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[EXEMPT FROM FILING FEES  
PURSUANT TO GOVERNMENT  
CODE SECTION 6103]

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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 FOR THE COUNTY OF ORANGE

17 **THE PEOPLE OF THE STATE OF**  
18 **CALIFORNIA,**  
19 Plaintiff,  
20 v.  
21 **ARNEL MANAGEMENT COMPANY,**  
22 Defendant.

Case No. 01CC12437  
**[PROPOSED] AMENDED FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION**

23  
24 Plaintiff, the People of the State of California (“People” or “Plaintiff”), appearing through  
25 its attorney, Rob Bonta, Attorney General of the State of California, by Deputy Attorneys General  
26 Amos E. Hartston and Laurel M. Carnes, and defendant Arnel Management Company (“Arnel” or  
27 “Defendant”), appearing through its attorneys, Robert O. Owen and Richard K. Howell of Rutan  
28

1 & Tucker, LLP, having stipulated and consented to the entry of this Amended Final Judgment and  
2 Permanent Injunction (hereinafter “Amended Final Judgment”) without the taking of evidence,  
3 without trial or adjudication of any issue of fact or law, without this Amended Final Judgment  
4 constituting an admission by any party concerning any issue of law or fact, without this Amended  
5 Final Judgment constituting an admission of liability or wrongdoing by Arnel, and with all parties  
6 having waived their right to appeal, and the Court having considered the matter and good cause  
7 appearing:

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

9 1. This Court has jurisdiction over the parties to this Amended Final Judgment and  
10 the subject matter stated herein; venue is proper in this County; and this Court has jurisdiction to  
11 enter this judgment.

12 2. Nothing in this Amended Final Judgment alters the requirements of federal or state  
13 law to the extent they offer greater protection to consumers or tenants.

14 3. This Amended Final Judgment modifies and replaces the September 28, 2001  
15 Stipulated Final Judgment in this matter. The Court finds that modification of the prior judgment  
16 by replacing it with this Amended Final Judgment is necessary and appropriate, and the ends of  
17 justice will be served, in accordance with the stipulation of the parties filed concurrently  
18 herewith, Code of Civil Procedure section 553 and Civil Code section 3424, and under the terms  
19 of Section “K” of the September 28, 2001 Stipulated Final Judgment. This Amended Final  
20 Judgment will become effective when entered by the Court. The financial terms of the Amended  
21 Final Judgment in Paragraphs 18 through 20 shall be in addition to the financial terms of the  
22 September 28, 2001 Stipulated Final Judgment in this matter, which previously have been  
23 satisfied. The injunctive terms of this Amended Final Judgment shall modify and replace the  
24 injunctive terms of the September 28, 2001 Stipulated Final Judgment as of the date this  
25 Amended Final Judgment is entered by the Court.

26 **I. INJUNCTIVE PROVISIONS**

27 4. Pursuant to Business and Professions Code sections 17203 and 17535, Arnel,  
28 Arnel’s officers and directors, Arnel’s successor corporations and entities, and each of their

1 employees, representatives, agents, and successors acting on their behalf (hereinafter “Arnel”),  
2 shall be and are hereby permanently enjoined and restrained from directly or indirectly engaging  
3 in any of the following acts or practices in the State of California:

4           A.     Demanding or requiring a resident or tenant to whom Arnel has leased a  
5           residential apartment in any property it owns or manages in California (hereinafter  
6           “Tenant”), as part of a lease or otherwise, to repair any damages or defective conditions  
7           that preexisted the tenancy or that resulted from ordinary wear and tear.

8           B.     Demanding or requiring a Tenant, as part of a lease or otherwise, to pay for  
9           repairing the premises or charging maintenance fees unless the unit is damaged by the  
10          Tenant or their guests beyond ordinary wear and tear. “Ordinary wear and tear” has the  
11          same meaning as these terms used in Civil Code section 1950.5. For avoidance of doubt,  
12          Tenants cannot be charged for the physical deterioration resulting from normal and  
13          reasonable use or the passage of time, which causes items to become worn. Only damages  
14          caused by Tenants or their guests through neglect, misuse, or abuse constitute damages  
15          beyond ordinary wear and tear. For example, a carpet worn thin due to normal traffic is  
16          ordinary wear and tear, while burns and rips in a carpet typically are not.

17          C.     Demanding or requiring a Tenant to clean or pay for cleaning of the  
18          apartment outside of what is permitted under Paragraphs 4(H) and 5 of this Amended  
19          Final Judgment.

