

Code of Civil Procedure, § 425.12

SHORT TITLE: CAPITAL VS. BAKER

CASE NUMBER:

4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

(1) ☒ Doe defendants (specify Doe numbers): 1 TO 10 were the agents or employees of the named defendants and acted within the scope of that agency or employment.(2) ☒ Doe defendants (specify Doe numbers): 1 TO 10 are persons whose capacities are unknown to plaintiff.c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):5. ☐ Plaintiff is required to comply with a claims statute, anda. ☐ has complied with applicable claims statutes, orb. ☐ is excused from complying because (specify):6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

7. This court is the proper court because

a. ☒ a defendant entered into the contract here.b. ☒ a defendant lived here when the contract was entered into.c. ☒ a defendant lives here now.d. ☒ the contract was to be performed here.e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.f. ☒ real property that is the subject of this action is located here.g. ☐ other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

☒ Breach of Contract☐ Common Counts☐ Other (specify):9. ☒ Other allegations:

Prior to commencement of this action, each of the persons, firms and corporations mentioned hereinafter assigned their respective claims to the Plaintiff who is now the assignee thereof.

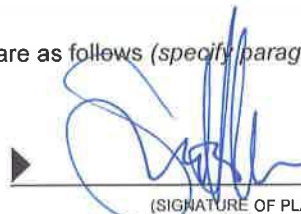
10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

a. ☒ damages of: \$ 1,431.88b. ☒ interest on the damages(1) ☐ according to proof(2) ☒ at the rate of (specify): 10.00 percent per year from (date): 10/1/15c. ☒ attorney's fees(1) ☐ of: \$(2) ☒ according to proof.d. ☐ other (specify):11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: 6/20/2018

STEVEN R. HRDLICKA #117557

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE: CAPITAL VS. BAKER

CASE NUMBER:

FIRST

(number)

CAUSE OF ACTION—Breach of ContractATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): CAPITAL COLLECTIONS, LLC,

alleges that on or about (date): 10/25/14

a ☒ written ☐ oral ☐ other (specify):

agreement was made between (name parties to agreement): MANCO ABBOTT agent for STONEGATE II, LLC and MAGEN MERCEDES BAKER; ANGEL MARIO DEL PINO

☒ A copy of the agreement is attached as Exhibit A, or☐ The essential terms of the agreement ☐ are stated in Attachment BC-1 ☒ are as follows (specify):
THE DEFENDANT(S) RENTED PROPERTY FROM PLAINTIFF'S ASSIGNOR COMMONLY KNOWN AS 4120 N. BLYTHE AVE. #276, FRESNO, CA 93722, GARAGE #7.

BC-2. On or about (dates): 10/1/15

defendant breached the agreement by ☐ the acts specified in Attachment BC-2 ☒ the following acts (specify): DEFENDANT(S) VACATED THE SUBJECT PROPERTY AND PLAINTIFF'S ASSIGNOR HAD TO DO THE NECESSARY CLEANING & REPAIRS IN THE SUM OF \$922.58, PLUS DEFENDANTS OWES RENT AND LATE CHARGES IN THE SUM OF \$960.00, GARAGE RENT \$18.00, AUM BILL \$99.97, AND TERMINATION OF TENANCY FUTURE RENT DUE THROUGH END OF 30 DAY NOTICE INCLUDING MONTH TO MONTH PREMIUM \$31.33.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

☐ as stated in Attachment BC-4 ☒ as follows (specify):

CLEANING & REPAIRS	\$ 922.58	TERMINATION OF TENANCY	
RENT	\$ 875.00	RENT FUTURE RENT	\$ 31.33
LATE CHARGES	\$ 85.00	SECURITY DEPOSIT	<\$ 600.00>
GARAGE RENT	\$ 18.00	TOTAL DUE PLAINTIFF	\$1,431.88
AUM BILL	\$ 99.97		

BC-5. ☒ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☒ according to proof.BC-6. ☐ Other:

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF FRESNO

I have read the foregoing COMPLAINT FOR BREACH OF CONTRACT

and know its contents.

☒ **CHECK APPLICABLE PARAGRAPHS**

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am ☒ an Officer ☐ a partner _____ ☐ a _____ of CAPITAL COLLECTIONS, LLC

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☒ The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for _____ a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on 6/20/2018, at FRESNO, California.

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

BRAD JACOBSON, PRESIDENT
Type or Print Name

PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

Signature

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of _____, State of California.

I am over the age of 18 and not a party to the within action; my business address is: _____

On, _____ I served the foregoing document described as _____

_____ on _____ in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☐ **BY MAIL**

☐ *I deposited such envelope in the mail at _____, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at _____ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on _____, at _____, California.

☐ **** (BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on _____, at _____, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

** (FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Legal
Solutions
& Plus

Rev. 7/99

Lease Agreement

This Agreement made and entered into between Stonegate II, LLC (Legal Name of Owner), "Owner" and Magen Baker, Isia Baker, (Name(s) of Resident(s)), "Resident".

The Parties Agree as Follows:

- Rental Unit:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at: 4120 N Blythe Ave, Apt. # 276 (if applicable), Fresno, California 93722. Garage/Carport # Garage #7 (if applicable)
- Rent:** Rent is due in advance on or before the first day of each and every month, at \$840.00 per month, beginning on 10/25/2014, payable to Stonegate Apartments II leasing center at 4124 N Blythe, Fresno, California 93722. Any rent not paid by the 1st of the month will be considered delinquent. Owner is authorized to report payment histories, outstanding debts, and/or lease status to third parties including any credit bureau.

Payments made in person may be delivered between the hours of 9 A.M. and 6 P.M. on the following days of the week:
☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday

Acceptable methods of payment: ☒ Personal Check ☒ Cashier's Check ☒ Money Order ☐ EFT (Electronic Funds Transfer)/Credit

No cash will be accepted.

