -MONTH RENTAL AGREEMENT (C.A.R. Form RLMM, Revised 6/23)

G

COLDWELL BANKER
REALTY
Date
and

09/04/2023 James Steven Burbank, Jennifer Burbank Bradford M. Martinez, Vicki Lynn Martinez
or Agent. or PropertyManager("HousingProvider"), agree as follows("Agreement"): PROPERTY:

1.

2.

3.

("Tenant")
Rental Property Owner, AuthorizedBroker

A. HousingProviderrentsto Tenant
518 N

and Tenantrents from HousingProvider, the real propertyand improvementsdescribedas:

B.

Stoneman Ave., Alhambra, California 91801

C.

ThePremisesareforthe sole use as a personalresidencebythe followingnamedperson(s) only: JamesStevenBurbank,

("Premises").

Jennifer Burbank, Jayden Burbank, Jameson Burbank

more

Any person
than 14

in

(

the
or ■

Premises
■ days

, other
without

than those listed in this paragraphare consideredguests. Guestsare not permittedto stay HousingProvider'swritten consent.

The
washer

following
, dryer

personal property, maintainedpursuantto paragraph 11, is included: Refrigerator, range, dishwasher,
D. The Premises may be subject

or■ (if checked) thepersonalpropertyontheattachedaddendumis included. to a local rent control ordinance
Tenant

TERM:
has

The
no

term beginson (date) 09/08/2023 ("Commencement Date"). If Tenanthas not paid all amountsthen due; (i)
calendardays after

right
giving

to possession
Tenant a

or

Notice

keys to the premisesand; (ii) this Agreementis voidableat the optionof HousingProvider, 2
to Tenant'slast known address

to Pay (C.A.R.Form PPN). Notice may be deliveredto Tenant(i) in person; (ii) by mail
with HousingProvideror it's

; or (iii) by email, if providedin Tenant'sapplicationor previouslyused by Tenant to communicate
security depositpaid.

agent. If HousingProviderelects to void the lease, HousingProvidershall refundto Tenantall rentand
(Check A or B):
A.
terminate

Month-to -
the

Month
tenancy

: This
by

Agreement
giving written

continues from the commencementdate as a month-to-monthtenancy. Tenantmay
responsiblefor payingrent

notice at least 30 days prior to the intendedterminationdate. Tenant shall be
tenancyby giving written notice

through
as

the terminationdate even if movingout early. HousingProvidermay terminatethe
B. Lease providedby law. Such notices may be given on any date.

: This Agreementshall terminateon (date) 09/08/2024 Premisesupon terminationof the Agreement, unless: (i) HousingProviderandTenanthaveextendedthisAgreementin

at 11:59pm ■ AM/ ■ PM. Tenantshallvacatethe
writing
local law

or
;

signed
or (iii) Housing

a new agreement
Provider

; (ii) mandatedby any rent increasecap or just cause evictioncontrolunder any stateor
tenancyshall be createdwhich

acceptsRent fromTenant(otherthan past due Rent), in which case a month-to-month
by HousingProviderandTenant
either party mayterminateas specifiedin paragraph2A. Rent shall be at a rate agreedto, or as allowedby law. All otherterms and conditionsof this Agreementshallremainin full force and effect.
deposit

RENT:

.

"Rent" shall meanall monetaryobligationsof Tenantto HousingProviderunderthe terms of the Agreement, exceptsecurity
A. Tenant agrees to pay $ 3,250.00

B. Rent is payable in advance on the 1st (or C.

per month for the term of the Agreement.
If CommencementDate

) day of each calendarmonth, and is delinquenton the nextday.
month'sRentin advance

falls
of Commencement

on any day otherthan the day Rent is payableunder paragraph 3B, and Tenanthas paid one full 1/30thof the monthlyrent per day

Date, Rentfor the secondcalendarmonthshallbe proratedandTenantshallpay

D. PAYMENT

for each day remainingin the proratedsecondmonth. :

(1) Rentshallbepaidby■ personal check, ■ moneyorder, ■ cashier'scheck, madepayableto
or other Zelle (

■ wire/electronicpayment to
(2) Rent shall be delivered

626) 375-5298 Paymentvia electronicappssuchas PayPalorVenmowillnot(✓ will) be accepted.
to (name) Brad Martinez (whose phone number is) (626)375-5298 at (address)

(
personally

or at any
,

other
between

location
the hours

subsequently

of
specifiedbyHousingProviderin writingto Tenant) (and if checked, rentmaybepaid on the following days and

(3)
Provider

If any payment
may,in writing

is returned

,

for non-sufficientfunds ("NSF") or becausetenant stops payment, then, afterthat: (i) Housing
or ■ cashier'scheck.

requireTenantopayRentincashforthreemonthsand(ii) allfutureRentshallbepaidby ■ moneyorder,
SECURITY

Rent payments
DEPOSIT

received
:

by HousingProvidershall be appliedto the earliestamount(s) due or past due.

E.
4.

A. Tenant
Owner of

agrees
the Premises

to pay $
,

3,250.00
or held in Owner's

as a securitydeposit. Securitydepositwill be ■ transferredto and held by the Broker's trust account. B. All or any portionof the securitydepositmaybe used, as reasonablynecessary, to: (i) cureTenant'sdefaultin paymentof Rent

Tenant

(which includes
or by a guest

Late

,

Charges
inviteeor

, NSF
licensee

fees
of

or

Tenant

other sums
; (iii)
due); (ii) repairdamage, excludingordinarywear and tear, causedby cleanPremises, if necessary, uponterminationof thetenancy; and(iv)

replace
PAYMENT

orreturn
OFLAST

personal
MONTH'S

property
RENT

or appurtenances
. If all or any

. SECURITYDEPOSITSHALLNOTBE USEDBY TENANTIN LIEUOF
reinstatethe total securitydepositwithin 5 days after

portion
written

of the securitydepositis usedduringthetenancy, Tenantagreesto
the Premises, HousingProvider shall: (1)

notice is deliveredto Tenant. Within 21 days after Tenantvacates furnish Tenant an itemized statementindicatingthe amountof any securitydeposit receivedandthe basisforits dispositionandsupportingdocumentationas requiredby CaliforniaCivilCode§ 1950.5(g); and(2)

return any remaining portion of the security deposit to Tenant.

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RLMM REVISED6/23 (PAGE1 OF 9)

Tenant'sInitials✗_■

DS DS

HousingProvidersInitials✗ BN VM

Coldwell Banker, 388

RESIDENTIAL
S.LakeAvePasadenaCA

LEASE
91101

OR MONTH-TO-MONTH RENTAL AGREEMENT(RLMM PAGE 1 OF 9)
Marisol Grier Phone: Producedwith (626)487-6849 LoneWolfTransactions(zipFormEdition) 717N HarwoodSt.Suite2200, Dallas, TX 75201 www.wolf.com

Fax: (626)440-0455

EQUAL HOUSING OPPORTUNITY

518N Stoneman

5.

D:
E.

have vacated the Premises and all ke

aspoonitomeu vý vneba shall be made out to all Tenants named on this Agreement, or as subsequently moaned.
No interest will be paid on security deposit unless required by local law.
If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by ■ personalcheck,■ money order,(X cashier'scheck, or wire/electronic payment.
Category

to 10/08/2023 (date)

Rent from 09/08/2023

*Security Deposit
Other

Total Due Payment Received

$3,250.00
$3,250.00

Balance Due Due Date Payable To

$3,250.00
$3,250.00

09/05/2023 Brad & Vicki Martinez

Other

6.

Total $6,500.00
*

$6,500.00 $6,500.00 09/05/2023

The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises,
or three months' Rent for a furnished premises, in addition to any rent for the first month paid on or before initial occupancy. This limitation does not prohibitthe payment of "advance rent" of not less than six months' rent if the term of the lease is six monthsor longer.
LATE CHARGE; RETURNED CHECKS:
A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs
and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by HousingProviderwithin 5 (or ■ _) calendar days after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $
5.000 % of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for
each additional returned check, either or both of which shall be deemed additional Rent.

or

B. HousingProviderandTenant agreethat these chargesrepresenta fair andreasonableestimateof the costsHousingProvider
may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the currentinstallment
of Rent. Housing Provider'sacceptanceof any Late Charge or NSF fee shall not constitutea waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.
7. PARKING: (Check A or B)
■ A. Parking is permitted as follows: within attached 3 car garage, 1 assigned quest spot

The right to parking ■ is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional $ per month. Parking space (s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space (s) or elsewhere on the Premises except as specified in paragraph 8.
OR ■ B. Parking is not permitted on the real property of which the Premises is a part.
8.

9.

STORAGE: (Check A or B)
A. Storage is permitted as follows: within the attached 3 car garag, except for storage closet within the 3 car garage.
The right to separate storage space is, X is not, included in the Rent charged pursuant to paragraph 3. If not included
in the Rent, storage space fee shall be an additional $ per month. Tenant shall store only personal
property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest.
Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous
waste or other inherently dangerous material, or illegal substances.
OR ■ B. Exceptfor Tenant'spersonalproperty, containedentirelywithinthe Premises, storageis not permittedonthe Premises.
UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: gas, electricity
except HOA fees, water, trash which shall be paid for by Housing Provider, or as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the CommencementDate. Housing Provider is only responsible for installing and maintainingone usable telephonejack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.
■ A. Water Submeters: Water use on the Premisesis measuredby a submeterand Tenantwill be separatelybilled for water
usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

A

B. Gas Meter: The Premises does not have a separate gas meter.
C. Electric Meter: The Premises does not have a separate electrical meter.
10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).
(Check all that apply:)
■ A. Tenant'sacknowledgmentof the conditionof these itemsis containedin an attachedstatementof condition(C.A.R.Form
MII).

Tenant'sInitialsX JB, HousingProviders InitialsX.
RLMM REVISED 6/23 (PAGE 2 OF 9)

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SCUAL HOUSIN OPPORTUNITY

RESIDENTIAL LEASE OR MONTH -TO-MONTH RENTAL AGREEMENT (RLMM PAGE 2 OF 9)
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood S1. Suite 2200, Dallas, TX 75201 www.wolf.com 518N.Stoneman

DocuSignEnvelopeID: BEBBB34E-2815-40EE-A88B-704908D522A5

Premises: 518 N StonemanAve., Alhambra, California 91801

B. (i) HousingProviderwill Deliver to Tenanta statementof condition(C.A.R.Form MII)

Date: 09/04/2023

thisAgreement; ■ priorto the Commencement Dae: ■■within3 days afterthe Commencement Dae. (ii) Tenantshall
within 3 days after executionof completeandreturnthe MII to HousingProviderwithin3 (or ■) days afterDelivery. Tenant'sfailureto returnthe MII ■ C.

within
Tenant

that
will

time

provide

shall

Housing

conclusively
Provider

be deemedTenant'sAcknowledgement of the condition as stated in the MII.
days afterCommencement Date, not

a
as

list
a contingency

of itemsthat
of

are
this
damagedornotinoperableconditionwithin3 (or ■ Agreementbut ratheras an acknowledgment ofhe condition of the Premises.

D. Other:

11. MAINTENANCEUSE AND REPORTING:

A. Tenant shall properlyuse, operate and safeguardPremises, includingif applicable, any landscaping, furniture, furnishingsand appliances, and all mechanical, electrical, gas and plumbingfixtures, carbon monoxidedetector(s) and smoke alarms, and keep them and the Premisesclean, sanitaryand well ventilated. Tenant shall be responsiblefor any additionalphone lines beyond

malfunctioning

the one line and jack that HousingProvidershall provide and maintain. Tenant shall replace any burned out or light bulbs. Tenant shall immediatelynotify HousingProvider, in writing, of any problem, malfunctionor damage with any item includingcarbon monoxidedetector(s) and smokealarmson the property. Tenantshall be chargedfor all repairs or replacementscaused by Tenant, pets, guestsor licenseesof Tenant, excludingordinarywear and tear. Tenantshall be chargedfor all damageto Premisesas a resultof failureto reporta problemin a timelymanner. Tenantshall be chargedfor repairofdrainblockagesor stoppages, unlesscausedbydefectiveplumbingpartsortreerootsinvadingsewerlines.

B.

C.

D.

E.

F.

HousingProvider■ Tenantshallwaterthegarden, landscaping, treesandshrubs, except: HousingProvider■ Tenantshallmaintainthe garden, landscaping, treesand shrubs, except:
Housing

Housing
Provider

Provider
and

X Tenant
Tenant

shall
agree

maintain
that State

planters
or

withinpatioandanypersonaladditionsuchas herbgarden, flowersetc local water use restrictionshall supersedeany obligationof Housing ProviderorTenantto wateror maintainany garden, landscaping, trees or shrubspursuantto paragraphs11B, 11C, and 11D.

Tenant'sfailure to maintainany item for whichTenant is responsibleshall give HousingProviderthe right to hire someoneto G. The

performsuch maintenanceand chargeTenantto coverthe cost of such maintenance.
followingitemsof personalpropertyare includedin thePremiseswithoutwarrantyand HousingProviderwill notmaintain,

repair or replace them:

H. Tenant understandsthat if Premises is locatedin a CommonInterestDevelopment, HousingProvidermay not haveauthority or controlover certainparts of the Premisessuch as roof, electrical, gas or plumbingfeaturesinsidecertainwalls, and 1

commonareas such as landscaping, shared parking structureor garage.

.

12. NEIGHBORHOOD

Tenant shall not use the premises to plant, grow, cultivate or sell marijuana. CONDITIONS: Tenantis advisedto satisfyhimselfor herselfas to neighborhoodor areaconditions, including,

but not limited to, schools, proximity and adequacyof law enforcement, crime statistics, proximityof registeredfelons or offenders,
fire protection, other governmentalservices, availability, adequacyand cost of any wired, wireless internetconnectionsor other telecommunications or other technologyservicesand installations, proximityto commercial, industrialor agriculturalactivities,
existing and proposedtransportation, constructionand developmentthat may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domesticanimals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of commonareas, conditionsand influencesof significanceto certainculturesand/or religions, and personalneeds, requirements and preferences of Tenant.

13. ANIMALS
Premiseswithout

: Unless

Housing

otherwise
Provider's

provided
prior

in California
writtenconsent

Civil Code
, ■
§ 54.2, or other law, no animalor pet shall be kept on or aboutthe exceptas agreedto in the attachedAnimalTermsand Conditions Addendum(C.A.R. FormATCA).

14. SMOKING:

A. (
debris

i) Tenantis responsiblefor all damagecausedby smokingincluding, but not limitedto stains, burns, odorsand removalof; (ii) Tenantacknowledgesthat in orderto removeodor causedby smoking, HousingProvidermay need to replace carpet

Suchactions

and drapes
and other

and
necessary

paint the entire
steps

premises
will

regardlessof when these items were last cleaned, replaced or repainted.

B. The Premisesor

impactthe returnof any securitydeposit.
C. NO SMOKING

common areas may be subject to a local non- smokingordinance.
commonareas

of any substanceis allowed on the Premisesor commonareas. If smoking does occur on the Premisesor, (i) Tenantis in materialbreachof this Agreement; (ii) Tenant, guests, and all othersmay be requiredto leave 15. RULES

thePremises. Smokingofthe followingsubstancesonlyis allowed: /REGULATIONS:

A. Tenant agrees to comply with all Housing Provider rules and regulationsthat are at any time posted on the Premisesor deliveredto Tenant. Tenant shall not, and shall ensure that guests, invitees and licenseesof Tenant shall not, disturb, annoy,
endangeror interferewith othertenants of the building or neighbors, or use the Premisesfor any unlawfulpurposes, under federal, stateor locallaw including, butnotlimitedto, using, manufacturing, selling, storingortransportingillicitdrugsor other B.

contraband, or violate any law or ordinance, or commit a waste or nuisanceon or about the Premises.

(If applicable, check one)

(1) HousingProvidershallprovideTenantwitha copyofthe rulesandregulationswithin days or
OR ■ (2) Tenanthasbeenprovidedwith, andacknowledges receiptof, a copyofthe rulesandregulations.

16.
A.

■ (If checked) CONDOMINIUM; PLANNEDUNITDEVELOPMENT:

governed

The Premises
by a homeowners

are a unit in
'

a

association

condominium
("HOA

, planned
")

unit development. commoninterestsubdivisionor other development. The nameofthe HOA is Tenantagreesto complywith allHOAcovenants, conditionsandrestrictions, bylaws, rulesandregulationsanddecisions("HOA

Stoneman Court

Rules"). TenantshallreimburseHousingProviderfor any finesor chargesimposedby HOA or otherauthorities, due to any violationby Tenant, or the guests or licenseesof Tenant or HousingProvidershall have the right to deductsuch amountsfrom the securitydeposit.
RLMM REVISED6/23 (PAGE 3 OF 9)

Tenant's Initials ✗_
Je 1x JB HousingProviders Initials

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RESIDENTIAL
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MONTH
(zipForm

- TO
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- MONTH RENTAL AGREEMENT(RLMM PAGE 3 OF 9)) 717N HarwoodSt, Suite2200. Dallas, TX 75201 www.wolf.com 518N Stoneman

EQUAL HOUSING OPPORTUNITY

DocuSign Envelope ID: BEBBB34E -2815-40EE -A88B -704908D522A5

Premises. 518 N Stoneman Ave., Alhambra, California 91801

09/08/2023

Date: 09/04/2023

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but
not necessarilyincludingor limitedto the front gate, pool, and recreationalfacilities. If not specifiedin paragraph 5. Tenantis
solely responsible for payment and satisfying any HOA requirements priorto or upon or after the Commencement Date.
C. (Check one)
✓ (1) Housing Provider shall provide Tenant with a copy of the HOA Ruleswithin days or
OR (2) Tenant has been provided with, and acknowledges receipt of a copy of the HOA Rules.
17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Housing Provider's prior written consent. (i) Tenant shall not make any repairs, alterations or improvementsin or about the Premises including: painting, wallpapering, adding or changing locks, installingantenna or satellite dish(es). placing signs, displaysor exhibits, or using screws, fastening devices, large nails or adhesivematerials; (II) HousingProvidershallnot be responsiblefor the costsof alterationsor repairsmade byTenant: (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.
18. KEYS; LOCKS:

A. Tenantacknowledgesreceipt of (orTenantwill receive

■2
■ 1

key(s) to Premises, X2
key(s) to mailbox,

key (s) to common area (s),

priorto the CommencementDate, orX 09/08/2023

remote control device(s) for garage door/gate opener(s).

