

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties** (answer one):
- a. ☒ This statement is submitted by party (name): Gerard F. Keena, II Receiver
- b. ☐ This statement is submitted jointly by parties (names):
2. **Complaint and cross-complaint** (to be answered by plaintiffs and cross-complainants only)
- a. The complaint was filed on (date):
- b. ☐ The cross-complaint, if any, was filed on (date):
3. **Service** (to be answered by plaintiffs and cross-complainants only)
- a. ☒ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
- b. ☐ The following parties named in the complaint or cross-complaint
- (1) ☐ have not been served (specify names and explain why not):
- (2) ☐ have been served but have not appeared and have not been dismissed (specify names):
- (3) ☐ have had a default entered against them (specify names):
- c. ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
4. **Description of case**
- a. Type of case in ☒ complaint ☐ cross-complaint (Describe, including causes of action):
- Court-appointed Receiver for Health and Safety violations for the property located at 1911 Harmon Street, Berkeley, California on April 13, 2017.

PLAINTIFF/PETITIONER: People of the State of California (City of Berkeley)	CASE NUMBER:
DEFENDANT/RESPONDENT: Leonard Felton Powell, et al	RG15762567

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*
Habitat for Humanity is currently abating the health and safety code violations. It is anticipated that construction will be completed by the end of September 2018.

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**

The party or parties request ☐ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**

a. ☐ The trial has been set for (date):

b. ☐ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain):*

c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability):*

7. **Estimated length of trial**

The party or parties estimate that the trial will take *(check one):*

a. ☐ days *(specify number):*

b. ☐ hours (short causes) *(specify):*

8. **Trial representation** *(to be answered for each party)*

The party or parties will be represented at trial ☒ by the attorney or party listed in the caption ☐ by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

☐ Additional representation is described in Attachment 8.

9. **Preference**

☐ This case is entitled to preference *(specify code section):*

10. **Alternative dispute resolution (ADR)**

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel ☐ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation** *(if available).*

(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption):*

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10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

a. ☐ Insurance carrier, if any, for party filing this statement (*name*):

b. Reservation of rights: ☐ Yes ☐ No

c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

Status:

b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by *(name party)*:

☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (specify moving party, type of motion, and reasons):

☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

Date

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

PLAINTIFF/PETITIONER: People of the State of California (City of Berkeley)	CASE NUMBER: RG15762567
DEFENDANT/RESPONDENT: Leonard Felton Powell, et al	

17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (*if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case*):

18. Other issues

- ☒ The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*):
Please see attached statement.

19. Meet and confer

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (*if not, explain*):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (*specify*):

20. Total number of pages attached (*if any*): 25

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: October 19, 2018

Gerard F. Keena, II Receiver

(TYPE OR PRINT NAME)

Gerard F. Keena II

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

PLAINTIFF/PETITIONER: The City of Berkeley
DEFENDANT/RESPONDENT: Leonard Felton Powell

Case No. RG15762567

18. Other Issues

By Way of Background:

On April 13, 2017, in the Superior Court of California, County of Alameda, The Honorable Kimberly E. Colwell appointed Gerard F. Keena, II, Receiver over the property known as 1911 Harmon Street, Berkeley, CA (“Property”). The City’s petition asserted, and this Court found, that the Property was maintained in such a condition as to violate the Health & Safety Code and Berkeley Municipal Code, thus creating a nuisance which substantially endangered the health and safety of the public pursuant to Health & Safety Code Section 17980.6

The Court ordered that the Receiver conduct an initial investigation and prepare a budget proposal and operating plan for the rehabilitation of the Property in which Leonard F. Powell (“Mr. Powell”) and his family resided. As described by the Order, the Receiver was instructed to correct all violations existing within the Property and ensure violations did not reoccur. One of the Receiver’s major considerations throughout the course of the Receivership was the goal that Mr. Powell and his family would resume their residency in the house at 1911 Harmon Street after the work was completed.

On June 17, 2017, the Receiver presented his “preliminary” plan to the Court and a request to borrow \$175,000 in order to begin work. The plan consisted of two phases. Phase 1 included removing all of the personal property from the home, as well as relocating anyone occupying the Property, including Mr. Powell and his eight family members. Phase 2 included developing a scope of work for the remediation of the known code violations, arranging permanent financing, completing the scope of work, and allowing Mr. Powell to return to his house. Judge Colwell approved this preliminary plan and work on the Property began. The Receiver agreed to waive his fees to prepare the preliminary plan as a cost saving measure.

On November 7, 2017, the Receiver reported to this Court that Phase 1 had been completed but at a much greater cost than anticipated, primarily due to the fact that Mr. Powell and his eight family members had to be relocated to an Extended Stay Hotel, as well as a local YMCA, for nearly three months after the agreed upon move-out date.

The Receiver also reported that after the basement was emptied and inspected, the architect determined that the foundation was inadequate to support the three-story building. As a consequence, the Receiver contracted with a local structural engineer, Mr. Gene St. Onge of St. Onge & Associates, to address the foundation issues. The house leaned to one side and the floors sloped more than six inches from one side of the room to the other. A plan was developed to address these issues, however, due to the extensive nature of the required foundation repairs, this additional work dramatically increased the original rehabilitation estimate. (See **Exhibit A**, Cost of Project Summary).

Due to the extent of the structural repairs, the Receiver also tested the house for lead and asbestos to ensure the safety of workers and contractors. Regrettably, these tests revealed positive results for lead and asbestos, both of which required expensive remediation work. As a consequence, this unanticipated additional work, again, dramatically increased the original rehabilitation estimate (See **Exhibit A**).

Additionally, for Mr. Powell to qualify for federally -subsidized mortgage financing, the entire house had to meet Federal Home Association guidelines for habitability. To meet these mandatory requirements, the Receiver had to fix additional items that were not on the original list of code violations as well as to bring the house up to current building code standards for a duplex (See **Exhibit A**).

To address these construction cost issues the Receiver consulted with numerous professionals to find alternatives to reduce the scope of work. For example, the Receiver contacted many different contractors as well as the City of Berkeley's Building Department to solicit their ideas on how to reduce the scope of work and subsequent cost increases. Additionally, the Receiver hired a local architect and a structural engineer to advise him on optimal methods of value engineering the construction work.

Despite these efforts the costs of construction remained dramatically higher than originally anticipated. Aware of this financial burden, the Receiver was hesitant to recommend an as-is sale of the Property since that option would undermine Mr. Powell's ability to move back into his home. Additionally, an as-is sale did not accomplish the goal for which the Receiver was appointed, i.e. to correct all of the violations existing upon the Property and to ensure future violations did not occur.

