

Robert J. Sheppard
Jaime C. Uziel
Julian T. Lastowski
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Jeffrey S. Rosen (1958 - 2009)

Sheppard • Uziel Law Firm

423 WASHINGTON STREET • SUITE 200
SAN FRANCISCO • CA • 94111
PHONE 415 • 296 • 0900 FAX 415 • 296 • 0999
website: sheppardlaw.com

Trials & Litigation
Dispute Resolution/Mediations
Real Estate Law/Land Use
Landlord-Tenant/Rent Control
Premises Liability Law
Personal Injury/Tort Law
Insurance Law and Coverage
Business/Contract Law
Estate Planning, Wills, Trusts

Our 2016 Achievements

Voted by Peers “Super Lawyer of Northern California”
for ELEVEN Consecutive Years: 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 & 2016
Real Estate Law and Mediations/ADR

- Successfully resolved dozens of **Wrongful Eviction/Constructive Eviction/Habitability** lawsuits and **HOA, Condo, Tenant-In-Common (T.I.C.), and Neighbor Disputes**
- Successfully negotiated (for landlords and tenants) dozens of rent-controlled tenancy **vacancies/buy-outs** and won dozens of **Nuisance, Non-Payment, Owner Move-In, Relative Move-In, Ellis Act** eviction cases
- Successfully settled multi-million dollar Lawsuit involving four San Francisco apartment buildings and won Arbitration of dispute between members of Homeowners Association
- Successfully litigated/arbitrated **Non-Disclosure** and **Water Intrusion** claims between Sellers and Buyers

Highly Successful Mediation Services

Over 95% of Lawsuits/Disputes Settled



***30-Year Mediator Bob Sheppard
Helped Resolve Dozens of Disputes in 2016***

Professional Distinctions

- ☆ Partners **Lectured** at Seminars on Real Estate Law
- ☆ Partner served on **San Francisco Association of Realtors®
Standard Forms Committee**



Expert Witness Services

Bob Sheppard testified as an Expert Witness on
*Property Owner Liability, Standard of Care
for Property Owners and for Lawyers*

New Laws for 2017 Affecting Real Estate

Courtesy of Sheppard • Uziel Law Firm (415) 296-0900 www.sheppardlaw.com

Late Fee: Under new law, the total late fee a landlord can charge or receive in any 12-month period cannot exceed 10% of the total amount of the unpaid rent. A tenant may be charged late fees of up to \$7 per month if rent is more than 25 days late, or up to \$10 in each subsequent bill, if any amount of rent remains unpaid.

Bed Bugs Disclosure Requirement: Landlords must provide copies of pest control reports to tenants whose units were inspected for bed bugs or if an infestation of a common area has been confirmed. A landlord is prohibited from showing or renting a vacant unit if the landlord knows the unit has a bed bug infestation. There is no legal duty for a landlord to inspect a dwelling or common areas for bed bugs if the landlord lacks prior notice of a suspected or actual infestation.

Landlord/Tenant Unlawful Detainer Reporting: The public shall not have access to Unlawful Detainer (eviction) court records unless the landlord prevails within 60 days of filing the Unlawful Detainer lawsuit. The practical effect of this law will be to make many Unlawful Detainer filings permanently unavailable to the public.

Limited Disclosure Duties Re: Death of Prior Occupant: Sellers of real estate/landlords are not required to disclose to a prospective buyer or tenant if there has been a death (or the manner of death) of a prior occupant more than three years before the offer to purchase or lease. No disclosure is required where a prior occupant of real property was living with human immunodeficiency virus (HIV) or died from AIDS-related complications.

Landlord/Tenant Water Submeters: In 2018, landlords must install separate water submeters for all new multi-unit buildings, but may bill residents for the increment of water the tenants use. This will change existing law requiring landlords to install a water meter only when new water service is requested by tenants.

Eviction for Non-Payment of Water Bill: When a tenant fails to pay a water bill for 180 days after it is due, or the amount of the unpaid water bill is \$200 or more, a landlord may terminate the tenancy with the service of a 3-day notice to perform covenant or quit. Water service charges cannot be claimed as “additional rent” in a 3-day notice to pay rent or quit.

Water Use - Fines may be imposed for “excessive water use”: “Excessive water use” by residential customers subjects them to fines of up to \$500 per 748 gallons (100 cubic feet) of water used above the defined local standard for excessive water use during a drought emergency.

Home Owner Duties to Install Water Conserving Plumbing Fixtures: All owners of single family dwellings built before 1994 must install water conserving plumbing fixtures - whether or not the house is being sold.

2nd Units/“Junior Accessory Dwelling Units”: Cities/counties can pass ordinances permitting the creation of “junior accessory dwelling units” (2nd units) within an existing single-family residential dwelling. The ordinances may not mandate, as a condition of granting a permit for such units, additional on-site parking requirements.

