

***Regular Meeting of the  
Abatement Appeals Board  
July 16, 2025***

***Appellant Statement  
Exhibit B***

# LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 16 day of June, 2013 between

Rose M. Villalón  
(Name of Owner/Agent)

"Owner/Agent", whose address and phone

number are

(Address and Telephone of Owner/Agent)

Buyers

and Gloria Renorato

The undersigned has read, understood

"Resident."

& accepted pgs. 1 thru 3 and

THE PARTIES AGREE AS FOLLOWS:

acknowledges receipt of copy hereof.

1. **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:

336 Teddy

(Street Address)

San Francisco

(City)

CA, 94134

(Zip)

2. **RENT:** Rent is due in advance on the 1 day of each and every month, at \$ 2,500.<sup>00</sup> per month, beginning on

payable at

(Address where payments should be delivered)

delivered to Owner/Agent between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days of the week:

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

☒ Other Due the first DAY of the month

Acceptable methods of payment:

☐ Personal Check ☒ Cashier's Check ☒ Money Order ☐ EFT/Credit (see Owner/Agent for details) and ☒ Cash

If rent is paid after the 15<sup>th</sup> of the month, there will be a late charge of \$ 50.<sup>00</sup> assessed. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ 50.<sup>00</sup>, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds. The Owner/Agent may refuse a personal check as the form of rent payment to cure a Three-Day Notice to Pay Rent or Quit.

3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ 1,000.<sup>00</sup> ☐ prior to taking possession of the unit or ☐ no later than \_\_\_\_\_ (check one).

Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

- (a) defaults in the payment of rent,  
(b) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or  
(c) to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or  
(d) to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident.

4. **TERM:** The term of this Agreement is for 5 years, beginning on 7/1/2013 and ending on 7/1/2018 at which time this

Lease shall terminate without further notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current market value of the unit, divided by 30. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Owner/Agent accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Owner/Agent of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or 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.



5. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except: \_\_\_\_\_. Resident shall have the following utilities connected at all times during the tenancy (check as applicable): ☐ Gas ☐ Electric ☐ Water ☐ Trash ☐ Sewer ☐ Other: \_\_\_\_\_. Disconnection of utilities due to non-payment is a material violation of this Agreement.
6. **CASH PAYMENT:** The Owner/Agent may demand or require cash as the exclusive form of payment of rent or deposit of security if the tenant has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the tenant has instructed the drawee to stop payment on a check, draft, or order for the payment of money. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.
7. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):
- |                               |                           |                               |                          |
|-------------------------------|---------------------------|-------------------------------|--------------------------|
| Name <u>Gloria Renovato</u>   | Birthdate <u>11/25/68</u> | Name <u>Fredrick Martinez</u> | Birthdate <u>8/18/92</u> |
| Name <u>Benjamin Martinez</u> | Birthdate <u>5/6/89</u>   |                               |                          |
8. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no waterbeds or \_\_\_\_\_ shall be kept or allowed in or about the premises.
9. **QUIET ENJOYMENT:** Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
10. **REPAIRS AND ALTERATIONS:** Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. Resident shall notify Owner/Agent in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanics lien recordation or proceeding caused by Resident. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The notice shall include the name, address, and telephone number of any new telecommunication provider. 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.
11. **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.
12. **CARE, CLEANING, MAINTENANCE AND INSURANCE:** Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition. Upon move-out, Resident agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Resident ☐ is ☐ is not (check one) responsible for the upkeep of the yard and landscaping. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.
13. **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 Owner/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 Rental Agreement.
14. **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 Rental Agreement, and shall indemnify Owner/Agent for liability arising prior to the termination of the Rental Agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
5. **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 unit 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 that may be cause for immediate termination as provided herein and by law.



16. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
17. **BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Owner/Agent shall be allowed at Owner/Agent's discretion, but not by way of limitation, to exercise any or all remedies provided Owner/Agent by California Civil Code Section 1951.2 and 1951.4. Damages Owner/Agent "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
18. **SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.
19. **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/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.
20. **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](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
21. **ADDENDA:** By initialing as provided, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.
- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Resident Policies Addendum   | <input type="checkbox"/> Smoke Detector Addendum    | <input type="checkbox"/> C C & Rs                   |
| <input type="checkbox"/> Move-In/Move-Out Itemization | <input type="checkbox"/> Pet Addendum               | <input type="checkbox"/> Unlawful Activity Addendum |
| <input type="checkbox"/> Pest Control Notice Addendum | <input type="checkbox"/> Asbestos Addendum          | <input type="checkbox"/> Proposition 65 Brochure    |
| <input type="checkbox"/> Satellite Addendum           | <input type="checkbox"/> Lead Disclosure Addendum   | <input type="checkbox"/> Other: _____               |
| <input type="checkbox"/> Pool Rules Addendum          | <input type="checkbox"/> Mold Notification Addendum | <input type="checkbox"/> Other: _____               |
22. **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 and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.
3. **CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
4. **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, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:
- ☐ the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$ \_\_\_\_\_, plus court costs.
- ☐ each party shall be responsible for their own attorneys' fees and court costs.

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

0/16/2013  
te

[Signature]  
Resident

06/16/2013  
Date

[Signature]  
Resident

1/16/2013  
te

[Signature]  
Resident

Date

Resident



California Apartment Association Approved Form  
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Page 3 of 3

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SAN FRANCISCO  
ASSOCIATION OF REALTORS

SAN FRANCISCO RENTAL PROPERTY SUMMARY  
(INDIVIDUAL UNIT) # Lower Unit  
SAN FRANCISCO ASSOCIATION OF REALTORS® STANDARD FORM  
This form is intended for use in San Francisco

This disclosure concerns the residential property situated in the City of San Francisco, County of San Francisco, State of California, described as 338 Teddy Ave Unit # \_\_\_\_\_ ("Property").