The Receiver clearly stated in his November 7, 2017 report to this Court the substantial increase in costs associated with performing the aforementioned additional work. The Court approved the Receiver's plan to proceed and Habitat for Humanity was hired to do the work.

On June 28, 2018, the Receiver reported that construction would be completed in the Fall of 2018 and permanent financing would need to be procured by Mr Powell in order for Mr Powell and his family to move back into their house. At that time, Mr. Powell was clearly informed that he would need to seek permanent financing in the amount of \$600,000, as \$100,000 would be provided by the City of Berkeley. Various financing options were outlined to the Court regarding how much debt Mr Powell could afford. The most likely scenario was for Mr. Powell to apply for a Veteran loan and rent the upstairs unit at market rate.

On September 12, 2018, Mr. Powell applied for a loan from Realtech Financial Services, but was only willing to apply for a maximum loan of \$325,000. This amount was only half the amount that he needed to apply for to maintain ownership of his home. The loan did not reflect any potential income associated with renting the upstairs unit.

On September 18, 2018, The Receiver reported to this Court that Mr. Powell was unwilling to procure financing necessary to pay off the construction-related costs and wanted to sue the City of Berkeley. The Receiver once again explained that the longer Mr. Powell took to refinance his home the less likely Mr. Powell would be able to afford his home. The Receiver reiterated that

he was willing to waive the majority of his Receiver fees if Mr. Powell was willing to procure the necessary financing to move back into his house. Judge Coldwell decided to continue the hearing at that time so that Mr. Powell could obtain new counsel in order to sue the City of Berkeley for the loan shortfall and the appointment of the Receiver.

On October 12, 2018 the Receiver met with Mr. Powell and his new attorney, Audrey Shields, as well as City of Berkeley representatives Raquel Molina and Shallon Allen to review and discuss financing options. After nearly three hours of discussion Mr. Powell agreed to apply for the maximum loan he could obtain based on the following terms: (1) Mr. Powell will agree to rent the upstairs unit, (2) he will co-borrow with his grand-daughter Myla, and, (3) he will endeavor to transfer a \$40,000 loan to one of two properties he owns in Oakland. As a result, Mr. Powell may be able to qualify for a loan large enough to finance the construction-related costs.

On October 15, 2018, the Property passed final inspection from the City of Berkeley Building and Planning Department. The Receiver is now awaiting a formal certificate of occupancy (See **Exhibit B**). The Receiver has consulted with local real estate experts who identified current comparable property sales and subsequently estimated the value of 1911 Harmon Street to range from \$1,200,000 to \$1,400,000.

On October 22, 2018, the Receiver spoke to Mr. Powell's chosen lender, Mr. George Tribble, of Realtech Financial Services, to inquire about the status of Mr. Powell obtaining permanent financing in the amount of \$600,000 in order to secure a Veteran loan. At the time of their conversation, Mr. Powell had not yet provided Mr. Tribble with all of the necessary documents required in order for the lender to complete the loan application process and approve Mr. Powell for the larger loan.

Next Steps & Timeline prior to November 6, 2018 Hearing:

Mr. Powell is to obtain a Certificate of Conditional Loan Approval from a lender in the amount of no less than \$600,000 by November 6, 2018. In addition, Mr. Powell will transfer an existing \$40,000 Deed of Trust from his Berkeley Property (i.e., 1911 Harmon Street) to either one of the two properties he owns in Oakland. However, if Mr. Powell does not transfer the \$40,000 Deed of Trust, Mr. Powell will be required to obtain a Certificate of Conditional Loan Approval from a lender in the amount of no less than \$640,000 by November 6, 2018.

The Receiver has, once again, requested the City of Berkeley to confirm their willingness to subordinate their \$100,000 Senior Rehabilitation Loan to a Veteran loan. In fact, the ability for Mr. Powell to obtain any type of loan will be precluded if the subordination of the Senior Rehabilitation Loan does not occur. To date, this request has not been reaffirmed by the City of Berkeley.

The Receiver's goal has always been for Mr. Powell to maintain ownership of the Property and, ultimately, for Mr. Powell and his family to return to 1911 Harmon Street. Therefore, if the above conditions are met, the Receiver is willing to waive the necessary portion of his fees required for Mr. Powell to secure permanent financing and maintain ownership of his home. However, if the City of Berkeley is no longer willing to subordinate the Senior Rehabilitation

Loan as described above, or, if Mr. Powell is unable or unwilling to meet the above terms by November 6, 2018, the Receiver will request authority from this Court to sell the Property and will withdraw his offer to waive the majority of his Receiver fees.

The Receiver will continue to speak with non-profit agencies that assist elderly, disabled veterans such as Habitat for Humanity, Rebuilding Together, Community Energy Services, and Enterprise Community Partners in an effort to convince one or all of them to donate funds in support of Mr. Powell retaining ownership of his home.

The Receiver has also approached the City of Berkeley numerous times to consider increasing their loan amount to cover any potential financing shortfall incurred by Mr. Powell; however, to date, the City of Berkeley has declined to do so.

Exhibit A

1911 Harmon Street Cost of Project Summary

	Amount Paid	Amount Accrued	Total
Receiver Staff	24,497.66	21,573.91	46,071.57
Receiver Fees	11,450.00	115,750.00	127,200.00
Storage, Insurance, etc.	3,103.52	9,115.91	12,219.43
Architect, Appraisal, Testin	15,715.00	0.00	15,715.00
Legal Fees	14,350.00	0.00	14,350.00
Moving and Relocating Mr. Powell and Family	20,250.22	0.00	20,250.22
Loan Fees (Receivership Lending)	500.00	0.00	500.00
	89,866.40	146,439.82	\$ 236,306.22

Construction Costs

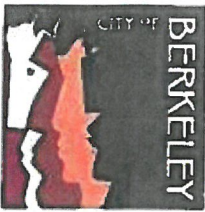
Habitat for Humanity Construction Contract			
Original Bid:	328,396.25		
Duplex Conversion Costs	43,532.00		
Foundation, Asbestos, Lead	124,800.00		
Additional City Building Dept. Requirements	42,899.85		
	539,628.10		\$ 539,628.10
City Funding	100,000.00		
Bank Loan Funding	535,000.00		
	635,000.00		

October 2018

Amounts to Finish through October 31, 2018

Receiver Fees	6,400.00	0.00	6,400.00
Receiver Staff Fees	4,300.00	0.00	4,300.00
Storage/Insurance, etc.	900.00	0.00	900.00
Bank Interest Fees	3,500.00		3,500.00
			\$ 15,100.00
		Project Total	\$ 791,034.32

Exhibit B



JOB CARD

Permit #: B2018-00665

Planning & Development Department
BUILDING & SAFETY DIVISION
1947 Center Street, 3rd floor
Berkeley, CA 94704

Property Address:

1911 HARMON St

Owner's Name: POWELL LEONARD F TR

Owner's Address: 1911 HARMON ST, BERKELEY, CA 94703

Description of Work: Residential remodel and rehab of Duplex per Notice of Substandard Letter. (Accelerated OK per P.J.)