20          D.     Using or applying the security deposit of a Tenant for anything other than  
21          those amounts necessary and reasonable for (1) repair of damages, exclusive of ordinary  
22          wear and tear, caused by the Tenant or the Tenant’s guests, (2) cleaning as permitted  
23          under the terms of Paragraphs 4(H) and 5 of this Amended Final Judgment, or (3) unpaid  
24          rent as permitted by the lease and applicable law.

25          E.     Imposing any preset or predetermined deduction, or treating any portion of  
26          a security deposit as nonrefundable, including, without limitation, by charging a standard  
27          cleaning fee, a standard carpet cleaning fee, a standard painting fee, or any other standard  
28          fees or deductions except as permitted under Paragraphs 4(H) and 5 of this Amended

1 Final Judgment.

2 F. Representing to Tenants or prospective Tenants that any portion of a  
3 security deposit is nonrefundable or reserved for any predetermined deduction, including,  
4 without limitation, a standard cleaning fee; a standard carpet cleaning, repair, or  
5 replacement fee; a standard painting fee; or any other standard fee or deduction except as  
6 permitted under Paragraphs 4(H) and 5 of this Amended Final Judgment.

7 G. Administering or awarding any form of bonus or additional compensation  
8 to employees or agents based on deductions from security deposits or based on revenue  
9 generated from retention of security deposits.

10 H. Charging Tenants for any of the following:

- 11 i. for painting if the tenancy is three or more years when the Tenant  
12 moves out;
- 13 ii. for carpet cleaning, repairs, or replacement if the tenancy is five or  
14 more years or if the carpet is more than five years old when the Tenant moves out;
- 15 iii. for minor touch-ups or repairs of small holes, including, without  
16 limitation, those caused by hanging of pictures or other wall coverings, or for  
17 minor touch-ups or repairs of counter tops, cabinets, tubs, or vanities, which  
18 qualifies as ordinary wear and tear.
- 19 iv. for cleaning, painting, or repairing damages in an amount that is in  
20 excess of prevailing marketplace prices, in excess of the amounts actually paid by  
21 Arnel, or for cleaning, painting, or repairs that are not actually completed. Arnel  
22 shall not charge Tenants more than the amount actually paid to third-party vendors  
23 for cleaning, repairs, or maintenance charges and shall not add “intangible costs”  
24 or administrative costs to the amounts paid to vendors.

25 I. Failing to use reasonable efforts to have the Tenant present for a move-out  
26 inspection.

27 J. At a move-out inspection, failing to inform a Tenant what cleaning and  
28 repairs Arnel believes are still necessary with a good faith written estimate of the

1 maximum amount, if any, the Tenant will be charged against the security deposit for such  
2 cleaning, repairs, or other maintenance.

3 K. Failing to furnish Tenants, within three weeks after they have vacated their  
4 unit, at the forwarding address provided or at the most current address known to Arnel, a  
5 check for the amount of the security deposit, if any, being returned to the Tenant by Arnel  
6 and a copy of the itemized statement indicating the basis for, and the amount of, any  
7 portion of the security deposit withheld by Arnel.

8 L. Violating Civil Code section 1950.5.

9 M. Violating the Unfair Competition Law, Business and Professions Code  
10 section 17200 et seq.

11 5. **Cleaning Charges.** Arnel shall have policies, procedures, and notices in place to  
12 make clear that, notwithstanding any contrary provisions of law or a lease agreement, the security  
13 deposit is fully refundable and that Arnel shall use or apply security deposits in connection with  
14 cleaning charges only as follows:

15 A. In connection with Tenant move-outs, Arnel shall provide Tenants with  
16 specific notice of the opportunity to avoid cleaning charges being deducted from their  
17 security deposit. Prior to any cleaning charges being deducted from the security deposit,  
18 the Tenant must be given notice in writing that they have the option not to pay Arnel for  
19 cleaning from their security deposit if they clean the unit themselves and leave the  
20 apartment reasonably clean, subject to ordinary wear and tear. "Reasonably Clean" for  
21 these purposes means that it appears the Tenant has used reasonable efforts to clean the  
22 premises, including the kitchen, bathrooms, carpets, and window coverings, and to  
23 remove personal property, such that the premises is at the same level of cleanliness it was  
24 at the inception of the tenancy as authorized by Civil Code section 1950.5. It must be  
25 made clear that the Tenant is not required to pay for professional cleaning or for the  
26 Tenant to leave the premises in "move-in" or "rent ready" condition to avoid a cleaning  
27 charge, and that the Tenant is not required to pay for the repair of any conditions that  
28 existed at the time of move-in or the effects of ordinary wear and tear.