BUYER IS ADVISED TO: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; AND (2) OBTAIN ADVICE ABOUT SUCH DISCLOSURES FROM OTHER APPROPRIATE PROFESSIONALS TO DETERMINE IF THE PROPERTY MEETS THEIR NEEDS AND INTENDED USES.

1. Tenant Names: Virgil Emperador and Maribel Rodriguez Cabera
2. Other Occupants: \_\_\_\_\_
3. Lease Type: ☐ Written ☒ Oral
4. Length of Tenancy: Beginning: 8/30/2016 Ending: current OR ☒ Month to Month
5. Current Rent amount: \$ 1,900.00
6. Date of last rent increase: 8
7. Rent increase history: \_\_\_\_\_
8. Security Deposit: \$ none Interest has been paid through none
9. Rent concession/rebate, if any: none
10. Delinquent rent that has not been cured, if any: \$ none From \_\_\_\_\_
11. Tenant defaults that have not been cured: none  
Has a notice of default or termination been served? ☐ Yes ☒ No If yes, when? \_\_\_\_\_  
If yes, has it been served on San Francisco Rent Board? ☐ Yes ☐ No If yes, attach proof of filing.
12. Landlord defaults that have not been cured: none
13. Claims made by Seller or Tenants in court or before a Rent Control or other regulatory body:  
Unresolved: none  
Resolved: \_\_\_\_\_
14. Pass throughs:  
Amount: \_\_\_\_\_ Explanation: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Amount: \_\_\_\_\_ Explanation: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
15. Parking is (or ☒ is not) included in rent. If not, amount, if any, Tenant pays for parking: \$ \_\_\_\_\_
16. Storage is (or ☒ is not) included in rent. If not, amount, if any, Tenant pays for storage: \$ \_\_\_\_\_
17. This unit ☐ is ☒ is not a legal rental unit under San Francisco Rent Control Law, or ☐ don't know.

Date \_\_\_\_\_  
SELLER \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_

Date \_\_\_\_\_  
SELLER Rose Villalon  
Print Name Rose Villalon

Reminder: SELLER MAY NOT BE AWARE OF ALL INFORMATION SOUGHT ABOVE AND NO REPRESENTATION IS MADE THAT ANY SUCH INFORMATION COMPLIES WITH APPLICABLE LAW. BUYER SHOULD OBTAIN ADVICE ABOUT THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Date 4/3/2018  
BUYER Connie Wong  
Print Name Connie Wong  
Address \_\_\_\_\_

Date \_\_\_\_\_  
BUYER \_\_\_\_\_  
Print Name \_\_\_\_\_

BROKERS/AGENTS CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY. FOR LEGAL OR TAX ADVICE, CONSULT A QUALIFIED ATTORNEY OR CPA.

Re: 338 TEDDY AVE SAN FRANCISCO, CA  
94134

CONNIE M. WONG, (LANDLORD)  
AND  
VIRGIL EMPERADOR AND MARIBEL  
RODRIGUEZ CABRERA (TENANTS)

**BUYOUT AGREEMENT, SETTLEMENT**  
**AGREEMENT, RELEASE, AND**  
**COVENANT NOT TO SUE**  
**Voluntary Termination of Single Tenancy**

San Francisco Administrative Code §37.9E

This Buyout Agreement, Settlement Agreement, Release and Covenant Not to Sue ("Agreement") is entered into by and between Connie M. Wong (hereinafter "landlord") and Virgil Emperador and Maribel Rodriguez Cabrera (hereinafter "tenants").

**DEFINITIONS AND RECITALS**

1. WHEREAS, the parties wish and hereby intend to resolve any potential disputes between and among the parties which have arisen or may arise regarding the residential tenancy of at 338 Teddy Ave San Francisco, CA 94134, a residential rental unit (hereinafter "subject premises").
2. WHEREAS tenants were residing peacefully at the subject premises and have been residing therein at all times relevant hereto and are in good standing. No eviction notice has been served, and no eviction action has been initiated.
3. WHEREAS landlord has been represented by Daniel M. Bornstein of Bornstein Law, 507 Polk Street #410, San Francisco, California 94102, telephone (415) 409-7611 (attorney).
4. WHEREAS, tenants understand that tenants are under no obligation to enter into any settlement agreement and vacate the subject premises, and that tenants are freely entering into this Agreement of tenants' own volition and without coercion. Whereas the parties have asserted claims against each other and/or may have claims against each other, and the bases for said claims have been disputed, continue to be disputed, and denied by the respective party against whom the claims were brought.
5. Tenants have been apprised of and acknowledge the following by initialing after each paragraph:
  - a. You, the tenants, have a right not to enter into a buyout agreement.
  - b. You, the tenants, may choose to consult with an attorney and/or a tenants' rights organization before signing this agreement. You can find a list of tenants' rights organizations on the Rent Board's website – <http://www.sfrb.org>.
  - c. The Rent Board has created a publically available, searchable database that may include information about other buyout agreements in your neighborhood. You can search this database at the Rent Board's office at 25 Van Ness Avenue, Suite 320.
  - d. Under Section 1396(e)(4) of San Francisco's Subdivision Code, a property owner may not convert a building into a condominium where: (A) a senior, disabled, or catastrophically ill tenant has vacated a unit under a buyout agreement after October 31, 2014, or (B) two or more tenants who are not

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT**  
**NOT TO SUE (Voluntary Termination of Tenancy)**

senior, disabled, or catastrophically ill have vacated units under buyout agreements, if the agreements were entered after October 31, 2014 and within the ten years prior to the condominium conversion application. A 'senior' is a person who is 60 years or older and has been residing in the unit for ten years or more at the time of Buyout Agreement; a 'disabled' tenant is a person who is disabled under the Americans with Disabilities Act (Title 42 United States Code Section 12102) and has been residing in the unit for ten years or more at the time of Buyout Agreement; and a 'catastrophically ill' tenant is a person who is disabled under the Americans with Disabilities Act (Title 42 United States Code Section 12102) and who is suffering from a life threatening illness and has been residing in the unit for five years or more at the time of Buyout Agreement.

