

Robert J. Sheppard
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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

2019 Achievements

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*Partners Voted “Super Lawyers of Northern California”
For Fourteen Consecutive Years in the Fields of Real Estate Law and Mediations*

SUCSESSES/RESOLUTION OF:

- **Partition** lawsuit between co-owner siblings including sale of property/award **\$400,000+** to client
- **Probate** lawsuit recovering **\$550,000+** for excluded spouse
- **Quiet Title** lawsuits - - obtained clean ownership of properties for clients
- Disputes between neighbors over **easements, encroachments, nuisances, code violations**
- Dozens of lawsuits procuring **insurance coverage** for property owners who were sued
- Dismissals of **City Attorney lawsuits** against multiple small Property Owners
- Dozens of **Unlawful Detainer (eviction) lawsuits** - for Landlords and Tenants
- **Buyouts** on behalf of Tenants and Landlords
- Successfully arbitrated (and mediated) dozens of **Rent Board Petitions** for Landlords and Tenants
- Facilitated dozens of Private Sale Transactions (**FSBO's**) of houses/condos/multi-unit properties for Sellers and Buyers

📞 **AV-Rated Law Firm - - Professional Peer Review (Martindale-Hubbell)** 📞

Highly Successful Mediation Services

Over 95% of Lawsuits/Disputes Settled



**30-Year Mediator Bob Sheppard
resolved over 100 lawsuits/disputes in 2019**

Expert Witness Services



Jaime Uziel and Bob Sheppard both served as
Expert Witnesses in lawsuits in 2019

*Property Owner Liability, Standard of Care for Property Owners,
Standard of Care for Lawyers, Real Estate Transactions*

New Laws for 2020 Affecting Real Estate

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

Statewide Rent Ceiling law: Effective 1-1-20, statewide rent increase ceiling will be 5% plus inflation (capped at 10%), applicable to almost all rental properties (exemptions include certain single family homes, condos, duplexes, and properties built in the last 15 years). A landlord is permitted to increase the rent twice within any 12-month period within maximum rental rate limitations. Rent increases since March 15, 2019 will count toward the 12-month cap; and if the increases exceed the permissible rent cap, rent must be rolled back effective 1-1-20.

Statewide Just Cause Eviction law: Effective 1-1-20, there will be statewide “Just Cause” requirements to evict tenants in occupancy for 12 months or more. Evictions are limited to 15 reasons: Non-payment of rent; Nuisance; Use of the property for an unlawful purpose; Waste; Refusal to allow entry; Breach of a material term of the lease after notice to cure; Refusal to sign extension or new lease of similar terms and duration; Assigning or subletting in violation of the lease; Failure to vacate after termination of the tenant/employee’s employment; Certain serious criminal activity involving the property; Failure to vacate after providing written notice of same. Additionally, there are four “no fault” reasons to evict such as Withdrawal of the property from the rental market; Compliance with a government order to vacate the property; Intent to demolish or substantially remodel the property; Owner or relative-of-owner occupancy. A landlord who seeks to evict for a no fault reason owes a relocation fee of one month’s rent (certain cities, like San Francisco, require a higher relocation payment).

Lease Contents/Rental Addenda: Tenants must be provided with a notice or lease provision in no less than 12-point type which provides the tenant with general information pertaining to their rights under new Statewide rent caps and eviction laws. Existing tenancies shall have addenda to the lease or rental agreement added by landlords.

Rent Increases above 10% require 90-day notice: Effective 1-1-20, a rent increase above 10% in any 12-month period will require 90 days’ notice (a change from the prior 60 day notice period). This includes combining all rent increases for the 12 months before the effective date of the increase. The notice period for rent increases of 10% or less (combining all prior rent increases within 12 months before the effective date of increase) remains 30 days.

Ellis Act Protections for Tenants: Owners may not pay prior tenants liquidated damages in lieu of offering them the opportunity to re-rent their former unit. Additionally, the date on which the accommodations are deemed to have been withdrawn from the rental market is the date on which the final tenancy for all tenants was terminated.

Religious items may be displayed on entry doors: Residential property owners and common interest developments are prohibited from enforcing or adopting a restriction that prohibits the display of religious items on an entry door or entry door frame of a dwelling. Exceptions include: the displayed item threatens public health or safety; hinders the opening or closing of an entry door; violates federal, state, or local law; contains obscene graphics or language; or is a total size greater than 36 by 12 square inches.

Discrimination on the basis of military or veteran status: An owner will be prohibited from making a written or oral inquiry concerning a tenant’s or potential tenant’s veteran or military status. An owner shall be prohibited from publishing or printing any notice or advertisement indicating a preference for tenants based on their military status. Landlords are prohibited from discriminating against a tenant on the basis that the tenant pays part or all of the rent using a Veterans Affairs Supportive Housing (VASH) voucher.

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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 \$3,600 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.

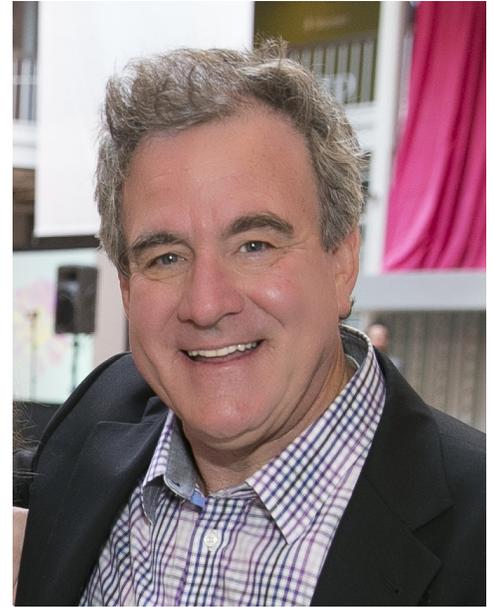


* There are no guarantees, of course, and a transaction may cost more to complete, depending on the circumstances and whether any complications arise.

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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Phone 415 • 296 • 0900 Website/e-mail: www.sheppardlaw.com

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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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.