1           B.       The notice to the Tenant must make clear that a mandatory, required, pre-  
2 set, or standard cleaning fee will not be charged. Cleaning charges are only proper if the  
3 Tenant fails to leave the apartment in a Reasonably Clean condition.

4           C.       If Arnel offers an option of cleaning the apartment for a flat fee that will be  
5 deducted from the Tenant's security deposit, two preconditions must be met: (1) the  
6 Tenant must be advised in writing prior to the move-out date that the cleaning fee is  
7 optional and not required, the amount of the cleaning fee, and the Tenant has the option  
8 instead of cleaning the unit themselves and receiving a refund of their security deposit  
9 without a cleaning fee (this notice may be included in the same notice required by Section  
10 5.A.); and (2) Arnel must obtain advanced opt-in written consent for such a cleaning fee to  
11 be deducted from the security deposit, with the Tenant confirming that they prefer not to  
12 clean the unit themselves and authorize Arnel to clean the unit and deduct the specified  
13 cleaning fee from their security deposit. If the Tenant does not provide this opt-in consent,  
14 Arnel may charge a cleaning fee if and only if the Tenant does not leave the apartment in  
15 a Reasonably Clean condition and Arnel documents with pictures that the Tenant did not  
16 leave the unit in Reasonably Clean condition. In this circumstance, Arnel may charge up  
17 to the actual cost of cleaning necessary to return the premises to the same level of  
18 cleanliness it was in at the inception of the tenancy as authorized by Civil Code Section  
19 1950.5 and the terms of this Amended Final Judgment;

20           D.       Arnel employees and managers responsible for move-out inspections and  
21 determining deductions from security deposits, including, without limitation, collections  
22 managers, directors of collections, regional supervisors, resident relations coordinators,  
23 and resident managers, shall be trained on all of the requirements of Civil Code section  
24 1950.5 and this injunction, and in particular on this section regarding cleaning fees, that  
25 no standard or pre-set cleaning fees are permitted, and that Tenants are not required to pay  
26 for professional cleaning to avoid cleaning charges as long as the premises are left in  
27 Reasonably Clean condition.  
28

1           6.       Arnel shall develop internal training and tracking systems to ensure compliance  
2 with this injunction and the requirements of Civil Code section 1950.5. For each tenancy, Arnel  
3 shall keep specific, individualized records of its compliance with Paragraphs 4 and 5 of this  
4 Amended Final Judgment as well as with Civil Code section 1950.5, subdivisions (f)(1), (f)(2),  
5 (f)(3), (g), and (m).

6           7.       **Security Deposit Lease Addendum.** Attached as Appendix A hereto is an  
7 updated “Arnel Security Deposit Lease Addendum” that provides required notice at the beginning  
8 of tenancies that the security deposit is fully refundable and advises Tenants of certain rights,  
9 including that if the Tenant returns the apartment in a Reasonably Clean condition, they will not  
10 be charged a cleaning fee.

11           A.       Arnel shall include a counter-signed “Arnel Security Deposit Lease  
12 Addendum” with all new lease agreements, and provide a copy for the Tenant to retain.  
13 Arnel also shall provide a copy of the “Arnel Security Deposit Lease Addendum” to all  
14 current Tenants.

15           B.       The “Arnel Security Deposit Lease Addendum” may be modified by Arnel,  
16 subject to written approval by the People.

17           8.       **Notice of Initial Move-Out Inspection.** No later than thirty (30) days following  
18 entry of this Amended Final Judgment, unless the parties agree in writing to a different schedule,  
19 Arnel shall develop, subject to approval by the People, a revised “30 Day Notice to Move” and a  
20 revised “Notice of Initial Move-out Inspection” that Arnel shall provide to a Tenant when they  
21 provide notice of their intent to move out. These documents must be revised to provide clear  
22 notice of each of the following:

23           A.       Tenant has the right to an initial move-out inspection and to be present  
24 during that inspection; the purpose of the inspection is to allow Tenant the opportunity to  
25 correct any deficiencies in the unit in order to avoid deductions from the security deposit.

