

2. Venue is proper in this district because Defendant is organized under Ohio law, has its principle place of business within the district, and the events complained of occurred in Lucas County, Ohio.

Parties

3. Plaintiff Cheryl White (“Ms. White”) is a natural person residing in Lucas County, Ohio.
4. Defendant Powers Friedman Linn PLL (“Powers Friedman”) is a limited liability partnership organized under the laws of the State of Ohio, with its principal place of business in Cuyahoga County, Ohio.
5. At all times relevant, Powers Friedman was engaged in the practice of law and in the business of collecting debts.
6. At all times relevant, Powers Friedman regularly engaged in the collection of debts alleged to be due another, using the mails, telephone, and courts of Ohio.
7. At all times relevant, Powers Friedman collected debts of another as a substantial part of its law practice.

Factual Allegations Common To All Causes of Action

8. In December 2007, Ms. White signed a lease for an apartment in Lucas County, Ohio (“the Lease”). Powers Friedman previously alleged that Ms. White vacated the apartment in or about March 2009, and owed certain amounts under the Lease which had not been paid (the “Alleged Debt”).
9. Plaintiff incurred the Alleged Debt for her personal, family or household use. She lived in the apartment which was the subject of the Lease.
10. On February 1, 2017, on behalf of its client, Powers Friedman filed a civil law suit against Ms. White in Toledo Municipal Court, in Lucas County, Ohio, which was assigned case number CVG 175801666 (the “Collection Suit”).

11. The Collection Suit was an attempt to collect the Alleged Debt.
12. A copy of the original Complaint in the Collection Suit is attached as Exhibit 1.
13. Powers Friedman caused a copy of the Complaint to be served on Ms. White on February 28, 2017.
14. On March 29, 2017, on behalf of its client, Powers Friedman filed an Amended Complaint in the Collection Suit.
15. A copy of the Amended Complaint in the Collection Suit is attached as Exhibit 2.
16. Both the Complaint and Amended Complaint attempted to collect an amount that included \$175 for “legal fees.”
17. Upon information and belief, the \$175 in legal fees was an attorney fee.
18. Under long-standing Ohio law, it is illegal to require a consumer to pay a creditor’s attorney fees even when a contract calls for it, with limited exceptions not relevant here. See, e.g., *Wilborn v. Bank One Corp.*, 121 Ohio St.3d 546 (2009); *Moxley v. Pfundstein*, 801 F. Supp. 2d 598 (N.D. Ohio 2011) (citing *Wilborn* and other Ohio authorities dating to 1893).
19. On or about April 6, 2009, Powers Friedman had sent Ms. White a letter indicating that the balance due was \$3881.00.
20. Both the Complaint and Amended Complaint attempted to collect \$4,131.00, an extra \$250.00 beyond what Powers Friedman had previously said was due.
21. Upon information and belief, Ms. White did not owe the additional \$250.00.
22. At the times the Complaint and Amended Complaint were filed in the Collection Suit, Ms. White did not owe \$4,131.00.

23. Powers Friedman's acts of representing in the Complaint and Amended Complaint in the Collection Case that Ms. White owed \$4,131.00 to its client, when part of the amount was for attorney fees was misleading, deceptive and unfair.
24. Powers Friedman's acts of representing in the Complaint and Amended Complaint in the Collection Case that Ms. White owed \$4,131.00 to its client, when part of the amount was an additional \$250.00 which Ms. White did not owe, was misleading, deceptive and unfair.
25. When Ms. White saw the Complaint and Amended Complaint in the Collection Suit, she thought the amount was too high, and was worried, frustrated and concerned that she was being sued for too much money.

CLASS ACTION ALLEGATIONS

26. The named Plaintiff incorporates by reference all of the above allegations as if fully rewritten herein.
27. Ms. White is bringing this action on behalf of herself and other members of a general class of consumers consisting of all Ohio residents, who:
 - a. were sued in an Ohio court by Powers Friedman at any time from one year prior to this action being filed, through the present, in an attempt to collect a consumer debt; and
 - b. where the alleged debt included any amount for attorney fees; or
 - c. where the alleged debt included an amount not owed to the creditor.
28. This class action claim is made pursuant to the provisions of Rule 23(a) and 23(b)(3) for monetary damages and other relief consistent with and subordinate thereto, including costs and expenses of investigation and litigation and attorney fees.

29. Powers Friedman files numerous civil collection cases on behalf of creditors against consumer debtors.
30. Powers Friedman's internet web site states that it represents "a diverse group of Landlords," and has experience that includes handling evictions and debt collection.
31. Upon information and belief, Ms. White alleges that the class so represented by named Plaintiff in this action, and of which she is a member, consists of those persons defined above and is so numerous that joinder of individual members is impracticable.
32. There are common questions of law and fact in the action that relate to and affect the rights of each member and the relief sought is common to the entire class. These questions include, but are not necessarily limited to:
 - a. whether Powers Friedman filed law suits in Ohio which attempted to collect alleged debts from consumers which included attorney fees;
 - b. whether Powers Friedman filed law suits in Ohio which attempted to collect more from consumers than they owed; and
 - c. whether Powers Friedman's practices of attempting to collect attorney fees and amounts not owed violate the FDCPA.
33. Named Plaintiff's claims are typical of the claims of the class, in that the claims of all members depend on a showing of the acts and omissions of Powers Friedman giving rise to the relief sought herein.
34. There is no known conflict between the named Plaintiff and other members of the class with respect to this action, or with respect to the claims for relief set forth herein.
35. Named Plaintiff is a representative party and is able to, and will, fairly and adequately protect the interests of the class.

36. Named Plaintiff's attorneys are experienced and capable in the field of consumer rights and protection, and class actions, and have successfully represented claimants in similar litigation.
37. This action is properly maintained as a class action in that the prosecution of separate actions by individual class members creates risk of individual adjudications, which would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudication, or would substantially impair or impede their ability to protect their interests.
38. This action is properly maintained as a class action in that the prosecution of separate actions by individual members of the class would create risk of varying individual adjudications, which would establish incompatible standards of conduct for Powers Friedman, who is expected to oppose them.
39. This action is properly maintained as a class action inasmuch as the questions of law and fact common to the class members predominate over any questions affecting only individual members; a class action is superior to other methods available for the efficient adjudication of the controversy; the relief sought by all members will be effective and appropriate for the entire class; and all members of the class have a right to damages or other relief which may be readily computed in each case or otherwise readily determined, including statutory damages pursuant to 15 U.S.C. 1692k.
40. The identity of each individual member of the class can be ascertained from the books and records maintained by Powers Friedman and to some extent, from public Court records in Ohio. The size of the class is unknown, but is expected to be readily ascertainable from the Defendant's records, and is expected to be well in excess of 40.

41. Because many of the persons with whom Powers Friedman has dealt, or who were affected by its activities, may not be aware of their rights, or may not be in a financial position to assert such rights readily, and because relegation of their claims to individual actions would result in a unreasonable multiplicity of suits and a corresponding burden on this and other courts, a class action is far superior to all other methods for a fair and efficient adjudication of this controversy.

**Claim for Relief –Violations of the Fair Debt Collection Practices Act
(Class Action Claim)**

42. The Named Plaintiff realleges and reincorporates herein by reference the allegations above as though fully set forth herein.