California Building Standards Code Edition the permit was issued under: 2016

Occupancy Group(s): R-3 Residential: **Description of Use:** Residential/Alteration
Dwellings (1 or
2 Units),
Townhomes,
Congregate
Living

Constuction Type: VB

Automatic Fire Sprinklers: ☐ Yes ☒ No

INSPECTION SCHEDULING (Building, Electrical, Mechanical, Plumbing, Fire, Public Works/Engineering) :
To Schedule Online please visit: <http://permits.CityofBerkeley.info> and choose the "Building Permits" tab.
To Schedule Inspections for Building Permits by phone using the automated inspection scheduling system call 510-981-7440, press 1.
To Schedule Fire Inspections please call 510-981-7440, press 4.
To Schedule Public Works Engineering Inspections call 510-981-7440, press 5.

Notice and Warning: Do not cover any work until it has been inspected and approved. This job card and the approved set of plans printed at full scale must be available for each inspection, or the inspection will not be performed.

A re-inspection fee will be charged when a return trip is necessary due to the following: 1) Work not ready for the inspection requested; 2) Deficiencies found in the previous inspection still not corrected, or new deficiencies were created; 3) Lack of access to the work to be inspected; 4) Lack of approved plans or this job card on the job site.

- **WORK PERMITTED UNDER THIS BUILDING PERMIT NUMBER MUST BE COMPLETED WITHIN ONE (1) YEAR OF THE ISSUE DATE.**
- **IF THIS PROJECT IS ASSOCIATED WITH A CODE ENFORCEMENT CASE, THE DATES SPECIFIED IN THE NOTICE(S) OF VIOLATION TAKE PRECEDENCE OVER ANY TIMELINES SPECIFIED ON THE PERMIT.**
- **TO REQUEST AN EXTENSION OF TIME TO COMPLETE WORK BEFORE YOUR PERMIT EXPIRES, PLEASE VISIT THE BUILDING & SAFETY DIVISION TO REQUEST AN EXTENSION AND PAY ASSOCIATED FEES.**
- **IF THE PERMIT HAS EXPIRED AND A NEW PERMIT IS REQUIRED TO COMPLETE THE WORK, A NEW PERMIT APPLICATION AND PLANS SHALL BE FILED DESCRIBING THE REMAINING WORK TO BE DONE.**
- **ELECTRICAL, MECHANICAL & PLUMBING PERMITS MUST BE ISSUED AND PERMIT FEES PAID PRIOR TO REQUESTING ASSOCIATED INSPECTIONS.**
- **THIS JOB CARD SHALL BE POSTED IN A VISIBLE PLACE ON JOB SITE.**
- **A PRINTED SET OF APPROVED PLANS AND PERMIT DOCUMENTS SHALL BE KEPT ON JOB SITE AT ALL TIMES WHEN WORK IS IN PROGRESS.**
- **AFTER THE COMPLETION OF THE PROJECT AND ONCE ALL SIGNATURES HAVE BEEN OBTAINED FROM INSPECTOR(S), THE OWNER OF THE PROPERTY SHALL RETAIN THIS CARD FOR THEIR RECORDS.**

CITY OF BERKELEY INSPECTION RECORD CARD

(See reverse side of this card for permit-specific information)

Address: 1911 HARMON St

Permit #: B2018-00665

Inspection Code	Inspection Type	Inspector's Initial's/Approval	Date	Inspection Code	Inspection Type	Inspector's Initial's/Approval	Date
BUILDING INSPECTION TYPES				MECHANICAL INSPECTION TYPES			
1004	<input type="checkbox"/> Setbacks/Survey			3010	<input type="checkbox"/> Mechanical Underfloor		
1005	<input type="checkbox"/> Demolition			3020	<input type="checkbox"/> Mechanical Rough	GA	6/20/18
1015	<input checked="" type="checkbox"/> Piers prior to poured	GA	9/26/18	3030	<input type="checkbox"/> Fire/Smoke Dampers		
1020	<input type="checkbox"/> Foundation prior to pour	GA	9/16/18	3040	<input type="checkbox"/> Hydronic Test		
1030	<input type="checkbox"/> Anchor Bolts & Holdowns			PLUMBING INSPECTION TYPES			
1035	<input type="checkbox"/> Post Tension Slab			4010	<input type="checkbox"/> Underground / Underfloor		
1040	<input type="checkbox"/> Slab \ Concrete floor			4020	<input type="checkbox"/> Plumbing Rough	GA	5/30/18
1050	<input type="checkbox"/> Shotcrete			4030	<input type="checkbox"/> Shower Pan Test		
1065	<input type="checkbox"/> Concrete Masiny Unit			4040	<input type="checkbox"/> Water Service		
1075	<input type="checkbox"/> Underfloor Framing			4050	<input type="checkbox"/> Gas Test	JEF	9/25/18
1080	<input type="checkbox"/> Underfloor Insulation	JEF	9/5/18	4060	<input type="checkbox"/> Gas Meter Release		
1090	<input checked="" type="checkbox"/> Interior Shear Wall (3)	JEF	6/27/18	POOL / SPA			
1100	<input checked="" type="checkbox"/> Exterior Shear Wall	Ja	6/27/18	5160	<input type="checkbox"/> Pre-Gunite		
1110	<input type="checkbox"/> Exterior Sheathing			5170	<input type="checkbox"/> Pre-Plaster		
1120	<input type="checkbox"/> Moment Frame			5175	<input type="checkbox"/> Final Pool		
1130	<input checked="" type="checkbox"/> Roof Sheathing Nailing	JEF	7/9/18	5185	<input type="checkbox"/> Bonding-Cavity/Deck		
1140	<input type="checkbox"/> Ext. Gypsum Sheathing			PUBLIC WORKS			
1150	<input type="checkbox"/> Framing (1)	GA	6/20/18	6000	<input type="checkbox"/> Public Works Electrical		
1160	<input type="checkbox"/> Exterior Lath			6010	<input type="checkbox"/> Public Works Rough		
1170	<input type="checkbox"/> Insulation (2)	JEF	6/27/18	6020	<input type="checkbox"/> Sewer Lateral (PSL)		
1180	<input checked="" type="checkbox"/> Drywall	JEF	7/19/18	6030	<input type="checkbox"/> Public Works Final		
1190	<input type="checkbox"/> Wet Wall/Tile Backing	JEF	9/13/18	FINAL INSPECTIONS			
1200	<input type="checkbox"/> T-bar / Suspended Ceiling			1200	<input checked="" type="checkbox"/> Building	JEF	10/15/18
1210	<input type="checkbox"/> Roof in Progress			2100	<input checked="" type="checkbox"/> Electrical	JEF	10/11/18
1220	<input type="checkbox"/> Site Drainage			2200	<input type="checkbox"/> Solar / Photovoltaic		
ELECTRICAL INSPECTION TYPES				3100	<input checked="" type="checkbox"/> Mechanical	JEF	10/11/18
2010	<input type="checkbox"/> UFER			4100	<input checked="" type="checkbox"/> Plumbing	JEF	10/11/18
2020	<input type="checkbox"/> Underground / Underfloor			AGENCY APPROVALS			
2030	<input type="checkbox"/> Temporary Power			7000	<input type="checkbox"/> Fire Final		
2040	<input checked="" type="checkbox"/> Electrical Meter release	JEF	7/11/18	7100	<input type="checkbox"/> Environ. Health Final		
2050	<input type="checkbox"/> Electrical Rough	GA	5/24/18	7200	<input type="checkbox"/> Planning Dept. Final		
				7400	<input type="checkbox"/> Public Works Final		
				7100	<input type="checkbox"/> Enviromental Health Final		