Do you, Virgil Emperador, believe that you are senior, disabled, or catastrophically ill as those terms are defined above? Yes \_\_\_\_\_ No \_\_\_\_\_  
I don't know \_\_\_\_\_ I prefer not say \_\_\_\_\_.

Do you, Maribel Rodriguez Cabrera, believe that you are senior, disabled, or catastrophically ill as those terms are defined above? Yes \_\_\_\_\_  
No \_\_\_\_\_ I don't know \_\_\_\_\_ I prefer not say \_\_\_\_\_.

6. WHEREAS, except that which is specifically excluded herein, the parties to this Agreement wish and hereby intend to resolve, terminate and forever settle all other actual or potential disputes or legal causes of action (known or unknown), which currently exist or may exist between them as a result of any set of facts in existence immediately prior to the execution of this Agreement by said parties and which were or could have been the basis for any legal action, whether in law, equity or otherwise, which could have been commenced prior to the date of execution of this Agreement.
7. WHEREAS, the liability for all such claims is denied by all parties, and this final Settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.
8. "Party" or "parties" means or refers to any party executing this Agreement, and any of their successors, assigns, heirs, executors, administrators or insurance carriers.
9. Whenever the singular is used in this Agreement, it includes the plural. Whenever the masculine gender is used, it includes the feminine or neuter gender. Whenever the word "complaint" is used, it includes any and all amended complaints, amendments to complaints, cross-complaints, complaints in intervention, amended complaints in intervention, and amendments to complaints in intervention. Whenever the word "lien" is used, it includes any

Init.: \_\_\_\_\_

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT  
NOT TO SUE (Voluntary Termination of Tenancy)**

and all liens of any type and kind, including but not limited to any mechanic's lien and those provided by law.

10. WHEREAS, tenants desire to negotiate a surrender of possession of the subject premises, freely, voluntarily, without coercion and with full knowledge of their rights under California Law and the San Francisco Rent Stabilization and Arbitration Ordinance, and hereby freely, voluntarily, and without coercion, waives those rights, subject to the provisions of paragraph 33, herein.
11. For good and valuable consideration, including but not limited to payments and or rent waivers to tenants Virgil Emperador and Maribel Rodriguez Cabrera as described herein, tenants hereby voluntarily surrender possession of and permanently terminate their tenancy 338 Teddy Ave San Francisco, CA 94134, and current and future right of occupancy, if any, at the subject premises, no later than 5:00 p.m. June 30, 2018, leaving the premises in broom clean condition, free of all occupants, free of all personal possessions, and delivering all keys to landlord's or landlord's agent. Upon all parties' final execution of this hereto agreement, landlord shall deliver one check to Virgil Emperador made payable to Virgil Emperador and Maribel Rodriguez Cabrera in the amount of five thousand dollars (\$5,000.00). Simultaneously, upon tenants' timely surrender of subject premises, landlord shall deliver one check to Virgil Emperador made payable to Virgil Emperador and Maribel Rodriguez Cabrera in the amount of ten thousand dollars (\$10,000.00). The total payment pursuant to this covenant totals fifteen thousand dollars (\$15,000.00).
12. RENT: Tenants shall continue to pay rent for the duration of occupancy in subject premises.  
JUNE RENT WAIVED (w)
13. SECURITY DEPOSIT: The parties acknowledge no security deposit has been exchanged and therefore no security deposit shall be returned.
14. RELEASE: With the exceptions noted herein and subject to the provisions of paragraph 33 herein, the parties and their heirs, successors, and assigns, do hereby forever, finally, fully and completely release, relieve, acquit, remise and discharge one another and one another's agents, partners, trustees, officers, attorneys, directors, property managers, employees, independent contractors, and all others associated with the parties and/or acting on behalf of the parties from any and all claims, liens, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses (including, without limitation, attorneys' fees), damages, injuries, suits, actions commenced prior to, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, or contingent or fixed as a result of any set of facts in existence immediately prior to the date of execution of this Agreement by said parties and which are or which could have been the basis for any legal action, whether in law, equity or otherwise, which could have been filed on the date of execution of this Agreement.

Init.: \_\_\_\_\_

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT  
NOT TO SUE (Voluntary Termination of Tenancy)**

15. COVENANT NOT TO SUE: With the exceptions noted herein, for good, valuable and other consideration described herein, the parties covenant never to institute any action, arbitration or other legal proceeding, including but not limited to, any matters before the San Francisco Residential Rent Stabilization and Arbitration Board against any other party, person or entity arising from or related to the matters alleged in Paragraphs 1-14 of this Agreement and the subject property. The parties unconditionally, fully and finally release and discharge each other from any and all duties, claims, rights, complaints, charges, injuries, damages, costs, losses, expenses, taxes, attorneys' fees, debts, demands, actions, obligations, liabilities, and causes of action, of any and every kind, nature, and character whatsoever, whether arising out of contract, tort, statute, settlement, equity or otherwise, whether known or unknown, whether foreseen or unforeseen, whether fixed, liquidated, or contingent, which the parties ever had, now have, or may in the future claim to have had against the other (and each of them) based on any act or omission concerning any matter, cause, or thing directly or indirectly which were raised or could have been raised against each other, from the beginning of time to the day this Agreement is fully executed.

