

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**  
400 MCALLISTER STREET, SAN FRANCISCO, CA 94102

LINDA STEINOFF HOLMES

PLAINTIFF (S)  
VS.

DANIEL FELDMAN et al

DEFENDANT (S)

Case Number CUD-19-666401

**Notice to Defendants**

An unlawful detainer complaint [eviction case] has been filed against you and the other person(s) listed on the last page of this notice (Proof of Service).

**To respond, you must file the proper written documents with the court immediately or you may lose the case and be evicted.**

For help with your response and legal advice please go to:

**Eviction Defense Collaborative  
1338 Mission St., 4th Floor (between 9th and 10th Streets)  
(415) 947-0797 information only**

For your protection, only people involved in the case may look at the court files for the first 60 days after the complaint is filed, but you do not have to look at the court files to respond to the case. The only people who may look at the court file within the first 60 days are:

Anyone named in the case, an attorney for one of the people named in the case or any other person who gives the names of at least one plaintiff and one defendant in the case, AND the address, including apartment, unit, or space number, of the property involved in the case,

OR

Any other person who gives the clerk the name of one of the people named in the case or the case number and can prove with valid proof that he or she lives at the property involved.

Otherwise, access to the court index, register of actions, or other records is not allowed until 60 days after the complaint is filed, unless the Court issues an ex parte order after a showing of good cause why access to these records should be allowed.

A copy of this notice addressed to "All Occupants" is being mailed separately to the premises provided in the complaint.

## CERTIFICATE OF SERVICE BY MAIL

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on DEC-12-2019 I served the attached Notice to Defendants by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : DEC-12-2019

By: DAVID YUEN

All Unnamed Occupants  
884 14TH STREET  
SAN FRANCISCO, CA 94114

DANIEL FELDMAN  
884 14TH STREET  
SAN FRANCISCO, CA 94114

DANIEL M. BORNSTEIN (169159)  
BORNSTEIN LAW  
507 POLK STREET, SUITE 310  
SAN FRANCISCO, CA 94102-3396  
USA

**SUMMONS**  
**(CITACIÓN JUDICIAL)**

SUM-130

**UNLAWFUL DETAINER-EVICTION**  
**(RETENCIÓN ILÍCITA DE UN INMUEBLE-DESALOJO)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**  
Daniel Feldman and Does 1-10 Inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
Linda Steinhoff Holmes

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website ([www.lawhelpca.org](http://www.lawhelpca.org)), the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), or by contacting your local court or county bar association.

**FEE WAIVER:** If you cannot pay the filing fee, ask the clerk for a fee waiver form. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*¡AVISO! Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante.*

*Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados local.*

**EXENCIÓN DE CUOTAS:** Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier cantidad de \$10,000 ó más recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

1. The name and address of the court is:  
(El nombre y dirección de la corte es):  
San Francisco County Superior Court  
400 McAllister Street  
San Francisco, CA 94102

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Daniel Bornstein (SBN 169159)  
507 Polk Street, Suite 310  
San Francisco, CA 94102-3396  
Bornstein Law  
(415) 409-7611

CASE NUMBER (número del caso):  
**CUD-19-688401**



PLAINTIFF (Name): Linda Steinhoff Holmes	CASE NUMBER:
DEFENDANT (Name): Daniel Feldman	CUD-19-666401

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

4. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):

- Assistant's name:
- Telephone no.:
- Street address, city, and zip:
- County of registration:
- Registration no.:
- Registration expires on (date):

Date: **DEC 12 2019**  
(Fecha)

CLERK OF THE COURT Clerk, by **DAVID W. YUEN**, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (form POS-010)).



5. NOTICE TO THE PERSON SERVED: You are served

- ☒ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ as an occupant.
- ☐ on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation).	<input type="checkbox"/> CCP 416.60 (minor).
<input type="checkbox"/> CCP 416.20 (defunct corporation).	<input type="checkbox"/> CCP 416.70 (conservatee).
<input type="checkbox"/> CCP 416.40 (association or partnership).	<input type="checkbox"/> CCP 416.90 (authorized person).
<input type="checkbox"/> CCP 415.46 (occupant).	<input type="checkbox"/> other (specify):
- ☐ by personal delivery on (date):



alleges causes of action against DEFENDANT (name each) :  
Daniel Feldman

2. a. Plaintiff is (1) ☒ an individual over the age of 18 years. (4) ☐ a partnership.  
(2) ☐ a public agency. (5) ☐ a corporation.  
(3) ☐ other (specify) :

884 14th Street  
San Francisco CA 94114  
San Francisco

6. a. On or about (date) : 3/15/13 defendant (name each) :  
Daniel Feldman

- (1) ☒ plaintiff.
- (2) ☐ plaintiff's agent.
- (3) ☐ plaintiff's predecessor in interest.
- (4) ☐ other (specify) :

Form Approved for Optional Use  
Judicial Council of California  
UD-100 [Rev. July 1, 2005]

Civil Code, § 1940 et seq.  
Code of Civil Procedure §§ 425.12, 1166  
[www.courtinfo.ca.gov](http://www.courtinfo.ca.gov)

Holmes, Linda Steinhoff

PLAINTIFF (Name) : Linda Steinhoff Holmes	CASE NUMBER:
DEFENDANT (Name) : Daniel Feldman	

6. c. ☒ The defendants not named in item 6a are
- (1) ☐ subtenants.
  - (2) ☐ assignees.
  - (3) ☐ other (specify) : unknown
- d. ☐ The agreement was later changed as follows (specify) :
- e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. ☐ (For residential property) A copy of the written agreement is not attached because (specify reason) :
- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
  - (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7. ☒ a. Defendant (name each) : Daniel Feldman
- was served the following notice on the same date and in the same manner:
- (1) ☐ 3-day notice to pay rent or quit
  - (2) ☐ 30-day notice to quit
  - (3) ☐ 60-day notice to quit
  - (4) ☐ 3-day notice to perform covenants or quit
  - (5) ☒ 3-day notice to quit
  - (6) ☐ Other (specify) :
- b. (1) On (date) : 12/6/19 the period stated in the notice expired at the end of the day.
- (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. ☐ The notice included an election of forfeiture.
- e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)
8. a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:
- (1) ☐ by personally handing a copy to defendant on (date) :
  - (2) ☐ by leaving a copy with (name or description) :  
 a person of suitable age and discretion, on (date) : at defendant's  
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on  
 (date) : because defendant cannot be found at defendant's residence or usual  
 place of business.
  - (3) ☒ by posting a copy on the premises on (date) : 12/3/19 ☐ AND giving a copy to a  
 person found residing at the premises AND mailing a copy to defendant at the premises on  
 (date) : 12/3/19  
 (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR  
 (b) ☒ because no person of suitable age or discretion can be found there.
  - (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered  
 mail addressed to defendant on (date) :
  - (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written  
 commercial lease between the parties.
- b. ☐ (Name) :  
 was served on behalf of all defendants who signed a joint written rental agreement.
- c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.
- d. ☐ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.



PLAINTIFF (Name) : Linda Steinhoff      nes	C/ JMBER:
DEFENDANT (Name) : Daniel Feldman	

9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$
11. ☒ The fair rental value of the premises is \$ 93.33 per day.
12. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. ☐ A written agreement between the parties provides for attorney fees.
14. ☒ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage) : **City & County of San Francisco: Residential Rent Stabilization & Arbitration Ordinance, Chapter 37 of the San Francisco Administrative Code (File #188-79; Ord. #276-79); Adopted: 6/13/79, and as amended.**

Plaintiff has met all applicable requirements of the ordinances.