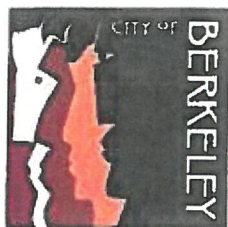
Comments:

ONE PARTIAL ONLY, OR TO CONTINUE w/ SHORTHANDS JEF 5/8/18
 1) WALLS GA 6/26/18 (3) PROVIDE RFI FOR ABOVE POWER
 HILLER & HEIGHT (RFT) ACCEPTANCE JEF 6/27/18
 2) WALL & CEILING OF JEF 6/27/18
 3) FRAMING FOR STA 1250K JEF 10/5/18

Inspector: [Signature]

Date: 10/15/18

PURSUANT TO CALIFORNIA BUILDING CODE SECTION 111.1, ADOPTED IN BERKELEY MUNICIPAL CODE CHAPTER 19.28, PROJECTS WHICH RESULT IN THE CONSTRUCTION OF NEW BUILDINGS OR CHANGES IN THE EXISTING USE OR OCCUPANCY CLASSIFICATION OF A BUILDING OR PORTION THEREOF WILL BE ISSUED A SEPARATE CERTIFICATE OF OCCUPANCY BY THE CITY BUILDING OFFICIAL. PURSUANT TO CALIFORNIA EXISTING BUILDING CODE SECTION 110.1, ADOPTED IN BERKELEY MUNICIPAL CODE CHAPTER 19.28, FOR ADDITIONS AND ALTERATIONS IMPACTING THE USABILITY OF EXISTING SPACES, BUT WHICH DO NOT RESULT IN THE CONSTRUCTION OF NEW BUILDINGS OR CHANGES IN THE EXISTING USE OR OCCUPANCY CLASSIFICATION OF A BUILDING OR PORTION THEREOF, A RECORD OF AN APPROVED FINAL INSPECTION AND INSPECTOR'S SIGNATURE ON THIS JOB CARD CONSTITUTES A CERTIFICATE OF OCCUPANCY AND PERMISSION TO OCCUPY.



City of Berkeley

Permit Service Center
Planning and Development
Department

2120 Milvia Street
Berkeley, California 94704

Building and Safety	981-7440	Fire Prevention	981-7477
Engineering Permits	981-7500	Toxics	981-7460
Health Department	981-5310	Land Use (Zoning)	981-7410

PLEASE NOTE:

Electrical, Mechanical, & Plumbing work requires separate Applications.

Obtain required permits prior to requesting inspections.

See PSC staff if you have questions.

To Arrange **Building Inspections** and/or **Public Works Inspections** Call (510) 981-7444 / **Fire Inspections** Call (510) 981-5585
Telecommunications Device for the Deaf (510) 981-7474 / **FAX** (510) 981-7505

Permit Number:	B2018-00665	Type of Construction:	VB
Property Address:	1911 HARMON ST	Type of Occupancy:	R-3 Residential: Dwellings (1 or 2 Units), Townhomes, Congregate Living
Parcel Number:	052 152900906	Property Use:	1200 HOME + 2ND LIVING UNIT
Permit Type:	Building Electrical Mechanical Plumbing - BP3	Permit Valuation:	\$325,000.00
Inspection Area:	BP District-05 Heidenreich	Issue Date:	4/12/2018
Phone Access Code:		Expiration Date:	4/12/2019
Work Description:	Residential remodel and rehab of Duplex per Notice of Substandard Letter. (Accelerated OK per P.J.)		

Owner:

POWELL LEONARD F TR
1911 HARMON ST
BERKELEY, CA 94703

Contractor:

License #:

Applicant:

WILLIAM COBURN
1224 CENTER ST
OAKLAND, CA 94607

ACA User ID: No User ID Found

ACA Email Address: No ACA Email Found

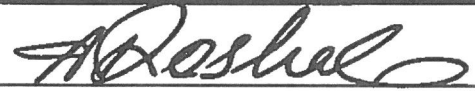
Fees

Code	Description	Qty	Total
F100	Building Filing Fee	1	\$22.00
F110	Building Permit Fee	1	\$7,184.00
F120	Building Technology Fee	1	\$359.20
F130	Plan Check Fee - Building	1	\$4,669.60
F150	Title 24: Disabled Access	1	\$862.08
F160	Title 24: Energy Compliance	1	\$862.08
F170	Plan Check Fee - Fire	1	\$502.88
F177	Plan Check Fee - Traffic	1	\$345.00
F190	Sustainable Development/Green Building Fee	1	\$431.04
F200	Community Planning Fee	1	\$359.20

