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1 BARRY H. SPITZER, State Bar #161525
2 LAW OFFICE OF BARRY H. SPITZER
3 980 9th Street, Suite 380
4 Sacramento, California 95814

5 Telephone: (916) 442-9002
6 Facsimile: (916) 442-9003

7 Attorneys for Creditor
8 California Correctional Peace Officers Association ("CCPOA")

9
10 UNITED STATES BANKRUPTCY COURT
11 EASTERN DISTRICT OF CALIFORNIA

12 In re:)
13 DONALD L. NOVEY and)
14 CAROL LEE NOVEY,)
15 Debtors.)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

CASE NO. 11-32246-B-13J
D.C. NO. BHS-1
DECLARATION OF BARRY H. SPITZER IN SUPPORT OF MOTION OF OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN

DATE: July 19, 2011
TIME: 9:32 a.m.
DEPT: B; COURTROOM 33
Hon. Thomas C. Holman

I, BARRY H. SPITZER, hereby declare:

1. That I am an attorney licensed to practice law in the State of California and admitted to practice before this Court. I maintain my office at 980 9th Street, Suite 380, Sacramento, CA 95814.

2. That I have personal knowledge of the facts set forth in the accompanying Motion and if called as a witness, I could and would testify competently as to all the matters stated therein.

3. That I attended the first meeting of creditors of the Debtors on June 23, 2011 and I questioned the Debtors. The Debtors testified that the non-primary residence located in Scottsdale, Arizona had not generated any rental income for the Debtors to that date. After the meeting, Debtors attorney faxed to me a rental agreement which indicates a lease

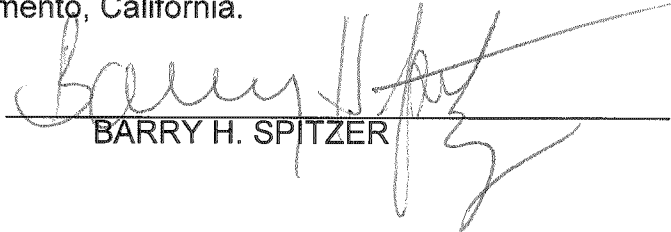
1 of \$600.00 per month, not taking into account any management fees. A true and correct
2 copy of the lease agreement is attached hereto as Exhibit "A."

3 4. That I reviewed the Debtors 2010 federal and state income tax returns. I
4 personally calculated their tax rate for federal was 19.2% and for state was 6.32% based
5 on the income and taxes assessed.

6 5. That according to PERS, Donald Novey receives \$9,970.73 gross pension
7 each month. A true and correct copy of a statement from PERS is attached hereto as
8 Exhibit "B."

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

11 Executed June 29, 2011 at Sacramento, California.

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13 BARRY H. SPITZER
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West USA Realty

Page 1 of 8

RESIDENTIAL LEASE AGREEMENT

Document updated:
February 2008



This pre-printed portion of this form has been drafted by the Arizona Association of REALTORS. Any change to the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