15. ☐ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

**17. PLAINTIFF REQUESTS**

- |  |  |
|--|--|
| <p>a. possession of the premises.</p> <p>b. costs incurred in this proceeding:</p> <p>c. <input type="checkbox"/> past-due rent of \$</p> <p>d. <input type="checkbox"/> reasonable attorney fees.</p> <p>e. <input type="checkbox"/> forfeiture of the agreement.</p> | <p>f. <input checked="" type="checkbox"/> damages at the rate stated in item 11 from (date) : <u>1/1/20</u> for each day that defendants remain in possession through entry of judgment.</p> <p>g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12.</p> <p>h. <input checked="" type="checkbox"/> other (specify) : <b>such other and further relief as the court deems just and proper.</b></p> |
|--|--|

18. ☒ Number of pages attached (specify) : 10

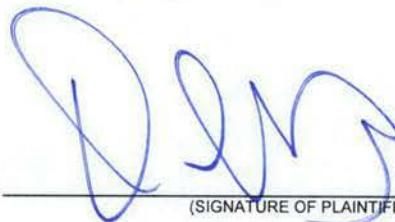
**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)**

19. (Complete in all cases.) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received **any** help or advice for pay from an unlawful detainer assistant, state:)

- |   |  |
|---|--|
| <p>a. Assistant's name:</p> <p>b. Street address, city, and zip code:</p> | <p>c. Telephone No.:</p> <p>d. County of registration:</p> <p>e. Registration No.:</p> <p>f. Expires on (date) :</p> |
|---|--|

Date: 12/11/19

Daniel Bornstein (SBN 169159)  
(TYPE OR PRINT NAME)

  
 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)



## Month-to-Month Residential Rental Agreement

### Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between Daniel J. Feldman, Ph.D ("Tenant") and Linda S. Holmes ("Landlord"). Tenant is liable for the payment of rent and performance of all other terms of this Agreement.

### Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 884 - 14<sup>th</sup> Street

San Francisco, CA 94114 ("the premises"), together with the following furnishings and appliances:

Refrigerator and Gas Stove (Both brand new at the beginning of occupancy).

Rental of the premises does *not* include:

use of the garage, the Tradesmans Entrance and/or any where on the back patio/garden as a storage area.

### Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and his minor children. Occupancy by guests for up to seven (7) consecutive days in any six-month period is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

### Clause 4. Term of the Tenancy

The rental will begin on March 15, 2013, and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 30 days' written notice. Tenant may terminate the tenancy by giving the Landlord 30 days' written notice.

### Clause 5. Payment of Rent

#### *Regular monthly rent*

Tenant will pay to Landlord a monthly rent of \$2,800.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to Linda S. Holmes by placing the rent in the slot on the back door of the ground floor or at such other place as Landlord designates.



11/14  
P.C.  
as of April 201.  
[Handwritten signatures and initials]

Exhibit 2

**Delivery of payment.**

Rent will be paid:

In person, by placing the rent in the slot on the back door of the ground floor.

**Form of payment.**

Landlord will accept payment in these forms:

By personal check made payable to Linda S. Holmes or cash.

**Prorated first month's rent.**

For the period from Tenant's move-in date, March 15, 2013 through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$1,400.00. This amount will be paid on or before the date the Tenant moves in.

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge of \$50.00, plus \$25.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$275.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$25.00.

**Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of \$4,200.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 21 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

**Clause 9. Utilities**

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

Water and Garbage.

*Tenant is  
mailing rent  
and has been since  
moving in.  
See attachment.*

*\$1,400.00*

*Paid  
3/15/2013  
Ch #299  
JH*

*\$4,200.00*

*Paid  
3/15/2013  
Ch #298  
JH*

**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, , and paint, and has found them to be in good, safe, and clean condition and repair, ~~except as noted in the Landlord-Tenant~~ *JK*  
~~Checklist.~~ *DE*

**Clause 12. Repairs and Alterations by Tenant**

- a. Except as provided by law, as authorized below, or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the wall or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, except properly trained service animals needed by blind, deaf, or disabled persons and \_\_\_\_\_ under the following conditions: Tenant must keep building, flat, and yard free of feces and feces smell, litter boxes used by cats must be maintained and free of odor. Cats and dogs be spayed or neutered, licensed,





up to date on vaccinations, and well-trained and nonthreatening.

Tenant's pet(s) will be well-behaved and under Tenant's control at all times and will not pose a threat or apparent threat to the safety of other tenants, their guests, or other people on or near the rental premises. If, in the opinion of Landlord, tenant's pet(s) pose such a threat, Landlord will serve tenant with the appropriate notice to terminate the tenancy.

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24 hours notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

*a. Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

*b. Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 18. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party *shall not* recover reasonable attorney fees and court costs.

**Clause 19. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

**Clause 20. Authority to Receive Legal Papers**

The Landlord, will accept service of process and receive other notices and demands, which may be delivered to the following address: 999 Lohrman Lane, Petaluma, CA 94952

**Clause 21. Additional Provisions**

Additional provisions are as follows:

- A. It is the Tenant(s) responsibility to place the three (3) Garbage & Recycling Bins for tenant's flat at the curb on the appropriate day for pick up and return them to the designated area in The Tradesmans Entrance when empty.
- B. In order to keep the building clean tenant's must take their garbage to the garbage cans. Garbage is put into the cans not left on top or beside them. Never leave garbage on the stairs or patio.
- C. Tenants may garden in the yard while being respectful to those plants and trees already surviving there, and being aware not to over water and use an excessive amount of water. Landlord will notify tenants if the water bill increases and tenants will decrease the amount of water used or if necessary stop watering.
- D. Tenants will not put signs or flags of any kind in the windows or on the building at anytime.

THURSDAY  
EVENING  
FOR Garbage  
Pick-up



**Clause 22. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 23. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

**Clause 24. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

3/15/2013 Linda S. Holmes \_\_\_\_\_  
Date Landlord Title  
884-886-14th Street  
Street Address  
San Francisco, CA, 94114 707-799-6902  
City, State, & Zip Phone

15 March 2013 Daniel S. Bell \_\_\_\_\_  
Date Tenant Phone  
917.232.2440



### 3-DAY NOTICE TO QUIT

TO: **Daniel Feldman**, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following premises:

**884 14<sup>th</sup> Street**

City and County of San Francisco, State of California,  
including all garage(s), storage and common areas.

PLEASE TAKE NOTICE that you are hereby required to quit and deliver up to the undersigned the possession of the above-described premises now held and occupied by you. You have committed or permitted to exist a nuisance in the rental unit and in and about the common areas of the complex containing the rental unit, or are creating an unreasonable interference with the comfort, safety or enjoyment of other residents of the same building and the surrounding community. Your nuisance behavior is severe, continuing and/or recurring in nature. The nuisance, which is landlord's dominant motive for recovering possession of the premises, exists as follows:

**May, 2013 - Present:** At all hours of the day and night, you scream, bang the floor, yell obscenities, play music at extremely loud volume, causing your neighbors to be fearful and disturbed. On two separate occasions, you have vandalized the building by causing the window of your front door to break. Your misconduct has resulted in the landlord and a building resident to seek SF Police intervention to stop your behavior. You have repeatedly threatened to kill the owner with a machete and to kill the other building resident by using a gun. You have attempted to physically attack the owner and only stopped when others restrained you.