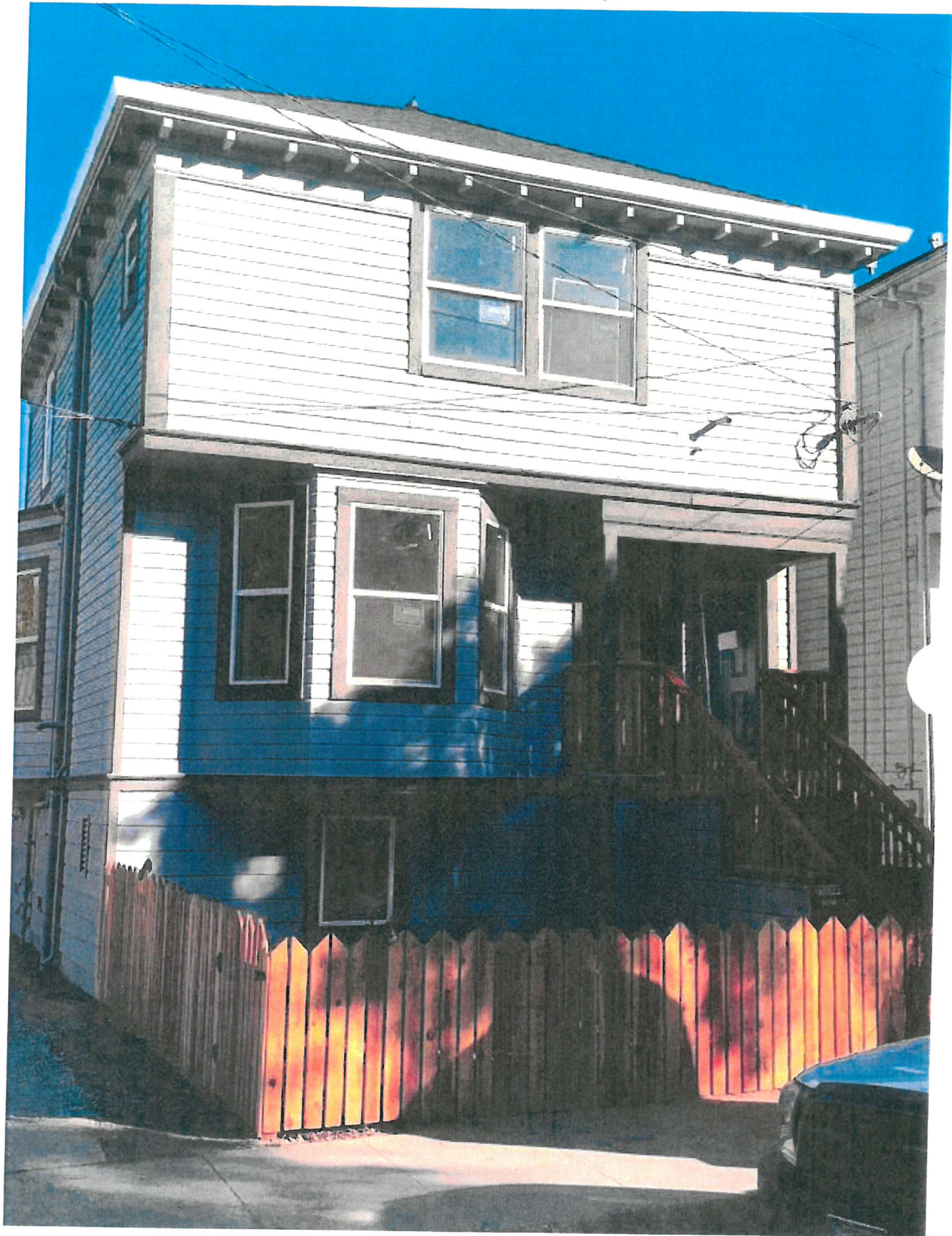
F210	Building Standards Admin Fund (SB 1473)	1	\$13.00
F250	Plan Check Fee - Building Accelerated	1	\$3,735.68
F280	SMI Residential (per State)	1	\$42.25
Total			\$19,388.01

NOTE: This permit does not become valid until signed by the Building Official or designated deputy.

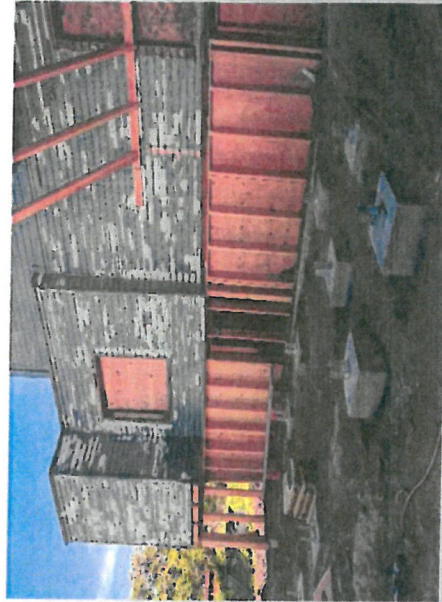
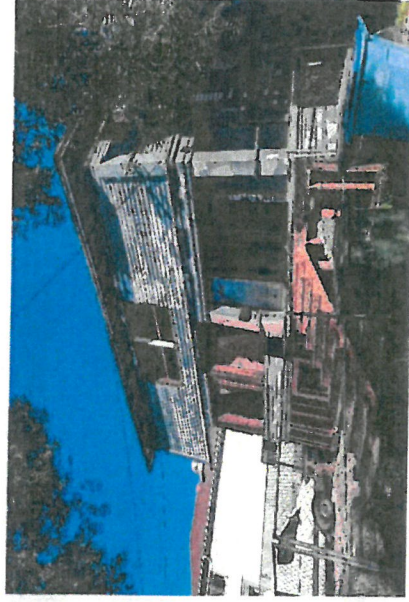
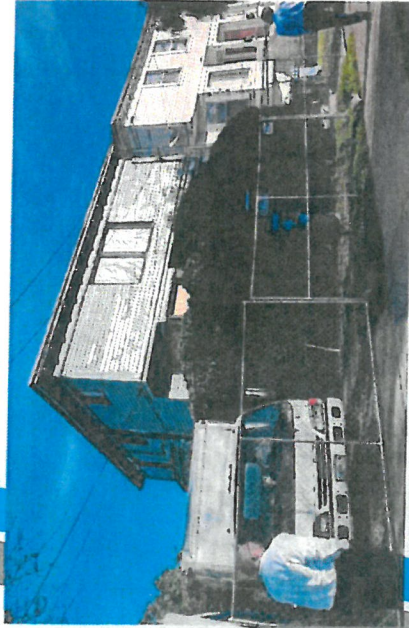
Signature of
Building Official:



