



PROOF OF SERVICE BY MAIL

Case: 2014 San Jose Verde Petition

(eff. 4/1/2015)

Resident at space:

I am a citizen of the United States, over 18 years of age, a resident of Santa Clara County and not a party to the within action. My business address is 200 East Santa Clara Street, San José, California, 95113-1905.

On February 5, 2015, I served the documents listed below on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at San José, California addressed as shown on the attached list:

Document	Landlord*	Tenant*	Hearing Officer
Order dated February 5, 2015 with a Stipulation And Order Dismissing October 28, 2014 Petition And Service Reduction Claims; Without Prejudice	X	X	X
Notice of Hearing Cancellations Dates dated February 5, 2015	X	X	X

** Includes representatives, if any.*

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

Executed in San José, California on February 5, 2015.

Theresa Ramos, M.A.

Date: February 5, 2015
Case: San Jose Verde MH Park
(*eff. 4/1/2015*)

NOTICE OF HEARING CANCELTATION

A petition for a rent increase in excess of the amount allowed under Section 17.22.450 of the City of San José's Mobilehome Rent Ordinance for the San Jose Verde Mobilehome Park has been filed with the City of San José's Rental Rights and Referrals (RRR) Program. This notice is intended to provide information to the park owner, mobilehome owners and tenants on the canceled Administrative Hearing dates by the assigned Administrative Hearing Officer, Michel Lowy:

Hearing Date	Time	Location & Room	Location & Room
February 6, 2015	9:00am to 5:00pm	City Hall, Council Chambers	CANCEL
February 9, 2015	9:00am to 5:00pm	City Hall, Wing, Rooms 118,119, & 120	CANCEL

CANCELTATIONS AND RESCHEDULING

The Mobilehome Rent Ordinance has a strict cancelation and rescheduling policy.

MOBILEHOME RESIDENT REPRESENTATION

Mobilehome park residents are encouraged to coordinate on the selection of a spokesperson(s) to represent them as a group or groups. Please sign and return the proxy/non-proxy form to the Rental Rights and Referrals Program, 200 E. Santa Clara St., San Jose, CA 95113

PETITION AND DOCUMENTATION

The park owner is required to file a copy of the petition and all supporting documentation with the RRR Program and make it available at the park office for review during normal business hours. The petition will be available for review at the City of San Jose Housing Department and at San Jose Verde Mobilehome Park's office during normal business hours.

ORDINANCE AND REGULATIONS

The mobilehome administrative hearing process is governed by the City of San José's Mobilehome Rent Ordinance and Regulations. Copies of the Ordinance and Regulations may be obtained from the RRR Program or at www.sjhousing.org.

Should you have any questions, please contact Program staff, Theresa Ramos at (408) 975-4475.

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ORDER

Good cause appearing, the hearing officer hereby accepts the stipulation of the parties. Accordingly, it is ordered and decreed:

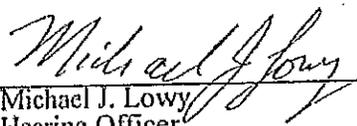
1. Dismissal of the Parkowner's Petition: The Parkowner's October 28, 2014 Petition is hereby dismissed, without prejudice.

2. Dismissal of the Respondents' Service Reduction Claim Forms: The Respondents' Service Reduction Claim Forms are hereby dismissed, without prejudice.

3. Hearing on the Merits Vacated: As a result of the dismissal without prejudice of the October 28, 2014 Petition and the Respondents' Service Reduction Claim Forms, there are no substantive issues pending before the hearing officer and no need for a decision on the merits. Accordingly, the February 6, 2015 hearing on the merits is vacated and these proceedings are hereby terminated, without prejudice.

IT IS SO ORDERED:

Dated: 2/5/15



Michael J. Lowy
Hearing Officer

1 ANTHONY C. RODRIGUEZ (State Bar No. 122479)
2 LAW OFFICE OF ANTHONY C. RODRIGUEZ
3 1425 LEIMERT BOULEVARD, SUITE 101
4 OAKLAND, CALIFORNIA 94602
5 Telephone: (510) 336-1536
6 Facsimile: (510) 336-1537
7 Email: arodesq@pacbell.net

8 Attorney for Petitioner S.J. Verde, LP,
9 dba San Jose Verde

10 MOBILEHOME RENT STABILIZATION ORDINANCE
11 CITY OF SAN JOSE

12 In Re: SAN JOSE VERDE

13 STIPULATION AND ORDER
14 DISMISSING OCTOBER 28, 2014
15 PETITION AND SERVICE
16 REDUCTION CLAIMS, WITHOUT
17 PREJUDICE

18 Date: February 6, 2015
19 Time : 9:00 A.M.
20 Location: City Council Chambers

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1 PARTIES

2 This Stipulation ("Agreement") is entered into by and between (1) S.J. Verde, LP, on
3 the one hand, and (2) those residents represented by Bruce Stanton in the above captioned
4 proceeding, on the other hand.

5 RECITALS

6 A. San Jose Verde is a 149 space mobilehome park, located at 555 Umbarger Road
7 in San Jose, California ("the park"). The park is owned by S. J. Verde, LP, a California
8 Limited Partnership ("the Parkowner").