B. Tenantacknowledgesthat locksto the Premises■ have, ■Ihavenot, beenre-keyed.
C. If Tenantre-keys existinglocks or opening devices, Tenant shall immediatelydeliver copies of all keys to HousingProvider.
Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.
19. ENTRY:

A. Tenant shall make Premises availableto Housing Provider or HousingProvider'srepresentativefor the purpose of entering to
make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors

and carbon monoxide devices, and bracing, anchoring or strappingwater heaters, or repairing dilapidationrelating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises
to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.
B. HousingProviderandTenantagreethat24-hourwrittennoticeshallbereasonableandsufficientnotice, exceptasfollows:
(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.
(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given
orally to show the Premisesto actual or prospectivepurchasers.
(3) No written notice is required if Housing Providerand Tenant orally agree to an entry for agreed services or repairs if the
date and time of entry are within one week of the oral agreement.
(4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.

C. ■ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe!
lockbox addendum (C.A.R. Form KLA).
20. PHOTOGRAPHS AND INTERNET ADVERTISING:

A. In order to effectivelymarket the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other
media to InterestedPersons. Tenant agrees that Brokermay photographor otherwiseelectronicallycaptureimages of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premisesby InterestedPersons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of
the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anythingof a personal nature which Tenant would not want to appear in any Images, including but not limited to.
family photos, documents, or other valuables.
B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other
images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once images are taken and/or put into electronicdisplay on the Internetor otherwise, neither
Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.
21. SIGNS: Tenant authorizesHousing Provider to place FOR SALE/LEASE signs on the Premises.
22. ASSIGNMENT; SUBLETTING:

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any
interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at
the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to

Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider'sconsent to any one assignment, transfer or sublease.

shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations underthis Agreement.
B. This prohibitionalso applies (does not apply) to short term, vacation, and transientrentals such as, but not limited to, those
arrangedthroughAirBnB, VRBO, HomeAway or other shortterm rental services.
C. Any violationof this prohibitionis a non-curable, material breach of this Agreement.
23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely
responsiblefor the performanceof all obligationsof Tenantunder this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant'sInitialsX
RLMM REVISED 6/23 (PAGE 4 OF 9)

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HousingProviders Initials■

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 4 OF 9)
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DocuSign Envelope ID: BEBBB34E-2815-40EE-A88B-704908D522A5

Premises: 518 N Stoneman Ave., Alhambra, California 91801
24. POSSESSION:

Date: 09/04/2023

A. (1) Tenant
Commencement

is not in
Date

possession
, such Date

of the
shall

Premises
be

. If Housing Provideris unable to deliver possessionof Premiseson
HousingProvider

extended to the date on which possession is made available to Tenant. If

Date, Tenantmay

is unableto deliverpossessionwithin5 (or ■) calendar days after agreed Commencement
and security deposit

terminatethisAgreementby giving writtennoticeto HousingProvider, and shall be refundedall Rent paid.

OR (2)
B. ■
Possessionis deemedterminated when Tenant has returned all keys to the Premises to Housing Provider. Tenantis alreadyin possessionof the Premises.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:
A.
Premises

Upontermination
, including

of this
any

Agreement, Tenant shall: (i) give HousingProviderall copiesof all keys and any openingdevicesto
personalproperty

commonareas; (ii) vacateand surrenderPremisesto HousingProvider, empty of all persons; and
specifiedin paragraph

belonging
C

to Tenant (iii) vacate any/all parking and/or storagespace; (iv) clean and deliver Premises, as
debris; (vi) give written notice
below, to HousingProviderin the same conditionas referencedin paragraph 10; (v) removeall to HousingProviderof Tenant'sforwardingaddress; and (vii)
B. All alterations/
the propertyof

improvements
HousingProvider

made
upon

by or causedto be madeby Tenant, with or withoutHousingProvider'sconsent, become condition it was in prior to any

termination. HousingProvidermay charge Tenantfor restorationof the Premisesto the alterations/

improvements.
C. Right
NTT),

to
or before

Pre-Move
the

-

expiration

Out Inspection
of this

and
Agreement

Repairs
,

: (i) Aftergiving or receivingnoticeof terminationof a tenancy(C.A.R.Form
prior to termination(C.A.R. Form NRI). If

Tenant has the right to request that an inspectionof the Premisestake place identifieddeficienciespriorto

Tenantrequestssuch an inspection, Tenant shall be given an opportunityto remedy Premisesas a result of this inspection

termination
(

, consistentwiththe termsof this Agreement. (ii) Anyrepairsor alterationsmadeto the
by Tenant or throughothers, who

collectively, "Repairs") shall be made at Tenant'sexpense. Repairsmay be performed
complywith applicable

have adequateinsuranceand licensesand are approvedby HousingProvider. The work shall
in a good, skillful manner

law
with

, including
materials

governmentalpermit, inspectionand approvalrequirements. Repairsshall be performed
restorationof appearanceor

of quality and appearancecomparableto existingmaterials. It is understoodthat exact Repairsperformed by others

cosmeticitems followingall Repairsmay not be possible. (iii) Tenant shall: (a) obtainreceiptsfor
Repairs; and (c) provide copies

; (b)
of

preparea writtenstatementindicatingthe Repairsperformedby Tenantand the date of such applywhen

receiptsand statementsto HousingProviderpriorto termination. Paragraph 25C does not
26. BREACH OF CONTRACT

the tenancyis terminatedpursuantto CaliforniaCodeof CivilProcedure§ 1161(2), (3), or (4).
terminationby Tenant prior

;
to

EARLY

completion

TERMINATION
of

: In addition to any obligationsestablishedby paragraph 25, in the event of
for lost Rent, rental commissions, advertising

the originalterm of the Agreementor any extension, Tenant shall also be responsible
Provider may withhold any such amounts
expensesand painting costs necessaryto ready Premisesfor re-rental. Housing from Tenant's security deposit. 27. TEMPORARY
Premisesfor a reasonable

RELOCATION
period

: Subject
, to

to local law, Tenant agrees, upon demandof HousingProvider, to temporarilyvacate
repairsto Premises. Tenantagrees

allowfor fumigation(or othermethods) to controlwooddestroyingpestsor organisms, or other
pest control, fumigationor otherwork

to

,

complywith all instructionsand requirementsnecessaryto preparePremisesto accommodate
Tenant shall only be entitled

includingbaggingor storageof food and medicine, and removal of perishablesand valuables.
28. DAMAGETO PREMISES

to a credit of Rent equal to the per diem Rent for the period of time Tenant is requiredto vacate Premises. accidentor other casualty

: If, by no fault of Tenant, Premisesare totally or partially damagedor destroyedby fire, earthquake,
Agreementby giving

that renderPremisestotallyor partiallyuninhabitable, either HousingProvideror Tenant mayterminatethis
The abated amount

the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable.
Provider shall promptly

shall
repair

be the
the

current

damage

monthly
,

Rent prorated on a 30-day period. If the Agreement is not terminated, Housing
Tenant'sreasonable

and Rent shall be reduced based on the extent to which the damage interfereswith
shall have the
use of Premises. If damageoccurs as a result of an act of Tenant or Tenant'sguests, only HousingProvider right of termination, and no reduction in Rent shall be made.

29. INSURANCE:
A. Tenant's
applicable

, guest's
, HOA

, invitees or licensee'spersonalpropertyand vehiclesare not insured by Housing Provider, manageror, if
other cause. Tenant

, against
is

loss or damage due to fire, theft, vandalism, rain, water, criminal or negligentacts of others, or any
loss or damage.

advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such
B. Tenant
Housing

shall
Provider's

comply with any requirementimposed on Tenant by HousingProvider'sinsurer to avoid: (i) an increasein
C. ■ Tenant
insurancepremium(or Tenantshall pay for the increasein premium); or (ii) loss of insurance. shall obtainliability insurance, in an amountnot less than $
and, if applicable, PropertyManageras additionalinsuredfor injury or damageto, or upon, the Premisesduringthe term of

naming Housing Provider
this
of this

agreement
Agreement

or any extension. Tenant shall provide HousingProvidera copy of the insurancepolicy before commencement, and a rider prior to any renewal.

30.
waterbed

WATERBEDS
insurance

/PORTABLE
policy; (

WASHERS
ii)

: Tenant shall not use or have waterbedson the Premisesunless: (i) Tenantobtainsa valid
the bedconformsto

Tenantincreasesthe securitydepositin an amountequalto one-half of onemonth'sRent; and (iii)
WashingMachine.

the floorloadcapacityof Premises. Tenantshallnotuse on the Premises■ PortableDishwasher■ Portable

32

31. WAIVER
NOTICE:

:

Notices

The waiver
may

of
be

anybreachshall not be construedas a continuingwaiverof the sameor any subsequentbreach.
Housing Provider

servedat the followingaddress, or at any other locationsubsequentlydesignated:

:
Tenant:

33. TENANT
Provideror

ESTOPPEL
HousingProvider's

CERTIFICATE
agent within

: Tenant shall executeand return a tenant estoppelcertificatedeliveredto Tenantby Housing
be deemedTenant's

3 days after its receipt (C.A.R. Form TEC). Failureto comply with this requirementshall
purchaser.

acknowledgment thatthetenantestoppelcertificateis trueand correct, andmaybe relieduponby a lenderor

RLMMREVISED6/23 (PAGE5 OF 9)

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Tenant'sInitials ✗__JB IX B HousingProviders InitialsX

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EQUAL HOUSING OPPORTUNITY

RESIDENTIALLEASEOR MONTH-TO-MONTHRENTALAGREEMENT(RLMMPAGE 5 OF 9) ProducedwithLoneWolfTransactions(zipFormEdition) 717N HarwoodSt, Suite2200.Dallas, TX 75201 www.wolf.com 518N Stoneman

DocuSign Envelope ID: BEBBB34E-2815-40EE-A88B-704908D522A5

Premises: 518 N Stoneman Ave., Alhambra, California 91801 Date: 09/04/2023

34. REPRESENTATION

A. TENANT REPRESENTATION: OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in
Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering thatinformationin Tenant's applicationis false. Duringthetenancy, HousingProvidermayrejectanysuch modificationupon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under
this Agreement.
B. HOUSINGPROVIDER REPRESENTATIONS: Housing Provider warrants that, unless otherwise specified in writing, Housing
Provider is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loansecured by the Premises; and (iii) any bankruptcyproceedingaffectingthe Premises.
35. MEDIATION :

A. Consistentwith paragraphs B and C below, HousingProviderand Tenant agreeto mediateany dispute or claim arisingbetween
them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equallyamong 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. Thefollowing matters are excluded from mediation: (i) an unlawful detainer action; (ii) thefiling or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. 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 waiver of the mediation provision.

B.

C. Housing Provider and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager
("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to
this Agreement.
36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $
provided in paragraph 35A.
37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
38. DISCLOSURES :

), except as

A. X MOLD AND DAMPNESS: Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached
booklet titled, "Information on Dampness and Mold for Renters in California " before signing this Residential Lease or Month -to-
Month Rental Agreement.
B. PERIODICPESTCONTROL: ■ Premises is a house. Tenant is responsible for periodic pest controltreatment.
C. BED BUGS: Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug
Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider
or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified

registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include eitherthe address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
E. ■ RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET: Tenant acknowledges receipt of the residential environmental
hazards booklet.

F. FLOODHAZARDDISCLOSURE: Floodinghas the potentialto causesignificantdamageto personalpropertyownedby
Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
G. ■ OTHER MATERIAL FACTS:

H. ADDITIONALDISCLOSURES: RPO shall make additionaldisclosuresregardingthe followingmattersonthe attachedRental
Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters: Mold; Asbestos; HomeownersAssociations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.

39. SERVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this Agreement, the ServicemembersCivil ReliefAct appliesto this Agreementand any effortto terminateit, as specifiedin §§ 3951and
3955 of the Act.

40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are
incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusiveexpression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous
oral agreement. If anyprovisionof this Agreementis heldto be ineffectiveorinvalid, the remainingprovisionswill neverthelessbe given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

RLMM REVISED 6/23 (PAGE 6 OF 9)

Tenant's Initials ✗
JB /

XJB Housing Providers Initials

- DS -DS

VM

RESIDENTIAL LEASE OR MONTH -TO - MONTH RENTAL AGREEMENT (RLMM PAGE 6 OF 9) Produced with Lone Wolf Transactions (zipForm Edition) 717 N MarwoodSt. Suite 2200, Dallas, TX 75201 www.lwolf.com 518N Stoneman

QUAL OPPORTUNITY

DocuSign Envelope ID: BEBBB34E-2815-40EE-A88B-704908D522A5

Premises: 518 N Stoneman Ave., Alhambra, California 91801
41. AGENCY:
A.

Date: 09/04/2023

License Number 00616212

Housing
CONFIRMATION: Thefollowingagencyrelationship(s) are herebyconfirmedforthis transaction: Provider's BrokerageFirm Coldwell Banker Realty
Housing

Is thebroker
Provider's

of (check
Agent

one): ■ theHousingProvider; or ✗ boththeTenantandHousingProvider(DualAgent).

Is
Provider's

(checkone
Agent

): ■
(Dual

the
Agent

Housing
).

Provider'sAgent. (salespersonor brokerassociate); or ■ boththe Tenant'sand Housing
Tenant's Brokerage Firm

Marisol Grier License Number 01950362

00616212 Is the broker of

Coldwell Banker Realty License Number (check one):
Tenant's Agent

theTenant; or ■ boththeTenantandHousingProvider. (DualAgent).
Johnny Aragon Is (checkone)

License Number 02066422 :
(Dual Agent).

the Tenant'sAgent. (salespersonor brokerassociate); or ✗ boththe Tenant'sand HousingProvider'sAgent

42.

B.

relationships

DISCLOSURE
(C.A.R.

: ■ (If
Form

checked
AD)

):
has

The
been

term of this Agreementexceedsone year. A disclosureregardingreal estateagency
C. TERMINATION OF AGENCY RELATIONSHIP

providedto Housing Provider and Tenant, who each acknowledgeits receipt.

:

(1)
below

Housing
, once

Provider
Housing

and
Provider

Tenantacknowledges
and

and agreesthat unlessBrokeris the propertymanager, or as specifiedin (2)
regardingthe management

Tenant enter into this Agreement, (i) Broker will not represent Owner in any manner
relationshipthat Broker may

of
have

the
with
Premises; and (ii) Any representationduties that Broker may owe to, and any agency, either Housing Provider or Tenant, is terminated.

(2)
upon

Notwithstanding
thelastto

paragraph41C(1), Broker duties and responsibilitiesto either HousingProvideror Tenantwill terminate
meansofentering

occurofthefollowing(chooseallthatapply): ■ Tenantoccupancy, ■ Deliveringto Tenantkeysor other
TENANTCOMPENSATION

thePremises
TO BROKER

, ■ Tenantwalkthrough, ■ Completionof MoveIn Inspection(C.A.R.FormMII).
as specified in a separatewritten agreement

: Upon executionof this Agreement, Tenant agreesto pay compensationto Broker between Tenant and Broker. 43.
Code

NOTICE

requires

OF RIGHT

a Housing

TO RECEIVE
Provider
FOREIGNLANGUAGE TRANSLATIONOF LEASE/RENTAL AGREEMENTS: California Civil or propertymanagerto providea tenantwith a foreignlanguagetranslationcopy of a leaseor rental

every

agreement
term of the

if
lease

the agreement
/rental needs

was negotiatedprimarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable,
numerals, and wordswith no generallyaccepted

to be translatedexcept for, among others, names, dollar amountsand dates written as non-Englishtranslation. 44. OWNER
specifiedin

COMPENSATION
a separatewritten

TO
agreement

BROKER
between

: Upon execution
Owner

of thisAgreement, Owneragreesto pay compensationto Brokeras
45. RECEIPT and Broker (C.A.R. Form LL or LCA).
46. OTHER

: If specifiedin paragraph5, HousingProvideror Broker, acknowledgesreceiptof move-in funds.
Keysafe

TERMSAND CONDITIONS; If checked, thefollowingATTACHEDdocumentsare incorporatedin thisAgreement:
✗ Lease

/LockboxAddendum(C.A.R.Form KLA); Lead-BasedPaintandLead-BasedPaintHazardsDisclosure(C.A.R.FormLPD);
HPID): X

/Rental
Parking

Mold
and Storage

and Ventilation
Disclosure

Addendum
(C.A.R.

(C.A.R.Form LRM); HousingProviderin DefaultAddendum(C.A.R.Form
Disclosure(C.A.R.Form
Form PSD); X Bed Bug Disclosure(C.A.R. Form BBD); X Tenant Flood Hazard TFHD); X Rent Cap and Just CauseAddendum(C.A.R.Form RCJC)

■ Other Documents/Addenda:

Other Terms:

47.
or

LEGALLY
51 appear

AUTHORIZED
on this Agreement

SIGNER

or

:

any

Wherever
related

the signatureor initialsof the LegallyAuthorizedSigneridentifiedin paragraphs50 describedand not in an individualcapacity,

documents, it shall be deemedto be in a representativecapacity for the entity
for which that personis actingalreadyexists

unless
and

otherwiseindicated. The LegallyAuthorizedSigner(i) representsthat the entity
Party, upon request, evidenceof

is in good standingto do businessin California, and (ii) shallDeliverto the other
CertificationOf Trust (ProbateCode

authority
§

to act in that capacity(such as but not limited to: applicable portion of the trust or 18100.5), letters testamentary, court order power of attorney, corporateresolution, or formation documentsof the businessentity).

48.

INTERPRETER/TRANSLATOR: The terms of this Agreementhave been interpretedfor Tenantinto the followinglanguage:
translatoragreement(C.A.R. Form

Housing Provider and Tenant acknowledge receipt of the attached interpreter/

ITA).