- 1. LANDLORD: Don & Carol Morry C/O Angela Wintersforth or as identified on Line 328.
LANDLORD'S NAME(S)
- 2. TENANT: TENANT:
TENANT'S NAME(S)
- 3. Landlord rents to Tenant and Tenant rents from Landlord, the real property and all fixtures and improvements thereon and
- 4. appurtenances incident thereto, plus personal property described below (collectively the "Premises").
- 5. Premises Address: 7430 E. Chaparral Rd. #240A
- 6. City: Scottsdale AZ, Zip Code: 85250
- 7. Personal Property Included: Washer Dryer Refrigerator Range/Oven Dishwasher Microwave
- 8. Other: All furniture & furnishings, linens, electronics, etc. Fully furnished unit.
- 9. Occupancy: The Premises shall be used only for residential purposes and only by the following named persons:
- 10. Andruba & Laris Garcia
- 11. _____
- 12. Assignment and Occupancy Restrictions: Only persons listed above may occupy the Premises or any part thereof
- 13. without Landlord's prior written consent. If Tenant attempts to sublet, transfer, or assign this Agreement and/or allows
- 14. any persons other than those listed above to occupy the Premises without Landlord's prior written consent, such act
- 15. shall be deemed a material non-compliance by the Tenant of this Agreement and the Landlord may terminate
- 16. this Agreement.
- 17. Addenda Incorporated: Lead-based Paint Disclosure Inventory List
- 18. Other: _____
- 19. Term: The lease shall begin on 06/07/11 at 9pm and end on 12/15/11 at 12pm, at which time this
MONTH/YR TIME MONTH/YR TIME
- 20. lease agreement shall automatically continue on a month-to-month basis, but with all other terms and conditions set forth herein
- 21. remaining the same, unless either party provides written notice to the other of their intention to terminate the lease agreement.
- 22. Notice to terminate the lease agreement at the end of the original term shall be given on or prior to the last rental due date of the
- 23. original term. Notice to terminate, if on a month-to-month basis, shall be given thirty days prior to the periodic rental date specified in
- 24. the notice. At lease termination Tenant shall return all keys/garage door/entry gate openers as described on Lines 107-108 and vacate
- 25. the Premises.
- 26. IF THE TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS AGREEMENT, THE LANDLORD
- 27. SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO MONTHS' PERIODIC RENT OR
- 28. TWICE THE ACTUAL DAMAGES SUSTAINED BY THE LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE
- 29. ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA").
- 30. Earnest Money Receipt: No Earnest Money is required.
- 31. Earnest Money is required in the amount of \$ _____ and shall be held by
- 32. Broker named on Line 283 until offer is accepted. Tenant understands that,
- 33. until offer is accepted, Landlord is entitled to lease the Premises to another Tenant.
- 34. Form of Earnest Money: Personal Check Cashier's Check Other: _____
- 35. Upon acceptance of this offer by Landlord, Earnest Money will be deposited with:
- 36. Broker's Trust Account West USA Realty
(PRINT BROKERAGE FIRM'S NAME)
- 37. Landlord
- 38. Other: _____

Residential Lease Agreement • Updated February 2008
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TENANT: [Signature] TENANT: _____

LANDLORD: [Signature] LANDLORD: _____

Page 1 of 8

EXHIBIT A

Residential Lease Agreement >>

39. All earnest money shall consist of immediately available funds and is subject to collection. In the event any check for earnest money is dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Agreement by notice to Tenant. Upon acceptance of this Agreement by all parties, all earnest money shall be deemed a security deposit.

42. Rent: Tenant shall pay monthly installments of \$ 500.00 plus any applicable sales taxes, which are currently

43. \$ 90 ; totaling \$ 590.90 ("Rent") to: West USA Realty

44. at 7047 E. Greenway Parkway Suite 180 Scottsdale AZ 85254

45. The Rent and all other accrued charges shall be due and payable no later than 5 p.m. on the 7 day of each

46. month (regardless of weekends or holidays). Rent shall be payable in advance without deductions or offsets. Landlord is not required to

47. accept a partial payment of Rent or other charges. If the sales tax changes during the term of this Agreement, Landlord may adjust the

48. amount of Rent due to equal the difference caused by the tax change upon thirty (30) days notice to Tenant.

49. Rent Proration: If the first monthly installment is for a period other than the full month, the Tenant shall pay \$ n/a plus any

50. applicable sales taxes, of \$ n/a, totaling \$ for the period beginning n/a and ending n/a

51. Note: The ARLTA prohibits a landlord from demanding or receiving security, however denominated, including, but not limited to, prepaid Rent in an amount or value in excess of one and one-half month's Rent; however the ARLTA does not prohibit a Tenant from voluntarily paying more than one and one-half month's Rent in advance. The breakdown of the deposit amounts shown below is solely for the purpose of showing how such amounts were calculated and does not limit Landlord's right to use all deposit amounts as permitted by the ARLTA. Deposits may be placed in interest-bearing accounts, which interest shall be retained by the Broker or Landlord. REFUNDABLE DEPOSITS SHALL NOT BE USED AS A CREDIT TOWARDS LAST MONTH'S RENT.

58. Initial Rent Payment: \$ 600.00

59. Refundable Security Deposit Due: "Security" is given to assure payment or performance under this Agreement. "Security" does not

60. include a reasonable charge for redecorating or cleaning.