Notary Public - Maximum Fees: Maximum fees a notary public may charge for notarizing a Proof of Deed or for certifying a Power of Attorney will increase from \$10 to \$15.

New Minimum Wage: Between 2017 and 2022, the minimum wage in California will increase gradually from \$10.50 per hour to \$15 per hour. For small businesses (25 employees or less), the minimum hourly wage will not increase to \$15 per hour until 2023. After the minimum wage reaches \$15 per hour for all businesses, the minimum wage will thereafter increase by up to 3.5% per year based on inflation.

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Real Estate Law Transactions Trials & Litigation Dispute Resolution/Mediations

For-Sale-By-Owner (“FSBO”) Transaction Work



(Jaime Uziel, Partner)

(When Buyer and Seller Have Already Found Each Other)

In a low-cost, high quality way, Sheppard • Uziel can do all the work for sellers and buyers of real estate (houses, condominiums, apartment buildings, tenancy-in-common interests, etc.). We do the real estate agent/broker/legal work for these For-Sale-By-Owner (“FSBO”) transactions, saving our clients thousands of dollars in seller commissions (e.g, 5% to 6%).

Sheppard • Uziel has carved a niche as a law firm performing the necessary work to streamline a FSBO transaction through the close of escrow.

Attorneys Jaime Uziel and Larry Sussman spearhead the FSBO work for sellers and buyers of real estate. Jaime is a licensed California Real Estate Broker, has been licensed in real estate since 1990, and is the former Chair of the San Francisco Association of Realtors® Standard Forms Committee. Larry has more than 33 years experience in practicing real estate law, and formerly was a licensed California Real Estate Broker.

Mr. Uziel’s and Mr. Sussman’s decades of experience as Real Estate Brokers and seasoned Real Estate lawyers help facilitate smooth escrow closings.

FSBO transactions usually take between 8 - 12 attorney hours, depending on the individual transaction and whether or not complications arise.* The fees expended can save many thousands of dollars in real estate commissions - - see chart on reverse side.

* * * * *

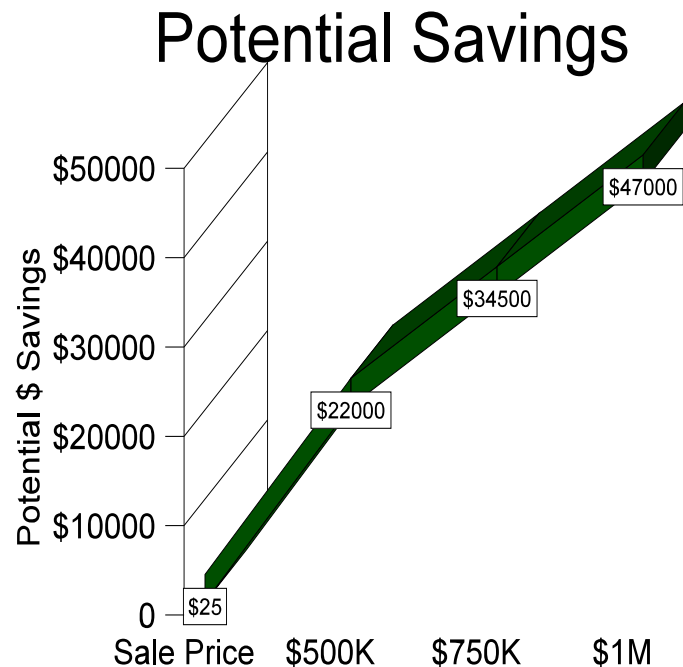
Please call Attorney Jaime Uziel (ext. 38) or Attorney Larry Sussman (ext. 25) at 415-296-0900 for additional information. Please also feel free to visit our law firm’s website (www.sheppardlaw.com) so you can learn more about us. Our law firm does not conduct public marketing of properties or searches for properties. You should hire a real estate broker if you want to market your property for sale or if you are looking for property to purchase.

(See other side for more info.)

Our FSBO (For-Sale-By-Owner) Work in a Nutshell:

- * We provide a service to both buyers and sellers of real property in the San Francisco Bay Area (and occasionally, beyond), whereby we facilitate purchase and sale transactions through negotiations (if necessary), contract formation, document drafting, disclosure completion/execution/review, tenant notifications, etc.
- * We work in conjunction with local, reputable escrow companies which hold deposit funds and deal with escrow-related matters.
- * The FSBO transactions we handle typically result from situations where the buyer and seller have reached a verbal agreement on “deal points” and need qualified, competent professionals to handle the details (i.e., to draft transaction documents, prepare legally-required disclosure documents, work with escrow companies, review all documents with clients, etc.). That’s where we step into the picture.