49. The Premisesis being managedby Owner, (or, if checked):

Property

HousingProvider's
Management

Brokerage
firm immediately

Firmin RealEstateBrokeragesection■ Tenant'sBrokerageFirmin RealEstateBrokerssection below
Real EstateBroker(PropertyManager)
(Agent)
Address

DRE Lic #
DRE Lic #

Telephone #

cannot

Housing
verify

Provider

representations

and Tenant
made

acknowledge
by

and agree Brokers: (a) do not guaranteethe conditionof the Premises; (b)
informationthat exceeds

others; (c) cannot providelegal or tax advice; (d) will not provideother adviceor
if Brokers are not also acting

the knowledge
as Housing

, educationor experiencerequiredto obtain a real estate license. Furthermore, Tenant should pay or HousingProvider

Provider in this Agreement, Brokers: (e) do not decidewhat rental rate a Agreement. HousingProviderand Tenant

should accept; and (f) do not decide upon the length or otherterms of this agree that they will seek legal, tax,

from appropriate professionals.

insuranceand otherdesiredassistance

Tenant'sInitials 5B Housing Providers Initials

DS DS

RLMMREVISED6/23 (PAGE7 OF 9

VM)
RESIDENTIAL
Produced

LEASE
withLoneWolf

OR MONTH-TO-MONTH RENTALAGREEMENT(RLMM PAGE 7 OF 9) Transactions(zipFormEdition) 717 N HarwoodSt, Suite2200, Dallas, TX 75201 www.wolf.com 518NStoneman

BOWAL HOUSING OPPORTUNITY

DocuSign Envelope ID: BEBBB34E -2815-40EE -A88B -704908D522A5

Premises. 518 N Stoneman Ave., Alhambra, California 91801 Date: 09/04/2023
50. Tenant agrees to rent the Premises on the above terms and conditions.

A. ■ ENTITYTENANT: (Note: If this paragraphis completed, a RepresentativeCapacitySignatureDisclosure(C.A.R.Form RCSD) is not required for the LegallyAuthorized Signers designated below.)
(1) One or moreTenantis a trust, corporation, LLC, probateestate, partnership, holdinga power of attorney or otherentity.
(2) This Agreementis beingSignedby a LegallyAuthorizedSignerin a representativecapacityand not for him/herselfas an individual. See paragraph 47 for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is:
(4) If a trust, identifyTenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee
or Doe RevocableFamily Trust).

(5) If the entityis a trustor underprobate, the followingis the full nameofthe trustor probate case, includingcase#:

B. TENANT SIGNATURE(S):

(Signature) By, J
Printed name of Tenant: James Steven Burbank

■ PrintedNameof LegallyAuthorizedSigner:
Address 405 N Madison Ave # 21
Telephone
(Signature) By,

James Burbank Date: 9/4/23

Title, if applicable,

Text (213)858-1725

City Pasadena
E-mail jamesburbank91@gmail.com

State Ca Zip 91101

Jennifer Burbank Date: 9/4/23

Title, if applicable,

Printed name of Tenant: Jennifer Burbank

■ PrintedNameofLegallyAuthorizedSigner:
Address 405 N Madison Ave # 21

Telephone Text (323)336-7829

City Pasadena
E-mail jenbarreda@yahoo.com

State Ca Zip 91101

■ IF MORETHAN TWO SIGNERS, USEAdditionalSignatureAddendum(C.A.R.FormASA).
GUARANTEE: In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned("Guarantor") does hereby: (i) guarantee unconditionallyto Housing Provider and Housing Provider's agents, successorsand assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreedto by Housing Provider and Tenant; and (iii) waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.
Guarantor (Print Name)
Guarantor
Address

Telephone Text

City
E-mail

Date

State Zip

51. Housing Provider (owner or ■ agent for owner) agrees to rent the Premises on the above terms and conditions.
A. ■ ENTITY HOUSINGPROVIDER: (Note: If this paragraphis completed, a RepresentativeCapacitySignatureDisclosure
(C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
(1) One or more Housing Provider is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or
other entity.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herselfas an individual capacity. See paragraph 47 for additional terms.
(3) The name (s) of the Legally Authorized Signer (s) is:
(4) If a trust, identify Housing Provider as trustee (s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe. co-trustee or Doe Revocable Family Trust).
(5) If the entity is a trust or under probate, the following is the full name ofthe trust or probate case, includingcase#:

B. HOUSING PROVIDER SIGNATURE (S):
(Signature) By,
Printed name of House Pain Bradford M. Martínez

■ Printed Name of Legally AuthorizedSigner:
Address 518 N Stoneman Ave.
Telephone
(Signature) By,

DocuSigned by:
Text

"Vicki Martines
Printed name of Hongder : Vicki Lynn Martinez PrintedNameof LegallyAuthorizedSigner:
Address 518 N Stoneman Ave,
Telephone Text

Date: 9/5/2023 | 11:04:59

Title, if applicable,
City Alhambra State Ca Zip 91801
E-mail brad martinez@att.net
9/5/2023 | 11:51:50 Date:

Title, if applicable,
City Alhambra
E-mail vicky martinez@att.net

State Ca Zip 91801

■ IF MORE THAN TWO SIGNERS, USE AdditionalSignatureAddendum(C.A.R. Form ASA).

RLMM REVISED 6/23 (PAGE 8 OF 9)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 8 OF 9)
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St. Suite 2200. Dallas TX 75201 www.wolf.com 518N Stoneman

EQUAL HOUSING OPPORTUNITY

DocuSign Envelope ID: BEBBB34E-2815-40EE-A88B-704908D522A5

Premises: 518N StonemanAve., Alhambra, California 91801 Date: 09/04/2023

REAL ESTATE BROKERS:
A. Real
Provider

estate
and

brokers
Tenant.
who are not alsoHousingProviderunderthis Agreementare not partiesto the AgreementbetweenHousing
B. Agency relationshipsare confirmedin paragraph 41.

C.

Broker

COOPERATING
agreesto accept

BROKER
: (i) the

COMPENSATION
amount

: ListingBrokeragreesto payCooperatingBroker(LeasingFirm) andCooperating
Property is offered for sale or lease or a

specifiedin the MLS, providedCooperatingBrokeris a Participantof the MLSin whichthe betweenListing Brokerand Cooperating

reciprocal
Broker

MLS; or (ii) (if checked) the amountspecifiedin a separatewrittenagreement

.

Tenant's Brokerage Firm Coldwell Banker Realty
By (Agent)
Address388 Lake Ave Telephone(213) (90-3678 Text

DocuSignedby: HousingProvider'sBrokerageFirm Coldwell Banker Realty

By (Agent) Marisol Grier
Address 388 SL574EE ...
Telephone (626) 487-6849 Text

City

E - mail

DRE Lic. # 00616212

Johnny Aragon DRE Lic. # 02066422 Date 14/23 Pasadena StateCA Zip
Johnny.aragon@corealty.com
DRE Lic. # 00616212
Marisol Grier DRE Lic. # 01950362 Date
City Pasadena

E-mail marisolrealtor4u@gmail.com

State CA

19/5/20231 12:46

Zip 91101-3508

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RLMM REVISED6/23 (PAGE 9 OF 9)

RESIDENTIALLEASE OR MONTH-TO-MONTHRENTALAGREEMENT(RLMM PAGE9 OF9)

EQUAL HOUSING OPPORTUNITY

ProducedwithLoneWolf Transactions(zipFormEdition)717N HarwoodSt, Suite2200, Dallas, TX 75201 www.iwolf.com 518N Stoneman

DocuSign
***** iyi

Envelope ID: BEBBB34E-2815-40EE -A88B-704908D522A5 125 WWW /TURELTUVASIC
CALIFORNIA
ASSOCIATION
OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY
(C.A.R. Form WFA, Revised 12/21)

G

COLDWELL BANKER
REALTY

("Property ").

Property Address: 518 N Stoneman Ave., Alhambra, California 91801
WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY!

At

The
the

ability
same

to communicateand conductbusinesselectronicallyis a convenienceand realityin nearlyall parts of our lives.
have been victimized

time, it has
and
providedhackers and scammersnew opportunitiesfor their criminalactivity. Manybusinesses the real estate business is no exception.

While
Emails

wiring
attempting

or electronically
to

transferringfunds is a welcomeconvenience, we all need to exerciseextremecaution
indicatethat some

induce fraudulentwire transfers have been receivedand have appeared to be legitimate. Reports
alteringsome of the

hackers
data

have been able to intercept emailedtransferinstructions, obtain accountinformationand, by
false phone

, redirectthe funds to a different account. It also appearsthat some hackerswere able to provide
providedto

numbersfor verifyingthe wiring or funds transferinstructions. In those cases, the victimcalledthe number
intended recipient

confirm

.

the instructions, and then unwittinglyauthorizeda transferto somewhereor someoneother than the
ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.

2. DO NOT EVER WIRE OR ELECTRONICALLYTRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDEDPREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.
bank

If you believe you have received questionableor suspiciouswire or funds transfer instructions, immediatelynotifyyour
, and the other party, and the Escrow Office, Landlord, or PropertyManager. The sources below, as well as others, can also provide information:
FederalBureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565 NationalWhite CollarCrime Center: http://www.nw3c.org/
On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.
Buyer /Tenant

Buyer /Tenant

gen.

DocuSignedby:

Seller/Landlord TA.

... Seller/LandlordX VickiMartinery.

73E84C38E37A4AA...

Jermifor Burbank

James Burbank

Date 9/4/23

Date 9/4/23

Bradford M. Martinez Date 8/28/2023 | 2:36:

Vicki Lynn Martinez Date 8/29/2023 | 8:32:

form

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, or

, California

any portion

Association

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525 SouthVirgilAvenue, LosAngeles, California90020

WFA REVISED 12/21 (PAGE 1 OF 1)

WIRE FRAUDAND ELECTRONICFUNDS TRANSFERADVISORY(WFA PAGE 1 OF 1)

EQUAL HOLDING OPPORTUNITY

Phone:

Producedwith (626)487-6849 LoneWolfTransactions(zipFormEdition) 717 N HarwoodSt, Suite2200, Dallas, TX 75201 www.lwolf.com

Fax: (626)440-0455

Coldwell Banker, 388S.Lake Ave PasadenaCA 91101 Marisol Grier 518N Stoneman

DocuSign Envelope ID: BEBBB34E-2815-40EE-A88B-704908D522A5

1.

2.

3.

4.

5.

6.

7

CALIFORNIA
ASSOCIATION

OF REALTORS® FAIR HOUSING AND DISCRIMINATION ADVISORY (C.A.R.Form FHDA, Revised 6/23)

prohibited

EQUAL ACCESS
by law. Resources

TO HOUSING
are available

FOR ALL
for

: All housingin Californiais availableto all persons. Discriminationas noted below is
FEDERALAND STATE LAWS PROHIBIT

thosewho haveexperiencedunequaltreatmentunderthe law.
A. FEDERALFAIR HOUSING

DISCRIMINATIONAGAINST IDENTIFIEDPROTECTEDCLASSES:
sales

ACT ("FHA") Title VIII of the Civil RightsAct; 42 U.S.C. §§ 3601-3619; Prohibitsdiscriminationin
B. CALIFORNIA

, rentalor financingof residentialhousingagainstpersonsin protectedclasses;
12996,12955

FAIR EMPLOYMENTAND HOUSINGACT ("FEHA") CaliforniaGovernmentCode ("GC") §§ 12900-
of housingopportunity

; 2 California
against

Code
persons

of Regulations
in protected

("CCR") §§ 12005-12271; Prohibitsdiscriminationin sales, rentalor financing
services as related to housing;

classesby providersof housingaccommodationand financialassistance
C.

discriminating

CALIFORNIAUNRUH
against,

CIVIL

and requires

RIGHTS
full

ACT
and

("
equal
Unruh") California Civil Code ("CC") § 51; Prohibits business establishmentsfrom accommodation, advantages, facilities, privileges, and servicesto persons in protected classes;

D. AMERICANS
on disabilityin

WITH
public

DISABILITIES
accommodations

ACT
; and

("ADA") 42 U.S.C.§§ 12181-12189; Title III of the ADA prohibitsdiscriminationbased

E.
California

OTHERFAIR
Disabled

HOUSING
Persons

LAWS
Act;

:

CC

§ 504
§§ 54-55.32

of RehabilitationAct of 197329 U.S.C. § 794; RalphCivil RightsAct CC § 51.7; POTENTIALLEGAL REMEDIESFOR UNLAWFUL

; any local city or countyfair housingordinances, as applicable.
monetarycivil fines, injunctiverelief,

DISCRIMINATION: Violations of fair housing laws may result in PROTECTEDCLASSES/CHARACTERISTICS

compensatoryand/or punitive damages and attorneyfees and costs.
based on that person's belongingto,

: Whetherspecifiedin Federalor Statelaw or both, discriminationagainstpersons following, is prohibited. Other classes, categories

associationwith, or perceivedmembershipin, certain classes or categories, such as the or restrictionsmay also apply.

Race

Age

Citizenship

Medical Condition

Ancestry Color
Sex, Sexual Orientation Gender, Gender Identity,
Gender expression

NationalOrigin
Marital Status

Immigration Status PrimaryLanguage

Disability(Mental & Physical) Genetic Information

Military /Veteran Status

Criminal History (non-
relevant convictions)

Religion
FamilialStatus(familywith
a child or children under
18)
Source of Income (e.g.,
Section8 Voucher)
Any arbitrary characteristic

THE
DISCRIMINATION

CALIFORNIA
BY

DEPARTMENT
REAL ESTATE

OF
LICENSEES

REAL ESTATE

:

REQUIRESTRAINING AND SUPERVISIONTO PREVENT HOUSING
A.
renewal

California
; Real

Business
Estate

&

Regulation

Professions
§

Code
2725(

(
f)

"B&PC") § 10170.5(a)(4) requires3 hoursof trainingon fair housingfor DRElicense
federal and state laws

requiresbrokerswho overseesalespersonsto be familiarwith the requirementsof relating to the prohibition of discrimination.

B. Violation
or suspension

of DRE
of the

regulations
licensee's

or real estate lawsagainsthousingdiscriminationby a realestatelicenseemay resultin the loss REALTOR® real estate license. B&PC §10177(1)(1); 10 CCR § 2780
practicesor in

ORGANIZATIONS
rendering

PROHIBITDISCRIMINATION: NARCodeof EthicsArticle10prohibitsdiscriminationin employment
nationalorigin, sexual orientation

real estate licenseservicesagainstany personbecauseof race, color, religion, sex, disability, familialstatus,

WHO

, or genderidentityby REALTORS®.
IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?

are

Below
most

is
likely

a non
to

-exclusive
be encountered

list of providers
in a
of housingaccommodationsor financialassistanceservicesas related to housingwho housing transaction and who must comply with fair housing laws.

• Sellers

8.

• Real estate licensees

• Mobilehomeparks
• Insurance companies

• Landlords/Housing Providers • Sublessors

• Real estate brokeragefirms • Propertymanagers • HomeownersAssociations ("HOAS");

• Government housing services

■ Banks and Mortgage lenders
• Appraisers.

EXAMPLES
DISCRIMINATORY

OF CONDUCT
EFFECT:

THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A

A. Priorto acceptanceof an offer, askingfor or offeringbuyerpersonal Those types of documentsmay

informationof lettersfrom the buyer, especiallywithphotos.
the risk of (i) actual or unconscious

inadvertentlyreveal, or be perceivedas revealing, protectedstatus informationthereby increasing
offers were rejected.

bias, and (ii) potentiallegal claimsagainst sellersand othersby prospectivebuyerswhose

B.
with

Refusing
a pool

to
to

rent
a person

(i) an upper
with

-levelunitto an elderlytenantout of concernforthe tenant'sabilityto navigatestairsor (ii) a house
EXAMPLESOF

youngchildrenout of concernfor the children'ssafety.
A. Refusing

UNLAWFULOR IMPROPERCONDUCTBASED ONA PROTECTEDCLASSOR CHARACTERISTIC:
due to a person's

to negotiate
protected

for a sale
status

, rental
;

or financingor otherwisemakea housingopportunityunavailable; failingto presentoffers
B. Refusing
particular

or
area

failing
due

to
to that

show
person's

, rent, sell
protected

orfinance
status

housing; "channeling" or "steering" a prospectivebuyerortenantto or awayfroma
C. "Blockbusting" or causing"panicselling
or becauseofthe racial, religiousor ethniccompositionoftheneighborhood; " by inducinga listing, sale or rentalbasedon the groundsof lossof valueof property,

neighborhood

increasein crime

;

, or decline in schoolquality due to the entry or prospectiveentry of people in protectedcategoriesintothe
D. Makingany statementor advertisementthat indicates any preference, limitation, or discrimination; 2023, CaliforniaAssociationof REALTORS®, Inc.
FHDA REVISED6/23 (PAGE 1 OF 2)

ColdwellBanker, 388S. LakeAve PasadenaCA 91101 Marisol Grier

FAIR HOUSING AND DISCRIMINATIONADVISORY (FHDA PAGE 1 OF 2)
Producedwith LoneWolf Transactions(zipFormEdition) 717N HarwoodSt, Suite2200, Dallas, TX 75201

Phone: (626)487-6849
www.wolf.com

Fax:
(626)440-0455

BQUAL HOUSING CIMPORTUNITY

518N Stoneman

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if
they have children or are planning to start a family);
F. Usingcriminalhistoryinformationbeforeotherwise affirmingeligibility, andwithout a legally sufficientjustification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government
subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
M. Denying a home loan or homeowner's insurance;
1. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application
requirements, applicationfees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability(such as refusing to allow
a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusingto makereasonableaccommodationin policies, rules, practices, or servicesfor a personwitha disability(suchasthe
following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional supportanimal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompaniedby the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.
10. EXAMPLES OF POSITIVE PRACTICES :

A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as
location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and
offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisementthat directly or indirectly implies preference, limitation, or
discrimination regarding any protected characteristic (such as "no children" or (English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's
application and not seek any information that may disclose any protected characteristics (such as using a summary document,
e.g. C.A.R. Form SUM -MO, to compare multiple offers on objective terms).
11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
State: https://calcivilrights.ca.gov/housing/ B.
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: https://www.dre.ca.gov/Consumers/FileComplaint.html
E. Local Association of REALTORS®. List available at: https://www.car.org/en/contactus/rosters/localassociationroster .
F. Any qualified California fair housing attorney, or if applicable, landlord -tenant attorney.
12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHAand Unruh as related to age or familial statusonly;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental
purposes, PROVIDED no real estate licensee is involved in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate
licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental
purposes, PROVIDED no real estate licensee is involved in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, Fair Housing Council v Roommate.com LLC, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race;
the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer /Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisery.