43. At all times relevant to this case, Powers Friedman was a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a(6).

44. The actions of Powers Friedman violated one or more sections of the FDCPA, specifically 15 U.S.C. 1692e, e(2), e (5), (10) and/or 15 USC 1692f and f(1).

45. As a result of the above violations of the FDCPA, Powers Friedman is liable to the Plaintiff, and each class member for: (1) any actual damages sustained as a result of the violation; (2) statutory damages in the amount of one percent (1%) of the net worth of Powers Friedman not to exceed \$500,000; and (3) costs and reasonable attorney fees. See 15 U.S.C. § 1692k(a).

WHEREFORE, Plaintiff respectfully requests the following relief:

- a. A determination that it is appropriate for class certification and/or class treatment;
- b. Statutory and actual damages as may be awarded by the Court;

c. Reasonable attorney fees for all services performed by counsel in the investigation and prosecution of this claim, as provided by law;

d. Reimbursement for all costs and expenses incurred in connection with the prosecution of these claims; and

e. Statutory interest, and any and all other relief this Court may deem appropriate.

JURY DEMAND

Plaintiff hereby demands a Trial By Jury on all issues and claims contained in this Complaint, as permissible under law.

Respectfully submitted,

/s/Gregory S. Reichenbach

Gregory S. Reichenbach (Ohio Bar #0077876)

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/s/ Matthew B. Bryant

Matthew B. Bryant (Ohio Bar #0085991)

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Fax: (419) 932-6719

Email: mbryant@bryantlegalllc.com

Attorneys for Named Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Cheryl White

(b) County of Residence of First Listed Plaintiff Lucas (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Gregory S. Reichenbach 0077876, PO Box 711, Perrysburg OH 43552 (419) 529-8300; Matthew B. Bryant 0085991, 3450 W. Central Ave., Ste. 370, Toledo OH 43604, (419) 824-4439

DEFENDANTS

Powers Friendman Linn PLL

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 USC 1692. Brief description of cause: Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 11/21/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Gregory S. Reichenbach 0077876

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO**

I. Civil Categories: (Please check one category only).

- 1. General Civil
- 2. Administrative Review/Social Security
- 3. Habeas Corpus Death Penalty

*If under Title 28, §2255, name the SENTENCING JUDGE:

CASE NUMBER:

II. **RELATED OR REFILED CASES.** See LR 3.1 which provides in pertinent part: "If an action is filed or removed to this Court and assigned to a District Judge after which it is discontinued, dismissed or remanded to a State court, and subsequently refiled, it shall be assigned to the same Judge who received the initial case assignment without regard for the place of holding court in which the case was refiled. Counsel or a party without counsel shall be responsible for bringing such cases to the attention of the Court by responding to the questions included on the Civil Cover Sheet."

This action is **RELATED** to another **PENDING** civil case. This action is **REFILED** pursuant to **LR 3.1**.

If applicable, please indicate on page 1 in section VIII, the name of the Judge and case number.

III. In accordance with Local Civil Rule 3.8, actions involving counties in the Eastern Division shall be filed at any of the divisional offices therein. Actions involving counties in the Western Division shall be filed at the Toledo office. For the purpose of determining the proper division, and for statistical reasons, the following information is requested.

ANSWER ONE PARAGRAPH ONLY. ANSWER PARAGRAPHS 1 THRU 3 IN ORDER. UPON FINDING WHICH PARAGRAPH APPLIES TO YOUR CASE, ANSWER IT AND STOP.

(1) **Resident defendant.** If the defendant resides in a county within this district, please set forth the name of such county

COUNTY:

Corporation For the purpose of answering the above, a corporation is deemed to be a resident of that county in which it has its principal place of business in that district.

(2) **Non-Resident defendant.** If no defendant is a resident of a county in this district, please set forth the county wherein the cause of action arose or the event complained of occurred.

COUNTY: Lucas

(3) **Other Cases.** If no defendant is a resident of this district, or if the defendant is a corporation not having a principle place of business within the district, and the cause of action arose or the event complained of occurred outside this district, please set forth the county of the plaintiff's residence.

COUNTY:

IV. The Counties in the Northern District of Ohio are divided into divisions as shown below. After the county is determined in Section III, please check the appropriate division.

EASTERN DIVISION

AKRON

(Counties: Carroll, Holmes, Portage, Stark, Summit, Tuscarawas and Wayne)

CLEVELAND

(Counties: Ashland, Ashtabula, Crawford, Cuyahoga, Geauga, Lake,

Lorain, Medina and Richland)

YOUNGSTOWN

(Counties: Columbiana, Mahoning and Trumbull)

WESTERN DIVISION

TOLEDO

(Counties: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Marion, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca VanWert, Williams, Wood and Wyandot)

Filed Toledo Municipal Court 2/1/2017 9:39:03 AM. Vallie Bowman-English, Clerk of Court

Exh. 1

CVG-17-01666



**IN THE TOLEDO MUNICIPAL COURT
LUCAS COUNTY, OHIO**

LANDLORD RECOVERY SERVICES)	CASE NO
ASSIGNEE FOR TOLEDO)	
PROPERTIES, LCC,)	JUDGE.
23240 Chagrin Boulevard, Suite 180)	
Cleveland OH 44122)	
)	COMPLAINT
Plaintiff,)	
)	
vs)	
)	
CHERYL LYNN WHITE,)	
1416 Eleanor Avenue)	
Toledo OH 43612)	
)	
Defendant.)	

1 Plaintiff, Landlord Recovery Services, ("Plaintiff") at all time relevant hereto is and was a trade name registered under the laws of the State of Ohio and is the successor in interest to Toledo Properties, LCC who was the landlord of the premises located at 3355 West Alexis Road, #C-10 Toledo, Ohio (hereinafter "the premises").

2. Defendant, Cheryl Lynn White ("Defendant"), at all time relevant hereto was a tenant with a written lease agreement for the premises stated above.

3 In or about March 2009, Defendant vacated the above-described premises

JOURNALIZED

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agreed to refrain from damaging the premises in excess of ordinary wear and tear

13. Defendant willfully and /or negligently violated the terms of said Contract.
14. As a direct and proximate result of Defendant's breach of contract,

Plaintiff has sustained damages in the above stated amount

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

- 1 Damages in the amount of \$4131.00 on Counts One and Two;
- 2 Interest at the statutory rate from the date of Judgment;
3. The cost of this action; and
4. Such other and further relief deemed just and equitable by this Court.