- * When we are retained, we are retained by one side of the transaction - either buyer or seller - to avoid a conflict of interest. We can refer the other party to competent legal counsel (at reasonable rates), upon request.



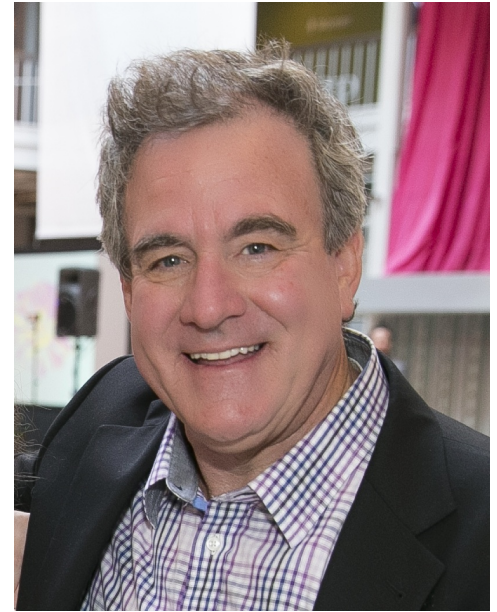
- * Consider: Assume a property’s purchase price is \$1,000,000. A 5% commission rate would amount to \$50,000. A seller would likely pay Sheppard • Uziel between \$3,000 to \$6,000* to handle the transaction (depending on the circumstances of the particular transaction), thereby potentially saving the seller up to \$47,000 on a \$1,000,000 transaction.
- * We do not charge a flat fee; rather, we ask for a reasonable up-front retainer and we bill against that retainer. Any funds left over are returned to the client. If our fees exceed the retainer (e.g., due to unforeseen circumstances), then we ask for a “refresher retainer” or bill for the excess, depending on the situation.
- * We are also skilled in conflict-resolution and have, on many occasions, succeeded in getting deposit monies released to our purchaser-clients when they have decided not to proceed with the transaction due to a failed condition. We are also experienced litigators, and we are ready to battle for our clients in court or arbitration, if necessary.

* There are no guarantees, of course, and a transaction may cost more to complete, depending on the circumstances and whether any complications arise.

Get Your Dispute Settled & Closed!

Robert (Bob) Sheppard ***~30 Year Mediator~***

*“I am proud to have settled/resolved
over 95% of all cases I’ve mediated.”*



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Cost-Saving Mediation/Arbitration Services

All types of Commercial and Civil Disputes, litigation and pre-litigation cases

✧ **Tenacious & Dynamic Mediator**

✧ **Mediator with People Skills**

✧ **Known for Techniques to “Break the Impasse” and “Close the Deal”**



* Bob Sheppard is recognized by other lawyers as a “**Northern California Super Lawyer**” in the field of Mediations/ADR. (Nominated by Blue Ribbon Panel; Ballots sent to over 50,000 lawyers)

* Bob Sheppard served as **President** of **The Mediation Society** in 2012 and 2013 and served on the Board of Directors of **The Mediation Society** from 2007 to 2014

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Business/Contract Law
Estate Planning, Wills, Trusts

We handle all types of
LITIGATION MATTERS
(Real Estate, Landlord-Tenant, Business, Tort, Etc.)

and

TRANSACTIONAL MATTERS:

- ▶ Real Estate Purchase/Sale, and For-Sale-By Owner (“FSBO”) Transactions
- ▶ Tenancy Buy-Outs
- ▶ Real Property Co-Owner Buy-Outs (in lieu of Partition litigation)
- ▶ Draft/Negotiate:



Commercial Leases
Residential Leases
Parking, Storage, and Pet Agreements
Lease Extensions/Renewals
Leases w/Options to Purchase
Tenancy-In-Common (“TIC”) Agreements
Owner-Contractor/Architect/Engineer Contracts
Business Sales/Lease Assignments
Easements/Licenses
Landlord-Tenant Legal Notices, Eviction Notices,
Ellis Act Eviction Notices, etc.

- ▶ Negotiate Homeowners Association (“HOA”) Disputes and Modifications/Amendments to HOA Governing Documents
- ▶ Condominium Conversions
- ▶ Private Loans (Notes/Deeds of Trust)
- ▶ Foreclosures and Related Negotiations
- ▶ “Hybrid Cases”: Owner Move-In Eviction (“OMI”) → FSBO; OMI → TIC; Litigation → Purchase; Condo Conversion → Tenant Purchases Property; Family Inheritance → Beneficiary Purchases Property; etc.
- ▶ Trusts, Estates, Probate Matters, Nomination of Guardians, etc.