NOTICE IS HEREBY GIVEN THAT you are required within three (3) days from the date of service on you of this notice to remove from and deliver up possession of the above-described premises to the landlord's duly authorized agent: Daniel Bornstein, Esq., Bornstein Law, 507 Polk Street, Suite 310, San Francisco, CA 94102, Phone: (415) 409-7611, who is authorized to receive possession of said premises, or the undersigned will institute legal proceedings against you to (1) recover possession of the above-described premises; and (2) recover rents and such damages, court costs and attorneys' fees, according to the terms of your lease or rental agreement and/or as permitted by law.

POSSESSION of the premises is sought pursuant to California Code of Civil Procedure § 1161(4): maintaining, committing, or permitting the maintenance or commission of a nuisance upon the premises. POSSESSION of the premises is sought pursuant to San Francisco Administrative Code § 37.9(a)(3): The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or other tenants in the building, the activities are severe, continuing or recurring in nature and the nature of such nuisance, damage or interference is specifically stated by the landlord in the writing as required by Section 37.9(c).

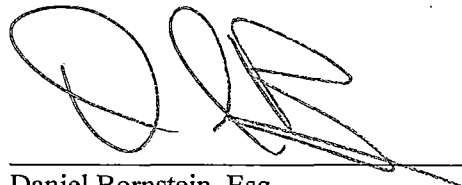
If the tenancy terminates pursuant to this notice, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the owner/agent to request an initial inspection.

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033.

12-3-19

Holmes

cc: SF Rent Board



Daniel Bornstein, Esq.

Bornstein Law

Attorneys and Duly Authorized Agent for Landlord

Exhibit 2



## San Francisco Residential Rent Stabilization and Arbitration Board

### **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### **NOTICE TO TENANT (English)**

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at [www.sfrb.org](http://www.sfrb.org).

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at [www.sfmohcd.org](http://www.sfmohcd.org) for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **NOTIFICACIÓN AL INQUILINO (Spanish)**

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en [www.sfrb.org](http://www.sfrb.org).

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en [www.sfmohcd.org](http://www.sfmohcd.org) para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)**

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web [www.sfrb.org](http://www.sfrb.org).

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ [www.sfmohcd.org](http://www.sfmohcd.org) để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco (San Francisco Housing Resource Guide)* tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



## San Francisco Residential Rent Stabilization and Arbitration Board

### **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### **租客通知 (Chinese)**

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：[www.sfrb.org](http://www.sfrb.org)。

您可能也有資格申請可負擔房屋計劃和公寓。請上網 [www.sfmohcd.org](http://www.sfmohcd.org) 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能也有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

#### **УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)**

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте [www.sfrb.org](http://www.sfrb.org).

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («МОHCD»), [www.sfmohcd.org](http://www.sfmohcd.org), где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **ABISO SA NANGUNGUPAHAN (Filipino)**

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa [www.sfrb.org](http://www.sfrb.org).

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa [www.sfmohcd.org](http://www.sfmohcd.org) para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.



# VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing - *unlawful detainer Summons and Complaint*

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS

☒ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner

☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on *12/11/19*

at *San Francisco*

, California.

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

*Linda Steinhoff Holmes*

TYPE OR PRINT NAME

*Linda Steinhoff Holmes*

SIGNATURE

## PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of

, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

On

, I served the foregoing document described as

on in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☐ BY MAIL

☐ \*I deposited such envelope in the mail at

, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at

California in the ordinary course of business. I am aware that on motion of the

party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on

at

, California.

☐ **\*\*(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on

at

, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

TYPE OR PRINT NAME

SIGNATURE

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*\* (FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar r, and address): <b>Daniel Bornstein (SBN 169159)</b> <b>Bornstein Law</b> <b>507 Polk Street, Suite 310</b> <b>San Francisco, CA 94102-3396</b> TELEPHONE NO.: (415) 409-7611 FAX NO.: (415) 463-2349 ATTORNEY FOR (Name): <b>Linda Steinhoff Holmes</b>		FOR COURT USE ONLY  <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">F I L E D</div> Superior Court of California County of San Francisco  <div style="font-size: 1.2em;">DEC 12 2019</div> <div style="font-weight: bold;">CLERK OF THE COURT</div> BY:  Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Francisco</b> STREET ADDRESS: <b>400 McAllister Street</b> MAILING ADDRESS: <b>400 McAllister Street</b> CITY AND ZIP CODE: <b>San Francisco, CA 94102</b> BRANCH NAME: <b>Civic Center Courthouse</b>		CASE NAME: <b>Holmes v. Feldman</b>	
<b>CIVIL CASE COVER SHEET</b> <input type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">CUD-19-666401</div> JUDGE: DEPT.:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:
- |  |   |   |
|--|---|---|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input checked="" type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **One (1)**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 12/11/19

Daniel Bornstein (SBN 169159)  
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

#### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Daniel Bornstein (SBN 169159)  
Kathryn Quetel (SBN 167100)  
Bornstein Law  
507 Polk Street, Ste. 310  
San Francisco, CA 94102  
Telephone: (415) 409-7611

Attorneys for: Plaintiff

**FILED**  
Superior Court of California  
County of San Francisco

**DEC 20 2019**

**CLERK OF THE COURT**

BY: *Vanessa M. [Signature]*  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN FRANCISCO  
LIMITED CIVIL JURISDICTION

Linda Steinhoff Holmes,  
  
Plaintiff,  
  
vs.  
  
Daniel Feldman, et al.,  
  
Defendants

Case No. CUD-19-666401

EX PARTE APPLICATION FOR ORDER  
AUTHORIZING SERVICE OF SUMMONS  
AND COMPLAINT PURSUANT TO CCP  
§415.45

I, the undersigned, declare the following:

1. I am an attorney of record for the above-captioned plaintiff.
2. Plaintiff filed his Complaint for Unlawful Detainer against the above-named defendant(s) for the premises located in the City and County of San Francisco, State of California at **884 14<sup>th</sup> Street, San Francisco, CA 94114** as alleged in the subject complaint.
3. Luis Arturo Mendez Caro, San Francisco Process Server Registration No. 1016, has been unable to serve defendant Daniel Feldman with a copy of the Summons and Complaint despite numerous attempts as set forth on the Declaration of Due Diligence attached hereto, reflecting at least **three service attempts during three different times of day at least three hours apart**, at the subject address.
4. The only known address for the defendant is the subject residential premises, **884 14<sup>th</sup> Street, San Francisco, CA 94114**. Any alternate and/or business address for defendant, if any, is/are unknown.

5. WHEREFORE, plaintiff prays for an Order of the Court authorizing service of said Summons and Complaint, pursuant to Code of Civil Procedure §415.45, by posting same on the premises in a manner most likely to give actual notice to the party to be served, and thereafter mailing, via certified mail, a copy of said Summons and Complaint addressed to defendant(s) at their last known address(es).

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed on December 20, 2019, in the City and County of San Francisco.