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Sarah S. Graham, Esq. (0070850)
Powers Friedman Linn, PLL
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Cleveland, Ohio 44122
Telephone (216) 514-1180
Facsimile (216) 514-1185
generalmail@pfl-law.com

Attorneys for Plaintiff



Date : 4/8/2009

Resident Ledger

Code 10055407 Property ar Lease From 12/6/2007
 Name Cheryl White Unit C10 Lease To 1/31/2009
 Address 3355 W. Alexis C10 Status Past Move In 12/6/2007
 Rent 540 Move Out 3/3/2009

Date	Description	Charge	Payment	Balance	Chg/Rec
11/30/2007	Application Fee	15.00		15.00	110592
12/1/2007	chk# [REDACTED]		15.00	0.00	91137
12/1/2007	chk# [REDACTED]		100.00	(100.00)	91140
12/4/2007	chk# [REDACTED] 50		299.00	(399.00)	93250
12/6/2007	Rent for 26 days	452.90		53.90	120266
12/6/2007	Security Deposit	399.00		452.90	120267
12/6/2007	One Time Concession	(452.90)		0.00	120268
1/1/2008	Rent (01/2008)	540.00		540.00	124967
1/1/2008	Rent Concessions (01/2008)	(41.00)		499.00	124968
1/7/2008	Late Fee	75.00		574.00	135581
1/11/2008	chk# [REDACTED] 30		575.00	(1.00)	108385
1/13/2008	Rent	1.00		0.00	136955
2/1/2008	Rent (02/2008)	540.00		540.00	139589
2/1/2008	Rent Concessions (02/2008)	(41.00)		499.00	139590
2/1/2008	chk# [REDACTED]		499.00	0.00	114480
2/29/2008	chk# [REDACTED]		499.00	(499.00)	123090
3/1/2008	Rent (03/2008)	540.00		41.00	154392
3/1/2008	Rent Concessions (03/2008)	(41.00)		0.00	154393
4/1/2008	Rent (04/2008)	540.00		540.00	168448
4/1/2008	Rent Concessions (04/2008)	(41.00)		499.00	168449
4/3/2008	chk# [REDACTED]		499.00	0.00	142120
4/28/2008	chk# [REDACTED]		499.00	(499.00)	150712
5/1/2008	Rent (05/2008)	540.00		41.00	183684
5/1/2008	Rent Concessions (05/2008)	(41.00)		0.00	183685
6/1/2008	Rent (06/2008)	540.00		540.00	198558
6/1/2008	Rent Concessions (06/2008)	(41.00)		499.00	198559
6/6/2008	chk# [REDACTED]		499.00	0.00	175302
7/1/2008	Rent (07/2008)	540.00		540.00	215246
7/1/2008	Rent Concessions (07/2008)	(41.00)		499.00	215247
7/7/2008	Late Fee	75.00		574.00	227030
7/11/2008	chk# [REDACTED] Reversed by ctrl# 193140		575.00	(1.00)	190863
7/22/2008	chk# [REDACTED] NSF receipt Ctrl# 190863		(575.00)	574.00	193140

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7/23/2008	Late Fee	75.00		649.00	230802
7/23/2008	NSF Fees	50.00			03
7/25/2008	chk# ██████████ 64		500.00	199.00	195071
7/25/2008	chk# ██████████ 65		75.00	124.00	195072
8/1/2008	Rent (08/2008)	540.00		664.00	212888
8/1/2008	Rent Concessions (08/2008)	(41.00)			89
8/6/2008	chk# ██████████		499.00	124.00	204942
9/1/2008	Rent (09/2008)	540.00		664.00	250978
9/1/2008	Rent Concessions (09/2008)	(41.00)		623.00	250979
9/5/2008	chk# 681104/814		499.00	124.00	222673
9/15/2008	charged twice for July	(75.00)		49.00	265800
9/30/2008	citizens dispute agreement	(49.00)		0.00	268548
10/1/2008	Rent (10/2008)	540.00		540.00	268753
10/1/2008	Rent Concessions (10/2008)	(41.00)		499.00	268754
10/5/2008	chk# ██████████		499.00	0.00	236952
11/1/2008	Rent (11/2008)	540.00			71
11/1/2008	Rent Concessions (11/2008)	(41.00)		499.00	288272
11/6/2008	Late Fee	75.00		574.00	302595
11/14/2008	Legal Fees	175.00		749.00	304227
12/1/2008	Rent (12/2008)	540.00		1,289.00	306995
12/1/2008	Rent Concessions (12/2008)	(41.00)		1,248.00	306996
12/8/2008	Late Fee	75.00		1,323.00	321448
12/8/2008	Late Fee	75.00		1,398.00	321454
12/9/2008	charged twice	(75.00)		1,323.00	321682
1/1/2009	Rent (01/2009)	540.00		1,863.00	329112
1/6/2009	jan late fee	75.00		1,938.00	342238
2/1/2009	Rent (02/2009)	540.00		2,478.00	342325
2/6/2009	feb late fee	75.00		2,553.00	361044
3/1/2009	Rent (03/2009)	540.00		3,093.00	364615
3/3/2009	Security Deposit credit	(399.00)		2,694.00	377676
3/3/2009	Rent (03/2009) Credit 28 days	(487.74)		2,206.26	377677
3/3/2009	damages-carpet has burn holes thru out, only 15 months old	800.00		3,006.26	18
3/3/2009	remove rent credit-owes all March, owes concessions received	979.74		3,986.00	377679
3/3/2009	Cleaning-whole apt dirty	70.00		4,056.00	377680
3/3/2009	Security Deposit - Forfeiture, did not fulfill lease	399.00		4,455.00	377681
3/3/2009	Remove Forfeiture	(399.00)		4,056.00	60
3/3/2009	Late Fee March	75.00		4,131.00	395861



Abbey Run Apartments Lease

3355 W Alexis Rd C-05, Toledo, Ohio 43623
Toledo Properties, LLC

This lease agreement is made this 6th day of December between Abbey Run Apartments (hereinafter referred to as we, us etc) and Cheryl L. White here in after referred to as you your, etc where by we lease, let and demise to you the interior portion of the premises known as 3355 W Alexis Rd, C-10, Toledo, Ohio 43623. Possession of the premise will take place on December 6, 2007. Term of the lease begins on December 6, 2007 and the length of the lease is 13 Months expiring on January 31, 2009 followed by month-month occupancy if lease is not renewed

All persons occupying this apartment include **Cheryl L. White**
Ryan White
Adriane White

Rent is to be paid in monthly installments of \$499.00 (\$540.00 with a \$41.00 monthly concession) in advance on the first day of each month, without demand or notice at our office or at such other place designated by us Rent not collected whether by mail or personal delivery by the 5th of each month shall be subject to a \$75.00 late charge. The following sums of money are due before possession of the premises may be taken

Security Deposit	\$399.00
Amount of Holding Fee Paid	\$100.00 Pd. 11/30/07
Balance of Security Deposit	\$299.00
Total Due at Move-in	\$299.00

Each lessee is jointly and severally liable for the full amount of rent. If the Lessee defaults in the timely payment of rent, the entire remaining balance of rent for the remainder of the initial term of the lease shall become immediately due and payable at Lessors option

Resident agrees that the above specific rent may be increased by Landlord at any time or from time upon 30 days notice given

(1) **UTILITIES.** We pay for water, sewer and trash removal and you agree to immediately contract for to assume and to pay for electric service. You must show proof of having electric service place in your name before receiving the keys to your apartment upon move in. It will be your responsibility to exercise care in the use of the utilities. We shall not be liable for failure to furnish it. In case of default of any terms and conditions of rental agreement, the utilities shall be left on in your name until the premises are re-rented or lease expires, whichever comes first. You agree to notify us before terminating any utilities

(2) **LATE CHARGES ALL RENT IS DUE ON THE FIRST DAY OF EACH MONTH.** It is agreed that any continuous acceptance of the Resident's rent later than the date it becomes due shall not be considered or relied upon by the Resident as a grounds for expecting an indulgence from Landlord upon subsequent installments of rent, nor shall it be considered or relied upon as constituting or establishing custom of business between Landlord and Resident. Resident agrees to pay a Seventy five (\$75.00) dollar late charge on rent payments received after the fifth day of the month in which the rent is due, a processing charge of Thirty five (\$35.00) dollars for any check returned for insufficient funds, **Administration fees will be determined after eviction action has commenced;** The aforesaid charges are agreed to by the parties, and to