If rent is paid after the 3rd of the month, there will be a late charge of \$85.00 assessed. The parties agree that the late fee is presumed to be the amount of damage sustained by the late payment of rent and it would be impracticable or extremely difficult to fix the actual damage sustained by the breach of the late rent payment. The parties further agree that the sum represents a reasonable endeavor by the Owner/Agent to estimate the damages sustained as a result of the late payment. The timing of the late charge does not create a grace period. If rent is not paid by the 1st, the lease agreement is in default even if the late charge is not assessed. Pursuant to California law, if any payment in the form of a check is dishonored for any reason, Resident will be liable to Owner for the amount of the check and a service charge of \$25.00. Resident shall replace check with a money order, certified check or cashier's check. Owner reserves the right to require Resident to pay future payments with money order, certified check or cashier's check.

Deductions including, but not limited to, any and all outstanding balances for unpaid rent, late fees, returned check charges, utility billing recovery and resident damages will be deducted from current rent payment and considered liquidated damages for owner expense for such rental month and owner may deduct such charges from security deposit.

- Security Deposit:** Resident shall pay a total security deposit, in the amount of \$600.00. Resident shall not use the security deposit to pay any month's rent. Owner may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:
 - in the payment of rent,
 - to repair damages to the premises caused by Resident,
 - to clean and paint such premises, if necessary, upon termination of the tenancy in order to return the apartment to the same level of cleanliness it was in at the inception of the tenancy, and/or
 - to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.



- Term:** The term of this Agreement begins on 10/25/2014 and ends on 10/31/2015. A holding over after the expiration of the lease term will be presumed to be a month to month tenancy at the option of the landlord and the Resident will be responsible for a minimum of thirty days rent thereafter unless the Resident has given the landlord a 30-day Notice of Intent to Vacate at least thirty (30) days prior to the expiration of the lease advising that the Resident does not intend to remain in possession. Except as prohibited by law, that month-to-month tenancy may be terminated by the Owner/Agent by service upon the Resident a written 60-day notice of termination of tenancy. However Civil Code Section 1946.1 provides that "If any Resident has resided in the dwelling for less than one year", the Owner/Agent may terminate the tenancy by service upon the Resident of a written 30-day Notice of Intent to Vacate.

- Occupants:** Premises shall be occupied only by the following named person(s):

<u>Magen Baker</u> Name	<u>04/24/1990</u> Birth Date	<u>Luna Baker</u> Name	<u>02/06/2014</u> Birth Date
<u>Isia Baker</u> Name	<u>06/26/1990</u> Birth Date		



Lease Agreement

6. **Inspections:** Move-In/Out Itemized Statements must be completed with each Resident at time of move-in and move-out.
7. **Notice to Vacate:** Management requires a written notice thirty (30) days prior to the date you vacate, if you are not renewing your lease or agreeing to a month-to-month occupancy. If you must vacate prior to lease expiration, please contact your Community Manager for details on termination of lease agreement option. Rent will continue until all keys are returned to the Leasing Center.
8. **Prohibitions:** Without prior written permission, no pets, liquid-filled furniture, laundry equipment may be kept or allowed in or about said premises.

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

10. Policies for Easy Living:

- i) **Actions of Family Members and Guests:** Residents are responsible for the actions of their family members, guests and themselves and agree to reimburse owner for any vandalism or damages caused by these parties. No one shall play or run in public halls, stairways, elevators, sidewalks, garages, laundry rooms, or parking areas.
- ii) **Bicycles, etc.:** All wheeled vehicles, including bicycles, skateboards, tricycles and motorcycles cannot be ridden across or parked on the sidewalks, grass or pool areas. These items cannot be stored in halls, walkways, stairways, laundry rooms, elevators, porches, patios or other public areas, except as specified by management.
- iii) **Clothes/Rugs:** No clothes, rugs, etc. shall be draped on the roof, deck, patio, balcony or other part of the building or shaken from said areas.
- iv) **Balconies/Patios:** These areas should not be used for storage of any kind. Patios/Balconies are to be kept free of trash, debris, and unsightly furnishings. Only patio or lawn type furniture is permitted. The use of shades or awnings of any style or design is strictly prohibited. The use of exterior decorative lighting is only permitted between the periods of October 1st-January 5th.
- v) **Garbage:** All garbage, papers, boxes or refuse are to be deposited in garbage containers that are provided by the management or government agency. All wet garbage must be wrapped and the lids replaced when the garbage has been placed in the container. Unsupervised minors are not permitted in or around the garbage dumpsters. Cardboard containers must be broken down before disposing of them. No furniture is to be left in the dumpsters. If your property participates in the "Composting System" a bin will be provided in your unit for use. Resident agrees to pay a \$15.00 replacement fee if the bin is lost or damaged at the time of vacating.
- vi) **Plumbing:** Water shall not be left running in the kitchen, bathroom, laundry room or elsewhere. All plumbing defects must be reported immediately. Residents will be required to pay for damage which is the responsibility of the resident. Garbage disposals must be run with water. Do not put bones, corn, grease, rice, fruit skins, egg shells or pits in disposal. Do not put foreign objects in the toilet. If there is a Floodstop water detection device present, these devices must be plugged in at all times. Floodstop uses minimal electricity and will protect your unit against costly water damage in the event a washing machine overflows, at which time the device will cut the power to the machine and stop the water flow. Resident acknowledges that they will be held liable for all damages and costs incurred as a direct result of the device being unplugged.
- vii) **Landscaping Areas:** The Residents, family members or guests shall not alter, disturb or interfere in any way with the grounds treatment without the consent of the management.
- viii) **Laundry Rooms:** These rooms are provided for the Residents' convenience. All equipment is used by the Residents



Lease Agreement

with the understanding that the management does not assume responsibility for failure of this equipment to perform properly or for damage to clothes as a result of its use. Management is also not responsible for any injury to a Resident, guests or visitors by reason of use of the equipment. Cooperation with other Residents is requested in use of these rooms. Management is not responsible for any clothing or articles stolen, damaged or left in the room.