Buyer /Tenant

Buyer /Tenant

Advisory.

DocuSi SignedB
Seller/HousingProvider②DoeuSigne Seller/HousingProviderVictartines

James Steven Burbank Date

JenniferBurbankDate

Bradford M. Martinez Date

Vicki Lynn Martinez Date

9/4/23

9/4/23

9/5/2023 | 11:04:59
9/5/2023 | 11:51:50

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CALIFORNIA
ASSOCIATION
OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE
(C.A.R. Form CCPA, Revised12/22)

G

COLDWELLBANKER
REALTY

The
in 2020

California

, grants

Consumer
to California

PrivacyAct (commencingwithCivilCode§ 1798.100) ("CCPA"), as amendedby Californiavoters
with whom they

residentscertainrightsin their private, personalinformation("PI") that is collectedby companies do business. Under the CCPA, PI is defined broadlyto encompassnon-public records informationthat could reasonably

property

be linkeddirectlyor indirectlyto you. Pl couldpotentiallyincludephotographsof, or sales informationabout, your.

estate

Duringthe processof buyingand selling real estate your PI will be collectedand likely sharedwith others, includingreal
companies

licensees
, to name

, a MultipleListing Service, real estate internetwebsites, serviceproviders, lenders, and title and escrow severalpossibilities. Businessesthat are coveredby the CCPAare requiredto grant you variousrights in your Pl, includingthe rightto knowwhatPI is collected, the rightto knowwhatPI is soldor sharedand to whom, the right

right

to request
to

that the businesscorrect or delete your PI, the right to "opt out" or stop the transfer of your PI to others, andthe
rights from

limit
businesses

the use of

you

certainPl which is considered"sensitive." You mayget one or more noticesregardingyour CCPA
Pl

interactwith in a real estate transaction. However, not all businessesthat receive or share your are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a

legal obligationto maintainPl, notwithstandingyour instructionto the contrary. For instance, regardlessof whetherthey are coveredby CCPA, underCalifornialaw, brokersand MultipleListingServicesare requiredto maintaintheir recordsfor 3 years. If youwishto exerciseyourrightsunderCCPA, whereapplicable, youshouldcontactthe respectivebusinessdirectly. You can obtainmore informationaboutthe CCPA and your rightsunderthe law fromthe Stateof CaliforniaDepartment of Justice (oag.ca.gov/privacy/ccpa). Additionally, the CaliforniaPrivacyProtectionAgencyis authorizedto promulgate regulationswhichmayfurtherclarifyrequirementsof the CCPA(cppa.ca.gov/regulations/).
I/we acknowledgereceipt of a copy of this CaliforniaConsumerPrivacy Act Advisory, Disclosureand Notice.
Buyer /Seller /Landlord/Tenant

Buyer /Seller /Landlord/Tenant

Jennifer Burbank

James Burbank

DocuSignedby:

Broth
EEF12F99D58340B...

Date 9/4/23

9/4/23 Date

9/5/2023 | 11:04:59 AM 1

DocuSigned by:

Vicki Martines
-73E84C36E37A4AA...

9/5/2023 11:51:50 AM F

form

2022
, or

, California
any portion

Association
thereof, by

of

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QUALHOLDING OPPORTUNITY

CALIFORNIACONSUMERPRIVACY ACT ADVISORY (COPA PAGE 1 OF 1)

Coldwell Banker Realty- Pasadena, 3885 LakeAve. PasadenaCA 91101

JohnnyAragon Phone: (213)290-3678 Producedwith LoneWolfTransactions(zipFormEdition) 717 N HarwoodSt, Suite2200, Dallas, TX 75201

Fax: (626)440-0455
www.lwolf.com

518N Stoneman

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COLDWELL BANKER
REALTY

COLDWELL BANKER REALTY PRIVACY NOTICE FOR CALIFORNIA CONSUMERS

In this Privacy Notice for California Consumers (the "Privacy Notice " or "Notice ") we provide information for California residents about our collection and use of personal information related to our real estate brokerage and related services ("Services"). This Notice is intended to satisfy our requirement under California privacy laws, including the California Consumer Privacy Act ("CCPA"), to provide privacy notice to California residents at or before the time when we collect their personal information. This Privacy Notice supplements the information contained in our Privacy Policy, located at coldwellbankerhomes.com/privacy.

Under the CCPA, "personal information " is any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person. It does not include personal information that is exempt under the CCPA, such as publicly available data as defined by the CCPA, de-identified or aggregated consumerinformation, or informationsubjectto the Gramm-LeachBlileyAct orthe CaliforniaFinancialInformationPrivacyAct.

Categories of Personal Information Collected Our real estate business collects and receives personal information primarily for the purpose of helping you complete your real estatetransaction. We may collect personal information directly from you, automatically related to your use of our Services, as well as from third parties, such as business partners, title or escrow companies, lenders or mortgage brokers, and other third parties. Below please find the categories of personal information - as defined by the CCPA- about California residents that we
collect, sell, and /or disclose:

Identifiers

Category

Customer records (subject to
Cal. Civ. Code§ 1798.80(e)).

Protected classifications under
California or federal law

Commercial information

Internet or other similar

network activity

Geolocation information

Audio, video, and other
electronic data

Employment information

Inferences drawn from other

personal information

Description
Suchas real name, postaladdress, unique personal identifier, onlineidentifier, internet protocol(IP) address, emailaddress, SSN, driver's license number, passport number, or other
similar identifiers. *

Paper and electronic customer records containing personal information, such as name. signature, SSN, address, telephonenumber, passportnumber, driver'slicenseor state identification card number, insurance policy number (e.g., for home /title insurance), education, and employment, as well as sales information such as listing price and purchase price, or other
financial information relating to the financing of a real estate transaction (as examples,
information provided to an agent by a lender or mortgage broker; information related to the verification of a down payment typically required by a real estate purchase agreement; or information provided to an agent when a "net sheet " is created).*

Citizenship or marital status, family status, medical condition, veteran or military status, or mental capacity (as sometimes issues of capacity arise in a real estate transaction).*

Such as records of real property, products or services purchased, obtained, or considered, or other purchasing histories or tendencies, such as sales information, purchaseprice, listing price or contract terms other similar information that is received to facilitate a real property purchase transaction.

Such as internet or other electronic network activity Information including, but not limited to, browsinghistory, search history, and information regarding a consumer's interaction with an Internet website, application, or advertisement.
Precise location information about a particular individual or device.

Such as, CCTV footage, photographs, and call recordings, and other audio or visual data.

Current or recent professional or employment -related information.
Profile reflecting a person's preferences, characteristics, or attitudes, including lists of potential
buyers or sellers ("lead lists ").

*In certain real estate transactions, a title company may be required to collect certain identifying information, such social security numbers, driver's license numbers and/or passport numbers, per US Treasury department anti-money laundering rules where the buyer is an entity and purchasing without a bank loan. Our agents may assist in this process.

Purposes for Our Collection, Use and Disclosure of Personal Information
We collect and use your personal information primarily to facilitate your real estate transaction and provide our Services to
you. In doing so, we may also share certain information with third parties, such as multiple listing service companies, title or

January 2020 (2)

1

Coldwell Banker, 388S.LakeAve PasadenaCA 91101
Marisol Grier

Phone: (626)487-6849 Fax: (626)440-0455 518N Stoneman Produced with Lone Wolf Transactions(zipForm Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201 www.lwolf.com

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of

escrow

personal

companies
information

, lenders
may

or mortgagebrokers, and other businesspartnersand third parties. While our use and disclosure informationfor the purposes described

vary dependingupon the circumstances, in general we may collect, use and disclose personal below.
Purpose
Facilitatingrealestate
transactions

Providing support and
services

Analyzingand improving
our business

Advertising, marketingand
promotionalpurposes

Description

completion

In orderto facilitate
of your real

the
estate

purchase, sale or marketingof your propertyor to otherwisefacilitatethe transaction.

inquiries

To communicate
; and
with clientsand prospectiveclientsrelatingto our Services; to respond to for othercustomerserviceand supportpurposes.
To evaluateand improveour servicesand businessoperation; to conduct surveys, and other
analyze

evaluations
market

, such as customersatisfactionsurveys; to preparebenchmarkingreports and trends and comparablesales; and for other researchand analyticalpurposes.
To bettertarget our ad and marketingcampaigns; to evaluate, measure, and improvethe
may
effectivenessof our campaigns; to send you newsletters, offers, or other informationwe think interestyou; and to contactyou aboutour servicesor informationwe think may interestyou.
business

Securingand protectingour To protect and secureour business operations, assets, services, networkand informationand technologyresources; to investigate, prevent, detect and take actionregardingfraud,

third

unauthorized
party, or

access
other
, situationsinvolvingpotentialthreats to the rights or safetyof any personor unauthorizedactivities or misconduct.
Defending our legal rights

Auditing, reporting,

Includingto manageand respondto actual and potential legal disputesand claims, and to
anticipated

otherwiseestablish, defend or profectour rights or interests, includingin the context of or actual litigation with third parties.
corporategovernance, and
Includingrelatingto financial, tax andaccountingaudits; auditsandassessmentsof our operations, privacy, securityand financialcontrols, risk, and compliancewith legal obligations;

internal operations

Complyingwith legal
obligations

our general business, accounting, record keepingand legal functions; and relatedto any actual
of

or
all

contemplated
or part of our

merger
business

, acquisition, assetsaleor transfer, financing, bankruptcyor restructuring|

.

Includingto complywith the law, our legal obligationsand legal process, suchwarrants, subpoenas, court orders, and regulatoryor law enforcementrequests.

More Information Our Privacy Policy: For more informationabout out personalinformation, please

informationpractices, as well as your rights and choicesregardingyour reviewourPrivacyPolicy: www.coldwellbankerhomes.com/privacy
professionals

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and

submit
other

a request to opt out of our sale of your personal informationto third parties, such as real estate
informationby third party

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advertising
partners, go to: dataprivacy@realogy.com. Further, to opt out of the collectionof personal cookieson our Websites, go to www.privacyrights.info
Contact Us: If you have any questionsor concernsregardingour use of personal pleasecontact informationas describedin this Notice, dataprivacy@realogy.com.

Bradford M. Martinez
Print Name

DocuSignedby:

■■■

Client Signature056340B...

Vicki Lynn Martinez
Print Name
DocuSignedby:

8/28/2023| 2:36: 54i PidMartine Date ClientSignatore

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pature BB

January2020 (2)

8/29/2023 8:32:19 PI

Date

9/4/23

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Date

19/4/23

Date

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CALIFORNIA
ASSOCIATION
OF REALTORS®

CARBON MONOXIDE DETECTOR NOTICE (C.A.R. Form CMD. 4/12)

G

COLDWELL BANKER
REALTY

1.

2.

3.

4.

INSTALLATION OF CARBON MONOXIDE DETECTORS:
A.
2011

Requirements
, all existing

: California
single

law (Healthand SafetyCode §§ 13260to 13263and 17296to 17296.2) requiresthat as of July 1,
intendedfor humanoccupancy

-family dwellings
have

havecarbonmonoxidedetectorsinstalledand that all other types of dwellingunits
requirementappliesto a

carbon monoxidedetectorsinstalledon or before January 1, 2013. The January1, 2013
B. Exceptions: The

duplex, lodginghouse, dormitory, hotel, condominium, time-shareand apartment, amongothers.
appliance

law does not apply to a dwellingunit which does not have any of the following: a fossil fuel burningheateror
California,

,

the

a fireplace
Regents

,

of

or an attachedgarage. The law does not applyto dwellingunits owned or leased by the State of
are no other owner exemptions

the Universityof Californiaor local governmentagencies. Aside from these three ownertypes, there
banks, corporations

from the installationrequirement; it appliesto all ownersof dwellings, be they individual , or other entities. There is no exemptionfor REO properties.
DISCLOSURE
existenceof carbon

OF CARBON
monoxide

MONOXIDE
detectorsin

DETECTORS

a

: The Healthand SafetyCode does not requirea disclosureregardingthe
Real EstateTransferDisclosureStatement

dwelling. However, a seller of residential1-4propertywho is requiredto completea
Statement(C.A.R.FormMHTDS) mustuse
, (C.A.R.Form TDS) or a ManufacturedHomeand Mobilehome Transfer Disclosure sectionII A ofthat formto discloseif the dwellingunit has a carbonmonoxidedetector.
detectors

COMPLIANCE

in applicable

WITH INSTALLATION
properties

REQUIREMENT: State buildingcode requiresat a minimum, placementof carbonmonoxide requirementsmayapplydepending

outsideof each sleepingarea, and on each floor in a multi-leveldwellingbut additionalor different monoxidedetectorwhen required

on local buildingstandardsand manufacturerinstructions. An ownerwho fails to installa carbon
agencycould be liable for a

by law and continuesto fail to install the detectorafter being given noticeby a governmental
installedcarbonmonoxidedetectors

fine of up to $200 for each violation. A transferof a propertywhere a seller, as an owner, has not
damages of up to $ 100, plus court

,

costs

when
and

requiredto do so by law, will not be invalidated, butthe seller/ownercould be subjectto
inspector, contractor or building

attorneyfees. Buyer and Seller are each advisedto consult with their own home
advisedto consultwith a

departmentto determine the exact location for installation of carbon monoxidedetectors. Buyer is professionalof Buyer'schoosingto determinewhetherthe propertyhas carbonmonoxidedetector(s)

installedas required by law, and if not to discusswith their counselthe potentialconsequences.

requirement

LOCAL REQUIREMENTS
that a carbon monoxide

: Some localities maintain their own retrofit or point of sale requirements which may include the
city or county building and safety
detector be installed prior to a transfer of property. Therefore, it is important to check the local departmentsregarding point of sale or retrofitrequirementswhen transferringproperty.
The undersignedhereby acknowledge(s) receipt of a copy of this Carbon Monoxide Detector Notice.
- DocuSignedby:

Seller/HousingProviderX BA
Signat ■■■■■■■....
DocuSigned by:

Seller/Housing Provider VickiMartines
Buyer /Tenant
(Signatur

Buyer /Tenant
(Signature

Bradford M. Martinez
(Print Name)

Vicki Lynn Martinez
(PrintName)

Jennifer Burbank
(Print Name)

James Burbank
(Print Name)

8/28/2023 | 2:36:54 1

Date

8/29/2023 | 8:32:19 1
Date

Date2 9/4/23

Date 9/4/23

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CMD 4/12 (PAGE 1 OF 1)

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Coldwell Banker. 388S.

CARBON MONOXIDE DETECTORNOTICE (CMD PAGE 1 OF 1) LakeAve PasadenaCA 91101 Marisol Grier ProducedwithLoneWolfTransactions(zipFormEdition) 717 N HarwoodSt, Suite2200, Dallas, TX 75201

Phone. (626)487-6849 Fax:
(626)440-0455 518N Stonemon www.wolf.com

en Invalona 1-704208052285
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TAR AND SMOKE DETECTOR ASSOCIATION
OF REALTORS®

STATEMENT OF COMPLIANCE

(C.A.R. Form WHSD. Revised 11/10)

PropertyAddress: 518 N StonemanAve., Alhambra, California 91801

COLDWELL BANKER
REALTY

NOTE
other statement

: A sellerwho
of compliance

is notrequired
.

to provideoneof the followingstatementsof complianceis not necessarilyexemptfromthe obligationto providethe
WATER HEATER STATEMENT OF COMPLIANCE

1. STATE LAW: California Law requires that all new and replacementwater heaters and existing residential water heaters be braced, anchored or strappedto resist falling or horizontaldisplacementdue to earthquakemotion. "Waterheater" meansany standardwaterheater with a capacityof no more than 120 gallonsfor which a pre-engineeredstrappingkit is readilyavailable. (Healthand SafetyCode§19211d). Althoughnot specifically stated, the statute requiring a statement of compliancedoes not appearto apply to a properly installed and bolted tankless water heaterfor the following reasons: There is no tank that can overturn; Pre-engineeredstrappingkits for such devices are not readilyavailable; and Bolting already exists that would helpavoiddisplacementor breakagein the event of an earthquake.

2.

California

LOCAL REQUIREMENTS: Some local ordinancesimpose more stringentwater heater bracing, anchoring or strapping requirementsthan does Law. Therefore, it is important to check with local city or county building and safetydepartmentsregardingthe applicable water heater bracing, anchoring or strapping requirements for your property.
3. TRANSFEROR'SWRITTENSTATEMENT: CaliforniaHealth and Safety Code §19211 requiresthe seller of any real property containing a water heaterto certify, in writing, that the selleris in compliancewith CaliforniaStateLaw. If the Propertyis a manufacturedor mobilehome, Sellershall also file a requiredStatementwith the Departmentof Housingand CommunityDevelopment.
4. CERTIFICATION: Sellerrepresentsthat the Property, as of the CloseOf Escrow, will be in compliancewith Healthand SafetyCode§19211by havingDocuSigned thewater by: heater(s) braced, anchoredor strappedin place, in accordancewith thoserequirements.

Seller 11.
DocuSignature)

Seller Vicki Martineg.

-73840383Signature)

Bradford M. Martinez
(Print Name)
Vicki Lynn Martinez
(Print Name)

Theundersignedherebyacknowledge(s) receiptof a copyofthisdocument.
Buyer

Buyer

(Signature)

Signature)

Jennifer Bunank
(Print Name).
ames Burbank
Print Name)

SMOKE DETECTOR STATEMENT OF COMPLIANCE

Date 8/28/2023 | 2

Date 8/29/2023 | S

Date 9/4/23

Date9/4/23

1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an
(Health

operable smoke detector, approved and listed by the State Fire Marshal, installedin accordancewith the State Fire Marshal'sregulations
2.

and Safety Code §13113.8) and (ii) all used manufacturedor mobilehomeshave an operable smoke detector in each sleeping room. LOCAL REQUIREMENTS: Some local ordinancesimpose more stringent smoke detector requirements than does California Law. Therefore, it is

3.

important
TRANSFEROR'S

to check
WRITTEN

withlocalcity or countybuildingandsafetydepartmentsregardingthe applicablesmokedetectorrequirementsfor your property. STATEMENT: CaliforniaHealthand Safety Code §13113.8(b) requires every transferorof any real propertycontaining a single-familydwelling, whetherthe transferis madeby sale, exchange, or realproperty salescontract(installmentsales contract), to deliverto the transferee

a manufactured

a written
or mobile

statementindicating that the transferor is in compliancewith California State Law concerningsmoke detectors. If the Propertyis
4. EXCEPTIONS

home, Seller shall also file a required Statementwith the Departmentof Housing and CommunityDevelopment(HCD).
providing a transfer

: Generally
disclosure

, a written statementof smoke detector complianceis not requiredfor transactions for which the Seller is exempt from statement.
5. CERTIFICATION
detector(s) (i)

: Seller representsthat the Property, as of the Close Of Escrow, will be in compliancewith the law by having operable smoke
Code

approved and listed by the State Fire Marshal installed in accordancewith the State Fire Marshal's regulationsHealth and Safety
sleeping
§13113.8or (ii) in compliancewith ManufacturedHousingConstructionand SafetyAct (HealthandSafety Code$18029.6) locatedin each roomfor usedmanufacturedor mobilehomesas requiredby HCDand (iii) in accordancewithapplicablelocalordinance(s).