Project Photos



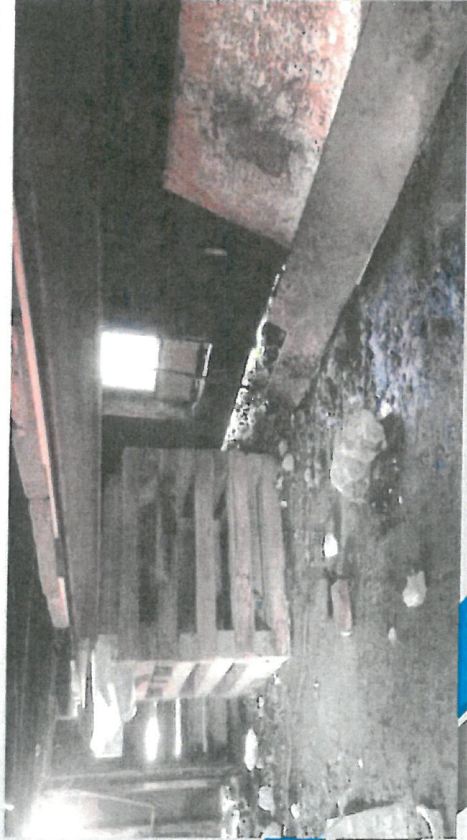
"House Inspection"



"Inside House Inspection"



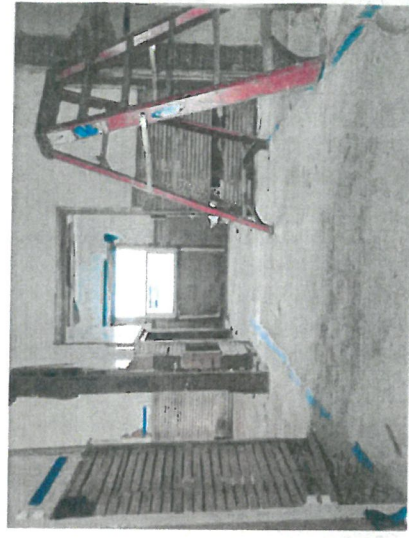
House Lift- Do you even lift?



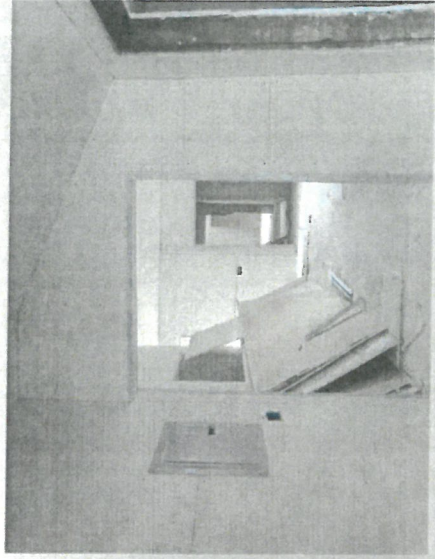
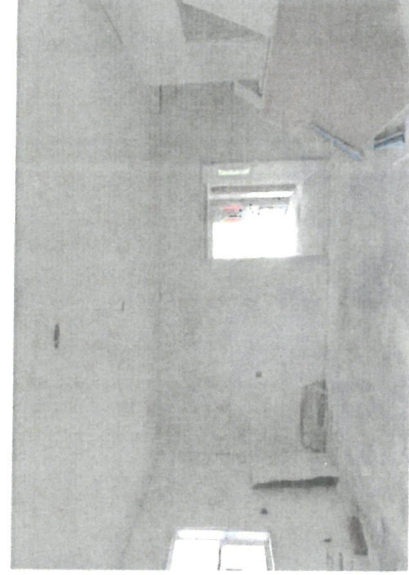
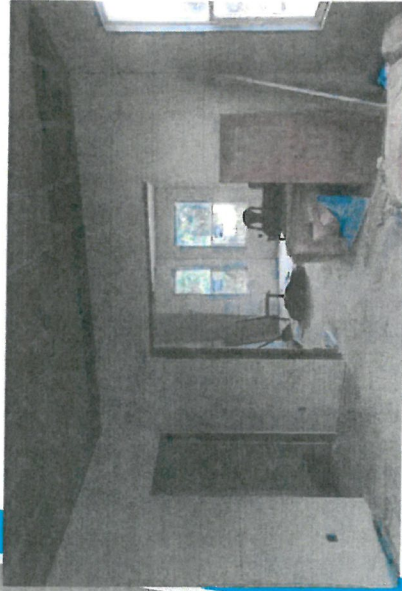
Tear up the Rooms



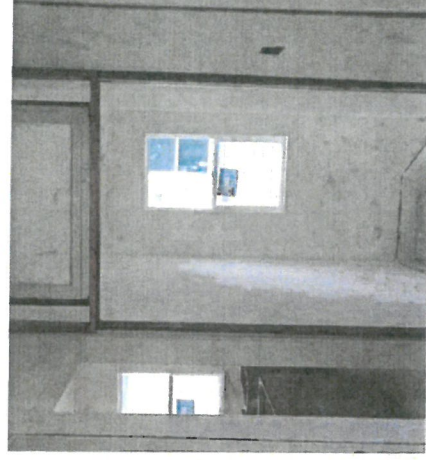
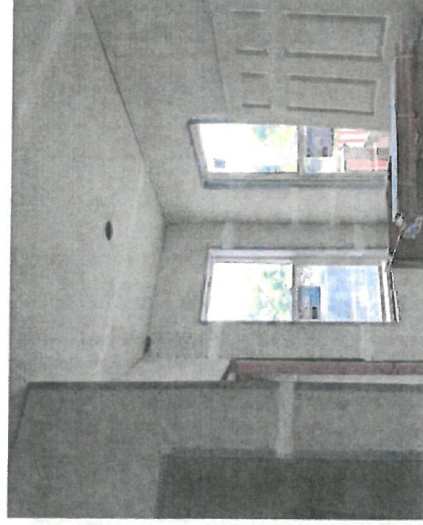
Tear up more Rooms!