16. SECTION 1542 WAIVER: With respect to the matters released herein, the parties hereto expressly waive any and all rights, except those expressly reserved, they may have under Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTION OF THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

17. LATER DISCOVERY: The parties hereto acknowledge they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that are known or believed to be true, as to the matters released herein. Nevertheless, it is the intention of the parties, through this Agreement, to fully, finally and forever release all such matters and all claims related thereto that do now exist, may exist or heretofore have existed. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters, notwithstanding the discovery or existence of any additional or different claims or facts related thereto by the parties hereto.

18. WARRANTY OF NON-ASSIGNMENT: Each party warrants said party has not assigned, sold, hypothecated or transferred any rights said party may have against any other party.

19. WARRANTY OF AUTHORIZATION: Each person executing this Agreement warrants he or she is authorized to execute the Agreement on behalf of the person, partnership, joint venture, corporation, unincorporated association, estate, or governmental entity for which he or she signs and that all necessary resolutions and authorizations have been obtained prior to execution of this Agreement.

Init.: \_\_\_\_\_

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT**  
**NOT TO SUE (Voluntary Termination of Tenancy)**

20. **BINDING AGREEMENT:** The Agreement benefits and is binding upon each party and his/her heirs, legatees, transferees, parents, subsidiaries, successors and assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs, agents, independent contractors, employees, officers, directors and assigns. No change in the law which may occur between the time of execution of this agreement and by the time either party is under a duty to perform under this Agreement shall impact the parties' obligations arising from and out of this agreement.
21. **INTEGRATION; MODIFICATION; SEVERABILITY; SAVINGS CLAUSE:** This Agreement supersedes all prior negotiations and agreements between the parties and is their full and final agreement with respect to its subject matter. This Agreement may not be modified unless by written agreement signed by all parties. In the event that any portion of this Agreement shall be found void or voidable by a court of competent jurisdiction, such portion shall be stricken and this Agreement reformed to as closely approximate, as the law permits, the intent of stricken portion or portions. The terms of this Agreement may not be contradicted by evidence of any prior agreement(s) or contemporaneous oral agreement(s). The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.
22. **ATTORNEYS' FEES:** In any action to enforce the terms of this Agreement by either party, the prevailing party shall be awarded, in addition to any other compensation or award, its reasonable attorneys' fees and costs.
23. **AUTHORSHIP OF AGREEMENT:** Each party acknowledges the drafting of this Agreement was the product of negotiation; no party is the author of the Agreement; and this Agreement shall not be construed against any party on the ground such party authored or drafted this Agreement. No party shall be held liable or responsible for any word(s), phrase(s), and/or number(s) that have been included or excluded from this Agreement.
24. **CONTROLLING LAW/IMPLEMENTATION OF AGREEMENT:** This Agreement shall be construed and shall be enforced pursuant to the laws of the State of California. The San Francisco County Superior Court shall have jurisdiction with regard to disputes in implementation of this Agreement.
25. **ADVICE OF COUNSEL:** The parties hereto represent and warrant all the waivers, warranties, representations and covenants set forth in this Agreement are made after consultation with legal counsel of each party's choosing and with an understanding of their significance and consequence, and they are reasonable and a benefit to the parties. In the alternative, each party has been provided the opportunity to obtain such counsel and expressly waives said opportunity and he or she understands the consequences of executing this Agreement. Thus, each party acknowledges he or she has been represented by counsel or knowingly and voluntarily waives his or her opportunity to obtain counsel.

Init.: \_\_\_\_\_

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT**  
**NOT TO SUE (Voluntary Termination of Tenancy)**

26. DEFENSE OF SUIT: Each party hereto agrees that this Agreement may be pled by any party as a full and complete defense to and may be used as the basis for an injunction against any action, suit, arbitration, or other proceeding which may be instituted, prosecuted, or attempted by another party, or any person, firm, corporation, or organization on that party's behalf, wherein the claim concerns any facts, claims or matters released by this Agreement. If a party ever claims, asserts, or brings an action in any forum alleging or asserting that this Agreement or any terms contained herein violate any local, county, state or federal ordinances, codes, regulations, statutes, or laws, or are a violation of public policy or regulation, then said party shall indemnify the other for bringing such an action or claim and for all consequences visited upon the other party as a result thereof, including reasonable attorneys' fees and costs, whether or not the initiating party is deemed the prevailing party.

27. TERMINATION OF TENANCY NON-RESCINDABLE: Except as provided in paragraph 33 below, this Agreement hereby serves as tenants' non-rescindable notice of termination of tenancy which landlord, by this document, hereby accepts and acknowledges. Should tenants fail to timely vacate the subject premises, by 5:00 p.m. June 30<sup>th</sup> 2018, tenants understand and acknowledge that a lawsuit shall be immediately filed to effect their summary removal there from.

Initials: \_\_\_\_\_

(VE) (MC)

28. FREE AND VOLUNTARY: This Agreement is freely and voluntarily entered into by the parties. The parties hereto represent, declare, admit and warrant that in executing this Agreement they relied solely upon their own judgment, belief, and knowledge and the advice and recommendations of their own independently selected counsel, if so selected and relied upon, concerning the nature, extent and duration of their rights and claims. The parties also acknowledge that they and their respective counsels, if so selected and relied upon, have had a full, complete and uninterrupted opportunity to make whatever investigation or inquiry they deem necessary, appropriate or desirable in connection with the subject matter and terms of this Agreement prior to its execution. In executing this Agreement, no party hereto relied upon or has been influenced to any extent whatsoever in executing the same by any representation or statements covering any matter made by another party hereto or by any person representing any other party hereto, save the representations, warranties and statements contained herein. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs, agents, independent contractors, attorneys, insurance carriers, employees, officers, directors and assigns.