Seller

DocuSignedby:

EEFS2F9DSignature)

SellerX Vicki Martinis
73E84C36E3gnature)

Bradford M. Martinez
(Print Name)
Vicki Lynn Martinez
(Print Name)

Date 8/28/2023 | 2

Date 8/29/2023 | 8

Date 109/4/23

Date9/4/23

The undersignedherebyacknowledge(s) receiptof a copyof thisWaterHeaterand SmokeDetectorStatementof Compliance.

Buyer

Buyer

Signature

Signature)

Jennifer Burbank
(Print Name)

James Burbank
(Print Name)
©
this

1991-2010

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, California
portionthereof

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WHSD REVISED 11/10 (PAGE 1 OF 1)

EHOUSING WATER HEATERAND SMOKE DETECTORSTATEMENTOF COMPLIANCE(WHSD PAGE 1 OF1)
Phone: (626)487-6849 Fax: Producedwith (626)440-0455 518N Stoneman LoneWolfTransactions(zipFormEdition) 717N HarwoodSt.Suite2200, Dallas, TX 75201 www.lwolf.com

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RENT CAP AND JUST CAUSE ADDENDUM
(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.) (C.A.R. Form RCJC, Revised 6/23)

in which

and Bradford M. Martinez, Vicki Lynn Martinez

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 08/25/2023_ on property known as 518 N Stoneman Ave., Alhambra, California 91801
is referred to as "Tenant "

is referred to as "Housing Provider ".

1. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code
for more information. California law also provides that after all Tenants have continuously
and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a Housing Provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for
more information .

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS *:

1. Housing that has been issued a certificate of occupancywithin the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUS and junior ADUs) within a single structure in which
one of the units was Owner occupied at the commencement and throughout the tenancy.
3. Single Family Residential property (including a condominium and units in planned developments) that is alienable
separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

■ Notice of Exemption: This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and
is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements
of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company
in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS *:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains
their principal residence at the residential real property.
2. Single -family Owner-occupied residences, including a residence in which the Owner -occupant rents or leases no
more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the
rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the
effective date of the increase.

2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in
more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not
subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after
the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. " At -Fault " Reasons:

A. Default in payment of rent.
B. Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including
but not limited to, violation of a provision of the lease after being issued a written notice to correctthe violation.

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RCJC REVISED 6/23 (PAGE 1 OF 2)

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RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 1 OF 2)
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C.
§

Maintaining
1161,

, committing, or permittingthe maintenanceof a nuisanceas describedin Code of Civil Procedure paragraph (4).
E.

D. Committingwasteas describedin Code of CivilProcedure§ 1161, paragraph(4).
from

The Tenant
the Owner

had

,

a

the

written
Tenant

lease that terminatedon or after January 1, 2020, and after a written request or demand
of similarduration

refused to execute a written extension or renewal of the lease for an additional term
of law.
with similarprovisions, providedthat those termsdo not violate§ 1946.1or any otherprovision
F. Criminal
as defined

activity
in Penal

by the
Code

Tenant
§

on the residentialreal property, includingany common areas, or any criminalthreat,
G. Assigning
422, subdivision(a), directed to any Owner or agent of the Owner of the premises. or sublettingthe premisesin violationof theTenant'slease. M. The

Civil

Tenant's
Code §§

refusal
1101.5

to
and

allow
1954

the

,

Ownerto enterthe residentialreal propertypursuantto a requestconsistentwith
1

and Health and Safety Code §§ 13113.7and 17926.1. .
J. When

Usingthe premisesfor an unlawfulpurposeas describedin Code of Civil Procedure§ 1161, paragraph(4).
of Tenant's

the Tenant
intention

fails
to

to deliverpossessionof the residentialreal propertyafterprovidingthe Ownerwrittennotice
writing

terminatethe hiring of real propertyor makes a writtenoffer to surrenderthat is acceptedin
2.

by the HousingProvider, butfailsto deliverpossessionat thetime specifiedin thatwrittennotice. " No -fault " Reasons:
A.

grandchildren

Intent to occupy the residentialreal property by the Owner or their spouse, domestic partner, children,
shall have

, parentsor grandparents(Owner/family move-in). TenantandOwnerherebyagreethatthe Owner
parentsor

the rightto terminatethe leaseif the Owner, or their spouse, domesticpartner, children, grandchildren,
the end of a

grandparents, unilaterallydecideto occupythe residentialproperty. Ownermay terminatethe leaseat
B. Withdrawal

fixed term or any time during a monthto monthtenancy by givingthe appropriatenotice.
any

of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or
C.

time during a monthto monthtenancyby givingthe appropriatenotice.
other

Unsafe
order

habitation
that necessitates
, as determinedby a governmentagency that has issued an order to vacate, or to comply, or vacatingthe residentialproperty. D.
replacement

Intentto demolish
or substantial

or substantially
modification

remodelthe residentialreal property. "Substantiallyremodel" means the
a permit that cannot be

of any structural, electrical, plumbing, or mechanicalsystem that requires
vacatethe residentialreal

accomplishedin a safe manner with the Tenant in place, and that requires Tenant to
3. Just Cause Notices

property for at least 30 days. Cosmeticimprovementsalonedo not qualify.

:

A.
that

Curable
is curable

" At -Fault
, the

"

Owner

Reasons
must

: Beforethe Owner can terminatethe tenancy for an At-Fault Just Cause violation
pursuantto Codeof Civil Procedure

first
§
providenoticeto cure givingthe Tenantan opportunityto cure the violation 1161, paragraph(3). B. Tenant

Fault Just

Payments
Cause, Owner

Pursuant
notifies

to " No -Fault" Eviction: (1) If Owner issues a terminationof tenancy under a No-
the Tenant'srent in effect at

Tenant of the right to direct paymentrelocationassistanceequal to one month of
the notice. (2) In lieu of direct

the
payment

time of the terminationand shall be providedwithin 15 calendardays of serviceof
to the rent becomingdue

, Owner may waive the paymentof rent for the final month of tenancyprior
month of tenancy.

. The notice shall state the amount of rent waived and that no rent is due for the final

*NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent

advised

cap
to

and
seek

just
counsel

cause eviction
from a

controls

qualified

, which
California

may impose additional restrictions. Housing Provider is strongly
property is located, prior to serving any notice.

real estate attorney, who is familiar with the law where the
The
checked

undersignedacknowledgea copy of this documentand agree that the terms specified in SectionsI, II(3), if, and V(3) are made a part of the lease or rental agreementspecified above.

Tenant(signature)

Tenant(signature)

Jean L

HousingProvider(signature)

HousingProvider(signature)

DocuSignedby:

GEF12F99058340... Vicki Martines

-73E84C38E37A4AA...

Jennifer Burbank

James Burbank

Date 9/4/23

Date 9/4/23

BradfordM.MartinezDate 8/28/2023 | 2:36:54

VickiLynn MartinezDate8/29/2023 | 8:32:19

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CALIFORNIA
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WATER -CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (C.A.R. Form WCMD, 12/15)

PropertyAddress: 518N Stoneman Ave., Alhambra, California 91801

1. WATER -CONSERVING PLUMBING FIXTURES

A. INSTALLATION :

G

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REALTY

(1) Requirements: (a) Single-Family Properties. California law (Civil Code §1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. (b) Multifamily and Commercial Properties. Civil Code §1101.5 requires all multifamily residential
and commercial properties built on or before January 1, 1994 to be equipped with water -conserving plumbing
fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvementincreases floor area space by more than 10 percent, or has a cost greater than $150,000, or for any room in a building which requires a building permit.

(2) Exceptions: These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensedplumber certified that, due to the age or configurationof the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or countythat has adopted a retrofitrequirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

B. Disclosure of Water-Conserving Plumbing Fixtures: Althoughthe installationof water-conservingplumbing
fixtures is not a point of sale requirement, CaliforniaCivilCode §§1101.4(singlefamilypropertiesbeginning2017) and 1101.5(multifamily and commercial properties beginning 2019) require the seller to disclose to the buyerthe requirementsconcerningwater-conservingplumbingfixturesandwhetherthe propertycontainsany noncompliant
water fixtures.

C. Noncompliant Water Fixtures: Noncompliant water fixtures are any of the following: (i) any toilet manufactured
to use more than 1.6 gallons of water per flush, (ii) any urinal manufactured to use more than one gallon of water
per flush, (iii) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute,
(iv) any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code §1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant.

2. CARBON MONOXIDE DETECTORS :

A. INSTALLATION :

(1). Requirements: California law (Health and Safety Code §§13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that ali
other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
(2). Exceptions: The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are no other owner exemptions from the installation requirement; it applies
to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

B. DISCLOSURE OF CARBON MONOXIDE DETECTORS: The Health and Safety Code does not require a
disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobile home Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section
II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

Buyer /Tenant Initials
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WCMD 12/16 (PAGE 1 OF 2)

Seller /Landlord Initials XI JX UM }
ZOUAL HOUSING COMPORTUNITY

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (WCMD PAGE 1 OF 2)
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518N Stoneman

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PropertyAddress: 518 N Stoneman Ave., Alhambra, California 91801
C.
carbon

COMPLIANCE
monoxide

WITH INSTALLATIONREQUIREMENT: Statebuildingcode requiresat a minimum, placementof
level dwelling but

detectors
additional

in applicablepropertiesoutsideof each sleepingarea, and on each floor in a multi-
manufacturerinstructions. An

or different requirementsmay apply dependingon local building standardsand
continuesto fail to install

owner who fails to install a carbon monoxidedetectorwhen required by law and
of up to $200 for each violation

the detector
. A

afterbeinggivennoticeby a governmental agencycouldbe liablefor a fine
monoxidedetectors, when

transfer of a propertywhere a seller, as an owner, has not installedcarbon
to damagesof up

requiredto do so by law, will not be invalidated, but the seller/owner couldbe subject
their own home

to $100, plus court costs and attorneyfees. Buyerand Seller are each advisedto consultwith
carbon monoxide

inspector, contractor or building department to determine the exact location for installation of
whetherthe property

detectors
has

. Buyer is advisedto consultwith a professionalof Buyer's choosingto determine
counsel
carbon monoxidedetector(s) installedas requiredby law, and if not to discusswith their the potentialconsequences.

3.
the

LOCAL REQUIREMENTS: Some localitiesmaintaintheir own retrofit or point of sale requirementswhich may include
transfer

requirement
of property

that

.

water-conservingplumbingfixturesand/or a carbonmonoxidedetectorbe installedpriorto a
regardingpoint of sale

Therefore
or retrofit
, it is importantto check the local city or county building and safety departments requirementswhen transferringproperty.
The
Monoxide

undersigned
Detector

hereby
Notice.

acknowledge(s) receipt of a copy of this Water-ConservingPlumbing Fixtures and Carbon
DocuSignedby:

Seller/Landlord> BAS

- DocuSignedby:

B

Seller/LandlordX Vicki Martines.
(Signatu

Bradford M. 8/28/2023 | 2:36:54 Martinez (Print Name)

Date

Vicki 8/29/2023 | 8:32:19 Lynn Martinez Date (Print Name)

Buyer /Tenant De BB (Signature)
Buyer /Tenant

Jennifer Burbank Date
(Print Name)

James Burbank Date"

9/4/23

9/4/23
(Signature)
(Print Name)

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EQUAL HOUSIN OPPORTUNITY

WCMD12/16 (PAGE2 OF 2)
WATER-CONSERVING

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PLUMBING

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BED BUG DISCLOSURE

California Civil Code §1954.603
(C.A.R. Form BBD, Revised 6/23)

G

COLDWELL BANKER
REALTY

The following terms and conditionsare hereby incorporatedin and made a part of the ResidentialLease or Month-to-Month Rental Agreement,OR■ ResidentialLeaseAfterSale, ■ Other

dated

in which
and

08/25/2023 on propertyknownas 518 N Stoneman Ave., Alhambra, California 91801

Bradford M. Martinez, Vicki Lynn Martinez

INFORMATION ABOUT BED BUGS:

("Agreement ").

is referred to as "Tenant "

is referred to as "Housing Provider.

1. Bed Bug Appearance: Bed bugs have six legs. Adult bed bugs haveflat bodiesabout 1/4 of an inch in length. Their color canvary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almostno color. Whena bedbugfeeds, its bodyswells, maylengthen, andbecomesbrightred, sometimesmakingit appearto be a differentinsect. Bed bugs do not fly. They can either crawl or be carriedfrom place to place on objects, people, or animals. Bed bugscanbe hardto find and identifybecausethey are tiny andtry to stayhidden.

2.

3.
4.

5.

6.

7.

8.

Life Cycleand Reproduction: An averagebed bug livesfor about10 months. Femalebed bugs layone to five eggs perday. Bed bugs grow to full adulthood in about 21 days.
Bed bugs can survive for months without feeding.

Bed Bug Bites: Becausebed bugsusuallyfeed at night, mostpeopleare bittenin their sleepand do not realizethey were bitten. A person's reaction to insect bites is an immune responseand so varies from person to person. Sometimesthe red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

Molted

Smallred to reddishbrown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
bed bug skins, white, sticky eggs, or empty eggshells.
Very heavily infested areas may have a characteristicallysweet odor.

Red, itchy bite marks, especiallyon the legs, arms, and other body parts exposed while sleeping. However, some peopledo not showbed buglesions on their bodies even though bed bugs mayhavefed on them.
For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest ManagementAssociation.

Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs. HousingProviderwill notify tenantsof any units inspectedby a pest controloperatorof the findingsby suchan operatorwithin2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestationswithin common areas.
Tenant agrees to release, indemnify, hold harmlessand forever dischargeHousingProviderand HousingProvider'semployees, agents, successorsand assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's
the

household

presence

or

of
Tenant'sguests or invitees may have at any time against HousingProvideror HousingProvider'sagents resultingfrom bedbugsdueto Tenant's failureto complywiththis BedBug Disclosure.
The
document

foregoing
.

terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this

Tenant(Signature)

Tenant(Signature)

Jennifer Burbank
Date

9/4/23

James Burbank Date 914123

DocuSigned by:

HousingProvider(Signature)X 1
Bradford M. Martinez
- Docu&ignedby:

HousingProvider(Signature) Martines
Vicki Lynn Martinez

Date 8/28/2023 | 2:36:54

Date 8/29/2023 | 8:32:19

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TENANT FLOOD HAZARD DISCLOSURE (C.A.R. Form TFHD, Revised 6/23)

GB

COLDWELL BANKER
REALTY

The
Month

following
RentalAgreement
terms and conditionsare hereby incorporatedin and made a part of the ResidentialLease or Month-to-, OR ■ ResidentialLeaseAfterSale, ■ Other dated

in which
and

08/25/2023 on property known as 518 N Stoneman Ave., Alhambra, California 91801

is referredto as ("Tenant") Bradford M. Martinez, Vicki Lynn Martinez is referredto as ("HousingProvider").
INFORMATIONABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. ThePropertyis not locatedin a special flood hazardareaor an areaof potentialflooding.
OR

a special

The Property
flood

is locatedin a specialfloodhazardareaor an area of potentialflooding. Propertyis deemedto be in hazardarea or area of potentialfloodingif any of the following scenariosapply:

A. The owner has actual knowledge of that fact.
B.
flood

The owner
hazard

has
area

received
or an
written noticefrom any publicagency statingthat the Propertyis locatedin a special area of potentialflooding.

C. The
insurance

Property
.
is located an area in which the owner's mortgageholder requires the owner to carry flood
D. The owner currently carries flood insurance.
2. The
Internet

tenant
Web

may
site

obtain
of the Office

informationabout hazards, includingflood hazards, that may affectthe Propertyfrom the of EmergencyServices, My HazardsTool (http://myhazards.caloes.ca.gov).

3.

4.

tenant

The owner's
consider

insurance
purchasing

does not coverthe loss of the tenant'spersonalpossessionsand it is recommendedthat the
fire, flood, or other risk of loss

renter's

.

insuranceand flood insuranceto insure his or her possessions from loss due to

The owner is not required to provide additionalinformationconcerningthe flood hazards to the Property and that the
tenant

information
.
providedpursuant to this section(CaliforniaGovernmentCode section 8589.45) is deemedto inform the

The
this document

foregoing
.

terms and conditions are hereby agreed to, and the undersignedacknowledgereceipt of a copy of

Tenant(Signature)

Tenant(Signature)

James Burbank Date

Jemifer Burbank Date

9/4/23

9/4/23

DocuSignedby:

HousingProvider(Signature)X BA
Bradford M. Martinez
- DocuSignedby:

HousingProvider(Signature)✗Vicki Martines
Vicki Lynn Martinez

Date 8/28/2023 | 2:36:54 F

Date 8/29/2023 | 8:32:19 F

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TFHD Revised 6/23 (PAGE 1 OF 1)

DOUAL HOUSING OPPORTUNITY

ColdwellBanker, 388S. LakeAvePasadenaCA

TENANTFLOODHAZARDDISCLOSURE(TFHDPAGE1 OF 1). 91101 Marisul Grier ProducedwithLoneWolfTransactions(zipFormEdition) 717NHarwoodSt, Suite2200, Dallas, TX 75201

Phone: (626)487-6849
www.wolf.com

Fax:
(626)440-0455 518N Stoneman

STORAGE DISCLOSU

se Lis

by allune Aviation , the yoding is.