26           B.       The apartment manager will make reasonable efforts to schedule an initial  
27 inspection of the apartment at a time when it is convenient for Tenant to attend, but no  
28 earlier than two weeks before the termination of the tenancy or the end of the lease date so

1 Tenant will have a reasonable opportunity to remedy any identified issues before Tenant  
2 moves out.

3 C. As part of the initial inspection, the apartment manager will provide Tenant  
4 with an itemized statement specifying the repairs or cleaning needed to avoid deductions  
5 from the security deposit.

6 D. Tenant will be informed that they have the opportunity to address any  
7 issues identified during the initial inspection, including that if Tenant (1) repairs any  
8 damages caused by the Tenant or their guests, subject to ordinary wear and tear, and  
9 (2) leaves the apartment Reasonably Clean, subject to ordinary wear and tear, Tenant will  
10 be entitled to a full return of their security deposit, less any rent owed if allowed by the  
11 lease. "Reasonably Clean" for these purposes has the meaning explained in Paragraph  
12 5.A. herein.

13 E. That there is no required or standard cleaning fee, and a statement that if  
14 the Tenant returns the apartment in Reasonably Clean condition, as defined herein, they  
15 will not be charged a cleaning fee; the "30 Day Notice to Move" and the "Notice of Initial  
16 Move-out Inspection" shall not characterize cleaning requirements in an overly  
17 burdensome manner.

18 F. A statement that the security deposit is fully refundable and will only be  
19 used to repair damages, not including ordinary wear and tear, caused by the Tenant or the  
20 Tenant's guests, to pay any rent due at termination of the tenancy if allowed by the lease,  
21 and explaining the circumstances when a cleaning charge will be deducted from the  
22 security deposit consistent with the requirements of Paragraphs 4(H) and 5 of this  
23 Amended Final Judgment.

24 G. If Arnel provides a voluntary cleaning fee option, an explanation of the  
25 requirements and limitations in Paragraph 5 of this Amended Final Judgment.

26 H. Notice regarding property left behind in compliance with Civil Code  
27 section 1950.5(f)(1) and a brief explanation of Arnel's procedures that comply with Civil  
28 Code sections 1950.5(f)(2), (f)(3) & (g).



1           9.       Arnel shall provide Tenants with a copy of the revised “Notice of Initial Move-out  
2 Inspection” whenever a Tenant provides notice of their intent to move out. Arnel shall not use  
3 documents or notices to Tenants that conflict with this injunction or the terms of the updated  
4 “Arnel Security Deposit Lease Addendum”.

5           10.       **Security Deposit Disputes.** Arnel shall respond in writing to any complaint or  
6 questions, oral or in writing, regarding deductions or contemplated deductions from a security  
7 deposit within seven days from receipt. Any deductions related to cleaning, repairs, or  
8 maintenance must be supported by evidence including pictures. Reasonable doubts will be  
9 resolved in favor of the Tenant. Arnel shall retain information about the dispute, including a  
10 written summary of the dispute and resolution, in the tenant file for at least five years.

11           11.       **Debt Collection.** In addition to any other legal requirements related to the  
12 collection of rental debt, Arnel shall not engage in abusive, unfair, dishonest, or deceptive acts or  
13 practices in connection with seeking to collect past due rent or maintenance charges from Tenants  
14 or former Tenants. For example, Arnel shall not collect or attempt to collect such debt by means  
15 of (a) the false representation that the rental debt may be increased by the addition of attorneys’  
16 fees, investigation fees, service fees, finance charges, or other charges if, in fact, such fees or  
17 charges may not legally be added to the existing obligation; (b) the false representation that  
18 information concerning a Tenant’s failure or alleged failure to pay has been or is about to be  
19 referred to a consumer reporting agency; (c) the false representation that a legal proceeding has  
20 been, is about to be, or will be instituted unless payment of a consumer debt is made; (d) the false  
21 representation that a consumer debt has been, is about to be, or will be sold, assigned, or referred  
22 to a debt collector for collection; (e) any other threats or communications that rely on false  
23 representations; or (f) judicial proceedings when Arnel knows that service of process has not been  
24 legally effected.

25           12.       No later than thirty (30) days following entry of this Amended Final Judgment,  
26 unless the parties agree in writing to a different schedule, Arnel shall designate an employee or  
27 employees to review Arnel’s practices for the purpose of ensuring compliance with this Amended  
28

1 Final Judgment. The designated employee(s) shall not be the Collections Manager or the Vice  
2 President of Collections.

3 13. Every six months, for a total period of five years following entry of this Amended  
4 Final Judgment, Arnel shall provide to the People a report that reviews and analyzes Arnel's  
5 compliance with this Amended Final Judgment. The reports shall detail the findings and  
6 recommendations for corrective action if any is recommended.