29. PERSONAL PROPERTY: Any and all personal possessions or other personal property remaining on the premises after occupant vacates, are hereby declared abandoned and of no value. Landlord may dispose of said property as landlord sees fit. The parties agree that the provisions of Civil Code Sec. 1980-1991 have been complied with.

30. COUNTERPARTS: This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an

Init.: \_\_\_\_\_

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT  
NOT TO SUE (Voluntary Termination of Tenancy)**

original, and taken together shall constitute one and the same agreement, which shall be binding and effective as to all parties. Faxed signatures shall be fully honored as if they were original inked signatures.

31. **CONFIDENTIALITY AND NON-DISPARAGEMENT:** Provided that owner and occupants satisfy all their legal obligations owed under this Agreement, owner and occupants agree that they will not publicize, disclose, permit or authorize the publication or disclosure of the contents of this Agreement, the amount of the settlement or the facts or opinions of the parties' relationship or their dealings and/or either parties' claims against the other without the prior express written consent of the other. Notwithstanding the foregoing sentence, the parties are not prohibited from making disclosures to their accountants, attorneys, or governmental taxing authorities and are further authorized to make any disclosures occasioned pursuant to service of legal process such as service of subpoena, provided that the parties use their best efforts to ensure that the persons who receive said disclosures maintain their confidentiality. The provisions of this paragraph shall survive the termination or satisfaction of this Agreement.

32. The undersigned acknowledge they have read this Agreement, understand each and every term and all its terms together. Each and every term and all the terms of this Agreement together are reasonable, and each party hereto signs of said party's own free will.

33. **CANCELLATION: You, the tenants, may cancel this agreement at any time before the 45th day after all parties have signed this agreement. To cancel this agreement, mail or deliver a signed and dated notice stating that you, the tenant, are cancelling this agreement, or words of similar effect. The notice shall be sent to: Connie M. Wong c/o Bornstein Law 507 Polk Street, Unit #410, San Francisco, CA 94102.**

[Initials]

\_\_\_\_\_  
(VE) (MC)

\_\_\_\_\_  
Connie M. Wong

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Virgil Emperador

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Maribel Rodriguez Cabrera

Dated: \_\_\_\_\_, 2018

Init.: \_\_\_\_\_

Re: 338 TEDDY AVE SAN FRANCISCO, CA  
94134

CONNIE M. WONG, (LANDLORD)  
AND  
VIRGIL EMPERADOR AND MARIBEL  
RODRIGUEZ CABRERA (TENANTS)

**BUYOUT AGREEMENT, SETTLEMENT**  
**AGREEMENT, RELEASE, AND**  
**COVENANT NOT TO SUE**  
**Voluntary Termination of Single Tenancy**

San Francisco Administrative Code §37.9E

This Buyout Agreement, Settlement Agreement, Release and Covenant Not to Sue ("Agreement") is entered into by and between Connie M. Wong (hereinafter "landlord") and Virgil Emperador and Maribel Rodriguez Cabrera (hereinafter "tenants").

**DEFINITIONS AND RECITALS**

1. WHEREAS, the parties wish and hereby intend to resolve any potential disputes between and among the parties which have arisen or may arise regarding the residential tenancy of at 338 Teddy Ave San Francisco, CA 94134, a residential rental unit (hereinafter "subject premises").
2. WHEREAS tenants were residing peacefully at the subject premises and have been residing therein at all times relevant hereto and are in good standing. No eviction notice has been served, and no eviction action has been initiated.
3. WHEREAS landlord has been represented by Daniel M. Bornstein of Bornstein Law, 507 Polk Street #410, San Francisco, California 94102, telephone (415) 409-7611 (attorney).
4. WHEREAS, tenants understand that tenants are under no obligation to enter into any settlement agreement and vacate the subject premises, and that tenants are freely entering into this Agreement of tenants' own volition and without coercion. Whereas the parties have asserted claims against each other and/or may have claims against each other, and the bases for said claims have been disputed, continue to be disputed, and denied by the respective party against whom the claims were brought.
5. Tenants have been apprised of and acknowledge the following by initialing after each paragraph:
  - a. You, the tenants, have a right not to enter into a buyout agreement.
  - b. You, the tenants, may choose to consult with an attorney and/or a tenants' rights organization before signing this agreement. You can find a list of tenants' rights organizations on the Rent Board's website – <http://www.sfrb.org>.
  - c. The Rent Board has created a publically available, searchable database that may include information about other buyout agreements in your neighborhood. You can search this database at the Rent Board's office at 25 Van Ness Avenue, Suite 320.
  - d. Under Section 1396(e)(4) of San Francisco's Subdivision Code, a property owner may not convert a building into a condominium where: (A) a senior, disabled, or catastrophically ill tenant has vacated a unit under a buyout agreement after October 31, 2014, or (B) two or more tenants who are not

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT**  
**NOT TO SUE (Voluntary Termination of Tenancy)**

senior, disabled, or catastrophically ill have vacated units under buyout agreements, if the agreements were entered after October 31, 2014 and within the ten years prior to the condominium conversion application. A 'senior' is a person who is 60 years or older and has been residing in the unit for ten years or more at the time of Buyout Agreement; a 'disabled' tenant is a person who is disabled under the Americans with Disabilities Act (Title 42 United States Code Section 12102) and has been residing in the unit for ten years or more at the time of Buyout Agreement; and a 'catastrophically ill' tenant is a person who is disabled under the Americans with Disabilities Act (Title 42 United States Code Section 12102) and who is suffering from a life threatening illness and has been residing in the unit for five years or more at the time of Buyout Agreement.

Do you, Virgil Emperador, believe that you are senior, disabled, or catastrophically ill as those terms are defined above? Yes \_\_\_\_\_ No \_\_\_\_\_  
I don't know \_\_\_\_\_ I prefer not say \_\_\_\_\_.