2

the extent permitted by law, to be additional and accrued rent in arrears hereunder and said to be immediately due to Landlord. The late charge, legal fees and check insufficient fund charge may be amended with a 30-day notice to Resident provided that such increase reflects a similar increase to Landlord in Landlord's administrative costs as a result of such late payment. **If monthly payment is late three (3) times in one calendar year, an eviction notice may be issued.**

(3) SECURITY DEPOSIT. We shall hold the Security Deposit paid by you until this agreement is terminated. The full Security Deposit shall be returned to you by regular mail within the time prescribed by the law less the following:

- (a) Any rental payment or portions thereof required by the terms of this lease that are not paid
- (b) Any unpaid late charges and insufficient fund charges
- (c) Any attorney's fees caused by breach of any provision of this lease on your part
- (d) Any court cost caused by breach of any provisions of this lease
- (e) Cost of any repairs or replacements, redecoration and/or furnishing of the premises or any fixture, system or appliance caused by other than reasonable wear and tear as more fully explained elsewhere in this lease
- (f) Cost and expense incurred by us and arising from the breach by you of any provision of this lease. These costs shall include the prorated costs of painting, cleaning, advertising, commissions to rental agent (if any), and an administrative charge in the event the full term of the lease is unfulfilled. Same costs to be prorated based on the unfulfilled term of the lease
- (g) A reasonable cleaning expense provided that you do not leave the premises in clean and rentable condition at the time you vacate
- (h) Cost incurred for having additional labor remove all debris, rubbish and trash in or around the apartment that has not been properly disposed of
- (i) Cost for replacing keys which are not returned at time of vacating and/or cost of a locksmith

YOU MAY NOT APPLY YOUR SECURITY DEPOSIT AGAINST RENTAL PAYMENTS.

(4) POSSESSION. You shall register in writing to us any damages and/or repairs needing to be done, which we may have overlooked, within three (3) days after occupying your apartment. We will make these repairs or file your written report in our office so you will not be held responsible for same at end of this lease.

(5) DAMAGE TO PREMISES. Management shall have the right to enter the Premises at all reasonable hours for the purposes of inspecting same with twenty-four (24) hour notice except in case of emergency. If Management deems any repairs necessary by virtue of Resident's abuse of the Premises, it may demand that Resident make the same, and if Resident refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, Landlord shall have the right to enter the Premises, without causing or constituting a termination of this Lease, and may make or cause to be made such repairs. Landlord and Management shall not be responsible to Resident for any loss or damage that may occur as a result of the exercise of Landlord's rights under this paragraph. If Management makes or causes to be made such repairs, Resident agrees that it will on demand pay Landlord the cost thereof as additional rent.

(6) USE AND OCCUPANCY. You shall personally use and occupy the leased premises only as a private dwelling for those occupants specifically listed on the original application. The number of occupants is not to exceed the number shown on the application. You shall use the premises in such a manner as to comply with all local, county, state and federal laws and the rules, ordinances and regulations enacted there under, and shall not use the premises or permit it to be used for any disorderly or unlawful purpose or in any manner we deem to be offensive to any other occupant of the building or to us.

(7) SUBLETTING OR ASSIGNING. The premises shall not in whole or in part, be sublet, assigned or in any manner transferred or encumbered by you. In the event of co-tenancy by unrelated parties, all parties to this lease agree to assume and be responsible for all obligations

contained in this lease throughout its original term and any and all extensions of the original lease until such time the premises are completely vacated and possession is returned to us

(8) PETS No pets shall be permitted on the leased premises or common grounds without consent of management

(9) ALTERATIONS You shall not remodel, paint or make any structural changes to the leased premises, nor shall you attach or remove any fixtures without our prior written consent

(10) RULES AND REGULATIONS. Resident promises and agrees for himself the members of his family, invitees and guests to abide by the attached rules and regulations governing the Premises. The Rules and Regulations may be modified by Landlord, upon thirty (30) days written notice by Landlord to Resident. Resident shall also comply with all of Management's changes and additions to the rules and regulations that are permitted under Law. Any violation of the Rules and Regulations shall constitute a breach of this lease and shall entitle the Landlord as its option to terminate said tenancy upon written notice to Resident as provided in this lease

(11) TRASH AND GARBAGE. You agree to properly dispose of all garbage and trash on a regular, frequent and sanitary basis only in those areas or receptacles designated for same. We will remove trash and garbage that is placed in areas other than that mentioned above and a reasonable charge for its removal will be made to its depositor

(12) QUIET ENJOYMENT; NON-HARASSMENT: Resident covenants and agrees that nothing shall be done in, on or about the Premises by Resident, members of his family, his guests or invitees, which shall interfere with the rights, comforts, convenience or quiet enjoyment of other residents. Musical instruments, radio, television, or other music system, shall all be operated in a manner that is not disturbing or annoying to the other residents, nor shall any disturbing noises or conduct be allowed at any time. Failure of Resident to abide by any condition or provision of this paragraph shall entitle Landlord to terminate said tenancy upon written notice to Residents as provided herein and exercise any and all other remedies afforded to Landlord as set forth herein and exercise any and all other remedies afforded to Landlord as set forth herein or provided by applicable law. Lessor covenants and agrees not to interfere with Lessee's quiet enjoyment of the premises, and to resolve all disputes in a civil manner

(13) FIRE HAZARDS. You shall not cause or permit the occurrence of any hazardous act on or near the premises, which might cause fire or that will increase the rate of insurance on the premises. This shall include, but is not limited to, the use of kerosene heaters, use of grills on balconies and storage of inflammables in the building of the apartment in which you occupy. If the premises become uninhabitable by reason of fire not caused by you, your family, employees, or visitors the rental herein shall be suspended until the same has been restored to a habitable condition. We are not obligated to restore or rebuild the premises in the event of total destruction. Smoke detectors have been installed where required and are in proper working order. You agree to not disconnect any smoke detectors, to periodically test, and to furnish new batteries as needed

(14) REMOVAL FOR UNREASONABLE CONDUCT. It is not our wish to restrict your enjoyment of the leased premises and other facilities. However, if we at any time determine your conduct or the conduct of your family, employees, visitors, or other occupants of the leased premises to be disruptive, we may ask that such conduct cease. If after such notice the conduct continues, then we shall have the right to terminate this lease by serving a three- (3) day written notice to vacate the premises. **We adhere to a strict NO DRUG POSSESSION/USE policy for all residents and their guests. Anyone found possessing or using illegal substances on the property will be served a three (3) day written notice to vacate the premises.**

(15) ACTS OR OMISSIONS: Landlord and Management shall not be responsible or liable to Resident for any loss or damage, occasioned through the acts or omissions of other residents, their guest or invitees, or of trespassers or from bursting, stoppage, backing up or leaking of

water, gas, electricity or sewers, or from causes in any other manner whatsoever. Except as may otherwise be provided nothing herein shall exculpate Landlord or Management from liability for its failure to perform or negligent performance of a duty imposed by law.