7 14. Arnel's Chief Executive Officer and Vice President of Collections shall each  
8 certify that they have received and reviewed the reports of the designated employee(s), assessed  
9 the effectiveness of Arnel's internal controls in preventing violations of this Judgment, and along  
10 with the reports to the People certify that to their knowledge, after due diligence, Arnel is in  
11 compliance with this Judgment and maintains effective procedures to promote compliance.

12 15. Without limitation, the reports shall include the following data for each Arnel  
13 property and totals for all Arnel properties in California:

14 A. the number of move outs;

15 B. the number of move outs in which Arnel deducted some portion of the  
16 Tenant's security deposit, including a breakdown of such charges (including, without  
17 limitation, apartment cleaning charges; charges for carpet cleaning, repair, or replacement;  
18 and painting charges);

19 C. the average amount of the security deposit per tenancy;

20 D. the average amount deducted from security deposits; and

21 E. details regarding trainings provided to Arnel employees and managers  
22 related to the requirements of this injunction.

23 16. For purposes of further ensuring compliance with this Amended Final Judgment,  
24 the Attorney General's Office shall, upon reasonable notice to Arnel, be permitted to inspect and  
25 obtain copies of all materials in Arnel's control that relate to any of the matters contained in this  
26 Amended Final Judgment, including records related to security deposit disputes.

27 17. Arnel shall provide the text of Paragraphs 4 through 11 of this Amended Final  
28 Judgment to each of Arnel's employees and managers responsible for move-out inspections or

1 determining deductions from security deposits. Arnel shall obtain from each such person a signed  
2 acknowledgement that they have read, understand, and agree to abide by those terms. A copy of  
3 each acknowledgement signed pursuant to this Paragraph shall be retained by Arnel and made  
4 available for inspection by the Attorney General upon request.

5 **II. FINANCIAL TERMS**

6 18. Arnel shall pay the People of the State of California a total amount of \$650,000 for  
7 the specific purpose of supporting legal aid organizations in Orange County and Los Angeles  
8 County, to be selected at the sole discretion of the Attorney General's Office. Said funds shall be  
9 distributed by the People to the selected organization(s) for the specific purpose of supporting  
10 programs and related activities that benefit tenants. Any remaining funds not used for this purpose  
11 within five years will be used by the Attorney General for the enforcement of consumer  
12 protection laws.

13 19. In addition, Arnel shall pay the People of the State of California a total of  
14 \$500,000 as a payment under Business and Professions Code section 17206(b).

15 20. After entry of this Amended Final Judgment, and within 10 days of the People  
16 providing Arnel with written payment instructions and any other information necessary to  
17 effectuate payment of the amounts due, Arnel shall tender payment.

18 **III. ADDITIONAL PROVISIONS**

19 21. Nothing herein precludes or affects the People's right to determine and ensure  
20 compliance with this Amended Final Judgment, or to seek enforcement or penalties for any  
21 violations of this Amended Final Judgment.

22 22. Arnel shall cooperate fully with the People as necessary to achieve the goals and  
23 carry out the requirements of this Amended Final Judgment.

24 23. Arnel's compliance with the Tenant notices and reporting requirements in this  
25 Amended Final Judgment shall not constitute an endorsement or approval by the People of  
26 Arnel's business acts or practices and shall not waive any of the People's rights or claims.

1           24. Any failure by any party to insist upon the strict performance by any other party of  
2 any of the provisions of this Amended Final Judgment shall not be deemed a waiver of any of the  
3 provisions of this Amended Final Judgment.

4           25. Unless otherwise directed by the People, Arnel shall provide all submissions,  
5 requests, notices, communications, or other documents relating to this Amended Final Judgment  
6 by email to the following people:

7           Consumer Protection Section  
8           California Department of Justice  
9           c/o Amos E. Hartston  
10           Deputy Attorney General  
11           amos.hartston@doj.ca.gov

7           Consumer Protection Section  
8           California Department of Justice  
9           c/o Bernard A. Eskandari  
10           Supervising Deputy Attorney General  
11           bernard.eskandari@doj.ca.gov

12           26. The Court retains jurisdiction of this Amended Final Judgment and the parties  
13 hereto for purposes of construction, modification, and enforcement of this Amended Final  
14 Judgment, and for the purpose of granting such additional relief as may be necessary and  
15 appropriate.

16           27. Nothing in this Amended Final Judgment shall be construed to create, waive, or  
17 limit any private right of action.