9 B. On or about October 28, 2014, the Parkowner filed a Mobilehome Petition with
10 the City of San Jose, requesting a \$148.38 special rent increase at each of the 65 rent
11 controlled spaces at the park, effective February 1, 2015 ("the October 28, 2014 Petition").
12 At or about that same time, the Parkowner forwarded a notice to each of the 65 rent controlled
13 spaces at the park, stating that the requested rent increase was subject to review and could not
14 be implemented without approval from the City of San Jose and/or the courts.

15 C. Since October 28, 2014, residents from approximately 60 spaces at the park
16 have filed Mobilehome Resident Proxy Forms, indicating that they are represented by Bruce
17 Stanton ("the Respondents"). Since October 28, 2014, approximately 14 of the residents
18 represented by Bruce Stanton have filed Service Reduction Claim Forms, seeking an offset of
19 any rent increase that might be awarded by the City of San Jose and/or the courts.

20 D. The City of San Jose appointed Michael J. Lowy as the hearing officer with
21 respect to the October 28, 2014 Petition and the Service Reduction Claim Forms.

22 E. On or about December 18, 2014, the City of San Jose's hearing officer
23 conducted a pre-hearing conference with respect to the above captioned matter. At that pre-
24 hearing conference, the hearing on the merits regarding the October 28, 2014 Petition and the
25 Service Reduction Claim Forms was scheduled to commence on January 29, 2015.

26 F. On or about January 12, 2015, the Respondents filed the report of their expert
27 witness, Dr. Kenneth Baar. On or about January 19, 2015, the Parkowner requested a
28 continuance of the January 29, 2015 hearing date, so as to attempt to accumulate evidence in

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1 response to the report of Dr. Kenneth Baar. At that same time, the Parkowner asked the
2 hearing officer to issue subpoenas, so as to enable it to subpoena certain financial records from
3 other parkowners in San Jose, including the purchase price for each park within the city limits
4 and the 2013 or current net operating income for each such park.

5 G. The hearing officer continued the hearing on the merits to February 6, 2015.
6 However, the hearing officer denied the request to subpoena the above described financial
7 records from other parkowners in San Jose.

8 H. The Parkowner has advised the Respondents that as a result of the hearing
9 officer's ruling with respect to the subpoena of the above described financial records, it would
10 be willing to dismiss the October 28, 2014 Petition, without prejudice, provided the
11 Respondents dismissed their Service Reduction Claim Forms, without prejudice.

12 I. Rather than proceeding with the February 6, 2015 hearing on the merits to
13 determine their respective rights and duties regarding the October 28, 2014 Petition and the
14 Service Reduction Claim Forms, the Parkowner and the Respondents have decided to dismiss
15 their respective claims, without prejudice, pursuant to the terms and conditions set forth
16 herein.

17 WHEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
18 CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

19 **STIPULATION**

20 1. Dismissal of the Parkowner's Petition: The Parkowner's October 28, 2014
21 Petition shall be dismissed, without prejudice.

22 2. Dismissal of the Respondents' Service Reduction Claim Forms: The
23 Respondents' Service Reduction Claim Forms shall be dismissed, without prejudice.

24 3. Attorneys' Fees and Costs: The Parkowner and the Respondents shall bear their
25 own attorneys fees and costs with respect to the above captioned proceeding, including the
26 October 28, 2014 Petition and the Service Reduction Claim Forms.

27 4. No Admission of Liability: Neither this Agreement nor the dismissals without
28 prejudice shall be deemed an admission of liability by either the Parkowner or the

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1 Respondents.

2 5. No Use of Attorneys Fees or Costs in Future Proceedings: Should the
3 Parkowner file a Mobilehome Petition at some future point in time, the attorneys' fees and
4 costs incurred by the Parkowner with respect to the above captioned proceeding shall not be
5 included as an expense in any such future proceeding.

6 6. No Impact on Future Mobilehome Petitions: Nothing herein shall preclude the
7 Parkowner from filing a Mobilehome Petition at some future point, including but not limited
8 to a Mobilehome Petition based on the ground that the Parkowner is not receiving a fair return
9 on its investment in the park. However, as stated in paragraph five (5) above, the attorneys'
10 fees and costs incurred by the Parkowner with respect to the above captioned proceeding shall
11 not be included as an expense in any such future proceeding.

12 7. No Impact on Future Service Reduction Claims: Nothing herein shall preclude
13 the Respondents from filing Service Reduction Claims to offset any future Mobilehome
14 Petition the Parkowner may file, including but not limited to the Service Reduction Claims
15 that are being dismissed without prejudice herein.

16 8. No Impact on February 1, 2015 Annual Three Percent (3%) Rent Increase:
17 Nothing herein shall preclude the Parkowner from requesting, receiving, collecting or retaining
18 the annual three percent (3%) Rent Increase that it noticed for February 1, 2015, pursuant to
19 Section 17.22.155C of the San Jose Mobilehome Rent Stabilization Ordinance.