1. Buyer/Tenant is advised to personally inspect the actual size, shape, numbering, location, and accessibility of the
actual parking space(s) or storage area(s). As vehicle sizes and shapes vary greatly, the actual size, shape, numbering, location, and accessibility of the actual parking space (s) may not accommodate Buyer's/Tenant's needs. Seller/Housing Provider and Broker(s) do not warrant that such space(s) or storage areas are suitable for Buyer/Tenant's intended use or meet any minimum requirements.
2. If the Property is located in a multi-unit building or any other planned development, the governing documents for the
Property, such as the deed, the condominium map/plan, the covenants, conditions and restrictions, tenancy -in-common agreement, or equivalent document, should contain a description and drawing of all assigned parking and storage spaces. However, the size, shape, numbering, location and accessibility of the designated parking and storage area(s) shown within the governing documents are not always accurate, even if drawn by a licensed surveyor. There may be differences between the descriptions in the governing documents and the actual size, shape, numbering, location and accessibility of the parking spaces and storage areas and between what is assigned and what is being used.
3. Seller/Housing Provider further discloses the following: Closet space in garage is not included.

DocuSignedby:

Seller/Housing Provider B

Seller/HousingProviderVickiMartine
73F84C38E37A4RA

4. Buyer /Tenant acknowledges that Buyer /Tenant has:

■

•

B

Bradford M. Martinez Date: 8/28/2023 | 2:36:

Vicki Lynn Martinez Date: 8/29/2023 | 8:32:

Reviewedthe governing documents and ensured the parking space(s) or storage area(s) are accurately identified; Read all disclosures relating to the parking space(s) or storage area(s) provided by Seller/Housing Provider; Personally inspected the size, shape, numbering, location, and accessibility of the actual parking space(s) and
storage area (s);

Determined that the parking spaces (s) or storage area(s) are suitable for Buyer's/Tenant's intended use(s). If it is
a parking space, Buyer/Tenant has inspected the parking space to ensure that it can accommodate the vehicle (s) that Buyer/Tenantintendsto park in the parkingspace;
Ensured that the governing documents provide for rights of passage to and from the parking space and storage space, if Buyer/Tenant must pass through another owner's assigned space(s) in order to access Buyer's/Tenant's parking space(s) or storage area(s); and
Has found no discrepancy between the parking space(s) or storage area(s) as shown in the governing documents and the respective actual size, shape, numbering, location, and accessibility or, if Buyer /Tenant has found such a discrepancy, Buyer/Tenant acknowledges that such discrepancy is not material to this purchase or lease.

By signing below, Buyer acknowledges Buyer has received, read, and understands this Parking and Storage

Disclosure form

Buyer /Tenant

Buyer /Tenant

Jennifer Bunbank

James Burbank

Date 9/4/23

Date 9/4/23

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PARKING AND STORAGE DISCLOSURE (PSD PAGE 1 OF 1)
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Producedwith LoneWolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: (626)440-0455
www.lwolf.com

518N Stoneman ColdwellBanker, 388S. Lake AvePasadenaCA 91101
Marisol Grier

DocuSign Envelope ID: BEBBB34E-2815-40EE-A88B-704908D522A5

CALIFORNIA
ASSOCIATION

1.

2.

3.

4.

5.

I

OF REALTORS®

WILDFIRE DISASTER ADVISORY

(For use with properties in or around areas affected by a wildfire)

(C.A.R. Form WFDA, Revised 6/22)

G

COLDWELL BANKER
REALTY

and

WILDFIRE

safetyconcerns

DISASTERS: Buyer/Lesseeis awarethat as a result of recentwildfire disastersthere are currentand unresolvedhealth
concernsrelated to the

related
rebuilding

to the
of

aftermathandclean-up of thewildfiredisasterareas, as well as unknownandpossiblefuture
not been limitedto the fire areas

infrastructurein the affectedareas of the wildfires. Unfortunately, the impact of wildfires has fires.Additionally,

themselves. Manyareas have had air qualityimpactedby smokeand air particulatesfrom distant
WILDFIRE

fires continueto occurin previouslyunaffectedareas. Fires maybe an issuethroughoutthe stateofCalifornia.
impact Buyer

DISASTER
/Lesseedecisions

CONCERNSAND ISSUES: The following non-exhaustivelist representsconcerns and issuesthat may
future. It is not intended to be,

about
nor can

purchasing
it

or leasingproperty impactedby a wildfire disaster, both currentlyand in the
impacted by a wildfire disaster; concerns
be, a check list for all issues that might arise when purchasingor leasing property and issues include, but are not limited to: A. Insurance

and the cost

related
of insurance

issuessuch
as early

as past
in the
claims, the importanceof identifyingthe insurabilityof the property, andthe availability processas possible;
C.

B.
Whether

Lot clearingcostsandrequirements; toxicmaterialsanalysis, debrisremovalrequirements;
D. Local, state

the
and

home hasbeenfire hardened, and if so to what extent, to help reducethe risk of the structurecatchingfire;
federal requirementsfor cleanupand building approvals; E. Air
Timelines
quality, soil quality, and any otherenvironmentalor personalhealthconcerns, even afterthe wildfireevent has ended;, costsandrequirementswhenobtainingrequiredpermitsfor buildingand utilitiesinstallation;

F.

G.
H.

Availability
Water

of andaccessto electricity, gas, sewerandotherpublicor privateutilityservices;
delivery/potability; septic and/or sewerdesign; requirementsand constructioncosts;
J.
Potentialredesignof streetsand infrastructureincludingpossibleeminentdomain, land condemnationand/or acquisition;

K.

Inconvenience
Impactthat federal

and

,

delays
state or
due to road constructionand unavailabilityof variousgoods, systems, or services; and local disasterdeclarationsmay have on materialsprices, costsand rents.

BUYER/LESSEEADVISORIES: Buyer/Lessee is advised:
A.
B.

To
To

checkearly in your transactionto determineif you are ableto obtaininsuranceon the property.
C. That

investigateto their own satisfactionany andall concernsof Buyer/Lesseeaboutthe intendeduse of the property.
Buyer

the
/Lessee

area

may

of the
be

wildfire disasterwill likely be under constructionfor a protractedperiod of time after a fire, and
D. That

inconvenienced bydelays, trafficcongestion, noise, dust, intermittent utilitiesavailability.
codes

due to the extraordinarycatastropheof a wildfire, theremaybe changesandvariationsin local, stateor federallaws,
E. That

, or requirementsthroughoutthe ongoingprocessof planningand rebuildingin the wildfire disasterarea.
ability

some

to afford

insurers

or
have reduced or cancelled offerings for fire insurance or increased costs that impact a Buyer/ Lessees qualify for loans or meet incomeratios for rentals.

F. That
breach

if you
of the
are not able to obtain fire insuranceand have removedproperty investigationor loan contingenciesyou may be in purchaseor rental agreement.
and

RESOURCES
not as an

: Belowis a non-exhaustivelist of potentialresourcesprovidedas a startingpointfor Buyer/Lesseeinvestigations
A. California

endorsement
Department

or guaranteethat any federal, state, county, cityor otherresourcewill providecompleteadvice. of Insurance"WildfireResource"

WildfireResources.cfm http://insurance.ca.gov/01-consumers/140-catastrophes; 1-800-927-4357
B. Governor'sOfficeof EmergencyServices"Cal OES"
CaliforniaWildfiresStatewideRecoveryResources

C. https://wildfirerecovery.caloes.ca.gov/
D.

California

CaliforniaDepartment
Departmentof Forestryand Fire ("Cal Fire") https://calfire.ca.gov/ and https://www.readyforwildfire.org/ of Transportationhttps://calsta.ca.gov/ E. CaliforniaAttorneyGeneral

F. https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1 TheAmericanInstituteof Architects"WildfireRecoveryResources"

G. Buyer/Lessee is https://aia.org/pages/165776-wildfire-recovery-resour
additional

advised to check all local municipalities(County, City, and/or Town where the property is located) for resources.
FIRE HARDENINGAND DEFENSIBLESPACE ADVISORY:
A.
minimize

California
the

law
risk

requires
of a

certain disclosuresbe made concerninga property'scompliancewith safeguardsthat may
concerning compliance

structure
with

on the property catching fire (fire hardening) and that an agreementbe reached requirements that the area surrounding structures be maintained to minimize the risk of the spread of wildfires (defensible space). The fire hardeningand defensiblespace laws only apply if, among other requirements, the property is located in either a high or very high fire hazard severity zone. If there exists a final inspection

C.A.R.Form

report
FHDS

covering
may be

fire
used

hardeningor defensiblespacecompliance, such a reportmayneedto be providedtothebuyer.

to satisfythe legal requirements. B. WHERE
space requirements

TO LOCATE

are

INFORMATION: Seller hasthe obligationto determineif compliancewiththe fire hardeninganddefensible
high fire hazardseverity

applicableto Seller and the property. It may be possibleto determineif a propertyis in a high or very
This informationmay also

zone
be
by consultingwitha naturalhazardzonedisclosurecompanyor reviewingthe company'sreport. availablethrough a local agencywhere this informationshould have been filed.
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WFDA REVISED6/22 (PAGE 1 OF 2)

Coldwell

WILDFIREDISASTERADVISORY(WFDA PAGE 1 OF 2) Banker Realty- Pasadena, 388SLakeAve.PasadenaCA 91101 JohnnyAragon ProducedwithLoneWolfTransactions(zipFormEdition) 717N HarwoodSt.Suite2200, Dallas, TX 75201

Phone: (213)290-3678

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6.

C. Even if the Property is not in either of the zones specified above, or if the Seller is unable to determine whether the Property is in either of those zones, if the Property is in or near a mountainous area, forest-covered lands, brush covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to make the disclosures because a Buyer
might consider the information material. Reports in the Seller's possession that materially affect the value and desirability of
the property shall be Delivered as provided by the agreement.

BUYER/LESSEE ACKNOWLEDGEMENT: Buyer/Lessee understands that Real Estate Agents and Real Estate Brokers have no authority or expertise for providing guidance through the process of investigating the concerns described herein. Buyer/Lesseehas
an affirmative duty to exercise reasonable care in protecting themselves.

Buyer/Lessee has read and understands this Advisory. By signing below, Buyer /Lessee acknowledges receipt of a copy of
this Advisory.

Buyer/Lessee X.
Jennifer Burbank

Buyer / Lessee X.
James Burbank

Date

Date

9/4/23

9/4123

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I found the booklet, The Homeowner'sGuide to EnvironmentalHazards and Earthquake Safety(with gas shut-off valveupdate) which includes the Federal Lead booklet and Toxic Mold Update:
Helpful
Too detailed

Not detailedenough

Clearly written
Confusing

Thebooklethelpedmeto locateearthquakeweaknessesin my home.
I havestrengthenedmy hometo resistearthquakes.
I plan to fix my home's earthquakeweaknesses.

Thebooklethelpedmefind outthatmy homedid nothaveanyearthquake weaknesses.

The year my home wasbuilt was

Comments:

We Want To Hear From You!

California SeismicSafety Commission 1900 K Street, Suite 100

1

Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the EnvironmentalHazardsand EarthquakeSafety(with gas
Rating

shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy booklet.
Property Address: 518 N Stoneman Avenue, Alhambra, CA 91801

Date 9/4/23 Time 4:09 pm
gen

Date 4/4/23 Time 4:09 pm

(Buyers signature)

Date 9/4/23

(Buyer'ssignature)

(Buyer'sAgent's signature)

Johnny Aragon
(printed name)

Jennifer Burbank
(printed name)
James Burbank
(printed name)

Coldwell Banker Realty
(Broker's name)
NOTE
paint

: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.) ALL SIGNERS SHOULD RETAIN A COPYOF THIS PAGE FOR THEIR RECORDS California

adequateto

Civil
inform

Code
the

Section
home
2079.10 states that if the HERSbooklet is providedto the Buyerby the Seller or Broker, then this booklet is deemed to be buyer about the existenceof CaliforniaHome Energy Rating Program.

Revised 09/10 Official C.A.R. * Publication 09/10
To
gas

Whom It May Concern: I have receiveda copy of the EnvironmentalHazardsand EarthquakeSafety(with
Rating

shut
booklet

- off valve

.

update)which includesthe FederalLead booklet and Toxic Mold Update, and Home Energy

PropertyAddress: 518 N StonemanAvenue, Alhambra, CA 91801

Date9/5/2023 | 159 AM PDT Broth
FFG12E99058340B

Date/ 5/ 2023 11:50 AMPDT
DocuSigned by:

(Seller's'ssignature)
Vicki Martinez

Date9/5/2023 | 12:45:Marrier Selle

Grier

(Seller's) (printed name)

Bradford M. Martinez

(printed name)
Vicki Martinez

(printed name).
Coldwell Banker Realty

(Broker's name) NOTE paint and

: For
Lead

applicable
-
transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based
ALL SIGNERS

based paint Hazards Addendum, Disclosure and Acknowledgement.) SHOULD RETAIN A COPYOF THIS PAGE FOR THEIR RECORDS California

adequateto

Civil
inform

Code
the

Section
home buyer

2079.10
about

states
the
that if the HERS booklet is providedto the Buyerby the Seller or Broker, then this bookletis deemedto be existenceof California Home Energy Rating Program.

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Information on Dampness and

Mold for Renters in California

Main points:

Living in damp or moldy buildings increases the chances of
respiratory problems like asthma.

• The critical warning signs are visible mold, water damage,
damp materials, or mold smell.

Dampness is needed for mold to grow, so if you control the
dampness, you control the mold.

• Dampness or mold indoors may make housing substandard,
per the California Health & Safety Code.

This booklet describes the increased risks to health, including specific health issues, that may result from exposures to dampness or mold in buildings. This booklet was producedin January
2021 by the California Department of Public Health (CDPH) in accordance with the 2001 Toxic Mold ProtectionAct (HSC §26148).

B

Coldwell Banker, 388S.LakeAve PasadenaCA 91101

Marisol Grier Phone: (626)487-6849 Fax: (626)440-0455 518N Stoneman Producedwith LoneWolf Transactions(zipFormEdition) 717 M HarwoodSt, Suite2200, Dallas, TX 75201 www.lwoli.com

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Health Problems from Damp or Moldy Buildings

Livingor workingin dampor moldybuildings increasesthe risk of manyharmfulhealthproblems,

including:

asthmaattacksin peoplewho alreadyhave asthma

a new asthma diagnosis

respiratory infections, such as bronchitis

breathingsymptoms, such as hay fever, sneezing, stuffynose, sorethroat, wheezing, breathing
difficulty, or cough

eczema or skin rash

Mold can affect peopledifferently. How much a

person is affected depends on how sensitive they are and on how muchthey are exposed. Dampor moldy buildingsare linkedto healthproblemsin people

they do not have allergies.

even

Signs of Dampness or Mold

Signs of dampnessor mold that may cause health problems include:

■ visible mold (regardless of color), such as on walls or ceilings, behindfurniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes

• mold odor, noticed as an earthy, musty, or moldy smell

■ visible water damage, such as water-stains or discolorationon walls or ceilings, peelingor

bubbledpaint, warpedfloors, or rottingwood

• damp or moist materials, including condensation
on windows or walls

Any one of these signs indicates increased risks to

health, andthe more that any of them arepresent, the greaterthe risk of health problems. Tests that identifythe types of mold or the amountsof mold
in buildings are not useful in telling us about the
health risks. This is why CDPH does not recommend
testingfor mold, such as measuringmold sporesin

the air.

Page 2nt 4

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522A5

Causes of Building Dampness that Can
Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

e

leaking or burst water pipes, for instance under
sinks inside walls

not enough venting to the outside by open
windows or exhaust fans in places where water is used or moisture is produced(for example, bathrooms, laundry areas, kitchens, and water heaters)

condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

.

water coming in through leaky roofs or
poorly-sealed windows, or from flooding
damp, exposed dirt in crawl spaces
outdoor surfaces that slope and drain water
toward a building, including from a downspout

Fixing Dampness and Mold Problems

The CaliforniaHealth & Safety Code (HSC §17920.3) says that when dampnessor visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is substandardand the property owner must fix the conditions. The Code excludes mold that is

"minorand foundon surfacesthat accumulatemoistureas part of their properlyfunctioningand

intended use.'

"

CDPH recommendsfixing dampness and mold problems as follows:

identifying and correcting the source of any water that may allow mold to grow
rapid drying or removal of damp materials

cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over- without fixing the source of the dampness- the mold is likely to grow again.

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Page 3 of 4

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Renters in California

The CaliforniaHealth& SafetyCoderequirespropertyownersto providea rentalunitthat is safeand healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvioussigns like water leaks underthe kitchenand bathroomsinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no workingvent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspectthere is dampness or mold:

1 Tell the property owner or manager. Early detectionand correctionof the dampness and mold problemscanreducethe risks to your health and preventthe problemfrom gettingworse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local(city or county) code enforcementagencyand ask for a codeenforcementofficerto inspect for violations. Many dampness or mold problems in rental homes are the responsibilityof the property owner and must be addressed by them. However, a code enforcementofficer may determine that dampnessor mold in a buildingresults from a tenant'sactions or inactions- for instance, not using availablebathroom ventilationduringshowers.

3. If the local inspector determinesthere is a violation, they can requirethe propertyowner to correct the problem.

Additional Resources

For generalinformationon dampnessand mold and a list of local code enforcementagencies, with a focus
on dampness and mold, see www.cdph.ca.gov/iag/mold. To see an animatedvideo series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

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CDPH

60 Day Notice to Quit

To: JAMES STEVEN BURBANK, JENNIFER BURBANK, AND ALL OTHERS IN POSSESSION. PLEASETAKE NOTICEthatyour occupancyof the PREMISESlocatedat 518 IN STONEMAN AVE., ALHAMBRA, CALIFORNIA 91801, LOS ANGELES COUNTY is herebyterminatedsixty (60) daysafterserviceuponyou of this notice.
YOU ARE HEREBYREQUIREDto vacateandmoveyour belongingsby theabovestated timeperiod. ThisNotice is beingservedpursuanto CaliforniaCivil Code1946.2(2)(A)(i) because the Landlordseeksin goodfaith to occupythe residentialreal propertyby the owner's father
Robert L. Fernandez.