(16a) TERMINATION/RENEWAL. You or we may terminate this agreement at the end of the term by giving the other party a sixty (60) day written notice of intention to terminate the lease agreement from the first day of the month. If no such notice is given, this lease shall be deemed to be on a month-to-month rental basis along with all other covenants and conditions of this lease in full force and effect unless we notify you of any change in the monthly rental, or any other term thirty (30) days prior to expiration of the term. If notice is not given, Resident shall be liable for an additional monthly installment of rent at the same rate as for the last month of the Term, subject to Management's obligation to mitigate damages. Resident shall deliver the keys for the Premises to Management at the time Resident vacates Premises. Any of Resident's property left in, at or about the Premises at the time the Resident vacates the Premises shall be deemed to be abandoned by the Resident and Resident hereby authorizes Management to dispose of same as abandoned property. Until such time as the keys are delivered to Management, the Resident shall remain liable under this Lease to the extent permitted by law. Keys shall be delivered by Management upon vacating the Premises and in any event no later than 12:00 noon on the next business day following the expiration of the term of this Lease and/or Resident's vacating of the Premises.

(16b) PREMATURE TERMINATION: If Resident vacates the Premises prior to expiration of the term of this lease, Resident's liability to pay rent shall continue until the Premises are re-rented or lease expires, whichever comes first. Landlord has the obligation to reasonably mitigate damages in the event of premature termination of this Lease. In addition, Landlord may exercise the remedies reserved elsewhere in this Lease. Resident shall also pay Landlord all lawful expenses and damages resulting therefrom, including any costs incurred in re-renting the Premises. Such expenses include but are not limited to repainting and cleaning of the unit, for the reason that such costs would not have been incurred by Landlord at such an early occasion.

(17) INSURANCE/LIABILITY. The property and owner's insurance policy does not cover the personal property of residents, inside or outside of the premise. It is recommended that you obtain renter's insurance through an insurance company of your choosing and provide the office with a copy of the same.

You also agree to indemnify, defend, and hold us, our agents and employees harmless from any and all liability, loss, or other damages to the property or yourself, other occupants, guests and/or invitees, and to pay all claims, judgments, costs and expenses including attorney fees, arising out of any injury or damage to any of said persons or property.

(18) DEFAULT AND ABANDONMENT. We shall have the right to terminate all rights you have under this lease upon any failure by you to respect and comply with any covenants of this lease. Your absence from the premises for fifteen (15) days, while all or any portion of the rent is not paid, shall be deemed abandonment of the premises, and this lease, at our option, may be terminated with no further notice. Any belongings left by you will be inventoried, stored, and if unclaimed, disposed of in accordance with all applicable law and the apartment re-let without any liability of us to you.

(19) TAX OR UTILITY COST INCREASE: If during the Term of this Lease, there is an increase in the ad valorem property taxes assessed against the Premises or an increase in the cost of any utility used or consumed in the Premises, Landlord at its election, on 30 days written notice may increase the rental for the Premises by an amount equal to the total of such cost, or it may at its election charge the Resident for the pro rata increase on a monthly or annual basis.

(20) REPRESENTATIONS IN THE APPLICATIONS. We tender this lease to you on the basis of the representations contained in the application which is made part of this lease, and in the event

any of the representations contained in the application shall be found to be misleading, incorrect or untrue, we shall have the right and option to cancel this lease and to take possession of the leased premises forthwith. **No oral statements made by our employees or agents shall be binding upon us**

(21) NOTICE OF INJURIES: In the event of any injuries to Resident or Resident's family, guests, or invitees or in the event of any damage to any of their property that is allegedly caused by the negligence of Management or its agent or employees, Resident shall give Management a written notice of the occurrence of the injury or damage within five (5) days of the happening thereof. The written notice shall be delivered to Management at Management's office set forth at the beginning of the Lease or such address which Management should hereafter furnish in writing to the Resident.

(22) SEVERABILITY. If any clause contained herein is held to be unenforceable, the remaining provisions shall remain in full force and effect.

(23) PARKING. Lessee agrees to limit the number of automobiles to be kept on the premises to (2) two. All vehicles must have current license plates. No parking or storage of boats, trailers, RV's, trucks rated over 3/4 tons, or commercial vehicles shall be permitted. Motorcycles are considered a vehicle and are to be kept in the parking area only and Lessee shall be responsible for any damage to pavement.

(24) PORTABLE DISHWASHERS, WASHER AND DRYERS Use of portable dishwashers, washers, and dryers in your unit are strictly prohibited. Only those apartments with appropriate hookups are excluded from this paragraph.

(25) NO SATELLITE DISHES ARE TO BE INSTALLED ON ANY BUILDING OR ANYWHERE ON SUNNYDALE ESTATES PROPERTY

IN WITNESS WHEREOF and agreement hereto, the parties hereto sign this lease the date and year first above written and acknowledge receipt of a copy of all related documents.

LESSEE:

Shane S. Wiketo
Signature

12/6/17
Date

LESSEE:

Signature

Date

Ana Karamol
Agent for the Owner
Toledo Properties, LLC

12/6/17
Date

IN THE TOLEDO MUNICIPAL COURT
LUCAS COUNTY, OHIO

LANDLORD RECOVERY SERVICES
ASSIGNEE FOR TOLEDO
PROPERTIES, LCC,

Plaintiff,

vs.

CHERYL LYNN WHITE,

Defendant.

CASE NO: CVG-17-01666

JUDGE:

AMENDED COMPLAINT

1. Plaintiff, Landlord Recovery Services, ("Plaintiff") at all time relevant hereto is and was a trade name registered under the laws of the State of Ohio and is the successor in interest to Toledo Properties, LCC who was the landlord of the premises located at 3355 West Alexis Road, #C-10 Toledo, Ohio (hereinafter "the premises").
2. Defendant, Cheryl Lynn White ("Defendant"), at all time relevant hereto was a tenant with a written lease agreement for the premises stated above.
3. In or about March 2009, Defendant vacated the above-described premises.
4. At the time Defendant vacated the above-described premises, Defendant was in breach of the lease agreement and the Ohio Revised Code.
5. As a result of said breach, Defendant owes Plaintiff the sum of \$4131.00.

JUNIALZ MAR 31 2017

COUNT ONE

6. Plaintiff hereby repeats, realleges and reavers each and every allegation in Paragraph 1 through 5 of its Complaint as if fully rewritten herein.

7. Defendant owes Plaintiff on account the sum of \$4131.00. (A Statement of Account is attached hereto as Exhibit "1".)

8. Despite numerous demands by Plaintiff, Defendant has failed and refused to pay Plaintiff the sum stated above.

COUNT TWO

9. Plaintiff hereby repeats, realleges and reavers each and every allegation in Paragraph 1 through 8 of its Complaint as if fully rewritten herein.

10. On or about December 6, 2007, Plaintiff and Defendant entered into a lease agreement for the above-described premises. This lease agreement constituted a valid and enforceable contract. (A copy of the Contract is attached hereto as Exhibit "2")

11. Pursuant to the terms of the contract, Plaintiff provided the above described premises to Defendant.

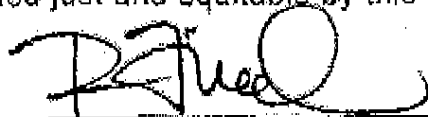
12. In return, Defendant agreed to pay monthly rent to Plaintiff and to keep the dwelling in a clean, sanitary condition, complying with all state and local laws regarding maintenance of the rented premises. Defendant additionally agreed to refrain from damaging the premises in excess of ordinary wear and tear.