- ix) **Loitering:** Loitering, alcohol consumption, gambling, etc., outside of your apartment/premises is not permitted.
- x) **Maintenance Requests:** All request for maintenance and repairs shall be made to the Leasing Center during business hours and online (if applicable). After hours maintenance emergencies are to be reported to the answering service or on call pager. All residents are requested to report at once to the management any instance where an employee is discourteous or neglects their duties toward the resident at any time.
- xi) **Parking:** Residents may be assigned one carport/garage. All assigned garages are intended for parking vehicles. Excessive storage is not permitted. Residents shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Residents shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another Resident's space may be towed away at the vehicle owner's expense.) No resident is allowed more than 2 cars in the lot. All other Resident vehicles are to be parked on city streets. No automobiles, trailers, boats, campers, or other motorized vehicles shall be stored on the premises. Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow. The maximum speed within the community will be ten (10) mph unless otherwise posted. Vehicle repairs are prohibited on the property.
- xii) **Pool/Spa Rules:** No lifeguard will be on duty. Persons using pool facilities do so at their own risk. Owner/Agent is not responsible for accident or injury. Owner/Agent is not responsible for articles lost, damaged, or stolen. Pool hours are from 9:00 A.M. and 10:00 P.M. The pool is reserved exclusively for use of Residents and their guests. Residents are limited to two (2) guests, regardless of age, per apartment. Guests must be accompanied by a Resident. Residents are responsible for the conduct of their guests. All persons under the age of 14 must be accompanied by an adult. No food may be served or eaten in the pool area. No glass containers in or around the pool area. No alcoholic beverages shall be served or consumed in or around the pool area at any time. No person under the influence of alcoholic beverages is permitted in or around the pool area. Running, jumping, fighting, "horseplay", boisterous conduct, and/or any noisy behavior disturbing to the other residents are not allowed in the pool area. Residents and guests must be properly attired in bathing suits in the pool or spa. No cutoffs, jeans, shorts or cotton shirts will be allowed. Showering is required. Pool rafts and floats and other water toys are allowed only when not disturbing other occupants of the pool.
- xiii) **Quiet Enjoyment:** Residents, family members and guests shall have due regard for the peace and comfort of neighbors. Noise which can be heard outside the premises, loud conversations, music, etc. that could be disturbing to other people will not be permitted. All residents, family members and guests, must refrain from using foul or abusive language to anyone while on the premises. The hours of 10:00 P.M. to 8:00 A.M. are considered quiet time and moving in or out of premises is prohibited during this time. Residents shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of premises or the common areas, commit waste or nuisance, annoy, molest or interfere with any other Resident, guest of Resident, neighbor or employee. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
- xiv) **Recreation Area:** Residents are always responsible for the conduct of their family members and guests. Adult supervision (a person 18 years or older) of minor family members or guests under the age of 10 is required of all play areas, recreation rooms. No more than two (2) guests per household and must be accompanied by a Resident. All recreational facilities (playgrounds, exercise rooms, etc.) that may be available at this Community are available to the Residents, but these facilities do have inherent dangers to both adults and minors. All Residents using these recreational facilities and any playground equipment and all Residents on behalf of their minor family members and guests agree to assume all liability that is inherent with these recreational facilities and equipment and assume all responsibility for any damages done, or any injuries incurred while using these facilities and equipment and agree to hold Landlord harmless for any injuries that may be suffered.
- xv) **Roof Access:** Residents are not permitted access to the roof except in case of emergency.
- xvi) **Storage:** No storage of personal belongings or furnishings will be permitted on decks, patios, porches, garages or public areas. No excessive storage of objects in premises which may create a health or fire hazard will be permitted. No paints, oils, gasoline, or any flammable material will be permitted in the premises or storage areas. No washers, dryers, freezers, dishwashers, air-conditioners, or any other personal appliances of any kind are to be installed in the premises without prior written approval by management.





Lease Agreement

11. **Care and Maintenance:** Residents shall keep the premises including furniture, furnishings, appliances, fixtures, carpets, floors and landscaping areas which are rented for Resident's exclusive use in good order and condition. Carpet is to be vacuumed on a regular basis. Ground in dirt shall be considered beyond ordinary wear and tear and Resident will be responsible for damage which may include replacement. Resident must properly use all appliances and fixtures requiring operation, prevent insects or rodent infestation, and not damage or destroy anything on the premises or create a nuisance. Resident is only responsible for the upkeep of the landscaping in their enclosed yard. Resident shall pay Owner for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Residents must keep their dwellings clean.
12. **Open Flame Cooking Devices:** Charcoal burners and other open-flame cooking devices cannot be operated on combustible balconies or within 10 feet of combustible construction.
13. **Pesticides:** California law requires that an Owner/Agent of a residential dwelling apartment provide each new Resident a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed. The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Lease Agreement.
14. **Repairs and Alterations:** Except as provided by law, no repairs, painting, wallpapering, decorating, alterations including entry door locks, windows, doors, frames, and window coverings shall be done by Resident without prior written consent of the Owner/Agent. Window sills or ledges must be kept clean and shall not be used for storage or display of bottles, food, signs or objects of any kind. Resident shall hold Owner/Agent harmless and indemnify Owner as to any mechanics lien recordation or proceeding caused by Resident. Approval must be obtained prior to hanging of any heavy object on the walls or ceiling. Only picture hooks may be used to hang pictures, mirrors, and decorative items on the walls. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines). Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.
15. **Satellite Dishes:** Under the rules of the Federal Communications Commission (FCC), Resident has a right to install a satellite dish and/or receiving antenna within the leased premises. Owner/Agent is allowed to impose reasonable restrictions relating to the installation and maintenance of the satellite dish and receiving antenna. Resident is required to comply with these restrictions as a condition of installing such equipment. Resident agrees as follows:
 - i) **Size:** A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.
 - ii) **Location:** A satellite dish or antenna may only be located (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc. of which Resident has exclusive use under lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Allowable locations may not provide optimum signal. Owner/Agent is not required to provide alternative locations if allowable location is not suitable.
 - iii) **Safety and non-interference:** Resident's installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner/Agent's cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to Owner/Agent's telecommunication systems; and (4) may not be connected to Owner/Agent's electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Owner/Agent. No other methods are allowed. Owner/Agent may require that Resident block the satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
 - iv) **Signal transmission from exterior dish or antenna to interior of dwelling:** Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If Resident's satellite dish or antenna is installed outside Resident's living area (on a balcony, patio, or yard of which Resident has exclusive use under lease), signals received by Resident's satellite dish or antenna may be transmitted to the interior of Resident's dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Owner/Agent.