18           28. This Amended Final Judgment shall take immediate effect upon entry. No notice  
19 of entry of judgment is required to be served upon either party.

20           29. The clerk is ordered to enter this judgment forthwith.

21           **ORDERED AND ADJUDGED** at Orange County, California.

22 Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT  
COUNTY OF ORANGE

# Appendix A

## ARNEL SECURITY DEPOSIT LEASE ADDENDUM

This Security Deposit Lease Addendum provides important information about your security deposit:

1. **Your security deposit is fully refundable.** Notwithstanding any other provisions of your lease, your security deposit is fully refundable and can be used only for (1) repair of damages, not including ordinary wear and tear, caused by you or your guests; (2) if you fail to reasonably clean the unit at the time of move out, cleaning necessary to return the unit to the same level of cleanliness it was in when you moved in, and (3) unpaid rent if allowed by your lease.

2. **Take pictures and document any damages.** Arnel recommends you take pictures of the condition of the unit when you move in, including any wear and tear or damages that already exist. Pictures can help avoid charges and disputes when you move out. Particular items to document are the condition of the paint, carpet, cabinets, counter tops, and the cleanliness of the unit. You are not required to pay for any preexisting damages or conditions. In addition, you have the opportunity to note information about the condition of the unit on the “Charges & Security Deposit Information” sheet Arnel will provide when you move in. This also may help avoid later disputes.

3. **Initial move-out inspection.** Before moving out, you should attend an initial move-out inspection. You have the right to be present and Arnel will provide an itemized list of any cleaning or repairs needed to avoid deductions from your security deposit. You will have a reasonable opportunity to remedy any identified issues before you move out.

4. **Avoid charges to your security deposit.** By (1) using reasonable efforts to clean the unit, including the kitchen, bathrooms, carpets, and window coverings, and removing personal property, and (2) repairing any damages identified in the move-out inspection caused by you or your guests, you will avoid being charged for these items.

5. **No required or automatic charges.** There are no required, standard, automatic, or pre-set security deposit deductions for cleaning, repair, or maintenance. To be clear, your security deposit is fully refundable and you are not required to pay Arnel for professional cleaning if you clean the unit yourself or hire someone to help you clean and leave the unit reasonably clean, such that the unit is at the same level of cleanliness it was at the inception of tenancy. Also, charges to your security deposit for painting; carpet cleaning, repair, or replacement; or other maintenance are proper only if you or your guests damage the unit beyond normal wear and tear. You are not required to pay for ordinary wear and tear or for any pre-existing damages. For tenancies over three years, there will be no painting charges. For tenancies over five years, or if the carpet is more than five years old when you move out, there will be no carpet cleaning, repair, or replacement charges.

6. **Return of your security deposit.** Arnel must return your deposit within 21 days after you move out and must follow all of the requirements of California Civil Code section 1950.5 related to security deposits.

7. **Complaints.** If you have concerns or complaints about the handling of your security deposit, please direct your concerns to [INSERT COMPLAINT

PROCEDURE/COMPLIANCE OFFICER]. You may also submit a complaint to the California Attorney General’s Office here: <https://oag.ca.gov/contact/consumer-complaint-against-business-or-company>, and you may file an action in Small Claims Court if the issue is not resolved to your satisfaction.

Resident hereby acknowledges that I have received this Security Deposit Lease Addendum.

\_\_\_\_\_  
<<tenFirstLast>> Date

\_\_\_\_\_  
<<LesseeName1>> Date

\_\_\_\_\_  
<<LesseeName2>> Date

\_\_\_\_\_  
<<LesseeName3>> Date

\_\_\_\_\_  
Arnel or Property Management Date

**DECLARATION OF SERVICE BY E-MAIL**

Case Name: **PEOPLE v. ARNEL MANAGEMENT**

No.: **01CC12437**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter.

On March 29, 2024, I served the attached **[PROPOSED] AMENDED FINAL JUDGMENT AND PERMANENT INJUNCTION** by transmitting a true copy via electronic mail addressed as follows:

Robert O. Owen  
Richard K. Howell  
RUTAN & TUCKER, LLP  
18575 Jamboree Road, 9<sup>th</sup> Floor  
Irvine, CA 92612  
**E-mail address:** BOwen@rutan.com

*Attorneys for Arnel Management Company*

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on March 29, 2024, at Los Angeles, California.

\_\_\_\_\_  
Carol Chow  
Declarant

\_\_\_\_\_  
*/s/ Carol Chow*  
Signature