13. Defendant willfully and /or negligently violated the terms of said Contract.

14. As a direct and proximate result of Defendant's breach of contract, Plaintiff has sustained damages in the above stated amount.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

1. Damages in the amount of \$4131.00 on Counts One and Two;
2. Interest at the statutory rate from the date of Judgment;
3. The cost of this action; and
4. Such other and further relief deemed just and equitable by this Court.



Robert G. Friedman, Esq. (0063811)
 Sarah S. Graham, Esq. (0070850)
 Powers Friedman Linn, PLL
 23240 Chagrin Boulevard, Suite 180
 Cleveland, Ohio 44122
 Telephone (216) 514-1180
 Facsimile (216) 514-1185
 generalmail@pfl-law.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of this Amended Complaint was sent by ordinary U.S. mail on March 22, 2017 to the following:

Cheryl Lynn White
1416 Eleanor Avenue
Toledo OH 43612



Robert G. Friedman, Esq. (0063811)
Sarah S. Graham, Esq. (0070850)

Attorneys for Plaintiff



Date: 4/8/2009

Resident Ledger

Code: 0088407 Property: 21
 Name: Cheryl White Unit: 210
 Address: 3355 W Adams Ct Status: Past
 Lease From: 12/6/2007
 Lease To: 1/31/2009
 Move In: 12/6/2007
 Move Out: 1/31/2009

Date	Description	Charge	Payment	Balance	Chg/Rec
11/30/2007	Application Fee	15.00		15.00	110592
12/1/2007	chk# 803428820		15.00	0.00	91137
12/1/2007	chk# 803428819		100.00	(100.00)	91140
12/4/2007	chk# 8034289360		299.00	(399.00)	93250
12/6/2007	Rent for 26 days	452.90		53.90	120256
12/6/2007	Security Deposit	399.00		452.90	120257
12/6/2007	One Time Concession	(452.90)		0.00	120266
1/1/2008	Rent (01/2008)	540.00		540.00	124967
1/1/2008	Rent Concessions (01/2008)	(41.00)		499.00	124968
1/7/2008	Late Fee	75.00		574.00	135581
1/13/2008	chk# 08860910930		574.00	(1.00)	108385
1/13/2008	Rent	1.00		0.00	136955
2/1/2008	Rent (02/2008)	540.00		540.00	139589
2/1/2008	Rent Concessions (02/2008)	(41.00)		499.00	139590
2/1/2008	chk# 799601724		499.00	0.00	114480
2/29/2008	chk# 860910794		499.00	(499.00)	123090
3/1/2008	Rent (03/2008)	540.00		41.00	154392
3/1/2008	Rent Concessions (03/2008)	(41.00)		0.00	154393
4/1/2008	Rent (04/2008)	540.00		540.00	168448
4/1/2008	Rent Concessions (04/2008)	(41.00)		499.00	168449
4/3/2008	chk# 87388/173		499.00	0.00	142120
4/28/2008	chk# 915704550		499.00	(499.00)	150712
5/1/2008	Rent (05/2008)	540.00		41.00	183684
5/1/2008	Rent Concessions (05/2008)	(41.00)		0.00	192288
6/1/2008	Rent (06/2008)	540.00		540.00	198558
6/1/2008	Rent Concessions (06/2008)	(41.00)		499.00	198559
6/8/2008	chk# 911735536		499.00	0.00	175302
7/1/2008	Rent (07/2008)	540.00		540.00	215246
7/1/2008	Rent Concessions (07/2008)	(41.00)		499.00	215247
7/7/2008	Late Fee	75.00		574.00	227030
7/11/2008	chk# 972970747 Reversed by ctrl# 193140		575.00	(1.00)	190861
7/22/2008	chk# 972970747 NSF receipt Ctrl# 190863		(575.00)	574.00	193140

7/23/2008	Late Fee	75.00	649.00	230902
7/23/2008	NSF Fees	50.00	699.00	230903
7/25/2008	chk# 45972970764		500.00	195071
7/25/2008	chk# 45972970768		75.00	195072
8/1/2008	Rent (08/2008)	540.00	664.00	232888
8/1/2008	Rent Concessions (08/2008)	(41.00)	623.00	232889
8/6/2008	chk# 953663730		499.00	204942
9/1/2008	Rent (09/2008)	540.00	664.00	250978
9/1/2008	Rent Concessions (09/2008)	(41.00)	623.00	250979
9/5/2008	chk# 6811047814		499.00	222673
9/15/2008	charged twice for July	(75.00)	49.00	285900
9/30/2008	citizens dispute agreement	(49.00)	0.00	268548
10/1/2008	Rent (10/2008)	540.00	540.00	268753
10/1/2008	Rent Concessions (10/2008)	(41.00)	499.00	268754
10/5/2008	chk# 967098831		499.00	0.00
11/1/2008	Rent (11/2008)	540.00	540.00	288271
11/1/2008	Rent Concessions (11/2008)	(41.00)	499.00	288272
11/8/2008	Late Fee	75.00	574.00	302595
11/14/2008	Legal Fees	175.00	749.00	304722
12/1/2008	Rent (12/2008)	540.00	1,289.00	306995
12/1/2008	Rent Concessions (12/2008)	(41.00)	1,248.00	306996
12/8/2008	Late Fee	75.00	1,323.00	321448
12/8/2008	Late Fee	75.00	1,398.00	321449
12/9/2008	charged twice	(75.00)	1,323.00	321682
1/1/2009	Rent (01/2009)	540.00	1,863.00	329112
1/6/2009	jan late fee	75.00	1,938.00	342238
2/1/2009	Rent (02/2009)	540.00	2,478.00	347325
2/5/2009	feb late fee	75.00	2,553.00	361044
3/1/2009	Rent (03/2009)	540.00	3,093.00	364615
3/3/2009	Security Deposit credit	(399.00)	2,694.00	372676
3/3/2009	Rent (03/2009) Credit 28 days	(487.74)	2,206.26	372677
3/3/2009	damages-carpet has burn holes thru out, only 15 months old	800.00	3,006.26	372678
3/3/2009	remove rent credit-owns all March, owns concessions received	979.74	3,986.00	372679
3/3/2009	Cleaning-whole apt dirty	70.00	4,056.00	372680
3/3/2009	Security Deposit - Forfeiture, did not fulfill lease	399.00	4,455.00	372681
3/3/2009	Remove Forfeiture	(399.00)	4,056.00	395860
3/3/2009	Late Fee March	75.00	4,131.00	395861



KARAM
MANAGED PROPERTIES, LLC

Abbey Run Apartments Lease

3355 W Alexis Rd C-05, Toledo, Ohio, 43623
Toledo Properties, LLC

This lease agreement is made this 6th day of December between Abbey Run Apartments (hereinafter referred to as we, us, etc) and Cheryl L. White here in after referred to as you, your, etc. where by we lease, let and demise to you the interior portion of the premises known as 3355 W. Alexis Rd. C-10, Toledo, Ohio 43623. Possession of the premise will take place on December 6, 2007. Term of the lease begins on December 6, 2007 and the length of the lease is 13 months expiring on January 31, 2009 followed by month-month occupancy if lease is not renewed

All persons occupying this apartment include: Cheryl L. White
Ryan White
Adriana White

Rent is to be paid in monthly installments of \$499.00 (\$540.00 with a \$41.00 monthly concession) in advance on the first day of each month, without demand or notice at our office or at such other place designated by us. Rent not collected whether by mail or personal delivery by the 6th of each month shall be subject to a \$75.00 late charge. The following sums of money are due before possession of the premises may be taken:

Security Deposit	\$399.00
Amount of Holding Fee Paid	\$100.00 Pd. 11/30/07
Balance of Security Deposit	\$299.00
Total Due at Move-in	\$299.00

Each lessee is jointly and severally liable for the full amount of rent. If the Lessee defaults in the timely payment of rent, the entire remaining balance of rent for the remainder of the initial term of the lease shall become immediately due and payable at Lessors option.