61. Security deposit: \$ 300.00

62. Pet deposit: + \$ n/a

63. Cleaning deposit: + \$ n/a

64. Non-refundable Charges Due:

65. Cleaning Fee + \$ 125.00 (for additional cleaning and sanitizing of the Premises after Tenant vacates)

66. Redecorating Fee: + \$ n/a (for periodic repair/replacement of floor and window coverings, paint and decorative items after Tenant vacates)

67. Pet Fee: + \$ n/a (for additional wear, tear and cleaning after Tenant vacates)

68. Other Fee: + \$ 182.00 (for \$100 estimate electric, \$32 cable, \$50 internet)

70. Tax Due:

71. Sales tax charged: + \$ 11.97 Tax rate 1.650 % Taxable amount \$ 725.00

72. Total Required Payment: \$ 1,218.97

73. Less earnest money -\$ (becomes security deposit upon acceptance by all parties)

74. BALANCE DUE (CERTIFIED FUNDS): \$ 1,218.97 June 7, 2011

75. Refundable deposits will be held: By Landlord Broker's Trust Account West USA Realty

76. No refundable deposit shall be transferred from the Broker's Trust Account without ten (10) calendar days' written notice to the Tenant. If

77. deposits are held by Landlord, Tenant and Landlord agree to hold Broker harmless of all liability regarding said deposits. If the Premises

78. are surrendered to Landlord at the termination or expiration of this Agreement in a clean and undamaged condition acceptable to Landlord,

79. Landlord shall return the refundable deposits to the Tenant within the time period provided for in the ARLTA. However, if the Premises are

80. delivered to Landlord in an unclean, damaged or unacceptable condition, Landlord shall be entitled to retain all or a portion of the

81. refundable deposits and hold the Tenant liable for any additional charges.

82. Late Charges and Returned Checks: A late charge of \$ 50 after the 9th day & \$ 5/day thereafter.

83. shall be added to all Rent not received by the due date and shall be collectible as Rent. Tenant shall pay a charge of

84. \$ 50.00 for all checks returned from the bank unpaid for any reason, in addition to the late charge provided for on Line 82.

85. These additional charges shall be collectible as Rent if a Rent check has been returned from the bank unpaid for any

86. reason, the Landlord shall be entitled to demand that all sums due pursuant to this Agreement be paid in the form of a

87. cashier's check or money order. >>

Signature lines for Tenant and Landlord, including a QR code and a small table with 'TENANT' and 'LANDLORD' labels.