Lease Agreement

- v) **Workmanship:** For safety purposes, Resident must obtain Owner/Agent's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person, or a company that has workers' compensation insurance and adequate public liability insurance. Owner/Agent's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and comply with any applicable local ordinances and state laws.
- vi) **Maintenance:** Resident will have the sole responsibility for maintaining Resident's satellite dish or antenna and all related equipment. Owner/Agent may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.
- vii) **Removal and damages:** Resident must remove the satellite dish or antenna and all related equipment when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of Resident's satellite dish or antenna and related equipment.
- viii) **Liability insurance and indemnity:** Resident is fully responsible for the satellite dish or antenna and related equipment. Prior to installation, Resident must provide Owner/Agent with evidence of **LIABILITY INSURANCE** to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's satellite dish, antenna or related equipment. The insurance coverage must be no less than **\$100,000.00** (which is an amount reasonably determined by Owner/Agent to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify and hold Owner/Agent harmless from the above claims by others.
- ix) **Deposit increase:** A security deposit increase (in connection with having a satellite dish or antenna) may be required by Owner/Agent. Resident's security deposit is increased by an additional sum of **\$50.00** to help protect Owner/Agent against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time of move-out. A security deposit increase does not imply a right to drill into or alter the leased premises. In no case will the total amount of all security deposits Resident pays to Owner/Agent be more than that which is allowed by law.
- x) **When Resident may begin installation:** Resident may start installation of satellite dish or antenna only after Resident has: (1) provided Owner/Agent with written evidence of the liability insurance referred to in paragraph viii; (2) paid Owner/Agent the additional security deposit, if applicable, referred to in paragraph ix; and (3) received Owner/Agent's written approval of the installation materials and the person or company who will perform the installation.

16. **Pets:** No dogs, cats, birds, hamsters, reptiles or other animals will be permitted in or about said premises without Owner's prior written consent. Resident must provide Owner/Agent with evidence of **LIABILITY INSURANCE** to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's Pet.

- i) Resident desires to keep the following described pet hereinafter referred to as "Pet": None At Move In
- ii) Resident agrees to comply with:
 - (1) Health and Safety Code, and
 - (2) All other applicable governmental laws and regulations.
- iii) Resident represents the Pet or Pets are quiet and "housebroken" and will not cause any damage or annoy other Residents.
- iv) Resident agrees that the Pet will not be permitted outside the apartment, unless restrained by a leash. Use of the grounds or premises of Owner for sanitary purposes is prohibited.
- v) If the Pet is a dog, resident understands that the following known violent breeds are not permitted at this community and by signing this Lease Agreement declares that the Pet described above in Paragraph i is not of such breed whether purebred or mix: **Akita, American Bulldog, American Pit Bull Terrier, American Stafford Shire Terrier, Bull Terrier, Bullmastiff, Chows, Doberman, Dogo Argentino, Fila Brasileiro, Rottweiler, Presa Canarios, Shar Pels, Tosa Inu.**
- vi) If the Pet is a cat:
 - (1) It must be neutered and
 - (2) Resident must provide and maintain an appropriate litter box inside.
- vii) If a bird, the bird shall not be let out of the cage.
- viii) If fish, the water container shall be placed in a safe location inside.
- ix) No Pet shall be fed on unprotected carpeting within the apartment. All pet food shall be kept inside. Resident shall prevent any fleas or other infestation of the apartment or other property of owner. Upon move-out the apartment will be treated for any possible infestation.
- x) Resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisance or in any way to inconvenience, or cause complaints, from any other Resident, guest, or the public. Any "mess" created by the Pet shall immediately be cleaned up by Resident.



Lease Agreement

- xi) Resident shall be liable to Owner for all damages or expenses incurred by or in connection with said Pet, and shall hold Owner harmless for any and all damages or costs in connection with said Pet.
- xii) In the event that Owner/Agent, contractor, or maintenance personnel need access to the leased apartment, the pet will be confined in the following manner:
☒ put in a kennel/crate ☒ removed from premises ☐ other: N/A
- xiii) In the event of default by Resident of any of the above terms, Resident agrees, within three days after receiving notice of default from Owner, to cure the default or vacate the premises. Resident agrees Owner may revoke permission to keep said Pet on the premises by giving Resident written thirty (30) day notice. If the Pet displays any violent behavior toward anyone, including chasing, biting, growling or barking at person or persons pet, Owner/Agent may require the animal to be removed immediately.

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

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

- i) Resident agrees to keep the apartment free of dirt and debris that can harbor mold.
- ii) Resident agrees to immediately report to Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
- iii) Resident agrees to notify owner of the overflows from the bathroom, kitchen, or apartment laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
- iv) Resident agrees to report to Owner/Agent any significant mold growth on surfaces inside the premises.
- v) Resident agrees to allow the Owner/Agent to enter the apartment to inspect and make necessary repairs.
- vi) Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
- vii) Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
- viii) Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior apartment.
- ix) Resident agrees to clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
- x) Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the resident.
- xi) Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that they Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

- 18. Utilities:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except: None. Resident shall have the following utilities connected at all times during the tenancy (check as applicable):
☒ Gas ☒ Electric ☒ Water ☒ Trash ☒ Sewer ☐ Other: N/A. Disconnection of utilities due to non-payment is a material violation of this agreement.