YOU ARE ALSO HERBY NOTIFIED that accordingto CaliforniaCivil Code 1946.2 (A)(iv) you mayrequestproofthatthe intendedoccupantis anowneror relatedto theowneras definedin subclause(II) of clause(viii). Theproofshallbeprovideduponrequestandmayinclude an operatingagreementandothernon-publicdocuments.

YOUR FAILURE TO VACATE within saidtime periodwill resultin local proceedings againstyou to recoverpossessionof the subjectpremisesdescribedabove, attorneys' fees, court costs. and penalty damagesof $600.00 under Section 1174 of the California Code of Civil
Procedure.

NOTICE: You are entitled to relocation assistancepursuantto Civil Code Section 1946.2(d)(3). Landlordagreesto waive last month's rent.

Statelaw permitsformertenantsto reclaimabandonedpersonalpropertyleft at theformer addressof thetenant, subjectto certainconditions. You mayor maynot beableto reclaimproperty withoutincurringadditionalcosts, dependingonthecostof storingpropertyandthelengthof time beforeit is reclaimed. In general, thesecostswill be lowerthe sooneryou contactyour former landlordafterbeingnotifiedthatpropertybelongingto you wasleft behindwhenyou movedout.

January 29, 2025
Landlord: Brad Martinez

ATTORNEYOR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ANTHONYMARINACCIO(Bar #: 259335)
MARINACCIO LAW

225 W. BROADWAY; STE 103

GLENDALE, CA 91204
TELEPHONENO.: 818-839-5220

E-MAILADDRESS(Optional):
ATTORNEYFOR(Name): BRAD MARTINEZ

FAX NO. (Optional):

FOR COURT USEONLY

BRAD MARTINEZ

PLAINTIFF /PETITIONER CASE NUMBER:

:

DEFENDANT/RESPONDENT:

JAMES STEVEN BURBANK, JENNIFER BURBANK, AND ALL
OTHERS IN POSSESSION

REF. NO. ORFILENO.: Proof Of Service Of Notice

1. I, the undersigned, declarethat I servedthe Defendant(s) with the: 60 DAY NOTICE TO QUIT

2.After unsuccessfullyattemptingto personallyservetheabovedescribeddocumentsin Item 1 oneachof thenamedparties, on: 01/30/2025at 1:30 PM, I completedserviceby Servingsaiddocumentsasauthorizedby C.C.P.Section 1162(2,3) in the

manner set forth below:

To: JAMES STEVEN BURBANK, JENNIFER BURBANK and ALL UNKNOWN OCCUPANTS

On: 01/30/2025 at 1:30 PM

By postinga copy for said Defendant(s) in a conspicuousplaceon the propertythereindescribed, therebeingno personof

suitableageor discretionto befoundat anyknownplaceof residenceor businessof saidDefendant(s) andmailingacopyto saidDefendant(s) by depositingsaidcopiesin theUnitedStatesMail in a sealedenvelopewith postagefully prepaid

addressedto the Defendant(s) at the addresswhere served: 518 N. STONEMAN AVE., ALHAMBRA, CA 91801
3. Service Of Process Fees: $ 160.00

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Date: 01/30/2025

JORGE RIVERA
(TYPE OR PRINT NAME)
Flat Rate Process Service
6709 Greenleaf Ave, Suite 314
Whittier, CA 90601

(562) 693-1221 - (Job# 4146495)

Jorge Rivera
(SIGNATUREOF DECLARANT)

■ aregisteredCaliforniaprocessserver;
(i) owner employee■ independent contractor.
(II) Registration No.: 4690
(iii) County: LOS ANGELES
Proof Of Service Of Notice
FLATRATE

ProcessService

INSTRUCTIONSON HOW TO COMPLETE THE COVER SHEET CM -010 To
complete

Plaintiffs
and

and OthersFiling First Papers. If you arefilinga firstpaper(for example, a complaint) in a civil case, you must
statisticsabout

file
the

, along withyour first paper, the Civil Case Cover Sheetcontainedon page 1. Thisinformationwill be usedto compile
one box for the

types and numbers of cases filed. You must completeitems 1 through6 on the sheet. In item 1, you must check
check

case type that best describesthe case. If the case fits both a generaland a more specifictype of case listed in item 1,
To

the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action.
sheet

assist
must

you
be

in completingthe sheet, examplesof the casesthat belongundereach case type in item 1 are providedbelow. A cover
its counsel, or both

filed
to

only
sanctions
with your initial paper. Failureto file a cover sheetwith the first paperfiled in a civil casemay subjecta party, under rules 2.30 and 3.220 of the California Rules of Court.
in

To
a

Parties
sum

in Rule 3.740 Collections Cases. A "collectionscase" under rule 3.740 is definedas an action for recoveryof moneyowed
property,

stated to be certain that is not more than $25,000, exclusiveof interestand attorney'sfees, arising from a transactionin which services, or money was acquiredon credit. A collectionscase does not include an action seeking the following: (1) tort damages

attachment

, (2) punitivedamages, (3) recoveryof real property, (4) recoveryof personalproperty, or (5) a prejudgmentwrit of. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general

case

time-for
will

- service
be
requirementsand case managementrules, unless a defendantfiles a responsivepleading. A rule 3.740collections subject to the requirementsfor service and obtaininga judgment in rule 3.740.

To
case

Parties

is complex

in Complex
. If a

Cases. In complexcases only, partiesmust also use the CivilCase CoverSheet to designatewhetherthe plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by
complaint

completing
on

the
all

appropriate
parties

boxes in items 1 and 2. If a plaintiff designatesa case as complex, the cover sheet must be served with the
plaintiff's

to the action. A defendantmay file and serve no later than the time of its first appearancea joinder in the
the case is

designation
complex

, a counter-designationthatthe caseis not complex, or, if the plaintiffhas madeno designation, a designationthat.
Auto Tort

Auto (22)-PersonalInjury/Property
Damage/Wrongful Death
UninsuredMotorist (46) (if the
case involves an uninsured

motorist claim subject to
arbitration, check this item
instead of Auto)
Other PI/PD/WD (Personal Injury /
Property Damage/Wrongful Death) Tort
Asbestos (04)

AsbestosPropertyDamage
AsbestosPersonalInjury/
Wrongful Death
ProductLiability(not asbestosor
toxic/environmental) (24)
MedicalMalpractice(45)
Medical Malpractice-
Physicians& Surgeons
Other Professional Health Care
Malpractice
OtherPI/PD/WD (23)
PremisesLiability (e.g., slip
and fall)
IntentionalBodily Injury/PD/WD
(e.g., assault, vandalism)
Intentional Infliction of
Emotional Distress
Negligent Infliction of
Emotional Distress
Other PI / PD /WD

Non-PI/PD/WD (Other) Tort
Business Tort / Unfair Business
Practice(07)
Civil Rights (e.g., discrimination,
false arrest) (not civil
harassment) (08)
Defamation(e.g., slander, libel) (13)
Fraud (16)

IntellectualProperty(19)
ProfessionalNegligence(25)
Legal Malpractice
Other ProfessionalMalpractice
(not medical or legal)
OtherNon-PI/PD/WD Tort (35)
Employment
WrongfulTermination(36)
Other Employment(15)

CM-010[Rev.January1, 2024]

CASE TYPES AND EXAMPLES Contract

Breachof Contract/Warranty (06)
Breach of Rental /Lease
Contract (not unlawful detainer
or wrongful eviction)
Contract/Warranty Breach- Seller

Plaintiff(not fraud or negligence)
Negligent Breach of Contract/
Warranty

Other Breach of Contract /Warranty
Collections(e.g., money owed, open
book accounts) (09)
Collection Case - Seller Plaintiff
Other Promissory Note/Collections Case
InsuranceCoverage(not provisionally
complex) (18)
Auto Subrogation
Other Coverage
Other Contract(37)
Contractual Fraud

Other ContractDispute
RealProperty
Eminent Domain / Inverse
Condemnation (14)
Wrongful Eviction(33)

Other Real Property(e.g.. quiet title) (26)
Writ of Possessionof Real Property
Mortgage Foreclosure
Quiet Title

Other Real Property(not eminent
domain, landlord/tenant, or
foreclosure)
Unlawful Detainer

Commercial(31)
Residential (32)
Drugs(38) (if the case involvesillegal
drugs, check this item; otherwise,
report as Commercialor Residential)
Judicial Review

Asset Forfeiture (05)
PetitionRe: ArbitrationAward (11)
Writ of Mandate (02)
Writ - Administrative Mandamus
Writ - Mandamus on Limited Court
Case Matter

Writ - Other Limited Court Case Review
Other JudicialReview(39)
Review of Health Officer Order
Notice of Appeal- LaborCommissioner
Appeals

CIVIL CASE COVER SHEET

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Antitrust/Trade Regulation(03)
ConstructionDefect (10)
Claims InvolvingMass Tort (40)
SecuritiesLitigation(28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(arising from provisionally complex
case type listed above) (41)
Enforcement of Judgment
Enforcementof Judgment(20)
Abstractof Judgment(Out of County)
Confession of Judgment (non-domestic
relations)

Sister State Judgment
AdministrativeAgency Award
(not unpaid taxes)
Petition/Certification of Entry of
Judgment on Unpaid Taxes
OtherEnforcementof JudgmentCase
Miscellaneous Civil Complaint
RICO (27)
Other Complaint(not specifiedabove) (42)
Declaratory Relief Only
InjunctiveReliefOnly(non-
harassment)
Mechanics Lien

Other Commercial Complaint
Case (non-tort/non-complex)
Other Civil Complaint
(non-tort/non-complex)
Miscellaneous Civil Petition
Partnershipand Corporate
Governance(21)

OtherPetition(not specifiedabove) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest

Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Page 2 of 2

TELEPHONENO. (010)009-5220

Number

EMAILADDRESS: anthony@marinacciolaw.com
ATTORNEYFOR(Name): Bradford M. Martinez

FOR COUP ONLY

FAXNO.: (818) 838-9485 Electronically FILED by Superior Court of California,
County of Los Angeles
4/01/2025 4:00 PM
David W. Slayton,
Executive Officer / Clerk of Court,

ByA. Llamas, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREETADDRESS: 300 East Walnut Street

MAILINGADDRESS.

CITYANDZIPCODE: Pasadena, CA 91101
BRANCHNAME: Pasadena Courthouse

CASE NAME:

Martinez, et al. vs. Burbank, et al
CIVIL CASE COVER SHEET
Unlimited

(Amount
demanded

exceeds $35,000)

Limited

(Amount
demanded is

$35,000 or less)

Complex Case Designation
Counter Joinder

Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

25PDUD00999

JUDGE:
DEPT.:

Items 1-6 below must be completed (see instructions on page 2).
1. Check one box below for the case type that best describes this case:
Auto Tort

2.

Auto (22)
Uninsured motorist (46)
Other PI/PD/WD (Personal Injury /Property
Damage /Wrongful Death) Tort
Asbestos (04)

Contract

Breach of contract /warranty (06)
Rule 3.740 collections (09)
Other collections (09)
Insurance coverage (18)
Other contract (37)

Product liability (24) Real Property
Medical malpractice (45)
Other PI/PD/WD (23)
Non -PI /PD /WD (Other) Tort
Business tort /unfair business practice (07)
Civil rights (08)
Defamation (13)
Fraud (16)
Intellectual property (19)
Professional negligence (25)
Other non -PI/ PD /AWD tort (35)
Employment

Wrongful termination (36)
Other employment (15)

is

Eminent domain /Inverse

condemnation (14)
Wrongful eviction.(33)
Other real property (26)
Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38)
Judicial Review
Asset forfeiture (05)
Petition re: arbitration award (11)
Writ of mandate (02)
Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)
Antitrust/Trade regulation (03)
Construction defect (10)
Mass tort (40)
Securitieslitigation(28)
Environmental / Toxic tort (30)

Insurance coverage claims arising from the
above listed provisionally complex case
types (41)
Enforcement of Judgment
Enforcement of judgment (20)
Miscellaneous Civil Complaint
RICO (27)

Other complaint (not specified above) (42)
Miscellaneous Civil Petition

Partnership and corporate governance (21)
Other petition (not specified above) (43)

✓ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the This case
factors requiring exceptional judicial management:
a.

b.

C.

Large number of separately represented parties
Extensive motion practice raising difficult or novel
issues that will be time -consuming to resolve Substantial amount of documentary evidence

d.
e.

Large number of witnesses
Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal
court
f.

✓ monetary b. ✓

Substantial postjudgment judicial supervision
nonmonetary; declaratory or injunctive relief c. punitive

is ✓ is not a class action suit.

3. Remediessought (check all that apply): a.
4. Number of causes of action (specify): 2
5. This case

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM -015.)
Date: 04/01/2025

Anthony Marinaccio
(TYPE OR PRINT NAME)
NOTICE

Anthony Marinaccio
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

Plaintiff must file this cover sheet with the first paperfiled in the action or proceeding (except small claimscases or casesfiled
under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions. File this cover sheet in addition to any cover sheet required by local court rule.
If this case is complex underrule 3.400 et seq. of the California Rules of Court, you must serve a copyof this cover sheet on all other parties to
the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

FormAdopted for MandatoryUse
Judicial Council of California
CM-010 [Rev. January 1, 2024]

CIVIL CASE COVER SHEET

Page 1 of 2
Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740:
Cal. Standards of Judicial Administration, std. 3.10
www.courts.ca.gov

SHORT TITLE Martinez, et al. vs. Burbank, et al

CASE NUMBER

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the casetype indicated in the Civil CaseCover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case. Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District. 7. Location where petitioner resides.

2. Permissive filing in Central District. 8. Location wherein defendant / respondent functions wholly.

3. Location where cause of action arose. 9. Location where one or more of the parties reside.

4. Location where bodily injury, death or damage occurred.

5.

6.

Location where performance required, or defendant resides.

Location of property or permanently garaged vehicle.

10. Location of Labor Commissioner Office.

11. Mandatory filing location (Hub Cases- unlawful detainer, limited non-
collection, limited collection).
12. Location where defendant resides if incident occurred outside Los

Angeles County.

A
Civil Case Cover

Sheet Case Type

Auto (22)

Uninsured Motorist

(46)

Other Personal

Injury / Property
Damage / Wrongful
Death (23)

B

Type of Action
(check only one)

2201 Motor Vehicle- PersonalInjury / Property Damage/ Wrongful Death

2202 Motor Vehicle - Personal Injury / Property Damage

4601 Uninsured Motorist - Personal Injury / Property Damage / Wrongful Death

Applicable
Reasons (see
Step 3 above)
1, 4, 12

1,4,12

1, 4, 12

■ 2301 Premise Liability (e.g., dangerous conditions of property,
slip/ trip and fall, dog attach, etc.)

1,4,12

2302 Intentional Bodily Injury / Property Damage / Wrongful Death
(e.g., assault, battery, vandalism, etc.)

1,4, 12

■ 2303 Intentional Infliction of Emotional Distress 1,4

2304 Other Personal Injury / Property Damage / Wrongful Death 1, 4, 12

LASC CIV 109 Rev. 10/24

For Mandatory Use

CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION

LASC Local Rule 2.3

SHORT TITLE

Martinez, et al. vs. Burbank, et al

B

CASE NUMBER

Civil Case Cover

Sheet CaseType

Other Personal

Injury / Property
Damage/ Wrongful
Death(23)

ProductLiability
(24)

Medical Malpractice
(45)

BusinessTort (07)

Type of Action
(check only one)

2305 Elder/ DependentAdult Abuse/ ClaimsAgainstSkilled Nursing Facility

2306 Intentional Conduct - SexualAbuse Case (in any form)

2307 Construction Accidents

2308 Landlord- Tenant Habitability (e.g., bed bugs, mold, etc.)

■ 2401ProductLiability(not asbestosor toxic/ environmental)

2402 Product Liability - Song-Beverly ConsumerWarranty Act (CACivil Code§§1790-1795.8) (LemonLaw)

Applicable.
Reasons (see
Step 3 above)
1,4

1,4

1,4

1,4

1,4

1,3,5

4501 Medical Malpractice - Physicians& Surgeons

4502 Other ProfessionalHealth CareMalpractice

1,4

1,4

0701 Other Commercial/ BusinessTort (not fraud or breach of
contract)

1, 2, 3

Civil Rights (08)
0801 Civil Rights/ Discrimination 1, 2, 3.
Defamation(13)
1301 Defamation (slander / libel) 1, 2, 3

Fraud(16) ■ 1601 Fraud (no contract) 1, 2, 3
Professional

Negligence(25)

2501 Legal Malpractice 1, 2, 3

2502Other ProfessionalMalpractice(not medicalor legal)

1, 2, 3

Other (35)
■ 3501 Other Non-PersonalInjury/ PropertyDamageTort 1, 2, 3
Wrongful
Termination (36)
Other Employment
(15)

3601 Wrongful Termination 1, 2, 3

1501 Other EmploymentComplaintCase 1, 2, 3

1502LaborCommissionerAppeals 10
Breach of Contract /
Warranty (06)
(not insurance)

0601 Breach of Rental/ LeaseContract (not unlawful detainer or
wrongful eviction)

2,5

0602 Contract/ Warranty Breach - Seller Plaintiff (no 2,5
fraud/ negligence)

0603 Negligent Breachof Contract/Warranty (no fraud)

LASCCIV 109 Rev. 10/24

For Mandatory Use

0604OtherBreachof Contract/Warranty(nofraud/ negligence)

0605 Breachof Rental/ LeaseContract(COVID-19 RentalDebt)

CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION

1, 2, 5

1, 2,5

2,5

LASC Local Rule 2.3

SHORT TITLE

Martinez, et al. vs. Burbank, et al CASE NUMBER

A

Civil Case Cover

Sheet Case Type

Writ of Mandate
(02)

B

Type of Action

(checkonlyone)

■ 0201 Writ - Administrative Mandamus

■ 0202 Writ - Mandamus on Limited Court Case Matter

0203 Writ Other Limited Court Case Review

Applicable
Reasons (see
Step 3 above)
2,8

2

2

Other Judicial

Review(39)

■ 3901 Other Writ / Judicial Review 2,8

3902 Administrative Hearing

3903 ParkingAppeal

2,8

2,8
Antitrust / Trade

Regulation(03)
Asbestos(04)