20 9. Release With Respect to the Mobilehome Petition and the Service Reduction
21 Claim Forms: Except as specifically set forth herein the Parkowner and the Respondents, and
22 each of them, hereby waive, release, and covenant not to sue the parties or their agents,
23 officers, managers, employees, insurers or attorneys with regard to any and all claims, causes
24 of action, damages and injuries of whatever nature, whether presently known or unknown,
25 arising out of or in any way connected with the filing of the October 28, 2014 Petition and the
26 Service Reduction Claim Forms.

27 10. Unknown Claims and Waiver of Civil Code Section 1542: Except as
28 specifically set forth herein the Parkowner and the Respondents, and each of them, understand

1 and agree that the above described release covers and includes all claims of every kind and
2 nature, whether known or unknown, suspected or unsuspected, arising out of or in any way
3 connected with the filing of the October 28, 2014 Petition and the Service Reduction Claim
4 Forms. Except as specifically set forth herein the Parkowner and the Respondents, and each
5 of them, expressly agree to waive any and all rights under Section 1542 of the California Civil
6 Code with respect to the released claims, which Section provides as follows:

7 A general release does not extend to claims which the
8 creditor does not know or suspect to exist in his or her favor at
9 the time of executing the release, which if known by him or her
 must have materially affected his or her settlement with the
 debtor.

10 Except as specifically set forth herein the Parkowner and the Respondents, and each
11 of them, understand and acknowledge that the significance and consequence of this waiver of
12 California Civil Code Section 1542 is that even if they should eventually suffer damages
13 arising out of or in any way connected to the matters released hereby, they will not be able to
14 make any claim for those damages. Furthermore, the Parkowner and the Respondents, and
15 each of them, acknowledge that they intend these consequences even as to claims for damages
16 that may exist as of the date of this release but which one or more of them does not know exist,
17 and which, if known, would materially affect the decision to execute this release, regardless
18 of whether any lack of knowledge is the result of ignorance, oversight, error, negligence, or
19 any other cause.

20 11. Heirs, Successors and Assigns: This Agreement shall be binding upon the
21 parties and on their respective heirs, successors, assigns and agents.

22 12. Assignment of Claims: Each of the parties warrants and represents that he, she
23 or it has not assigned his, her or its rights with respect to any of the matters described in this
24 Agreement to any other person or entity and that the party has full authority to enter into this
25 Agreement.

26 13. Amendment: This Agreement may be amended only by a written document
27 signed by the parties to this Agreement.

28 14. Authority to Sign Agreement: Each person signing this Agreement warrants

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1 and represents that he or she has the authority to sign this Agreement on behalf of the person
2 or entity set forth with his or her name on the signature lines below.

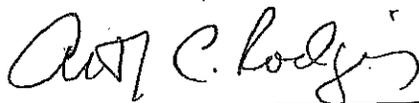
3 15. Signatures: This Agreement may be executed in multiple counterparts and will
4 be binding upon the parties as though one original had been signed by all parties. By
5 execution of this Agreement, each signatory acknowledges and agrees that he or she has read
6 and understands the terms and provisions of this Agreement. In order to facilitate the
7 settlement process, the parties agree to accept facsimile and/ or electronic signatures with
8 respect to the execution of this Agreement.

9 16. Contingent Settlement: This Agreement is contingent upon the hearing officer
10 accepting the dismissals without prejudice of both the Parkowner and the Respondents. This
11 Agreement is contingent also upon the hearing officer vacating the hearing on the merits and
12 issuing an order terminating these proceedings, without prejudice, without a decision on the
13 merits.

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15 IT IS SO STIPULATED:

16
17 **THE PARKOWNER**

18
19 Dated: February 4, 2015



By: Anthony C. Rodriguez, Esq.
Law Office of Anthony C. Rodriguez
Attorney for the Parkowner

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21
22 **THE RESPONDENTS**

23
24 Dated: February _____, 2015

(Facsimile Signature on Next Page)

By: Bruce E. Stanton, Esq.
Law Office of Bruce E. Stanton
Attorney for Respondents

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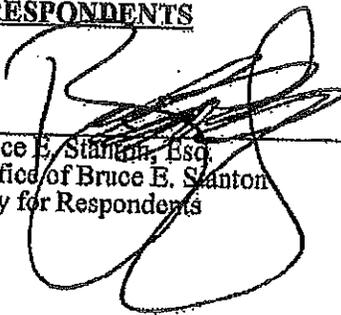
16
17 THE PARKOWNER

18
19 Dated: February _____, 2015

20 By: Anthony C. Rodriguez, Esq.
21 Law Office of Anthony C. Rodriguez
22 Attorney for the Parkowner

23 THE RESPONDENTS

24 Dated: February 4, 2015

25 By: Bruce E. Stanton, Esq.
26 Law Office of Bruce E. Stanton
27 Attorney for Respondents
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Good cause appearing, the hearing officer hereby accepts the stipulation of the parties.

Accordingly, it is ordered and decreed:

1. Dismissal of the Parkowner's Petition: The Parkowner's October 28, 2014 Petition is hereby dismissed, without prejudice.

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IT IS SO ORDERED:

Dated: _____

Michael J. Lowy
Hearing Officer

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