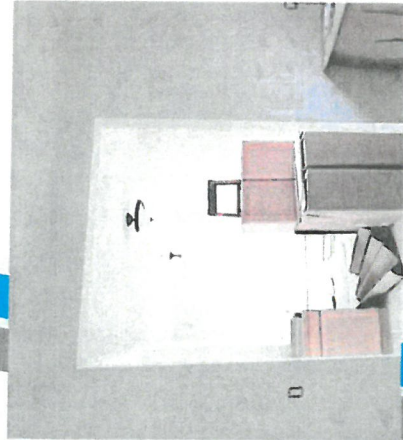
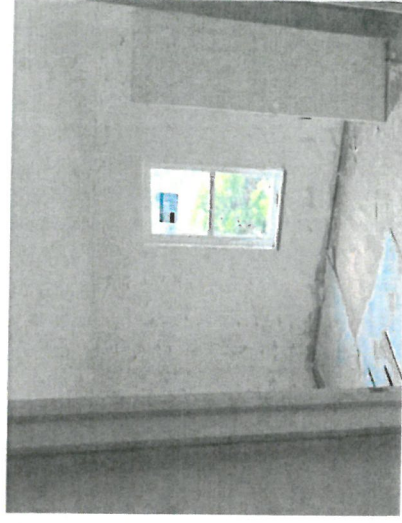
Interior Renovation



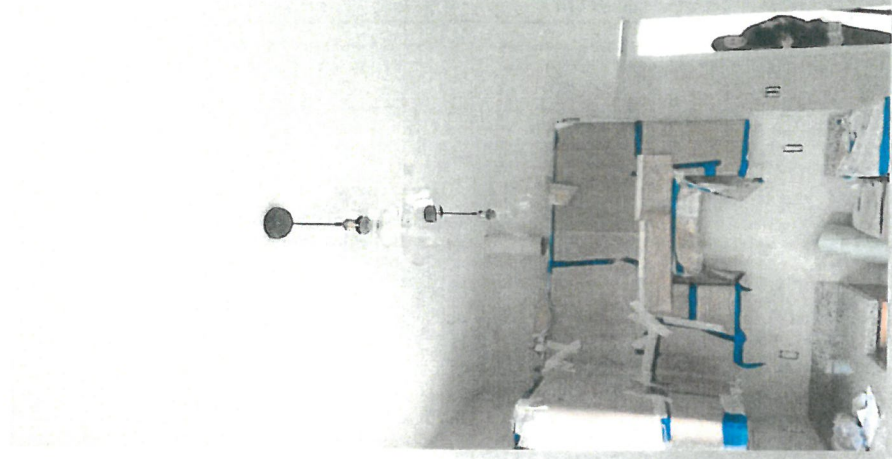
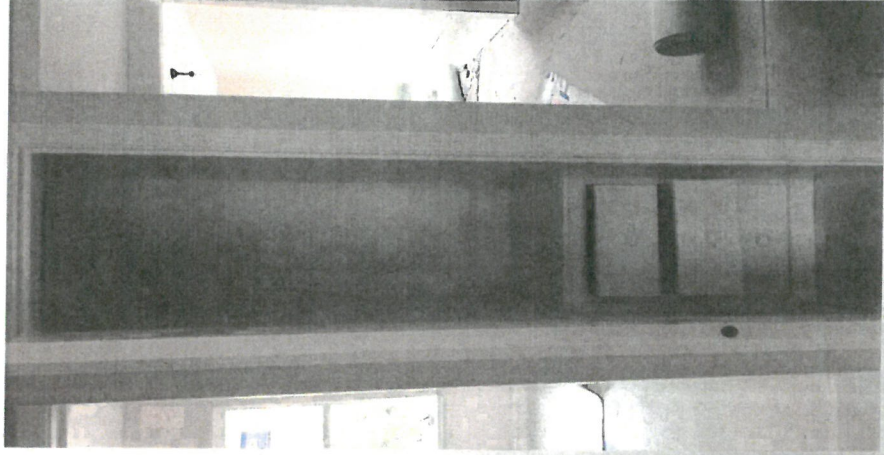
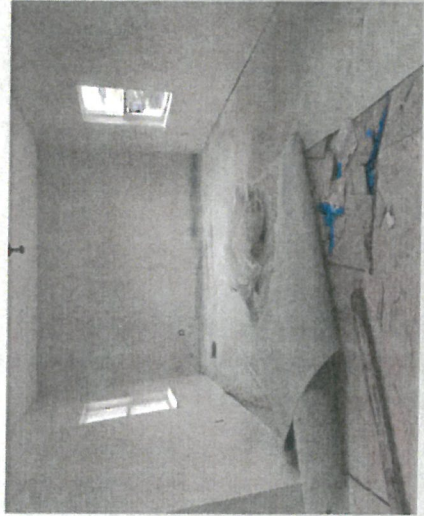
Interior Renovation