Resident agrees to the billing described below for each of the following utilities and services (check only if applicable): ☒ Hot Water/Gas Consumption ☒ Water; ☒ Wastewater/Sewer; ☒ Trash removal (all of such checked utilities and services are collectively referred to as the "Utilities"). The responsibility for the utilities and services not checked above as well as for those utilities and services not specifically identified above shall be governed by the terms of the Lease. During the lease term, Lessor is authorized to bill Resident for, and Resident agrees to pay, a portion of the monthly bills for the Utilities for the Property as follows:

- i) Resident's monthly rent does not include a charge for any of the above checked Utilities.
- ii) During the lease term, Owner/Agent is authorized to bill Resident for, and Resident agrees to pay, a portion of the cost for usage of the Utilities at the Property allocated to the Apartment in accordance with a percentage reflecting Residents apartment's share of the total square footage of all apartments on the Property (the "Allocation Formula") or sub-metered if applicable.



Lease Agreement

- iii) Each Utility Bill shall be based on the most current Property bill available at the time of the billing for the Utilities for the Property allocated to Resident pursuant to the Allocation Formula. Resident will receive a separate bill ("Utility Bill") each month for Resident's share of such checked Utilities.
- iv) Payment of the Utility Bill is due as noted on each Utility Bill. Unless otherwise provided, Resident agrees to pay the Utility Bill monthly at the location identified on such Utility Bill.
- v) To the extent permitted by law, any delinquent payment of a Utility Bill shall be considered a default under this Lease Agreement to the same extent and with the same remedies to Lessor (including, without limitation, the right to bring a summary proceeding for eviction against Resident and the right to impose late fees and other related charges and fees) as if Resident had been delinquent in Resident's payment of rent.
- vi) If Resident moves into or out of the Apartment on a date other than the first of the month, Resident will be charged for the full period of time that Resident was living in, occupying or responsible for payment of rent or the Utilities for the Apartment. If Resident breaks or breaches this Lease Agreement, Resident will be responsible for all charges for the Utilities through the time it takes for Owner/Agent to retake possession of the Apartment. When the Resident vacates the Apartment, all charges for the Utilities must be paid by the move out date. To the extent permitted by law, any unpaid charges for the Utilities at the time of the move out date will be deducted from the security deposit being held by Owner/Agent under this Lease Agreement.
- vii) Resident understands that no representation or warranty by Owner/Agent regarding estimated or actual Utility Bills shall be enforceable unless it is set forth in a writing signed by Owner/Agent.
- viii) Owner/Agent is not liable for any losses or damages Resident incurs as the result of outages, interruptions, or fluctuations in utilities provided to the Apartment unless such loss or damage was the direct result of negligence of Lessor. Resident releases Owner/Agent from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the Apartment due to such outages, interruptions, or fluctuations.
- ix) Resident understands and agrees that continued occupancy of the Apartment when electricity, natural gas, water, or sewer services have been discontinued is hazardous. Resident agrees not to terminate, cut off, interrupt, interfere with, or discontinue supplying electricity, natural gas, water or sewer services to the Apartment. Resident shall not tamper with, adjust, or disconnect any utility sub metering system or device. Violation of this provision is material breach or default of this Lease Agreement and shall entitle Owner/Agent to exercise all remedies available under the Lease.
- x) Resident agrees that Resident may, upon thirty (30) days prior written notice from Owner/Agent to Resident, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "Utilities."



19. Insurance: Resident's property is not insured by Owner or Agent and neither Owner or Agent are strictly liable for any damages that Resident or guests might suffer. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner or Agent, which is now in effect or becomes effective during the term of this Agreement. Management is not responsible for fire, theft or damage to personal effects, etc. in the premises, laundry, storage lockers, garage, or any portion of the building. For your own protection, keep all apartment doors locked at all times. Owner/Agent strongly recommends that the Resident obtain "Renter's Insurance" covering personal possessions immediately upon occupying.

20. Acceptance of Premises: Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.

21. Keys: Resident agrees to pay up to \$50.00 for each key lost during residency or not returned at time of vacating. Resident is responsible to ensure access to the premises with key given at time of move-in. Management reserves the right to assess \$30.00 charge for "lock-outs" after hours. Residents who lock themselves out of their units may be assessed this charge for the actual costs, including out of pocket expenses, incurred by the Owner/Agent. Installation of additional door locks is not permitted.

22. Subletting and Assignment: No portion of the premises shall be sublet nor this Lease Agreement assigned. Any attempted subletting or assignment by Residents shall, at the election of Agent, be a breach of this Lease Agreement and cause for immediate termination as provided herein and by law.

23. Waiver of Breach: The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Agent of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Lease Agreement.



Lease Agreement

- 24. Joint and Several Liability:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Lease Agreement, and shall indemnify Owner/Agent for liability arising prior to the termination of the Lease Agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner's or Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
- 25. Entry:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling apartment whenever required by state law. (Civil Code Section 1954) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement and cause for immediate termination as provided herein and by law. Owner or Agent's Employees may enter the premises without notice in case of emergency, or a) when Resident has abandoned or surrendered the premises, or b) to make necessary or agreed repairs or services, decorations, alterations or improvements, or c) to exhibit the dwelling, provided Resident is given reasonable notice of their intent to enter, with entrance during normal business hours (8:00a.m. to 6:00p.m., Monday through Saturday, except holidays). Twenty-four (24) hours shall be presumed to be reasonable notice, in absence of evidence to the contrary. Resident may be present, however, entry is not conditioned upon such presence and Resident agrees to hold Owner/Agent harmless for such entry.
- 26. Breach of Lease:** In the event that Resident breaches this Lease Agreement, Owners shall be allowed at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided by California Civil Code Section 1951.2 and 1951.4. Damages Owner "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
- 27. Lease Termination Option:** Provided Resident is not in default under this Lease, Resident shall have the option to terminate his/her Lease Agreement prior to the expiration date on the following terms and conditions:
- 27
- i. Resident shall give the landlord not less than 30 days written notice, by form prescribed by and available from the landlord, of the Resident's intent to terminate. Once given the notice cannot be revoked, except with the Community Manager's written consent.
 - ii. In order to exercise the Lease Termination option, the Resident must pay the termination fee at the time the Notice of Intent to Vacate is submitted. If payment of termination fee is not paid with Notice of Intent to Vacate, either a cashier's check or money order will be required as payment on the date of move out. If the Resident has resided at the community for less than one (1) year the fee will be equal to two (2) times the current monthly rent under the Lease Agreement. If the resident has resided at the community for more than one (1) year the fee to be paid will be equal to one (1) times the current monthly rent under the Lease Agreement.
 - iii. Resident must continue to pay rent when due and all other conditions under the Lease Agreement remain in effect.
 - iv. Resident will be responsible for repayment of all lease concessions received during the initial lease term.
 - v. If the Resident does not follow the procedure exactly as specified above, the agreement will be considered void and the lease will not terminate. The Resident will be responsible for rent due through expiration date of the Lease Agreement.
 1. Any fees paid under item two (ii) above will be applied to any amounts owed by the Resident once the apartment is vacated and move out charges have been assessed.
- 28. Sale of Property:** In the event of the sale or refinance of the property, if Owner presents to Resident a 'Resident's Certification of Terms - Estoppels Certification,' or other similar Estoppels Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner is true and correct and may be relied upon by any lender or purchaser.
- 29. Smoke Detection Device:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner. If battery operated, Resident is responsible for changing the detector's battery as necessary. Agent's Employees shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.