Resident agrees that the above specific rent may be increased by Landlord at any time or from time, upon 30 days' notice given.

(1) UTILITIES. We pay for water, sewer and trash removal and you agree to immediately contract for, to assume and to pay for electric service. You must show proof of having electric service placed in your name before receiving the keys to your apartment upon move in. It will be your responsibility to exercise care in the use of the utilities. We shall not be liable for failure to furnish it. In case of default of any terms and conditions of rental agreement, the utilities shall be left on in your name until the premises are re-rented or lease expires, whichever comes first. You agree to notify us before terminating any utilities.

(2) LATE CHARGES: ALL RENT IS DUE ON THE FIRST DAY OF EACH MONTH. It is agreed that any continuous acceptance of the Resident's rent later than the date it becomes due shall not be considered or relied upon by the Resident as a grounds for expecting or indulgence from Landlord upon subsequent installments of rent; nor shall it be considered or relied upon as constituting or establishing custom of business between Landlord and Resident. Resident agrees to pay a Seventy five (\$75.00) dollar late charge on rent payments received after the fifth day of the month in which the rent is due; a processing charge of Thirty five (\$35.00) dollars for any check returned for insufficient funds; Administration fees will be determined after eviction action has commenced; The aforesaid charges are agreed to by the parties, and to

the extent permitted by law, to be additional and accrued rent in arrears hereunder and said to be immediately due to Landlord. The late charge, legal fees and check insufficient fund charge may be amended with a 30-day notice to Resident provided that such increase reflects a similar increase to Landlord in Landlord's administrative costs as a result of such late payment. If monthly payment is late three (3) times in one calendar year, an eviction notice may be issued.

(3) SECURITY DEPOSIT. We shall hold the Security Deposit paid by you until this agreement is terminated. The full Security Deposit shall be returned to you by regular mail within the time prescribed by the law, less the following:

- (a) Any rental payment or portions thereof required by the terms of this lease that are not paid
- (b) Any unpaid late charges and insufficient fund charges
- (c) Any attorney's fees caused by breach of any provision of this lease on your part.
- (d) Any court cost caused by breach of any provisions of this lease.
- (e) Cost of any repairs or replacements, redecoration and/or furnishing of the premises or any fixture, system or appliance caused by other than reasonable wear and tear as more fully explained elsewhere in this lease.
- (f) Cost and expense incurred by us and arising from the breach by you of any provision of this lease. These costs shall include the prorated costs of painting, cleaning, advertising, commissions to rental agent (if any), and an administrative charge in the event the full term of the lease is unfulfilled. Same costs to be prorated based on the unfulfilled term of the lease.
- (g) A reasonable cleaning expense provided that you do not leave the premises in clean and rentable condition at the time you vacate.
- (h) Cost incurred for having additional labor remove all debris, rubbish and trash in or around the apartment that has not been properly disposed of.
- (i) Cost for replacing keys which are not returned at time of vacating and/or cost of a locksmith

YOU MAY NOT APPLY YOUR SECURITY DEPOSIT AGAINST RENTAL PAYMENTS.

(4) POSSESSION. You shall register in writing to us any damages and/or repairs needing to be done, which we may have overlooked, within three (3) days after occupying your apartment. We will make these repairs or file your written report in our office so you will not be held responsible for same at end of this lease.

(5) DAMAGE TO PREMISES. Management shall have the right to enter the Premises at all reasonable hours for the purposes of inspecting same with twenty-four (24) hour notice except in case of emergency. If Management deems any repairs necessary by virtue of Resident's abuse of the Premises, it may demand that Resident make the same, and if Resident refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, Landlord shall have the right to enter the Premises, without causing or constituting a termination of this Lease, and may make or cause to be made such repairs. Landlord and Management shall not be responsible to Resident for any loss or damage that may occur as a result of the exercise of Landlord's rights under this paragraph. If Management makes or causes to be made such repairs, Resident agrees that it will on demand pay Landlord the cost thereof as additional rent.

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(7) SUBLETTING OR ASSIGNING. The premises shall not, in whole or in part, be sublet, assigned or in any manner transferred or encumbered by you. In the event of co-tenancy by unrelated parties, all parties to this lease agree to assume and be responsible for all obligations

contained in this lease throughout its original term and any and all extensions of the original lease until such time the premises are completely vacated and possession is returned to us.

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(11) TRASH AND GARBAGE. You agree to properly dispose of all garbage and trash on a regular, frequent and sanitary basis only in those areas or receptacles designated for same. We will remove trash and garbage that is placed in areas other than that mentioned above and a reasonable charge for its removal will be made to its depositor.

(12) QUIET ENJOYMENT; NON-HARASSMENT: Resident covenants and agrees that nothing shall be done in, on or about the Premises by Resident, members of his family, his guests or invitees, which shall interfere with the rights, comforts, convenience or quiet enjoyment of other residents. Musical instruments, radio, television, or other music system, shall all be operated in a manner that is not disturbing or annoying to the other residents, nor shall any disturbing noises or conduct be allowed at any time. Failure of Resident to abide by any condition or provision of this paragraph shall entitle Landlord to terminate said tenancy upon written notice to Residents as provided herein and exercise any and all other remedies afforded to Landlord as set forth herein and exercise any and all other remedies afforded to Landlord as set forth herein or provided by applicable law. Lessor covenants and agrees not to interfere with Lessee's quiet enjoyment of the premises, and to resolve all disputes in a civil manner.

(13) FIRE HAZARDS. You shall not cause or permit the occurrence of any hazardous act on or near the premises, which might cause fire or that will increase the rate of insurance on the premises. This shall include, but is not limited to, the use of kerosene heaters, use of grills on balconies and storage of inflammables in the building of the apartment in which you occupy. If the premises become uninhabitable by reason of fire not caused by you, your family, employees, or visitors, the rental herein shall be suspended until the same has been restored to a habitable condition. We are not obligated to restore or rebuild the premises in the event of total destruction. Smoke detectors have been installed where required and are in proper working order. You agree to not disconnect any smoke detectors, to periodically test, and to furnish new batteries as needed.