Residential Lease Agreement >>

- 88. Late or Partial Payments: This acceptance by Landlord of any late or partial payment shall not change the due date or amount of any required payment in the future and shall not relieve Tenant of any obligation to pay the balance of the Rent and any applicable late fees or costs.
- 89.
- 90.
- 91. Credit/Background Report(s): A credit/background report(s) application fee of \$ paid thru website
- 92. is due by separate payment and is non-refundable. This Agreement is conditioned on satisfactory verification and approval by Landlord of Tenant's employment, credit, banking references, income, past rental history, and criminal and/or other background check(s) prior to possession. Tenant consents to these credit/background check(s) by Landlord or Broker.
- 93. Tenant shall complete a separate rental and/or credit application containing all the required information. Tenant warrants that the information is correct and complete and that Tenant has disclosed all pertinent information and has not withheld any information, including, but not limited to, poor credit, early terminations of leases, evictions or bankruptcy. Tenant's material falsification of any information provided to Landlord shall entitle Landlord to terminate this Agreement and pursue all applicable remedies, damages, court costs and reasonable attorneys' fees. The credit history of Tenant with respect to this Agreement may be reported to any credit bureau or reporting agency.
- 94.
- 95.
- 96.
- 97.
- 98.
- 99.
- 100.
- 101. Pets (including, but not limited to animals, fish, reptiles or birds):
 - 102. No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of the Landlord.
 - 103. Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises: _____
- 104. **PET ARE A VIOLATION OF THE HOA RULE AND REGULATIONS** and Tenant
- 105. is required is not required to maintain a liability insurance policy to cover any liability incurred due to pet with a minimum of \$ _____ coverage and cause Landlord to become an "additional insured" under the policy.
- 106.
- 107. Keys: Landlord agrees to deliver to Tenant keys for Premises: 2 Door n/a Pool 1 Mail Box
 - 108. n/a Entry Gate Other: n/a and n/a garage door openers upon possession.
- 109. The Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door openers have been physically returned to Landlord or otherwise satisfactorily accounted for by Tenant. Leaving keys/garage door opener/entry gate opener in or on the Premises will not be considered returned. Tenant agrees to pay all costs related to replacing lost or unreturned keys and/or garage door/entry gate openers. Tenant shall not change the locks or add a deadbolt lock without Landlord's written consent. Tenant acknowledges that unless otherwise provided herein, Premises have not been re-keyed.
- 110.
- 111.
- 112.
- 113.
- 114.
- 115. Utilities: Tenant agrees to arrange, and pay for when due, all utilities except:
 - 116. water, sewer, & trash. See page 6 of additional terms.
- 117. HOA Fees: Homeowners' Association Fees shall be paid by: Landlord Tenant Not applicable
- 118. Maintenance Responsibility: The following shall be the responsibility of the party indicated:
- 119. A. Pool Maintenance:
 - 120. Cleaning/Routine Maintenance: Landlord Tenant Association Not applicable
 - 121. Pool Chemicals: Landlord Tenant Association Not applicable
- 122. B. Routine Pest Control: Landlord Tenant Association Not applicable
- 123. C. Yard Maintenance:
 - 124. Front Yard: Landlord Tenant Association Not applicable
 - 125. Back Yard: Landlord Tenant Association Not applicable
- 126. D. Other: _____ Landlord Tenant Association Not applicable
- 127. Upkeep of the Premises: Tenant has completed all desired physical, environmental or other inspections and investigations of the Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises in a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowner's association or other rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish, garbage and other waste; keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and elevators and other facilities and appliances in a clean and reasonable manner; and generally conduct themselves and others in their charge, including pets, in a manner so as not to disturb their neighbors or in any way, deface, damage, impair or otherwise destroy any part of the Premises. Tenant shall immediately notify Landlord of any situation or occurrence that requires the Landlord to provide maintenance, make repairs, or otherwise requires the Landlord to take action as required by the ARLTA, including, but not limited to any moisture conditions from any source, leaks, evidence of mold/mildew, or of any inoperative mechanical, plumbing or electrical system or component thereof. In the event the Tenant notifies Landlord of any condition requiring the Landlord to make repairs or perform maintenance, such notice shall constitute permission from the Tenant for the Landlord to enter the Premises for the sole purpose of making the repairs or performing the maintenance requested. If Tenant fails to comply with such requirements, Landlord may make necessary repairs and submit a bill to Tenant subject to the provisions

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AICR	
TENANT	TENANT

4/18/2011

Initialed: 

LANDLORD	LANDLORD
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Residential Lease Agreement >>

141. of the ARLTA. Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs, water filters and smoke alarm and/or
142. carbon monoxide detector batteries as frequently as conditions require, or as otherwise provided. Landlord agrees to maintain the
143. Premises as provided in the ARLTA and shall comply with the requirements of applicable building codes, homeowner's association or
144. other rules and regulations, make all repairs necessary to keep the Premises in a fit and habitable condition and maintain common areas.

145. Crime-Free Provision: Tenant, occupants, family, guests, invitees, or other persons under the Tenant's control shall not engage in or
146. facilitate: (i) any acts involving imminent or actual serious property damage as defined by law; (ii) any criminal activity, including drug-
147. related criminal activity, any act of violence or threats of violence, other illegal activity, including prostitution, criminal street gang
148. activity, threatening or intimidating, unlawful discharge of firearms, or assault; (iii) jeopardize the health, safety and welfare of tenants,
149. Landlord, Landlord's representatives, agents or others.

150. VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THIS AGREEMENT
151. AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.

152. Rules and Law: Tenant has either received a copy of any rules, regulations, covenants, conditions and restrictions, homeowners'
153. association rules, ordinances, and laws ("Rules and Law") concerning the Premises, or has made an independent investigation
154. of the applicability of any such Rules and Law to Tenant's use of the Premises. If the homeowner's association, state, county,
155. municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Agreement, the
156. Landlord may make immediate amendments to bring this Agreement into compliance with the law. In such event, the Landlord
157. agrees to give Tenant notice that this Agreement has been amended and shall provide a brief description of the amendment and
158. the effective date.

159. Compliance with Rules and Law: Landlord and Tenant agree to comply with the applicable Rules and Law concerning the
160. Premises. Tenant agrees to supervise other occupants, family, guests, invitees, or other persons under the Tenant's control to
161. ensure their compliance with the Rules and Law and shall be responsible for any actions of the foregoing who violate this
162. Agreement or the applicable Rules and Law. Tenant shall immediately notify Landlord upon receipt of any notice of violation
163. and shall pay any fines or penalties assessed by any governing body as a result of Tenant's noncompliance with Rules
164. and Law.