Lease Agreement

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

31. Addenda: By initialing as provided, Resident(s) acknowledges receipt of the following addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.

Initials <u>NOB</u>	MOVE OUT GUIDELINES FOR RETURN	Initials <u>NA</u>	ASBESTOS ADDENDUM (if applicable)
Initials <u>IB</u>	OF SECURITY DEPOSIT	Initials <u>NA</u>	LEAD ADDENDUM (if applicable)
Initials <u>NOB</u>	MOVE IN/OUT ITEMIZED STATEMENT	Initials <u>NOB</u>	DAY CARE ADDENDUM
Initials <u>N/A</u>	LEASE/RENTAL ADDENDUM (if applicable)	Initials <u>NOB</u>	Bed Bug & Laffoff Protection Addendum
Initials <u>IB</u>	SERVICE GUARANTEE ADDENDUM (if applicable)	Initials <u>IB</u>	

32. Entire Agreement: This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing. Owner nor Agent or Employee of Agent has made any representations or promises other than those set forth herein.

33. Credit Reports: As required by law, you are hereby notified that a negative credit report reflecting on your credit history will be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

34. Attorneys Fees: If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$2500, plus court costs.

A holding over after the expiration of the lease term will be presumed to be a month-to-month tenancy at the option of the landlord and the Resident will be responsible for a minimum of thirty days rent thereafter unless the resident has given the landlord a 30-day Notice of Termination prior to the expiration of the lease advising that the Resident does not intend to remain in possession.

THESE POLICIES MAY BE AMENDED OR ADDED TO AT ANY TIME, UPON WRITTEN THIRTY (30) DAY NOTICE BEFORE THE PROPOSED EFFECTIVE DATE OF THE CHANGE. ANY INFRACTION OR VIOLATION OF THESE POLICIES CAN LEAD TO AN IMMEDIATE NOTICE TO COMPLY, OR MAY CONSTITUTE GROUNDS FOR TERMINATION OF YOUR TENANCY.

YOUR COOPERATION IS APPRECIATED.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Date <u>10/25/14</u>	Signature →	<u>[Signature]</u>	Resident
Date <u>10/25/14</u>	Signature →	<u>[Signature]</u>	Resident
Date _____	Signature →	_____	Resident
Date _____	Signature →	_____	Resident
Date _____	Signature →	_____	Resident
Date _____	Signature →	_____	Resident
Date <u>10/24/14</u>	Signature →	<u>[Signature]</u>	Resident
Date _____	Signature →	_____	Resident
Date _____	Print →	_____	Manco Abbott, Agent for Owner
			Desiree Schlengerer, Assistant Community Manager
			Home and Title of Agent's Employee



Lease/Rental Addendum

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Lease/Rental Agreement, management and resident agree as follows:

☐ **One Time Rent Credit:** You have been granted a Rent Credit in the amount of _____ which will be deducted from your rent in the month of _____, year of _____.

☐ **Prorated Rent Credit:** You have been granted a Prorated Rent Credit for a total of _____ over the course of the next _____ months. Your monthly rent, after the above monthly prorated rent credit is _____. At the end of this period your rent will revert to the Market Rent rate amount listed on the Lease Agreement paragraph 2. Should you vacate prior to the end of this Lease Agreement, you will be held responsible for repayment of the full amount of the rent credit, which Lessor shall be entitled to debit from Lessee's security deposit and bill Lessee for any deficiency.

☐ **Other Discount:** N/A

Additional Rent for Lease/Rental Agreement (Check all that Apply and Enter Amount of Additional Rent)

- ☐ \$0.00 Pet Rent
- ☒ \$45.00 Garage Rent
- ☐ \$0.00 Washer/Dryer Rent
- ☐ \$0.00 Additional Rent (Specify): N/A

Should you vacate prior to the expiration of this Lease Agreement you will be responsible for repayment of the full amount of the rent credit given, which Lessor shall be entitled to deduct from Lessee's security deposit and bill Lessee for any deficiency.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

11/4/14
Date

Signature → [Signature]
Resident

11/4/14
Date

Signature → [Signature]
Resident

Date

Signature → _____
Resident

Date

Signature → _____
Resident

Date

Signature → _____
Resident

Date

Signature → _____
Resident

11/4/14
Date

Signature → [Signature]
Resident

Date

Signature → [Signature]
Manco Abbott, Agent for Owner



Guarantee of Lease/Rental Agreement

In consideration of the execution of the Rental Agreement, dated 10/24/2014, for the premises located at:

4120 N Blythe Ave, Apt. # 276
(Street Address) (if applicable)
Fresno, CA 93722
(City) (Zip)

by and between Stonegate II, LLC (Legal Entity) "Owner" and Magen Baker, Isla Baker "Resident" and for valuable consideration, receipt of which is hereby acknowledged, the undersigned Angel Del Pino, herein referred to as Guarantor, does hereby guarantee unconditionally to Owner, Owner's agent, and/or including Owner's successor and assigns, the prompt payment by Resident of the rent or any other sums which become due pursuant to the Rental Agreement, a copy of which is attached hereto, including any and all court costs or attorneys' fees incurred in enforcing the Rental Agreement.