Bornstein Law

Kathryn Quetel  
Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS) BORNSTEIN LAW 507 POLK STREET #310 SAN FRANCISCO, CA 94102		TELEPHONE NO. (415) 409-7611	FOR COURT USE ONLY	
ATTORNEY FOR (NAME)		REFERENCE NUMBER 00277848-01		
Insert name of court, judicial district or branch court, if any, and post office and street address SAN FRANCISCO SUPERIOR COURT,  SAN FRANCISCO, CA 94102				
SHORT NAME OF CASE HOLMES vs. FELDMAN				
NON SERVICE REPORT		DATE:	TIME:	DEPT/DIV: CASE NUMBER: CUD-19-666401

I am and was on the dates herein mentioned over the age of eighteen years and not a party to this action;

I received the following documents:

SUMMONS; COMPLAINT (UNLAWFUL DETAINER); PREJUDGMENT CLAIM OF RIGHT TO POSSESSION;

After due search, careful inquiry and diligent attempts at the following address(es), I have been unable to effect service of said process on:

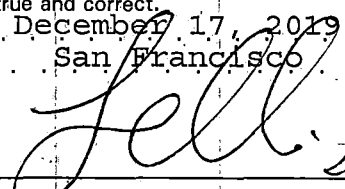
Name: DANIEL FELDMAN

Home: 884 - 14TH STREET  
SAN FRANCISCO, CA 94114

Business: UNKNOWN

Process is being returned without service for the following reason(s):

12/12/19 07:32 pm	TRIED RESIDENCE ADDRESS. NO ANSWER AT DOOR.
12/13/19 09:03 am	TRIED RESIDENCE ADDRESS. NO ANSWER AT DOOR.
12/14/19 03:21 pm	TRIED RESIDENCE ADDRESS. NO ANSWER AT DOOR. NO ACTIVITY.
12/16/19 09:10 pm	TRIED RESIDENCE ADDRESS. NO ANSWER AT DOOR.
12/17/19	WE HAVE BEEN UNABLE TO EFFECT SERVICE OF THE SUBJECT AT THE GIVEN ADDRESS. NEVER AN ANSWER AT THE DOOR. MAY BE AWAY OR EVADING SERVICE. WILL NEED AN ORDER TO POST.

JUDICIAL COUNCIL FORM, RULE #982 (A)(23)		I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
<input checked="" type="checkbox"/> Registered:	SAN FRANCISCO County,	on:	December 17, 2019
Number:	2017-0001334	at:	San Francisco, California.
Expiration Date:	09/27/2019		
PREFERRED LEGAL SERVICES, INC. 601 Van Ness Ave, Suite J San Francisco, CA 94102 (415) 882-2250		Signature:  Name: LUIS ARTURO MENDEZ CARO Title: (i) registered California process server	



ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS) BORNSTEIN LAW 507 POLK STREET #310 SAN FRANCISCO, CA 94102		TELEPHONE NO. (415) 409-7611	FOR COURT USE ONLY	
ATTORNEY FOR (NAME)		REFERENCE NUMBER 00277848-01		
Insert name of court, judicial district or branch court, if any, and post office and street address SAN FRANCISCO SUPERIOR COURT, SAN FRANCISCO, CA 94102				
SHORT NAME OF CASE HOLMES vs. FELDMAN				
NON SERVICE REPORT	DATE:	TIME:	DEPT/DIV:	CASE NUMBER: CUD-19-666401

I am and was on the dates herein mentioned over the age of eighteen years and not a party to this action;

I received the following documents:

SUMMONS; COMPLAINT (UNLAWFUL DETAINER); PREJUDGMENT CLAIM OF RIGHT TO POSSESSION;

After due search, careful inquiry and diligent attempts at the following address(es), I have been unable to effect service of said process on:

Name: ALL UNNAMED OCCUPANTS IN CARE OF DANIEL FELDMAN

Home: 884 - 14TH STREET  
SAN FRANCISCO, CA 94114

Business: UNKNOWN

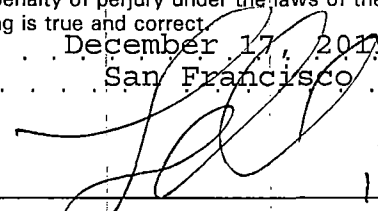
Process is being returned without service for the following reason(s):

12/12/19	07:32 pm	TRIED RESIDENCE ADDRESS. NO ANSWER AT DOOR.
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12/14/19	03:21 pm	TRIED RESIDENCE ADDRESS. NO ANSWER AT DOOR. NO ACTIVITY.
12/16/19	09:10 pm	TRIED RESIDENCE ADDRESS. NO ANSWER AT DOOR.
12/17/19		WE HAVE BEEN UNABLE TO EFFECT SERVICE OF THE SUBJECT AT THE GIVEN ADDRESS. NEVER AN ANSWER AT THE DOOR. MAY BE AWAY OR EVADING SERVICE. WILL NEED AN ORDER TO POST.

JUDICIAL COUNCIL FORM, RULE #982 (A)(23)

☒ Registered: SAN FRANCISCO County,  
Number: 2017-0001334  
Expiration Date: 09/27/2019  
PREFERRED LEGAL SERVICES, INC.  
601 Van Ness Ave, Suite J  
San Francisco, CA 94102  
(415) 882-2250

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
on: December 17, 2019  
at: San Francisco, California.

Signature:   
Name: LUIS ARTURO MENDEZ CARO  
Title: (i)registered California process server



1 Kathryn Quetel (SBN 167100)  
2 Bornstein Law  
3 507 Polk Street, Ste. 310  
4 San Francisco, CA 94102  
5 Telephone: (415) 409-7611  
6 Attorneys for: Plaintiff

**FILED**  
San Francisco County Superior Court

JAN 13 2020

CLERK OF THE COURT

BY: Nancy Brown  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO - LIMITED CIVIL JURISDICTION

7 Linda Steinhoff Holmes,

8 Plaintiff,

9 vs.

10 Daniel Feldman, et al.,

11 Defendants

Case No. CUD-19-666401

ORDER RE: EX PARTE APPLICATION FOR  
ORDER AUTHORIZING SERVICE OF  
SUMMONS AND COMPLAINT PURSUANT  
TO CCP §415.45

**ORDER**

14 Application having been made by plaintiff with proof having been made to the satisfaction of the  
15 Court, and good cause appearing therefore,

16 IT IS ORDERED, ADJUDGED AND DECREED that, because the party to be served, Daniel  
17 Feldman, as well as any other occupant who may be in possession, cannot with reasonable diligence be  
18 served in any manner other than publication, and a cause of action exists against the party upon whom  
19 service is to made, and the party to be served has or claims an interest in real property in this state that is  
20 subject to the jurisdiction of the court, service of the summons and complaint, on Daniel Feldman and all  
21 unnamed occupants, only, be made pursuant to CCP 415.45, by posting the summons and complaint on  
22 the subject premises, **884 14<sup>th</sup> Street, San Francisco, CA 94114**, in a manner most likely to give actual  
23 notice to the party to be served, and thereafter mailing forthwith, by certified mail, a copy of the summons  
24 and complaint addressed to defendant Daniel Feldman at the subject premises: **884 14<sup>th</sup> Street, San**  
25 **Francisco, CA 94114**, and thereafter mailing forthwith, by certified mail, a copy of the summons and  
26 complaint addressed to All Unnamed Occupants at the subject premises: **884 14<sup>th</sup> Street, San Francisco,**  
27 **CA 94114**. Service of summons in this manner is deemed complete on the 10<sup>th</sup> day after posting and  
28 mailing.

29 Dated: JAN 13 2020, 2019

*Charles E. Harris*

Judge of the Above-Entitled Court

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kathryn Quetal (SBN167100) 507 Polk St. San Francisco, CA 94102  TELEPHONE NO.: (415)409-7611 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FOR COURT USE ONLY  <b>FILED</b> Superior Court of California County of San Francisco <b>JAN 21 2020</b> CLERK OF THE COURT BY: <u>Vernon R. [Signature]</u> Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: MAILING ADDRESS: 400 McAllister St CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:		CASE NUMBER: CUD <u>19-66401</u>
PLAINTIFF/PETITIONER: <u>HOLMES</u> DEFENDANT/RESPONDENT: <u>FELDMAN</u>		Ref. No. or File No.:
<b>PROOF OF SERVICE OF SUMMONS</b>		

(Separate proof of service is required for each party served.)