165. Swimming Pool Barrier Regulations: Tenant agrees to investigate all applicable state, county, and municipal Swimming
166. Pool Barrier Regulations and agrees to comply with said regulations while occupying the Premises, unless otherwise agreed
167. in writing. If the Premises contains a swimming pool, Tenant acknowledges receipt of the Arizona Department of Health
168. Services approved private pool safety notice. Landlord and Tenant expressly release and indemnify brokers from any and all liability
169. and responsibility for compliance with any applicable pool barrier laws and regulations.

170. (TENANT'S INITIALS REQUIRED) [Signature] TENANT TENANT

171. Lead-based Paint Disclosure: If the Premises were built prior to 1978, the Landlord shall: (i) notify the Tenant of any known
172. lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide the Tenant with any LBP risk assessments or inspections
173. of the Premises in the Landlord's possession; (iii) provide the Tenant with the Disclosure of Information on Lead-based Paint
174. and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the
175. pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information").

176. [X] The Premises were constructed prior to 1978 and Tenant has received and executed the Disclosure of Information on
177. Lead-based Paint and Lead-based Paint Hazards, and has received any reports, records, pamphlets, and/or other materials
178. referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home."

179. (TENANT'S INITIALS REQUIRED) [Signature] TENANT TENANT

180. OR
181. [] Premises were constructed in 1978 or later.

182. (TENANT'S INITIALS REQUIRED) TENANT TENANT

183. Smoke Detectors: The Premises [X] does [] does not contain smoke detector(s). If yes, Tenant shall maintain the
184. detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or missing from
185. the Premises.

186. Carbon Monoxide Detectors: The Premises [] does [X] does not contain carbon monoxide detector(s). If yes, Tenant shall
187. maintain the detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or
188. missing from the Premises.

189. Fire Sprinklers: The Premises [] does [X] does not contain fire sprinklers. If yes, Tenant shall notify Landlord if the
190. sprinklers are not working properly or are missing from the Premises.

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[Tenant Signature] [Landlord Signature]
TENANT TENANT LANDLORD LANDLORD

Residential Lease Agreement >>

- 191. Alterations and Improvements: Tenant shall not make any alterations or improvements to the Premises without Landlord's
- 192. prior written consent.
- 193. Tenant Liability/Owner's Insurance: Tenant assumes all liability for personal injury, property damage or loss, and insurable
- 194. risks. Landlord strongly recommends that Tenant obtain and keep renter's insurance in full force and effect during the full term
- 195. of this Agreement.
- 196. Access: Tenant shall not unreasonably withhold consent to Landlord or Landlord's representative(s) to enter into the Premises to
- 197. inspect, make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or
- 198. exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the
- 199. Premises without consent of the Tenant in case of emergency. Landlord shall not abuse the right to access or use it to harass the
- 200. Tenant. Except in case of emergency or if it is impracticable to do so, Landlord shall give the Tenant at least two days' notice of
- 201. the intent to enter and enter only at reasonable times.
- 202. Tenant Obligations upon Vacating Premises: Upon termination of this Agreement, Tenant promises to surrender the Premises
- 203. to Landlord in the same condition as when the Agreement term commenced, reasonable wear and tear excepted; all debts will
- 204. be removed from the Premises; mail forwarded; and keys/garage door opener/entry gate opener returned to Landlord. Tenant shall
- 205. have all utilities on until after move-out inspection.
- 206. Trustee's Sale Notice: Landlord shall not allow the Premises to become the subject of a trustee's sale. Tenant shall notify
- 207. Landlord immediately upon receipt of any notice of trustee's sale. Tenant acknowledges that pursuant to law, Tenant's rights under
- 208. this Agreement may be terminated in the event of a trustee's sale.
- 209. Death of Tenant: Tenant may provide and update Landlord with the name and contact information of a person who is authorized to