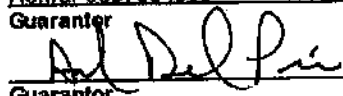
1. In the event of the breach of any terms of the Rental Agreement by Resident, Guarantor shall be liable for any damages, financial or physical, caused by Resident, including any and all legal fees incurred in enforcing the Rental Agreement.
2. This Guarantee may be immediately enforced by Owner or Owners' designated representative upon any default by Resident and an action against Guarantor may be brought at any time without first seeking recourse against Resident.
3. The insolvency of Resident or nonpayment of any sums due from Resident may be deemed a default giving rise to action by Owner against Guarantor.
4. If any legal actions or other proceedings are brought by any party to enforce any part of this Guarantee, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred.
5. This Guarantee does not confer a right to possession of the premises by Guarantor, and Owner is not required to serve Guarantor with any notices to terminate or to perform covenants, including any demand for payment of rent, prior to Owner proceeding against Guarantor for Guarantor's obligations under this Guarantee.
6. Unless released in writing by Owner, Guarantor shall remain obligated by the terms of this Guarantee for the entire period of the tenancy as provided by the Rental Agreement and for any extensions granted pursuant thereto.
7. In the event the terms of said Rental Agreement are modified by Resident and Owner, with or without the knowledge or consent of Guarantor, Guarantor waives any and all rights to be released from the provisions of this Guarantee and Guarantor shall remain obligated by said additional modifications and terms of the Rental Agreement.
8. Guarantor hereby consents in advance to any charges, modifications, additions, or deletions of the Rental Agreement made and agreed to by Owner and Resident during the entire period of the tenancy.

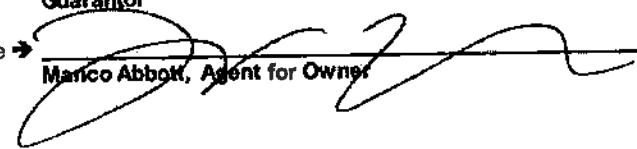
The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Print Name → Angel Del Pino
Guarantor

Address → 5877 W. Millbrae AVE, Fresno, California 93722
Guarantor

Phone Number → Home: 5597634508 Mobile/Work: 5597634508
Guarantor

Signature → 
Guarantor

Signature → 
Manco Abbott, Agent for Owner

Date

Date



ATTORNEY OR PARTY WITHOUT ATTORNEY: (Name, Address, Telephone no. and State Bar Membership no.) STEVEN R. HRDLICKA #117557 559 485-1453 ATTORNEY AT LAW 1221 VAN NESS, 2ND FLOOR FRESNO, CA 93721 FRESNO, CA 93721 Attorney Bar No.: #117557 ATTORNEY FOR (Name): PLAINTIFF	For Court Use Only
FRESNO COUNTY COURTS OF CALIFORNIA, COUNTY OF FRESNO 1100 Van Ness Avenue, Room 401 Fresno, California 93721	
PETITIONER/PLAINTIFF(S): CAPITAL COLLECTIONS, LLC,	
RESPONDENT/DEFENDANT(S): MAGEN MERCEDES BAKER; ANGEL MARIO DEL PINO;	Case Number:

☐ The undersigned parties to the above action stipulate that this case be submitted for Alternative Dispute Resolution pursuant to Local Rule 7.

If this Stipulation is filed prior to the filing of an at issue memorandum, the court shall toll the filing deadlines for the at issue memorandum for the period commencing on the date the Stipulation is filed and ending on the date that the ADR is concluded, but in no event longer than 90 days from the date the Stipulation was filed. (See Local Rule 7.8)

If this Stipulation is filed after the filing of an at issue memorandum, the court may, upon motion by any party and upon a showing of good cause, remove the case from the civil active list for a period not to exceed 90 days to allow the parties to conduct the ADR. (See Local Rule 7.8)

☐ A stipulation to submit to ADR has already been filed with the court by other parties to this action. The undersigned party elects to join in that ADR proceeding.

_____ Date/Type or Print Name of Petitioner/Plaintiff	_____ Signature of Petitioner/Plaintiff
_____ Date/Type or Print Name of Petitioner/Plaintiff's Attorney	_____ Signature of Petitioner/Plaintiff's Attorney
_____ Date/Type or Print Name of Respondent/Defendant	_____ Signature of Respondent/Defendant
_____ Date/Type or Print Name of Respondent/Defendant's Attorney	_____ Signature of Respondent/Defendant's Attorney

☐ Signature(s) of additional party(ies) on: ☐ reverse ☐ attachment(s).

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

ATTORNEY OR PARTY WITHOUT ATTORNEY: (Name, Address, Telephone no. and State Bar Membership no.) Attorney Bar No.: ATTORNEY FOR (Name):	For Court Use Only
FRESNO COUNTY COURTS OF CALIFORNIA, COUNTY OF FRESNO 1100 Van Ness Avenue, Room 401 Fresno, California 93721	
PETITIONER/PLAINTIFF(S):	
RESPONDENT/DEFENDANT(S):	Case Number:

☐ The undersigned parties to the above action stipulate that this case be submitted for Alternative Dispute Resolution pursuant to Local Rule 7.

If this Stipulation is filed prior to the filing of an at issue memorandum, the court shall toll the filing deadlines for the at issue memorandum for the period commencing on the date the Stipulation is filed and ending on the date that the ADR is concluded, but in no event longer than 90 days from the date the Stipulation was filed. (See Local Rule 7.8)

If this Stipulation is filed after the filing of an at issue memorandum, the court may, upon motion by any party and upon a showing of good cause, remove the case from the civil active list for a period not to exceed 90 days to allow the parties to conduct the ADR. (See Local Rule 7.8)

☐ A stipulation to submit to ADR has already been filed with the court by other parties to this action. The undersigned party elects to join in that ADR proceeding.