Do you, Maribel Rodriguez Cabrera, believe that you are senior, disabled, or catastrophically ill as those terms are defined above? Yes \_\_\_\_\_  
No \_\_\_\_\_ I don't know \_\_\_\_\_ I prefer not say \_\_\_\_\_.

6. WHEREAS, except that which is specifically excluded herein, the parties to this Agreement wish and hereby intend to resolve, terminate and forever settle all other actual or potential disputes or legal causes of action (known or unknown), which currently exist or may exist between them as a result of any set of facts in existence immediately prior to the execution of this Agreement by said parties and which were or could have been the basis for any legal action, whether in law, equity or otherwise, which could have been commenced prior to the date of execution of this Agreement.
7. WHEREAS, the liability for all such claims is denied by all parties, and this final Settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.
8. "Party" or "parties" means or refers to any party executing this Agreement, and any of their successors, assigns, heirs, executors, administrators or insurance carriers.
9. Whenever the singular is used in this Agreement, it includes the plural. Whenever the masculine gender is used, it includes the feminine or neuter gender. Whenever the word "complaint" is used, it includes any and all amended complaints, amendments to complaints, cross-complaints, complaints in intervention, amended complaints in intervention, and amendments to complaints in intervention. Whenever the word "lien" is used, it includes any

Init.: \_\_\_\_\_

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT  
NOT TO SUE (Voluntary Termination of Tenancy)**

and all liens of any type and kind, including but not limited to any mechanic's lien and those provided by law.

10. WHEREAS, tenants desire to negotiate a surrender of possession of the subject premises, freely, voluntarily, without coercion and with full knowledge of their rights under California Law and the San Francisco Rent Stabilization and Arbitration Ordinance, and hereby freely, voluntarily, and without coercion, waives those rights, subject to the provisions of paragraph 33, herein.
11. For good and valuable consideration, including but not limited to payments and or rent waivers to tenants Virgil Emperador and Maribel Rodriguez Cabrera as described herein, tenants hereby voluntarily surrender possession of and permanently terminate their tenancy 338 Teddy Ave San Francisco, CA 94134, and current and future right of occupancy, if any, at the subject premises, no later than 5:00 p.m. June 30, 2018, leaving the premises in broom clean condition, free of all occupants, free of all personal possessions, and delivering all keys to landlord's or landlord's agent. Upon all parties' final execution of this hereto agreement, landlord shall deliver one check to Virgil Emperador made payable to Virgil Emperador and Maribel Rodriguez Cabrera in the amount of five thousand dollars (\$5,000.00). Simultaneously, upon tenants' timely surrender of subject premises, landlord shall deliver one check to Virgil Emperador made payable to Virgil Emperador and Maribel Rodriguez Cabrera in the amount of ten thousand dollars (\$10,000.00). The total payment pursuant to this covenant totals fifteen thousand dollars (\$15,000.00).
12. RENT: Tenants shall continue to pay rent for the duration of occupancy in subject premises.  
JUNE RENT WAIVED (w)
13. SECURITY DEPOSIT: The parties acknowledge no security deposit has been exchanged and therefore no security deposit shall be returned.
14. RELEASE: With the exceptions noted herein and subject to the provisions of paragraph 33 herein, the parties and their heirs, successors, and assigns, do hereby forever, finally, fully and completely release, relieve, acquit, remise and discharge one another and one another's agents, partners, trustees, officers, attorneys, directors, property managers, employees, independent contractors, and all others associated with the parties and/or acting on behalf of the parties from any and all claims, liens, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses (including, without limitation, attorneys' fees), damages, injuries, suits, actions commenced prior to, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, or contingent or fixed as a result of any set of facts in existence immediately prior to the date of execution of this Agreement by said parties and which are or which could have been the basis for any legal action, whether in law, equity or otherwise, which could have been filed on the date of execution of this Agreement.

Init.: \_\_\_\_\_

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT  
NOT TO SUE (Voluntary Termination of Tenancy)**

15. COVENANT NOT TO SUE: With the exceptions noted herein, for good, valuable and other consideration described herein, the parties covenant never to institute any action, arbitration or other legal proceeding, including but not limited to, any matters before the San Francisco Residential Rent Stabilization and Arbitration Board against any other party, person or entity arising from or related to the matters alleged in Paragraphs 1-14 of this Agreement and the subject property. The parties unconditionally, fully and finally release and discharge each other from any and all duties, claims, rights, complaints, charges, injuries, damages, costs, losses, expenses, taxes, attorneys' fees, debts, demands, actions, obligations, liabilities, and causes of action, of any and every kind, nature, and character whatsoever, whether arising out of contract, tort, statute, settlement, equity or otherwise, whether known or unknown, whether foreseen or unforeseen, whether fixed, liquidated, or contingent, which the parties ever had, now have, or may in the future claim to have had against the other (and each of them) based on any act or omission concerning any matter, cause, or thing directly or indirectly which were raised or could have been raised against each other, from the beginning of time to the day this Agreement is fully executed.

16. SECTION 1542 WAIVER: With respect to the matters released herein, the parties hereto expressly waive any and all rights, except those expressly reserved, they may have under Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTION OF THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

17. LATER DISCOVERY: The parties hereto acknowledge they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that are known or believed to be true, as to the matters released herein. Nevertheless, it is the intention of the parties, through this Agreement, to fully, finally and forever release all such matters and all claims related thereto that do now exist, may exist or heretofore have existed. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters, notwithstanding the discovery or existence of any additional or different claims or facts related thereto by the parties hereto.

18. WARRANTY OF NON-ASSIGNMENT: Each party warrants said party has not assigned, sold, hypothecated or transferred any rights said party may have against any other party.