Residential Lease Agreement >>

- 242. Construction of Language: The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. The use of the term Landlord in this Agreement shall include any Property Manager named on Line 328.
- 243.
- 244.
- 245. Court Modification: If any provision of this Agreement is found by a court to be invalid, illegal or vague, the parties agree that such provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and enforceable and that all other provisions of this Agreement shall remain in full force and effect.
- 246.
- 247.
- 248. Days: All references to days in this Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m.
- 249.
- 250. Notices: Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and shall be delivered to Landlord at the address set forth on Line 318 and to Tenant at the Premises and shall be sent by registered or certified mail, or personally delivered. Such notice shall be deemed received on the date the notice is actually received or five (5) days after the date the notice is mailed by registered or certified mail, whichever occurs first.
- 251.
- 252.
- 253.
- 254. Additional Terms:
- 255. Lease term will end on Dec. 15, 2011 at 12pm with no extension option unless otherwise
- 256. agreed in writing.
- 257.
- 258. This is a month to month lease agreement effective the 7th day of each month. Tenant
- 259. holds the right to cancel lease agreement with a 30 day written notice to property
- 260. manager.
- 261.
- 262. This is a non-smoking unit and does not allow pets. If either is detected a \$300 fee
- 263. will be charged to the tenant & security deposit will be immediately forfeited.
- 264.
- 265. First move in check of \$1218.97 is due in the form of a cashier check payable to West
- 266. USA Realty.
- 267.
- 268. Monthly cost breakdown: \$600 rent + \$9.90 tax + \$100 estimated electric use + \$50
- 269. Internet + \$32 basic cable = \$791.90 payable to West USA Realty on the 7th day of each
- 270. month.
- 271. Tenant Acknowledgment: By signing below, Tenant acknowledges that: (i) A free copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Secretary of State's Office; (ii) The Landlord shall furnish upon move-in, a move-in form for specifying any existing damages to the Premises and Tenant shall return the completed move-in form to Landlord within five (5) days or _____ days of occupancy or Tenant shall accept the Premises in its existing condition; (iii) The Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (iv) Tenant understands and agrees to the terms and conditions of this Agreement, and acknowledges a receipt of a copy of all 8 pages of the Agreement and any addenda.
- 272.
- 273.
- 274.
- 275.
- 276.
- 277.
- 278. INDEMNITY AND RELEASE: THE PARTIES TO THIS AGREEMENT AGREE TO INDEMNIFY AND HOLD HARMLESS
- 279. BROKERS, PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES OR EMPLOYEES
- 280. FROM ANY LOSS, CLAIM, LIABILITY OR EXPENSE ARISING FROM INJURY TO ANY PERSON OR DAMAGE TO OR
- 281. LOSS OF ANY PROPERTY, IN ANY WAY CAUSED BY THE PARTIES AND TENANT'S FAMILY, GUESTS, INVITEES,
- 282. AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.
- 283.
- (TENANT'S INITIALS REQUIRED) MP _____
- TENANT TENANT
- 284. Terms of Acceptance: This offer will become a binding lease agreement when acceptance is signed by Landlord and a signed
- 285. copy delivered in person, by mail, facsimile or electronically, and received by Broker named on Line 304 by
- 286. June 7, 2011 at 8 a.m. p.m., Mountain Standard Time. Tenant may withdraw this offer
- 287. of any time prior to receipt of Landlord's signed acceptance. If no signed acceptance is received by this date and time, this offer
- 288. shall be deemed withdrawn and the Tenant's earnest money shall be returned.
- 289. THIS AGREEMENT CONTAINS 8 PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS.
- 290. PLEASE ENSURE THAT YOU HAVE RECEIVED AND READ ALL 8 PAGES AS WELL AS ANY ADDENDA
- 291. AND ATTACHMENTS.

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Residential Lease Agreement >>

292. Broker on behalf of Tenant:

West USA Realty

293. Angela Wipperfurth aw168 West USA Realty wusa02
 PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

294. 7047 E. Greenway Parkway #180 Scottsdale AZ 85254
 FIRM ADDRESS CITY STATE ZIP CODE

295. (602) 525-6410 (602) 564-6338 angela.w@cox.net
 TELEPHONE FAX EMAIL

296. Agency Confirmation: The Broker named on Line 293 is the agent of (check one):

297. the Tenant the Landlord or both the Tenant and the Landlord

298. The undersigned agree to lease the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including this Tenant Attachment.