(14) REMOVAL FOR UNREASONABLE CONDUCT. It is not our wish to restrict your enjoyment of the leased premises and other facilities. However, if we at any time determine your conduct or the conduct of your family, employees, visitors, or other occupants of the leased premises to be disruptive, we may ask that such conduct cease. If after such notice the conduct continues, then we shall have the right to terminate this lease by serving a three- (3) day written notice to vacate the premises. We adhere to a strict NO DRUG POSSESSION/USE policy for all residents and their guests. Anyone found possessing or using illegal substances on the property will be served a three (3) day written notice to vacate the premises.

(15) ACTS OR OMISSIONS: Landlord and Management shall not be responsible or liable to Resident for any loss or damage, occasioned through the acts or omissions of other residents, their guest or invitees, or of trespassers, or from bursting, stoppage, backing up or leaking of

contained in this lease throughout its original term and any and all extensions of the original lease until such time the premises are completely vacated and possession is returned to us.

(8) PETS. No pets shall be permitted on the leased premises or common grounds without consent of management.

(9) ALTERATIONS. You shall not remodel, paint or make any structural changes to the leased premises, nor shall you attach or remove any fixtures without our prior written consent.

(10) RULES AND REGULATIONS. Resident promises and agrees for himself, the members of his family, invitees and guests to abide by the attached rules and regulations governing the Premises. The Rules and Regulations may be modified by Landlord, upon thirty (30) days written notice by Landlord to Resident. Resident shall also comply with all of Management's changes and additions to the rules and regulations that are permitted under Law. Any violation of the Rules and Regulations shall constitute a breach of this lease and shall entitle the Landlord, as its option, to terminate said tenancy, upon written notice to Resident as provided in this lease.

(11) TRASH AND GARBAGE. You agree to properly dispose of all garbage and trash on a regular, frequent and sanitary basis only in those areas or receptacles designated for same. We will remove trash and garbage that is placed in areas other than that mentioned above and a reasonable charge for its removal will be made to its depositor.

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(15) ACTS OR OMISSIONS: Landlord and Management shall not be responsible or liable to Resident for any loss or damage, occasioned through the acts or omissions of other residents, their guest or invitees, or of trespassers, or from bursting, stoppage, backing up or leaking of

water, gas, electricity or sewers, or from causes in any other manner whatsoever. Except as may otherwise be provided nothing herein shall exculpate Landlord or Management from liability for its failure to perform, or negligent performance of a duty imposed by law.

(16a) TERMINATION/RENEWAL. You or we may terminate this agreement at the end of the term by giving the other party a sixty (60) day written notice of intention to terminate the lease agreement from the first day of the month. If no such notice is given, this lease shall be deemed to be on a month-to-month rental basis along with all other covenants and conditions of this lease in full force and effect unless we notify you of any change in the monthly rental, or any other term, thirty (30) days prior to expiration of the term. If notice is not given, Resident shall be liable for an additional monthly installment of rent at the same rate as for the last month of the Term, subject to Management's obligation to mitigate damages. Resident shall deliver the keys for the Premises to Management at the time Resident vacates Premises. Any of Resident's property left in, at or about the Premises at the time the Resident vacates the Premises shall be deemed to be abandoned property by the Resident and Resident hereby authorizes Management to dispose of same as abandoned property. Until such time as the keys are delivered to Management, the Resident shall remain liable under this Lease to the extent permitted by law. Keys shall be delivered by Management upon vacating the Premises and in any event no later than 12:00 noon on the next business day following the expiration of the term of this Lease and/or Resident's vacating of the Premises.

(16b) PREMATURE TERMINATION: If Resident vacates the Premises prior to expiration of the term of this lease, Resident's liability to pay rent shall continue until the Premises are re-rented or lease expires, whichever comes first. Landlord has the obligation to reasonably mitigate damages in the event of premature termination of this Lease. In addition, Landlord may exercise the remedies reserved elsewhere in this Lease. Resident shall also pay Landlord all lawful expenses and damages resulting therefrom, including any costs incurred in re-renting the Premises. Such expenses include but are not limited to repainting and cleaning of the unit, for the reason that such costs would not have been incurred by Landlord at such an early occasion.

(17) INSURANCE/LIABILITY. The property and owner's insurance policy does not cover the personal property of residents, inside or outside of the premises, it is recommended that you obtain renter's insurance through an insurance company of your choosing and provide the office with a copy of the same.

You also agree to indemnify, defend, and hold us, our agents and employees harmless from any and all liability, loss, or other damages to the property or yourself, other occupants, guests and/or invitees, and to pay all claims, judgments, costs and expenses including attorney fees, arising out of any injury or damage to any of said persons or property.

(18) DEFAULT AND ABANDONMENT. We shall have the right to terminate all rights you have under this lease upon any failure by you to respect and comply with any covenants of this lease. Your absence from the premises for fifteen (15) days, while all or any portion of the rent is not paid, shall be deemed abandonment of the premises, and this lease, at our option, may be terminated with no further notice. Any belongings left by you will be inventoried, stored, and if unclaimed, disposed of in accordance with all applicable law and the apartment re let without any liability of us to you.

(19) TAX OR UTILITY COST INCREASE: If during the Term of this Lease, there is an increase in the ad valorem property taxes assessed against the Premises or an increase in the cost of any utility used or consumed in the Premises, Landlord at its election, on 30 days' written notice may increase the rental for the Premises by an amount equal to the total of such cost, or it may at its election charge the Resident for the pro rata increase on a monthly or annual basis.

(20) REPRESENTATIONS IN THE APPLICATIONS. We tender this lease to you on the basis of the representations contained in the application which is made part of this lease, and in the event

any of the representations contained in the application shall be found to be misleading, incorrect or untrue, we shall have the right and option to cancel this lease and to take possession of the leased premises forthwith. No oral statements made by our employees or agents shall be binding upon us.

(21) NOTICE OF INJURIES: In the event of any injuries to Resident or Resident's family, guests, or invitees or in the event of any damage to any of their property that is allegedly caused by the negligence of Management or its agent or employees, Resident shall give Management a written notice of the occurrence of the injury or damage within five (5) days of the happening thereof. The written notice shall be delivered to Management at Management's office set forth at the beginning of the Lease or such address which Management should hereafter furnish in writing to the Resident

(22) SEVERABILITY. If any clause contained herein is held to be unenforceable, the remaining provisions shall remain in full force and effect

(23) PARKING. Lessee agrees to limit the number of automobiles to be kept on the premises to (2) two. All vehicles must have current license plates. No parking or storage of boats, trailers, RV's, trucks rated over 3/4 tons, or commercial vehicles shall be permitted. Motorcycles are considered a vehicle and are to be kept in the parking area only and Lessee shall be responsible for any damage to pavement

(24) PORTABLE DISHWASHERS, WASHER AND DRYERS. Use of portable dishwashers, washers, and dryers in your unit are strictly prohibited. Only those apartments with appropriate hookups are excluded from this paragraph

(25) NO SATELLITE DISHES ARE TO BE INSTALLED ON ANY BUILDING OR ANYWHERE ON SUNNYDALE ESTATES PROPERTY.

IN WITNESS WHEREOF and agreement hereto, the parties hereto sign this lease the date and year first above written and acknowledge receipt of a copy of all related documents.

LESSEE:

Cheryl S. White
Signature

12/16/07
Date

LESSEE:

Signature

Date

Olga Karamol
Agent for the Owner
Toledo Properties, LLC

12/16/07
Date

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Powers Friedman Linn Added Illegal Attorney Fees to Woman's Debt](#)