19. WARRANTY OF AUTHORIZATION: Each person executing this Agreement warrants he or she is authorized to execute the Agreement on behalf of the person, partnership, joint venture, corporation, unincorporated association, estate, or governmental entity for which he or she signs and that all necessary resolutions and authorizations have been obtained prior to execution of this Agreement.

Init.: \_\_\_\_\_

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT**  
**NOT TO SUE (Voluntary Termination of Tenancy)**

20. **BINDING AGREEMENT:** The Agreement benefits and is binding upon each party and his/her heirs, legatees, transferees, parents, subsidiaries, successors and assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs, agents, independent contractors, employees, officers, directors and assigns. No change in the law which may occur between the time of execution of this agreement and by the time either party is under a duty to perform under this Agreement shall impact the parties' obligations arising from and out of this agreement.
21. **INTEGRATION; MODIFICATION; SEVERABILITY; SAVINGS CLAUSE:** This Agreement supersedes all prior negotiations and agreements between the parties and is their full and final agreement with respect to its subject matter. This Agreement may not be modified unless by written agreement signed by all parties. In the event that any portion of this Agreement shall be found void or voidable by a court of competent jurisdiction, such portion shall be stricken and this Agreement reformed to as closely approximate, as the law permits, the intent of stricken portion or portions. The terms of this Agreement may not be contradicted by evidence of any prior agreement(s) or contemporaneous oral agreement(s). The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.
22. **ATTORNEYS' FEES:** In any action to enforce the terms of this Agreement by either party, the prevailing party shall be awarded, in addition to any other compensation or award, its reasonable attorneys' fees and costs.
23. **AUTHORSHIP OF AGREEMENT:** Each party acknowledges the drafting of this Agreement was the product of negotiation; no party is the author of the Agreement; and this Agreement shall not be construed against any party on the ground such party authored or drafted this Agreement. No party shall be held liable or responsible for any word(s), phrase(s), and/or number(s) that have been included or excluded from this Agreement.
24. **CONTROLLING LAW/IMPLEMENTATION OF AGREEMENT:** This Agreement shall be construed and shall be enforced pursuant to the laws of the State of California. The San Francisco County Superior Court shall have jurisdiction with regard to disputes in implementation of this Agreement.
25. **ADVICE OF COUNSEL:** The parties hereto represent and warrant all the waivers, warranties, representations and covenants set forth in this Agreement are made after consultation with legal counsel of each party's choosing and with an understanding of their significance and consequence, and they are reasonable and a benefit to the parties. In the alternative, each party has been provided the opportunity to obtain such counsel and expressly waives said opportunity and he or she understands the consequences of executing this Agreement. Thus, each party acknowledges he or she has been represented by counsel or knowingly and voluntarily waives his or her opportunity to obtain counsel.

Init.: \_\_\_\_\_

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26. DEFENSE OF SUIT: Each party hereto agrees that this Agreement may be pled by any party as a full and complete defense to and may be used as the basis for an injunction against any action, suit, arbitration, or other proceeding which may be instituted, prosecuted, or attempted by another party, or any person, firm, corporation, or organization on that party's behalf, wherein the claim concerns any facts, claims or matters released by this Agreement. If a party ever claims, asserts, or brings an action in any forum alleging or asserting that this Agreement or any terms contained herein violate any local, county, state or federal ordinances, codes, regulations, statutes, or laws, or are a violation of public policy or regulation, then said party shall indemnify the other for bringing such an action or claim and for all consequences visited upon the other party as a result thereof, including reasonable attorneys' fees and costs, whether or not the initiating party is deemed the prevailing party.

27. TERMINATION OF TENANCY NON-RESCINDABLE: Except as provided in paragraph 33 below, this Agreement hereby serves as tenants' non-rescindable notice of termination of tenancy which landlord, by this document, hereby accepts and acknowledges. Should tenants fail to timely vacate the subject premises, by 5:00 p.m. June 30<sup>th</sup> 2018, tenants understand and acknowledge that a lawsuit shall be immediately filed to effect their summary removal there from.

Initials: \_\_\_\_\_

(VE) (MC)

28. FREE AND VOLUNTARY: This Agreement is freely and voluntarily entered into by the parties. The parties hereto represent, declare, admit and warrant that in executing this Agreement they relied solely upon their own judgment, belief, and knowledge and the advice and recommendations of their own independently selected counsel, if so selected and relied upon, concerning the nature, extent and duration of their rights and claims. The parties also acknowledge that they and their respective counsels, if so selected and relied upon, have had a full, complete and uninterrupted opportunity to make whatever investigation or inquiry they deem necessary, appropriate or desirable in connection with the subject matter and terms of this Agreement prior to its execution. In executing this Agreement, no party hereto relied upon or has been influenced to any extent whatsoever in executing the same by any representation or statements covering any matter made by another party hereto or by any person representing any other party hereto, save the representations, warranties and statements contained herein. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs, agents, independent contractors, attorneys, insurance carriers, employees, officers, directors and assigns.

29. PERSONAL PROPERTY: Any and all personal possessions or other personal property remaining on the premises after occupant vacates, are hereby declared abandoned and of no value. Landlord may dispose of said property as landlord sees fit. The parties agree that the provisions of Civil Code Sec. 1980-1991 have been complied with.

30. COUNTERPARTS: This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an

Init.: \_\_\_\_\_

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original, and taken together shall constitute one and the same agreement, which shall be binding and effective as to all parties. Faxed signatures shall be fully honored as if they were original inked signatures.