300. [Signature] 6/7/2011 [Signature]
 TENANT'S SIGNATURE MO/D/YR TENANT'S SIGNATURE MO/D/YR

301. TENANT: Asdrubal Garcia

302. ADDRESS _____
 CITY STATE ZIP CODE

LANDLORD ACCEPTANCE

303. Broker on behalf of Landlord:

304. Angela Wipperfurth aw168 West USA Realty wusa02
 PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

305. 7047 E. Greenway Hwy. Suite 180 Scottsdale AZ 85254
 FIRM ADDRESS CITY STATE ZIP CODE

306. (602) 525-6410 (602) 564-6338 angela.w@cox.net
 TELEPHONE FAX EMAIL

307. Broker is not authorized to receive notices or act on behalf of Landlord unless indicated on Lines 315-318 below.

308. Agency Confirmation: The Broker named on Line 304 is the agent of (check one):

309. the Landlord exclusively, or the Landlord and the Tenant.

310. Property Manager, if any, authorized to manage the Premises and act on behalf of Landlord pursuant to separate written agreement:

312. Angela Wipperfurth (480) 948-5534
 NAME TELEPHONE

313. West USA Realty (602) 525-6410
 FIRM TELEPHONE

314. 7047 E. Greenway Hwy. Suite 180 Scottsdale AZ 85254
 ADDRESS CITY STATE ZIP CODE

315. Landlord or the person authorized to act on behalf of the Landlord for receiving service of process, notices, and demands is:

316. Don & Carol Mowry C/O Angela Wipperfurth _____
 NAME TELEPHONE

317. West USA Realty (602) 525-6410
 FIRM TELEPHONE

318. 7047 E. Greenway Hwy. Suite 180 Scottsdale AZ 85254
 ADDRESS CITY STATE ZIP CODE

[Signature]
 TENANT TENANT

[Signature]
 LANDLORD LANDLORD

Residential Lease Agreement >>

319. Landlord Acknowledgment: Landlord has read this entire Agreement. The Landlord acknowledges that Landlord understands the terms and conditions contained herein. The Landlord accepts and agrees to be bound by the terms and conditions of this Agreement. The Landlord has received a signed copy of this Agreement and directs the Broker to deliver a signed copy to the Tenant, and to any other Broker involved in this Agreement.

323. LANDLORD ACKNOWLEDGES THAT LANDLORD HAS PROVIDED THE REQUIRED INFORMATION ON RESIDENTIAL RENTAL PROPERTY TO THE APPLICABLE COUNTY ASSESSOR.

325. Counter Offer is attached, which is incorporated herein by reference. If there is a conflict between this Agreement and the Counter Offer, the provisions of the Counter Offer shall be controlling. (Note: If this box is checked, Landlord should sign both Agreement and Counter Offer.)

328. [Signature] 6/7/11
LANDLORD/PROPERTY MANAGER SIGNATURE MO/DAY/YR

329. Don & Carol Kozay C/O Angela W
PRINT LANDLORD NAME PRINT LANDLORD NAME

330. Angela Wipperfurth
PRINT PROPERTY MANAGER NAME

331. 7047 S. Greenway Driv, Suite 180
ADDRESS

332. Scottsdale AZ 85254
CITY STATE ZIP CODE CITY STATE ZIP CODE

333. OFFER REJECTED BY LANDLORD: _____ MONTH _____ DAY _____ YEAR (LANDLORD'S INITIALS)

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ (MO/DAY/YR)



California Public Employees' Retirement System
Office of Stakeholder Relations
P.O. Box 942701
Sacramento, CA 94229-2701
TTY: (916) 795-3240
(916) 795-3991 phone • (916) 795-3507 fax
www.calpers.ca.gov

June 28, 2011

Mr. Ryan Sherman
Ryan.sherman@ccpoa.org

Subject: Public Records Request- Retirement income of Don Novey

Dear Mr. Sherman:

This letter is in response to your Public Records Act request received by the Office of Stakeholder Relations on June 28, 2011. This letter is in response to your request for the annual income of Don Novey.

As of July 1, 2011 the above named annuitant is currently receiving a monthly gross benefit of \$9,970.73.

Thank you for your inquiry. By providing you with this information, we consider your Public Records Act request fulfilled and will close this file.

Sincerely,

A handwritten signature in black ink, appearing to read "Laura S. Enderton", written over a horizontal line.

LAURA S. ENDERTON
Stakeholder Relations Manager
Office of Stakeholder Relations

EXHIBIT B