- At the time of service I was at least 18 years of age and not a party to this action.
- I served copies of:
  - ☒ summons
  - ☒ complaint
  - ☐ Alternative Dispute Resolution (ADR) package
  - ☐ Civil Case Cover Sheet (served in complex cases only)
  - ☐ cross-complaint
  - ☒ other (specify documents): Prejudgment Claim of Right to Possession; Order to Post
- Party served (specify name of party as shown on documents served):  
DANIEL FELDMAN
  - ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
- Address where the party was served:  
884-14th St., SAN FRANCISCO, CA 94114
- I served the party (check proper box)
  - ☐ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): \_\_\_\_\_ (2) at (time): \_\_\_\_\_
  - ☐ by substituted service. On (date): \_\_\_\_\_ at (time): \_\_\_\_\_ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3): \_\_\_\_\_
  - ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
  - ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
  - ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
  - ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): \_\_\_\_\_ from (city): \_\_\_\_\_ or ☐ a declaration of mailing is attached.
  - ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	CUD

5. c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed *Notice and Acknowledgment of Receipt*.) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

d. ☒ by other means (specify means of service and authorizing code section):

On 1/14/20 at 1:40 a.m./p.m. by posting per CCP415.45 & per order. On 1/16/20 by mailing to DAVID FELDMAN via USPS certified mail per CCP415.45 & per order

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☒ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☐ On behalf of (specify):

under the following Code of Civil Procedure section:

- |   |   |
|---|---|
| <input type="checkbox"/> 416.10 (corporation)                     | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation)             | <input type="checkbox"/> 416.60 (minor)                               |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                 |
| <input type="checkbox"/> 416.40 (association or partnership)      | <input type="checkbox"/> 416.90 (authorized person)                   |
| <input type="checkbox"/> 416.50 (public entity)                   | <input type="checkbox"/> 415.46 (occupant)                            |
|   | <input type="checkbox"/> other:                                       |

7. Person who served papers

- a. Name: Wendy Rosener
- b. Address: 601 Van Ness Ave., San Francisco, CA 94102
- c. Telephone number: (415)882-2250
- d. The fee for service was: \$
- e. I am:

- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ a registered California process server:
- (i) ☐ owner ☒ employee ☐ independent contractor.
- (ii) Registration No.: 1016
- (iii) County: San Francisco

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

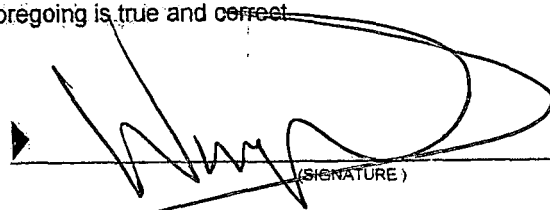
or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 1/16/20

Wendy Rosener

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

7019 1120 0000 8144 4714

U.S.® Postal Service™  
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Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

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\$ **3.50**

Extra Services & Fees (check box, add fee as appropriate)

- |  |    |
|--|----|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage

\$  
**Total Postage and Fees**

\$

Sent To

**DANIEL FELDMAN**

Street and Apt. No., or PO Box No.

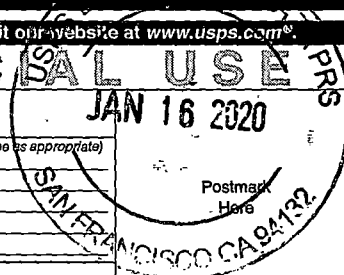
**800A - 14th STREET**

City, State, ZIP+4®

**SAN FRANCISCO, CA 94114**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Kathryn Quetal (SBN167100)</b> <b>507 Polk St.</b> <b>San Francisco, CA 94102</b>  TELEPHONE NO.: (415)409-7611      FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> Superior Court of California County of San Francisco <div style="font-size: 1.2em; font-weight: bold;">JAN 21 2020</div> CLERK OF THE COURT BY: <u>[Signature]</u> Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Francisco</b> STREET ADDRESS: MAILING ADDRESS: <b>400 McAllister St</b> CITY AND ZIP CODE: <b>San Francisco, CA 94102</b> BRANCH NAME:	CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold;">CUD 19-666401</div>
PLAINTIFF/PETITIONER: <b>HOLMES</b> DEFENDANT/RESPONDENT: <b>FELDMAN</b>	Ref. No. or File No.:
<b>PROOF OF SERVICE OF SUMMONS</b>	

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
  2. I served copies of:
    - a. ☒ summons
    - b. ☒ complaint
    - c. ☐ Alternative Dispute Resolution (ADR) package
    - d. ☐ Civil Case Cover Sheet (served in complex cases only)
    - e. ☐ cross-complaint
    - f. ☒ other (specify documents): **Prejudgment Claim of Right to Possession; Order to Post**
  3. a. Party served (specify name of party as shown on documents served):  

ALL UNNAMED OCCUPANTS

 b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
  4. Address where the party was served:  

884-14th St., San Francisco, CA 94114
  5. I served the party (check proper box)
    - a. ☐ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): \_\_\_\_\_ (2) at (time): \_\_\_\_\_
    - b. ☐ **by substituted service.** On (date): \_\_\_\_\_ at (time): \_\_\_\_\_ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3): \_\_\_\_\_
- (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
  - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
  - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
  - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): \_\_\_\_\_ from (city): \_\_\_\_\_ or ☐ a declaration of mailing is attached.
  - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	CUD -

5. c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the Notice and Acknowledgment of Receipt and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgment of Receipt.) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

- d. ☒ by other means (specify means of service and authorizing code section):

On 1/14/20 at 1:40 a.m./p.m. by posting per CCP415.45 & per order. On 1/16/20 by mailing to ALL UNKNOWN OCCUPANTS via USPS certified mail per CCP415.45 & per order

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☒ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☒ as occupant.
- d. ☒ On behalf of (specify): ALL UNKNOWN OCCUPANTS  
under the following Code of Civil Procedure section:

- |   |   |
|---|---|
| <input type="checkbox"/> 416.10 (corporation)                     | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation)             | <input type="checkbox"/> 416.60 (minor)                               |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                 |
| <input type="checkbox"/> 416.40 (association or partnership)      | <input type="checkbox"/> 416.90 (authorized person)                   |
| <input type="checkbox"/> 416.50 (public entity)                   | <input checked="" type="checkbox"/> 415.46 (occupant)                 |
|   | <input type="checkbox"/> other:                                       |

7. Person who served papers

- a. Name: Wendy Rosener
- b. Address: 601 Van Ness Ave., San Francisco, CA 94102
- c. Telephone number: (415)882-2250
- d. The fee for service was: \$
- e. I am:

- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ a registered California process server:
- (i) ☐ owner ☒ employee ☐ independent contractor.
- (ii) Registration No.: 1016
- (iii) County: San Francisco

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 1/16/20

Wendy Rosener

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)



7019 1120 0000 4419 4066

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

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☐ Return Receipt (hardcopy)  
☐ Return Receipt (electronic)  
☐ Certified Mail Restricted Delivery  
☐ Adult Signature Required  
☐ Adult Signature Restricted Delivery \$

Postage  
 \$

Total Postage and Fees  
 \$

Sent To  
 ALL UNNAMED OCCUPANTS  
 Street and Apt. No., or PO Box No.  
 88A - 14th STREET  
 City, State, ZIP+4®  
 SAN FRANCISCO CA 94114

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

JAN 16 2020  
 SAN FRANCISCO CA 94112

1 Oliver Pfof (SBN 317896)  
2 Jeffrey Dulgar (SBN 297721)  
3 Kaitlyn Willison (SBN 311875)  
4 AIDS Legal Referral Panel  
5 1663 Mission Street, Suite 500  
6 San Francisco, CA 94103  
Telephone: (415) 701-1200  
Facsimile: (415) 701-1400  
E-Mail: oliverp@alrp.org

7 Attorney for Defendant,  
8 DANIEL FELDMAN

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 CITY AND COUNTY OF SAN FRANCISCO  
11 LIMITED CIVIL JURISDICTION

12 LINDA STEINHOFF HOLMES

13  
14 Plaintiff,

15 v.