0301 Antitrust /Trade Regulation 1, 2,8

0401AsbestosPropertyDamage 1, 11

0402AsbestosPersonalInjury/Wrongful Death 1, 11
Construction Defect
(10)

1001 Construction Defect 1, 2, 3

Claims Involving
MassTort (40)
SecuritiesLitigation
(28)
Toxic Tort

Environmental (30)
Insurance Coverage
Claims from

Complex Case(41)
Enforcement of

4001 Claims Involving Mass Tort 1, 2, 8

2801 Securities Litigation Case 1,2,8

3001 Toxic Tort / Environmental 1, 2, 3, 8

4101 InsuranceCoverage/ Subrogation(complex caseonly)

1, 2, 5,8

Judgment (20)

2001 Sister State Judgment

2002 Abstract of Judgment

2004AdministrativeAgencyAward(not unpaid taxes)

2,5,11

2,6

2,8

2005 Petition/ Certificatefor Entry of JudgmentUnpaid Tax 2,8

2006 Other Enforcement of Judgment Case 2,8,9
RICO(27)
2701 Racketeering (RICO) Case 1, 2, 8
Other Complaints
(not specified
above) (42)

4201 Declaratory Relief Only 1, 2,8

4202 InjunctiveReliefOnly(not domestic/ harassment)

4203 Other CommercialComplaintCase(non-tort/ noncomplex)

4204Other CivilComplaint(non-tort/ non-complex)

2,8

1, 2, 8

1, 2, 8

LASCCIV 109 Rev. 10/24
For Mandatory Use

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

LASC Local Rule 2.3

SHORT TITLE

Martinez, et al. vs. Burbank, et al

A

Civil Case Cover
Sheet Case Type

B

Type of Action
(check only one)

CASE NUMBER

Applicable
Reasons (see.
Step 3 above)
Collections(09)

0901 Collections Case - Seller Plaintiff 5,6,11

0902 Other Promissory Note / Collections Case 5, 11

0903 Collections Case- PurchasedDebt (charged off consumer
debt purchased on or after January1, 2014)

5,6, 11

5, 11 0904 Collections Case - COVID -19 Rental Debt

Insurance Coverage 1801 InsuranceCoverage(not complex)

1, 2, 5, 8
(18)
Other Contract (37)

3701 Contractual Fraud 1, 2, 3, 5

3702 Tortious Interference 1, 2, 3, 5

3703 Other Contract Dispute (not breach/ insurance/fraud/
negligence)

1, 2, 3, 8, 9

Eminent Domain /
1401 Eminent Domain / Condemnation 2,6
Inverse

Condemnation (14)
Wrongful Eviction
(33)

Number of Parcels

3301 Wrongful Eviction Case 2,6

Other Real Property
(26)

2601 Mortgage Foreclosure 2,6

2602 Quiet Title 2,6

2603 Other Real Property (not eminent domain, landlord/ tenant, foreclosure)

2,6

Unlawful Detainer

Commercial (31)

■ 3101 Unlawful Detainer - Commercial (not drugs or wrongful
eviction)

6,11

Unlawful Detainer

Residential(32)

■ 3201 Unlawful Detainer- Residential(not drugsor wrongful
eviction)

6, 11

3401 Unlawful Detainer - Post Foreclosure 2, 6, 11 Unlawful Detainer -

Post Foreclosure

(34)
Unlawful Detainer
Drugs (38)
Asset Forfeiture (05)

Petition re

Arbitration (11)

3801 Unlawful Detainer - Drugs

0501 Asset Forfeiture Case

1101 Petition to Compel/ Confirm/Vacate Arbitration

For Mandatory Use

LASCCIV 109 Rev. 10/24 CIVIL CASE COVER SHEET ADDENDUM

AND STATEMENT OF LOCATION

2, 6, 11

2,3,6

2,5

LASC Local Rule 2.3

SHORT TITLE

Martinez, et al. vs. Burbank, et al

CASE NUMBER

Civil Case Cover

Sheet Case Type

Partnership
Corporation
Governance (21)
Other Petitions (not
specified above)
(43)

B

Type of Action
(checkonly one)

2101 Partnership and Corporation Governance Case

4301 Civil Harassment with Damages

C

Applicable
Reasons (see
Step 3 above)

2,8

2,3,9

2,3,9

2,3,9

2

2,7

2,3,8

4302 Workplace Harassment with Damages

4303 Elder / Dependent Adult Abuse Case with Damages

4304 Election Contest

4305 Petition for Change of Name / Change of Gender

4306 Petition for Relief from Late Claim Law

4307 Other Civil Petition 2,9

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address
required for class action cases.)

REASON: ADDRESS:
■ 1.02.03.04.0 5.0 6.0 7.0 8. ■ 9. ■ 10. ■ 11. ■ 12. 518 North Stoneman Avenue

CITY:
Alhambra

STATE:
CA

ZIP CODE:

Anthony

Step5:CertificationofAssignment:I certifythatthiscaseisproperlyfiledinthe NortheastJudicial
Court of California, County of LosAngeles. [Code of Civ. Proc., 392 et seq., and LASCLocal Rule2.3(a)(1)(E)]

District of the Superior

04/01/2025

Dated: (818Anthony Marinaccio
(SIGNATUREOF ATTORNEY/ FILING PARTY)

PLEASEHAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR

NEW COURT CASE:

1. Original Complaint or Petition.
2.
If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM -010.

4. Civil CaseCover SheetAddendum and Statement of Location form LASCCIV109 (10/24).
5. Paymentin full of the filing fee, unlessthere is acourt orderfor waiver, partial or schedulepayments.
6. A signedorder appointing aGuardianad Litem, JudicialCouncilform CIV-011, if the plaintiff or petitioner is aminor
under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copiesof the cover sheet and this addendum must be
served along with the Summons and Complaint, or other initiating pleading in the case.

LASC CIV 109 Rev. 10/24

For Mandatory Use

CIVIL CASE COVER SHEET ADDENDUM

AND STATEMENT OF LOCATION

LASC Local Rule 2.3

PLAINTIFF: Bradford M. Martinez, Vicki L. Martinez and Gail Diane Calhoun AKA Gail [CASENUMBER:
DEFENDANT: Jennifer Burbank, James Burbank and DOES 1-10

UD - 101

4. Other allegations Plaintiff makes the following additional allegations: (State any additional allegations below, with each
allegation lettered in order, starting with (a), (b), (c), etc. If there is not enough space below, check the box below and use
form MC-025, title it Attachment 4, and letter each allegation in order.) ■ Other allegations are on form MC-025.

5. Number of pages attached (specify):

Date: 04/01/2025

Anthony Marinaccio
(TYPE OR PRINT NAME)

VERIFICATION

Anthony Marinaccio
(SIGNATURE OF PLAINTIFFOR ATTORNEY)

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

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Date: 04/01/2025

Bradford M. Martinez
(TYPE OR PRINT NAME)

♦ Bradford Martinez
(SIGNATURE)

UD-101[Rev.January1. 2024] PLAINTIFF'S MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS — UNLAWFUL DETAINER

Page 2 of 2

Important Notices about UD ODR

Unlawful Detainer Filing Deadlines: Participating in UD ODR does not change the filing deadline stated on the unlawful detainer summons or any other filing deadline. UD ODR cannot be used to file an Answer or other response to the summons and complaint.

UD ODR Deadline: The deadline for reaching an agreement through UD ODR is two (2) court days before the trial date. Parties who do not submit an agreement through UD ODR by their deadline must attend the trial unless they are dismissed or resolve their case another way. Parties may attend their trial remotely by video. https://my.lacourt.org/laccwelcome

Confidentiality: UD ODR negotiations and mediations do not become part of the case file or public record. The only people who can enter the confidential negotiation space for your case are the mediator, if the parties choose mediation, and the attorneys for parties and self-represented parties who register and are approved for UD ODR. Judges and court staff cannot access any information about the parties ' UD ODR communications.

NOTICE OF ONLINE DISPUTE RESOLUTION(ODR) UNLAWFUL DETAINER (UD)

LASC CIV 292 NEW 10/21
For MandatoryUse

Page 2 of 2

ATTORNEY OR PARTY WITHOUT ATTORNEY
NAME: Anthony Marinaccio
FIRMNAME. Marinaccio Law

STREETADDRESS: 225 W Broadway, Suite 103 CITY: Glendale
TELEPHONE NO.: (818) 839-5220
EMAILADDRESS: anthony@marinacciolaw.com
ATTORNEYFOR(name): Bradford M. Martinez

STATEBARNUMBER: 259335

STATE: CA ZIPCODE: 91204
FAXNO.: (818) 638-9485

SUPERIORCOURTOF CALIFORNIA, COUNTYOF LosAngeles
STREETADDRESS: 300 East Walnut Street
MAILINGADDRESS: 300 East Walnut Street

FOR COURT USE ONLY

UD - 101

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/01/2025 4:00 PM

David W. Slayton,
Executive Officer /Clerk of Court,
ByA. Llamas, Deputy Clerk
CITYANDZIPCODEPasadena, CA 91101
BRANCHNAME: Pasadena Courthouse

PLAINTIFF: Bradford M. Martinez, Vicki L. Martinez and Gail Diane Calhoun AKA Gail Diane Houser DEFENDANT: Jennifer Burbank, James Burbank and DOES 1-10

PLAINTIFF'S MANDATORY COVER SHEET AND
SUPPLEMENTAL ALLEGATIONS - UNLAWFUL DETAINER

CASE NUMBER:

25PDUD00999

All
Civil
plaintiffsin unlawfuldetainerproceedingsmust file and serve this form. Filing thisform complieswith the requirementin Codeof Proceduresection 1179.01.5(c).

•
•
•

Servethis form and any attachmentsto it withthe summons.

If a summons has already been served without this form, then serve it by mail or any other means of service authorizedby law.
If defendanthas answeredprior to serviceof this form, there is no requirementfor defendantto respondto the supplemental allegations before trial.

To obtain a judgment in an unlawful detainer action for nonpaymentof rent on a residentialproperty, a plaintiff must verify that no rental assistanceor other financial compensationhas been received for the amount demandedin the notice or accruing afterward, and that

Rental

no applicationis pending for such assistance. To obtain a defaultjudgment, plaintiff must useVerification by Landlord Regarding Assistance- Unlawful Detainer(form UD-120) to make this verificationand provide other informationrequired by statute.
1. PLAINTIFF (name each):
Bradford M. Martinez, Vicki L. Martinez and Gail Diane Calhoun AKA Gail Diane Houser

alleges causes of action in the complaint filed in this action against DEFENDANT (name each):
Jennifer Burbank, James Burbank and DOES 1-10

2. Statutory cover sheet allegations (Code Civ. Proc., § 1179.01.5(c))
a. This actionseekspossessionof real propertythat is (check all that apply) residential commercial.

(If "residential" is checked, completeall remainingitemsthatapplyto this action. If only"commercial" is checked, no further items needto be completedexcept the signatureand verificationon page 2.)
■

b. This action is based, in whole or in part, on an alleged default in paymentof rent or other charges.
3.

a.

Yes ✓ No

Statements regarding rental assistance (Requiredin all actionsbasedon nonpaymentof rent or any otherfinancial
Verification
obligation. Plaintiff must answer all the questionsin this item and, if later seeking a defaultjudgment, will also need to file Regarding Rental Assistance- UnlawfulDetainer(form UD-120).)
demanded
Has plaintiffreceived rental assistanceor other financialcompensationfrom any other source correspondingto the amount in the noticeunderlyingthe complaint? ■ Yes No
b. Has plaintiff receivedrental assistance or other financial compensationfrom any other source for rent accruingafter the date of the noticeunderlyingthe complaint?

C.

Yes No

Doesplaintiffhave any pending applicationfor rental assistanceor otherfinancialcompensationfrom any other source correspondingto the amount demanded in the notice underlyingthe complaint? ■ Yes No
d. Doesplaintiffhaveanypendingapplicationfor rentalassistanceor otherfinancialcompensationfrom any othersourcefor rent accruingafterthe date on the noticeunderlyingthe complaint?
Form Adoptedfor Mandatory Use
Judicial Council of California

UD-101[Rev.January1.2024]

Yes No

PLAINTIFF'S MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS UNLAWFUL DETAINER

Page 1 of 2

CodeofCivilProcedure, § 1179.01et seq.
Healthand SafetyCode. § 50897.3(e)
www.courts.ca.gov

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES
COURTHOUSE ADDRESS:

Pasadena Courthouse

300 East Walnut Street, Pasadena, CA 91101
PLAINTIFF(S):

Bradford M. Martinez et al

Reserved for Clerk's File Stamp

FILED
SuperiorCourtofCalifornia
Countyof LosAngeles
04/01/2025
DavidW.Sayb■,ExecttheOfficer/CeOfCo
By:

A Lamas DEFENDANT(S): Deputy Jennifer Burbank, et al.

NOTICE OF ONLINE DISPUTE RESOLUTION (ODR)
UNLAWFUL DETAINER (UD)

CASE NUMBER:
25PDUD00999

The Court provides a free program to help landlords and tenants resolve their eviction case online without coming to Court. This voluntary program is called UD ODR (Unlawful Detainer Online Dispute Resolution).

Register here: https://my.lacourt.org/odr/unlawful-detainers

What is UD ODR?

UD ODR is an online negotiation program for eviction cases. The programguides partiesthrough the negotiation by asking simple questions about how they would like to resolve their case.
If the parties reach an agreement, the program puts it into the proper form, each party "signs" it
trial

online
is
, and then the program sends it to the Court for review. If the Court approves the agreement, the cancelled, and no Court appearances are required.
can resolve
There is no risk: If parties try UD ODR but can't reach an agreement, they go to trial unless they their case another way.

Free mediation: During UD ODR, parties can ask a mediator to help them use ODR or a

video conference to try to reach an agreement that may be better than going to trial. Free mediation is provided by outside organizations, not by the Court.
Visit the Court's UD ODR website

• https://my.lacourt.org/odr/unlawful-detainers To register for UD ODR. Register within five (5) calendar days of receipt
of this Notice. If you have an attorney, they will register and participate in UD ODR for you.
•

To learn more about UD ODR

To find helpful resources including links to COVID-19 housing information and help paying back rent and utilities
The
ODR

Court
and use

strongly
it
encourages all self-represented parties and attorneys for parties to registerfor UD to try, in good faith, to resolve their eviction case without coming to Court.

NOTICEOFONLINE DISPUTERESOLUTION(ODR) UNLAWFULDETAINER(UD)
LASC CIV 292 NEW 10/21
For Mandatory Use Page 1 of 2

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES

COURTHOUSE ADDRESS:

Pasadena Courthouse

300 East Walnut Street, Pasadena, CA 91101
PLAINTIFF(S):

Bradford M. Martinez et al

Reserved for Clerk's File Stamp

FILED
SuperiorCourtof California
CountyofLosAngeles
04/01/2025
DavidW. ,ExectheOfficer/CofCourt

By:

A Lamas

DEFENDANT(S Deputy): Jennifer Burbank, et al.

NOTICE OF CASE ASSIGNMENT - LIMITED CIVIL CASE

CASE NUMBER:

25PDUD00999

Attorney

Case is assigned
of Record

for
on

all purposesto the judicialofficerindicatedbelow. Noticegiven to Plaintiff/ Cross-Complainant/

04/01/2025

ASSIGNED JUDGE

Jerry B. Marshak

DEPARTMENT
R

ROOM

David W. Slayton, Executive Officer / Clerk of Court

By A. Llamas Deputy Clerk

Instructions for Handling Limited Civil Cases

The
PRIORITY

following
OVER

critical
OTHER

provisions, as applicablein the Los AngelesSuperiorCourt are citedfor your information.
Local Rules is set forth in Rule

RULES: The priorityof ChapterSevenof the LASCLocalRulesover other inconsistent 7.20 thereof.
CHALLENGE
Rule 2.5

TO ASSIGNEDJUDGE: To the extent set forth therein, GovernmentCode section 68616(i) and Local control the timing of Code of Civil Procedure section 170.6challenges.
(

TIME
Cal. Rules

STANDARDS
of Court

: The time standardsmay be extendedby the court only upon a showingof good cause.
(Local Rule

, rule 3.110.) Failureto meettime standardsmay result in the impositionof sanctions. 3.37.)
Calendar

Except for
Court
collectionscases pursuantto California Rules of Court, rule 3.740, cases assigned to the Individual will be subjectto processingunderthe followingtime standards:
CROSS

COMPLAINTS: All complaintsshall be servedand the proof of service filed within 60 days after filing of the complaint.
their answer

-COMPLAINTS
is

: Withoutleaveof courtfirst beingobtained, no cross-complaintmay be filedby any partyafter
within30 days

filed. Cross-complaintsagainstpartiesnew to the action must be servedand the proof of servicefiled
the actionmust

after
be

the filingof the cross-complaint. A cross-complaintagainsta partywho hasalreadyappearedin
428.50.)

accompaniedby proofof serviceof the cross-complaintat the time it is filed. (CodeCiv. Proc., §

time

DEFAULTS
has been

(Local
granted

Rule 9.10): If a responsivepleadingis not servedwithinthe time to respondand no extensionof
elapsed. Failureto

, the plaintiffmust file a Requestfor Entry of Defaultwithin 10days afterthe time for servicehas
to why sanctionsshould

timely
not

file the Requestfor Entry of Defaultmay resultin an Orderto ShowCausebeing issuedas
within 40 days after entry of default

be imposed
.

. The plaintiffmustrequestdefaultjudgmentonthe defaultingdefendants

date

NOTICED
must be

MOTIONS
separately

: All
reserved

regularly
and

noticedmotionswill be calendaredthroughthe assigneddepartment. Eachmotion
must be identified at the time of

filed with appropriatefees for each motion. Motionsfor SummaryJudgment reservations. All motions should be filed in the clerk's office. EX PARTEMATTERS: All ex parte applicationsshouldbe noticedfor the courtroom.

must

UNINSURED
file a Notice

MOTORISTS
of Designation

CLAIMS
with

: DelayReductionRulesdo not applyto uninsuredmotoristclaims. Theplaintiff
Code section 11580.2.

the Courtidentifyingthe case as an uninsuredmotoristclaim underInsurance

LACIV 001 (Rev.[03/17)
LASCApproved09-04

NOTICE OF CASE ASSIGNMENT- LIMITED CIVIL CASE