Interior Renovation



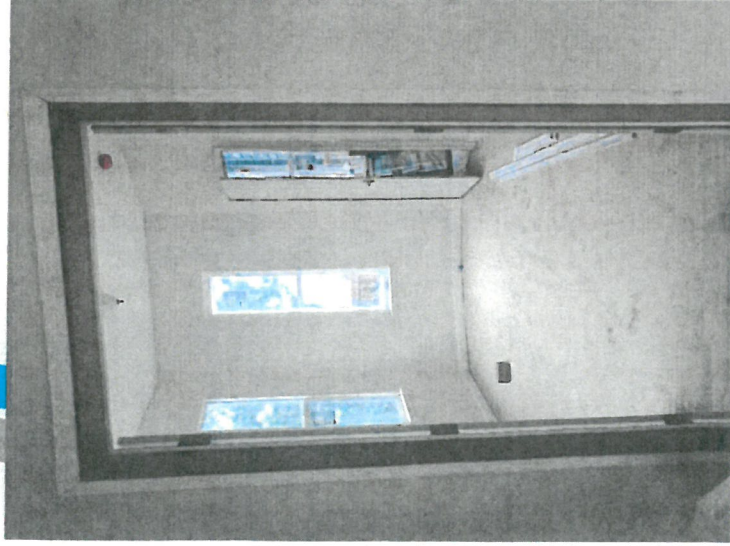
Interior Renovation



Interior Renovation



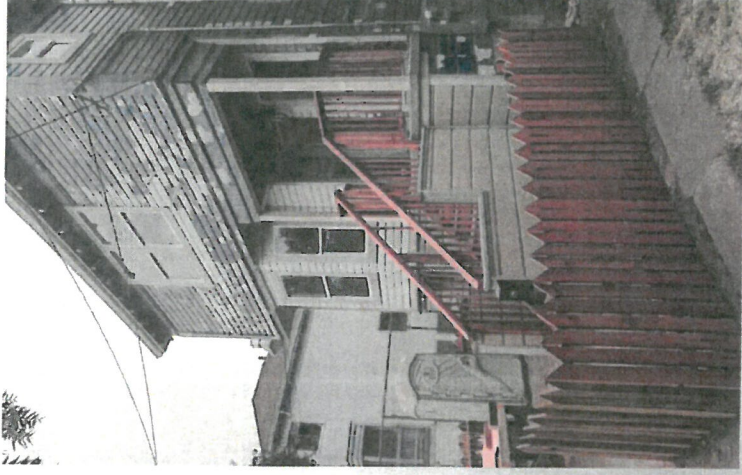
Interior Renovation



Exterior Renovation



Exterior Renovation



1
2
3 **PROOF OF SERVICE**

4 F.R.C.P. 5 / C.C.P. 1013a (3)/ Rules of Court, Rule 2060

5 I am a resident of, or employed in the County of Alameda, State of California. I am over the age of 18
6 years old and not a party to the within action. My business address is 2001 Milvia Street, Berkeley, CA 94704.

7 On ²⁴October 19, 2018, I served the following listed document(s), by method indicated below, on the parties
8 in this action: **RECEIVER'S CASE MANAGEMENT STATEMENT**

9 ***SEE ATTACHED SERVICE LIST***

10 ☒

11 **BY U.S. MAIL**

12 By placing ☐ the original / X a true copy thereof enclosed in a sealed
13 envelope(s), with postage prepaid, addressed as per the attached
14 service list, for collection and mailings at Los Angeles, California
15 following ordinary business practices. I am readily familiar with the
16 firm's practice for collection and processing of the document for
17 mailing. Under that practice, the document is deposited with the
18 United States Postal Service on the same day in the ordinary course
19 of business. I am aware that upon motion of any party served,
20 service is presumed invalid if the postal cancellation date or postage
21 meter date on the envelope is more than one day after date of deposit
for mailing contained in this affidavit.

14 ☐

15 **BY OVERNIGHT DELIVERY**

16 By delivering the document(s) listed above in a sealed envelope(s) or
17 package(s) designated by the express service carrier, with delivery
18 fees paid or provided for, addressed as per the attached service list, to
19 a facility regularly maintained by the express service carrier or to an
20 authorized courier or driver authorized by the express service carrier
21 to received documents.

18 ☐

19 **BY PERSONAL SERVICE**

20 ☐ By personally delivering the document(s) listed above
21 to the offices at the addressee(s) as shown on the attached service
list.

22 ☐ By placing the document(s) listed above in a sealed
23 envelope(s) and instructing a registered process server to personally
24 deliver the envelope(s) to the offices at the address(es) set forth on
25 the attached service list. The signed proof of service by the
26 registered process server is attached.

10 ☐

11 **BY ELECTRONIC SERVICE**

12 **(via electronic filing service provider)**

13 By electronically transmitting the document(s) listed above to
14 LexisNexis File and Serve, an electronic filing service provider, at
15 www.fileandserve.lexisnexis.com pursuant to the Court's
16 Order mandating electronic service. See
17 Cal.R.Ct.R. 2053, 2055, 2060. The transmission was reported as
18 complete and without error.

14 ☒

15 **BY ELECTRONIC SERVICE**

16 **(to individual person)**

17 By electronically transmitting the document(s) listed above to the
18 email address(es) of the person(s) set forth on the attached service
19 list. The transmission was reported as complete and without error.
20 See Rules of Court, rule 2060.

18 ☐

19 **BY FACSIMILE**

20 By transmitting the document(s) listed above from Mark Adams,
21 Esq., facsimile (310) 471-8181 to the facsimile machine telephone
22 number(s) set forth on the attached service list. Service by facsimile
23 transmission was made pursuant to agreement of the parties,
24 confirmed in writing.

22 X

23 STATE

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

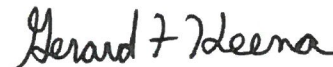
23 ☐

24 FEDERAL

25 I declare under penalty of perjury under the laws of the United States that I am employed
26 in the office of a member of the bar of this court at whose direction the service is made.

25 Gerard F. Keena, II, Receiver

26 Type or Print Name

25 

26 Signature

27
28
PROOF OF SERVICE

1
2
3 **SERVICE LIST**

4 The People of the State of California, By and through Zach Cowan, as City Attorney for the
5 City of Berkeley v. Leonard Felton Powell, the Leonard Powell Living Trust and Does 1 to 20
6 inclusive; Case No. RG15762567

7 **Attorney for Petitioner**

8 Jessica Mar, Esq.
9 City Attorney
2180 Milvia Street, Fourth Floor
Berkeley, CA 94704
Tel: (510) 981+6998

10 **Respondent**

11 Leonard F. Powell
12 3224 Louise Street
Oakland, CA 94608

13 **Attorney for Respondent**

14 Audrey Shield, Esq.
15 11100 San Pablo Avenue, Suite 209
El Cerrito, CA 94530
Tel: (510) 839-4200
Adslawz000@yahoo.com

16
17 **Courtesy Copies (transmitted via email)**

18 Ben Bartlett
19 Councilman, District 4
City of Berkeley
bbartlett@cityofberkeley.info

20 Raquel P. Molina
21 City of Berkeley
22 Health, Housing and Community Services
2180 Milvia Street
Berkeley, CA 94704
23 Tel: [\(510\) 981-5412](tel:5109815412)
Email: rmolina@ci.berkeley.ca.us

24
25
26
27
28

PROOF OF SERVICE



Bay Area Receivership Group

October 24, 2018

Superior Court of California, County of Alameda
Rene' C. Davidson Courthouse, Dept. 511
1225 Fallon Street
Oakland, CA 9412
Fairfield, CA 94533

RE: City of Berkeley v. Leonard F. Powell – RECEIVER'S CASE MANAGEMENT
STATEMENT
Case No. RG156762567

To Whom It May Concern:

Please file the attached document and fax the conformed copy to (510)244-4447.
If there are any questions or concerns, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in black ink that reads "Gerard F. Keena". The signature is written in a cursive, flowing style.

GERARD F. KEENA, II