16 DANIEL FELDMAN and DOES 1 through 10,  
17 Inclusive.

18 Defendants.

CASE NO.: CUD-19-666401

DEFENDANT DANIEL FELDMAN'S  
NOTICE OF DEMURRER AND  
DEMURRER TO COMPLAINT FOR  
UNLAWFUL DETAINER [C.C.P. §1170;  
C.C.P. §430.10 (e) and (f)]

DATE: March 4, 2020

TIME: 9:30 a.m.

DEPT: 501

19  
20 TO PLAINTIFF AND PLAINTIFF'S ATTORNEY OF RECORD:

21 YOU ARE HEREBY NOTIFIED that the hearing on Defendant DANIEL FELDMAN'S  
22 Demurrer to Plaintiff's Complaint for Unlawful Detainer will be held at 9:30 a.m. on March 4, 2020, or  
23 as soon thereafter as the matter may be heard, in Department 501 of the San Francisco Superior Court,  
24 located at 400 McAllister Street, San Francisco, CA 94102.

25 Defendant hereby submit this demurrer pursuant to California Code of Civil Procedure §1170.  
26 Furthermore, Defendants submit this demurrer pursuant to California Code of Civil Procedure §  
27  
28

**FILED**  
San Francisco County Superior Court

JAN 30 2020

CLERK OF THE COURT

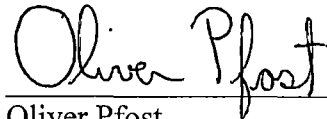
By:   
Deputy Clerk

1 430.10(e) on the ground that Plaintiff's Complaint does not state facts sufficient to state a cause of  
2 action. Defendants further demur pursuant to California Code of Civil Procedure § 430.10(f) on the  
3 ground that the Complaint is vague, ambiguous, and uncertain.  
4

5 Defendant's Demurrer is based on this notice; the attached memorandum of points and  
6 authorities; all papers and records on file herein; and such evidence, both oral and documentary, as may  
7 be presented at the hearing of this Demurrer.  
8  
9

10 DATED: January 30, 2020

AIDS LEGAL REFERRAL PANEL

11   
12

13 Oliver Pfof  
14 Attorney for Defendant  
15 DANIEL FELDMAN  
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27  
28

1 Oliver Pfof (SBN 317896)  
2 Jeffrey Dulgar (SBN 297721)  
3 Kaitlyn Willison (SBN 311875)  
4 AIDS Legal Referral Panel  
5 1663 Mission Street, Suite 500  
6 San Francisco, CA 94103  
7 Telephone: (415) 701-1200  
8 Facsimile: (415) 701-1400  
9 Email: oliverp@alrp.org

10 Attorney for Defendant,  
11 DANIEL FELDMAN

**FILED**  
San Francisco County Superior Court  
JAN 30 2020  
CLERK OF THE COURT  
BY: [Signature]  
Deputy Clerk

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 CITY AND COUNTY OF SAN FRANCISCO  
14 LIMITED CIVIL JURISDICTION

15 LINDA STEINHOFF HOLMES,

16 Plaintiff,

17 v.

18 DANIEL FELDMAN and DOES 1 through 10,  
19 Inclusive.

20 Defendants.

CASE NO.: CUD-19-666401

**DEFENDANT DANIEL FELDMAN'S  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
DEMURRER TO COMPLAINT FOR  
UNLAWFUL DETAINER [C.C.P. §1170;  
C.C.P. §430.10 (e) and (f)]**

DATE: March 4, 2020  
TIME: 9:30 a.m.  
DEPT: 501

21 Defendant DANIEL FELDMAN demurs to Plaintiff's Complaint for Unlawful Detainer  
22 pursuant to California Code of Civil Procedure § 1170, as well as California Code of Civil  
23 Procedure § 430.10 (e) and (f). Defendants submit the following Memorandum of Points and  
24 Authorities in support of their Demurrer.

25 Defendant demurs on two, independent grounds.

1 First, Plaintiff failed to attach a complete written lease or rental agreement to the  
2 Complaint as required pursuant to California Code of Civil Procedure §1166(d)(1)(B).  
3 Defendant demurs to Plaintiff's Complaint because without attaching a complete written lease  
4 or rental agreement, Plaintiff's Complaint does not state facts sufficient to constitute a cause of  
5 action.  
6

7 Second, Plaintiff failed to describe in writing with adequate specificity Defendant's  
8 alleged nuisances as required by San Francisco Administrative Code § 37(a)(3). Defendant  
9 demurs to Plaintiff's Complaint because by failing to provide Defendant with a writing  
10 adequately specific, Plaintiff's Complaint is facially uncertain.  
11

### 12 **I. STATEMENT OF FACTS**

14 The instant action is for unlawful detainer. The subject premises ("Premises") are  
15 residential and located at 884 14<sup>th</sup> Street, San Francisco, California 94114. (Complaint ¶3,  
16 attached hereto as Exhibit 1). Defendant Daniel Feldman ("Defendant") and Plaintiff Linda  
17 Steinhoff Holmes ("Plaintiff") entered into a month-to-month residential rental agreement for  
18 the Premises on or about March 15, 2013. (Complaint ¶6, Exhibit 1). Defendant's tenancy is  
19 subject to the San Francisco Administrative Code § 37, the San Francisco Residential Rent  
20 Stabilization & Arbitration Ordinance. (Complaint ¶14, Exhibit 1).  
21

22 Plaintiff served Defendant with a 3-Day Notice to Quit ("Notice") on December 3, 2019  
23 and filed the instant action for unlawful detainer on December 12, 2019. (Complaint ¶8, Exhibit  
24 1). Plaintiff seeks possession pursuant to California Code of Civil Procedure § 1161(4) and San  
25 Francisco Administrative Code § 37.9(a)(3) on the basis that Defendant has allegedly caused a  
26 nuisance at the Premises. (3-Day Notice to Quit, attached hereto as Exhibit 2).  
27



1 Attached to the Complaint as Exhibit 1 is a "Month-to-Month Residential Rental  
2 Agreement" ("Rental Agreement") signed by Plaintiff and Defendant. (Complaint, Exhibit 1;  
3 Rental Agreement attached hereto as Exhibit 3). On page 2 of the Rental Agreement is  
4 handwritten: "Tenant is mailing rent and his [*unintelligible script*] moving in. See attachment."  
5 (Rental Agreement, Page 2, Exhibit 3). Plaintiff failed to attach the attachment ("Rental  
6 Agreement Attachment") referred to in the Rental Agreement to the Complaint.  
7

8 The Notice is attached to and incorporated into the Complaint. The preamble states the  
9 dates of the alleged nuisances are "May, 2013 – Present." The allegations in the Notice to Quit  
10 are as follows, with numbers added for clarity of discussion:  
11

12 1. "At all hours of the day and night, you scream, bang the floor, yell obscenities, play  
13 music at extremely loud volume, causing your neighbors to be fearful and disturbed."