Date/Type or Print Name of Petitioner/Plaintiff

Signature of Petitioner/Plaintiff

Date/Type or Print Name of Petitioner/Plaintiff's Attorney

Signature of Petitioner/Plaintiff's Attorney

Date/Type or Print Name of Respondent/Defendant

Signature of Respondent/Defendant

Date/Type or Print Name of Respondent/Defendant's Attorney

Signature of Respondent/Defendant's Attorney

☐ Signature(s) of additional party(ies) on: ☐ reverse ☐ attachment(s).

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

☐ Plaintiff ☐ Defendant ☐ Attorney for (name):

Date/Type or Print Name

Signature

ATTORNEY OR PARTY WITHOUT ATTORNEY: (Name, Address, Telephone no. and State Bar Membership no.)

STEVEN R. HRDLICKA #117557

ATTORNEY AT LAW

1221 VAN NESS, 2ND FLOOR

FRESNO, CA 93721

FRESNO, CA 93721

559 485-1453

ATTORNEY FOR (Name): PLAINTIFF

FRESNO COUNTY COURTS OF CALIFORNIA, COUNTY OF FRESNO

B.F. SISK COURTHOUSE

FRESNO, CA 93724

PETITIONER/PLAINTIFF(S): CAPITAL COLLECTIONS, LLC,

RESPONDENT/DEFENDANT(S): MAGEN MERCEDES BAKER; ANGEL MARIO DEL PINO;

Case Number:

NOTICE TO ALL PARTIES AND THEIR ATTORNEYS

The Fresno County Courts recognize that litigation can impose an economic burden on the parties as well as the court system and can delay the resolution of disputes. It is the policy and goal of the court to encourage parties in all civil cases to explore and pursue private dispute resolution alternatives at the earliest possible date. (See Local Rule 7)

Although most cases settle (90 - 98%), many settlements come after considerable time and money have been expended. Fresno County Superior Court encourages the use of Alternative Dispute Resolution (ADR) as early as possible after the parties become aware of a dispute.

ADR processes are voluntary and are paid for by the parties. If you elect to proceed with an ADR process it will be your responsibility to arrange and pay for the process. A waiver of court fees does not apply to the cost of the ADR proceeding.

The undersigned party is willing to agree to any of the following forms of ADR at this time:

- ☐ Mediation
☐ Non-Binding Arbitration
☐ Private Settlement Conference
☐ Other _____

- ☐ Early Neutral Evaluation
☐ Binding Arbitration
☐ Summary Jury Trial
☒ None

6/20/2018

Date

STEVEN R. HRDLICKA

Type or Print Name of Party


Signature of Attorney/Party without Attorney

☐ I certify that I have provided my client(s) with a copy of this ADR Notice.

Date

Signature of Attorney

NOTE: A completed and executed copy of the ADR notice and a blank copy of the ADR stipulation must be served on the defendant at the time of service of the summons and complaint or cross-complaint.

This form is not to be filed with the court.

ALTERNATIVE DISPUTE RESOLUTION NOTICE AND CERTIFICATION FORM

ADVANTAGES OF ADR:

Using ADR processes early in the course of your case may help you significantly reduce litigation costs by either resolving the case before expensive discovery and trial proceedings are commenced or by narrowing the scope of litigation by identifying undisputed factual and legal issues.

ADR can be scheduled at your convenience and can be completed in a fraction of the time required for traditional litigation. ADR will give you an opportunity to test the strengths and weaknesses of your case without adverse impact in the event of a trial.

METHODS OF ADR:

- A. **MEDIATION:** Mediation is one of the most frequently used methods of ADR because it is informal, quick and confidential. In this process the parties select a neutral mediator who facilitates the identification of issues, areas of agreement, and assists in finding a resolution or settlement of the dispute. Since mediation requires the agreement of the parties to resolve the matter, control of the proceedings and a determination of the settlement terms remains completely in the parties' hands. The mediator remains neutral and assists the parties in arriving at terms that are mutually agreeable.
- B. **ARBITRATION:** The parties jointly employ a neutral third party or a panel of neutral parties to listen to both sides and render a decision. The parties can agree to make the arbitrator's decision binding or non-binding. When non-binding, the arbitrator's decision serves as guide or influence upon the parties to bring them closer to settlement. If it is binding, the decision of the arbitrator will be final.
- C. **EARLY NEUTRAL EVALUATION:** A neutral evaluator is hired by the parties to give an evaluation of the case to help settle it. You or your attorney will be permitted to prepare a written statement, present critical witnesses or other evidence, argue your case to the evaluator, meet separately and confidentially with the evaluator, and utilize the evaluator to communicate any settlement offers in the opposing party.
- D. **PRIVATE SETTLEMENT CONFERENCE:** A voluntary settlement conference is similar to early neutral evaluation in that the parties employ a neutral settlement officer who attempts to persuade the parties to accept a compromise position. It is a form of negotiation in which the settlement officer may express an opinion about the value of the case, the substantive merits of each party's position, and the probable outcome of the trial.
- E. **SUMMARY JURY TRIALS:** This method is an abbreviated private trial. The parties employ a disinterested third party to serve as the judge and hire at least six people representative of the community to serve as jurors. The parties agree in advance to time limits in the presentation of their cases. The neutral third party then presides over a short presentation of each party's case to the jury. The parties may either agree to be bound by the jury's decision or utilize it in facilitating settlement negotiations.
- F. **OTHER OPTIONS:** There are various other methods or combinations of methods of ADR, such as the mini-trial, special master and discovery referee, and the court does not intend to limit you to any particular method or combination of methods. The court encourages the parties to be creative in selecting the process that has the best chance of resolving the case as quickly, effectively and inexpensively as possible.