31. **CONFIDENTIALITY AND NON-DISPARAGEMENT:** Provided that owner and occupants satisfy all their legal obligations owed under this Agreement, owner and occupants agree that they will not publicize, disclose, permit or authorize the publication or disclosure of the contents of this Agreement, the amount of the settlement or the facts or opinions of the parties' relationship or their dealings and/or either parties' claims against the other without the prior express written consent of the other. Notwithstanding the foregoing sentence, the parties are not prohibited from making disclosures to their accountants, attorneys, or governmental taxing authorities and are further authorized to make any disclosures occasioned pursuant to service of legal process such as service of subpoena, provided that the parties use their best efforts to ensure that the persons who receive said disclosures maintain their confidentiality. The provisions of this paragraph shall survive the termination or satisfaction of this Agreement.

32. The undersigned acknowledge they have read this Agreement, understand each and every term and all its terms together. Each and every term and all the terms of this Agreement together are reasonable, and each party hereto signs of said party's own free will.

33. **CANCELLATION: You, the tenants, may cancel this agreement at any time before the 45th day after all parties have signed this agreement. To cancel this agreement, mail or deliver a signed and dated notice stating that you, the tenant, are cancelling this agreement, or words of similar effect. The notice shall be sent to: Connie M. Wong c/o Bornstein Law 507 Polk Street, Unit #410, San Francisco, CA 94102.**

[Initials]

\_\_\_\_\_  
(VE) (MC)

\_\_\_\_\_  
Connie M. Wong

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Virgil Emperador

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Maribel Rodriguez Cabrera

Dated: \_\_\_\_\_, 2018

Init.: \_\_\_\_\_

Declaration of Connie M. Wong

I, Connie M. Wong declare as follows:

1. I am the owner of the property located at 338 teddy Ave San Francisco, CA, Block 6210 Lot 012. I purchased the property in April 2018.
2. Upon taking ownership, I intended to revert the downstairs space — which had been used as an unauthorized second unit by the previous owner — back to storage, consistent with the single-family zoning and legal status of the building as stated in the 3R report.
3. The basement space previously contained a small kitchen setup consisting of a small stove with oven, refrigerator, and cabinets.
4. On or about **June 12, 2021**, I hired a handyman to demolish and remove the kitchen setup. I paid him **\$600**, as reflected in a cancelled Bank of America check dated June 12, 2021.
5. On or about **June 18, 2021**, I hired the same individual again to haul away remaining materials and yard debris. I paid him **\$1,100**, as reflected in a second cancelled check dated June 18, 2021. In the memo field of this second check, I wrote “yard cleaning,” since he was removing both kitchen debris and yard waste.
6. These checks were made out for cash. The individual I hired is a local day laborer, and I do not have further identifying information about him. Due to his circumstances, I do not believe he is willing to provide a signed statement.
7. These actions were taken **immediately after the occupants vacated the downstairs area** in early June 2021, in an effort to restore the building to its lawful single-family condition before the City inspection on July 7, 2021.

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

Executed on June 16, 2025, at San Francisco, California.

Signature: \_\_\_\_\_

Connie M. Wong

# Exhibit B4 – Timeline of Kitchen Removal and Related Events

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**March 2021:** Buyout agreement negotiated with basement occupants through attorney.

**Mid-May 2021:** Basement occupants (Virgil Emperador and Maribel Rodriguez Cabrera) moved out voluntarily.

**May 31, 2021:** Last legal day of occupancy under buyout contract; no one lived in basement at this time.

**Early June 2021:** Photo of kitchen taken before demolition work began.

**June 12, 2021:** Handyman paid \$600 (cancelled check) for demolition of kitchen components and hauling junk.

**June 18, 2021:** Handyman paid \$1,100 (cancelled check) for continued junk haul and cleanup.

**July 7, 2021:** Inspector visited property for electrical inspection; basement already converted to storage.

**July 12, 2021:** Notice of Violation 202179766 issued, inaccurately stating an illegal kitchen and unit were observed on May 31, 2021.

Sequence Number: 8392698353

Account :

Capture Date: 06/14/2021

Bank Number:

Check Number: 3422

B5

**CONNIE M. WONG**  
 [Redacted]  
 3422  
 JUNE 12, 2021 11:35/1210 292  
 Date  
 Pay to the Order of \$600<sup>00</sup>  
 SIX HUNDRED ONLY Dollars  
 Bank of America  
 245 Winston Dr.  
 San Francisco CA  
 850.815.4700  
 For [Redacted]  
 Connie Wong  
 [Redacted]

[illegible]

Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
06/14/2021	008301611196	██████████	Rtn Loc/BOFD	Y		Citibank NA
06/14/2021	008392698353	██████████	Pay Bank	N		Bank of America, NA

B6

Amount: \$1,100.00

Sequence Number: 4492081243

Account: [REDACTED]

Capture Date: 06/22/2021

Bank Number: [REDACTED]

Check Number: 3423

CONNIE M. WONG  
[REDACTED]  
JUNE 18, 2021  
Date  
11-35/1210  
252  
CO  
Pay to the Order of \$ 1,100.00  
ONE THOUSAND ONE HUNDRED — Dollars  
Bank of America  
245 Winston Dr  
San Francisco CA  
859.816.4700  
For YARD CLEANING  
Connie Wong  
[REDACTED]  
GUARDIAN SAFETY FILM

Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
06/22/2021	004492081243	[REDACTED]	Pay Bank	N		Bank of America, NA
06/21/2021	008301430475	[REDACTED]	in Loc/HOFD	Y		Citibank NA



Kitchen ( Stove and Wet Bar) before removal in June 2021

Kitchen in basement before removal in June and July 2021. The Stove and Oven and Exhaust fan were removed in June 2021 and the Sink and base cabinet were Removed in July 2021.



Basement area After Kitchen Removal and During Rewiring

This is space previously occupied by the Kitchen which was removed in June 2021. There were holes in the wall for rewiring.



Basement area after Kitchen Removal

Description: The Stove with Oven has been removed and hauled away in June 2021 and the wet bar removed in July 2021.