14 2. "On two separate occasions, you have vandalized the building by causing the window  
15 of your front door to break."

16 3. "Your misconduct has resulted in the landlord and a building resident to seek SF Police  
17 intervention to stop your behavior."  
18

19 4. "You have repeatedly threatened to kill the owner with a machete and to kill the other  
20 building resident by using a gun."

21 5. "You have attempted to physically attack the owner and only stopped when others  
22 restrained you." (3-Day Notice to Quit, Exhibit 2).  
23

24 \\  
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## II. ARGUMENT

### A. PLAINTIFF'S COMPLAINT FAILS TO STATE FACTS SUFFICIENT TO CONSTITUTE A CAUSE OF ACTION BECAUSE PLAINTIFF FAILED TO ATTACH A COMPLETE RENTAL AGREEMENT TO THE COMPLAINT.

On or before the day fixed for his appearance, the defendant may appear and answer or demur. CCP § 1170. The party against whom a complaint has been filed may object by demurrer if a complaint does not state facts sufficient to constitute a cause of action. CCP § 430.10(e). In an unlawful detainer action regarding residential property, the plaintiff must attach to the complaint a copy of any written lease or rental agreement regarding the premises as well as any addenda or attachments to the lease or written agreement that form the basis of the complaint. CCP § 1166(d)(1)(B). Given the summary nature of unlawful detainer actions, governing statutes are strictly construed. *Kwok v. Bergren* (1982) 130 Cal.App.3d 596, 599; *Briggs v. Electronic Memories and Magnetics Corp.* (1975) 53 Cal.App.3d 900, 905.

Plaintiff's Complaint fails to state facts sufficient to constitute a cause of action because Plaintiff failed to attach a complete copy of the written lease or rental agreement. Pursuant to CCP § 1166(d)(1)(B), not only must Plaintiff attach a written lease or rental agreement where one exists, but the Plaintiff must also attach any addenda or attachments to the lease or written agreement forming the basis of the complaint. Here, Plaintiff attached to the Complaint a rental agreement for the Premises with a handwritten subscription on page 2 stating: "Tenant is mailing rent and his [unintelligible script] moving in. See attachment." However, Plaintiff failed to attach the attachment referred to in the Rental Agreement to the Complaint and this defect is apparent on the fact of the Complaint.

1 Given the statutes governing unlawful detainers are strictly construed, given that Plaintiff  
2 failed to include a complete copy of the Rental Agreement, and given that this defect appears on  
3 the fact of the Complaint, Plaintiff has failed to state facts sufficient to constitute a cause of  
4 action and Defendant's demurrer should be sustained.  
5

6 **B. PLAINTIFF'S COMPLAINT IS UNCERTAIN BECAUSE PLAINTIFF'S**  
7 **ALLEGATIONS ARE NOT DESCRIBED WITH ADEQUATE SPECIFICITY IN**  
8 **WRITING.**

9 The party against whom a complaint has been filed may object by demurrer if a complaint  
10 is uncertain, ambiguous, or unintelligible. CCP § 430.10(f). It is a cardinal rule of pleading that  
11 every statement of fact must be direct and certain and not by way of inference. *Butler v. Wyman*  
12 (1933) 128 Cal.App. 736, 740. In pleading, material facts must be alleged directly and essential  
13 facts upon which a determination of the controversy depends are to be stated with clearness and  
14 precision so that nothing is left to surmise. *Ankeny v. Lockheed Missiles and Space Co.* (1979) 88  
15 Cal.App.3d 531, 537. Thus, allegations of material facts which are ambiguous or left to surmise  
16 are subject to demurrer for uncertainty. CCP § 430.10(f); *Bernstein v. Filler* (1950) Cal.App.2d  
17 441, 443-444. As a matter of law, conclusory allegations, without facts to support them, are  
18 ambiguous and uncertain. *Akeny, supra*, 88 Cal.App.3d 531, 537.  
19  
20

21 The San Francisco Administrative Code permits a landlord to terminate a tenancy for  
22 nuisance but only if "[a] tenant is committing or permitting to exist a nuisance in, or causing  
23 substantial damage to, the rental unit, or is creating a substantial interference with the comfort,  
24 safety, or enjoyment of the landlord or tenants in the building, the activities are severe, continuing,  
25 or recurring in nature, and the nature of such nuisance, damage, or interference is specifically  
26  
27  
28

1 stated by the landlord in the writing.” San Francisco Administrative Code § 37(a)(3) (hereinafter  
2 “Rent Ordinance”).

3 Plaintiff’s Complaint is uncertain, seeking to terminate Defendant’s tenancy on singular,  
4 undated incidents occurring within a period of 7 years. Not a single allegation of Plaintiff’s is  
5 described with a particular date and time, leaving Defendant to surmise when in the last 7 years  
6 nuisance allegedly occurred. Surely a crucial aspect of the requirement allegations be specifically  
7 stated in writing is due to the fact that, unless severe, nuisances must be “continuing or recurring”  
8 under the Rent Ordinance. It is unclear, on the face of the Complaint, whether any of the alleged  
9 nuisances are continuing or recurring.  
10

11 Here, Nuisance Allegations Nos. 1 through 5 lack any reference to the date(s) on which  
12 they allegedly occurred besides having occurred between May 2013 to the Present. Nuisance  
13 Allegation No. 1 fails to identify which neighbors Defendant’s conduct allegedly disturbs,  
14 Nuisance Allegation No. 3 fails to identify the building residents who allegedly called the San  
15 Francisco Police Department, and Nuisance Allegation No. 4 fails to identify the building resident  
16 Defendant allegedly threatened. Surely an incident as described in Nuisance Allegation No. 5, that  
17 Defendant had to be restrained from attacking the Plaintiff, would be memorable enough so as to  
18 allow Plaintiff to identify the specific date this alleged incident occurred and not simply that it  
19 occurred between 2013 and the present.  
20

21 Plaintiff’s uncertain and exaggeratingly inexact allegations in the Complaint do not meet  
22 the Rent Ordinance’s requirement that nuisances be specifically described in writing. Since  
23 Plaintiff failed to provide Defendant with a writing with an adequately specific description of the  
24 alleged nuisances, Plaintiff’s Complaint is facially uncertain. On this basis Defendant’s demurrer  
25 should be sustained.  
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**III. CONCLUSION**

Plaintiff's Complaint for Unlawful Detainer, and more specifically It's Three Day Notice to Pay Rent or Quit, contain fatal defects that violate the California Code of Civil Procedure. Said defects cannot be cured by amending the instant Complaint –Plaintiff must serve a new code-compliant notice. As such, Defendants respectfully request that Their demurrer be sustained without leave to amend the instant Complaint for Unlawful Detainer.

DATED: January 30, 2020

AIDS LEGAL REFERRAL PANEL

By: Oliver Pfof  
Oliver Pfof  
Attorney for Defendant  
DANIEL FELDMAN



# EXHIBIT 1

# EXHIBIT 1



PLAINTIFF (Name) : Linda Steinhoff Holmes  DEFENDANT (Name) : Daniel Feldman	CASE NUMBER:
--	--------------

6. c. ☒ The defendants not named in item 6a are
- (1) ☐ subtenants.
  - (2) ☐ assignees.
  - (3) ☐ other (specify) : unknown
- d. ☐ The agreement was later changed as follows (specify) :
- e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. ☐ (For residential property) A copy of the written agreement is not attached because (specify reason) :
- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
  - (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7. ☒ a. Defendant (name each) : Daniel Feldman
- was served the following notice on the same date and in the same manner:
- (1) ☐ 3-day notice to pay rent or quit
  - (2) ☐ 30-day notice to quit
  - (3) ☐ 60-day notice to quit
  - (4) ☐ 3-day notice to perform covenants or quit
  - (5) ☒ 3-day notice to quit
  - (6) ☐ Other (specify) :
- b. (1) On (date) : 12/6/19 the period stated in the notice expired at the end of the day.
- (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. ☐ The notice included an election of forfeiture.
- e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)
8. a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:
- (1) ☐ by personally handing a copy to defendant on (date) :
  - (2) ☐ by leaving a copy with (name or description) :  
 a person of suitable age and discretion, on (date) : at defendant's  
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on  
 (date) : because defendant cannot be found at defendant's residence or usual  
 place of business.
  - (3) ☒ by posting a copy on the premises on (date) : 12/3/19 ☐ AND giving a copy to a  
 person found residing at the premises AND mailing a copy to defendant at the premises on  
 (date) : 12/3/19  
 (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR  
 (b) ☒ because no person of suitable age or discretion can be found there.
  - (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered  
 mail addressed to defendant on (date) :
  - (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written  
 commercial lease between the parties.
- b. ☐ (Name) :  
 was served on behalf of all defendants who signed a joint written rental agreement.
- c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.
- d. ☐ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): Linda Steinhoff	nes	C. JMBER:
DEFENDANT (Name): Daniel Feldman		

9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$
11. ☒ The fair rental value of the premises is \$ 93.33 per day.
12. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. ☐ A written agreement between the parties provides for attorney fees.
14. ☒ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): City & County of San Francisco: Residential Rent Stabilization & Arbitration Ordinance, Chapter 37 of the San Francisco Administrative Code (File #188-79; Ord. #276-79); Adopted: 6/13/79, and as amended.

Plaintiff has met all applicable requirements of the ordinances.

15. ☐ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

**17. PLAINTIFF REQUESTS**

- |  |   |
|--|---|
| a. possession of the premises.                           | f. <input checked="" type="checkbox"/> damages at the rate stated in item 11 from             |
| b. costs incurred in this proceeding:                    | (date): 1/1/20 for each day that  |
| c. <input type="checkbox"/> past-due rent of \$          | defendants remain in possession through entry of judgment.                                    |
| d. <input type="checkbox"/> reasonable attorney fees.    | g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12. |
| e. <input type="checkbox"/> forfeiture of the agreement. | h. <input checked="" type="checkbox"/> other (specify): such other and further relief as the  |
|  | court deems just and proper.  |

18. ☒ Number of pages attached (specify): 10

**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)**

19. (Complete in all cases.) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state:)

- |  |                            |
|--|----------------------------|
| a. Assistant's name:                   | c. Telephone No.:          |
| b. Street address, city, and zip code: | d. County of registration: |
|  | e. Registration No.:       |
|  | f. Expires on (date):      |

Date: 12/11/19

Daniel Bornstein (SBN 169159)  
(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)



Delivery of payment.

Rent will be paid:

In person, by placing the rent in the slot on the back door of the ground floor.

*Tenant is  
paying rent  
and has been since  
moving in.  
See attachment.*

Form of payment.

Landlord will accept payment in these forms:

By personal check made payable to Linda S. Holmes or cash.

Prorated first month's rent.

For the period from Tenant's move-in date, March 15, 2013 through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$1,400.00. This amount will be paid on or before the date the Tenant moves in.

*\$1,400.00*

*Paid  
3/15/2013  
Chk #299  
JH*

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge of \$50.00, plus \$25.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$275.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$25.00.

Clause 8. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of \$4,200.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 21 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

*\$4,200.00*

*Paid  
3/15/2013  
Chk #298  
JH*

Clause 9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

Water and Garbage.



**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, , and paint, and has found them to be in good, safe, and clean condition and repair, ~~except as noted in the Landlord-Tenant~~ *JK*  
~~Checklist.~~ *DE*

**Clause 12. Repairs and Alterations by Tenant**

- a. Except as provided by law, as authorized below, or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the wall or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, except properly trained service animals needed by blind, deaf, or disabled persons and \_\_\_\_\_ under the following conditions: Tenant must keep building, flat, and yard free of feces and feces smell, litter boxes used by cats must be maintained and free of odor. Cats and dogs be spayed or neutered, licensed,



up to date on vaccinations, and well-trained and nonthreatening.

Tenant's pet(s) will be well-behaved and under Tenant's control at all times and will not pose a threat or apparent threat to the safety of other tenants, their guests, or other people on or near the rental premises. If, in the opinion of Landlord, tenant's pet(s) pose such a threat, Landlord will serve tenant with the appropriate notice to terminate the tenancy.

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24 hours notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

***a. Tenant's failure to take possession.***

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

***b. Landlord's failure to deliver possession.***

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 18. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party *shall not* recover reasonable attorney fees and court costs.

**Clause 19. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

**Clause 20. Authority to Receive Legal Papers**

The Landlord, will accept service of process and receive other notices and demands, which may be delivered to the following address: 999 Lohrman Lane, Petaluma, CA 94952

**Clause 21. Additional Provisions**

Additional provisions are as follows:

- A. It is the Tenant(s) responsibility to place the three (3) Garbage & Recycling Bins for tenant's flat at the curb on the appropriate day for pick up and return them to the designated area in The Tradesmans Entrance when empty.
- B. In order to keep the building clean tenant's must take their garbage to the garbage cans. Garbage is put into the cans not left on top or beside them. Never leave garbage on the stairs or patio.
- C. Tenants may garden in the yard while being respectful to those plants and trees already surviving there, and being aware not to over water and use an excessive amount of water. Landlord will notify tenants if the water bill increases and tenants will decrease the amount of water used or if necessary stop watering.
- D. Tenants will not put signs or flags of any kind in the windows or on the building at anytime.

THURSDAY  
REMOVED  
FOR PICKUP  
PICKUP



**Clause 22. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 23. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

**Clause 24. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

3/15/2013 Linda J. Holmes  
Date Landlord

Title

884-886-14th Street  
Street Address

San Francisco, CA 94114  
City, State, & Zip

707-799-6902  
Phone

5/16/2013 Daniel R. Riel  
Date Tenant

917.232.2440  
Phone

### 3-DAY NOTICE TO QUIT

TO: Daniel Feldman, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following premises:

884 14<sup>th</sup> Street

City and County of San Francisco, State of California,  
including all garage(s), storage and common areas.

PLEASE TAKE NOTICE that you are hereby required to quit and deliver up to the undersigned the possession of the above-described premises now held and occupied by you. You have committed or permitted to exist a nuisance in the rental unit and in and about the common areas of the complex containing the rental unit, or are creating an unreasonable interference with the comfort, safety or enjoyment of other residents of the same building and the surrounding community. Your nuisance behavior is severe, continuing and/or recurring in nature. The nuisance, which is landlord's dominant motive for recovering possession of the premises, exists as follows:

May, 2013 - Present: At all hours of the day and night, you scream, bang the floor, yell obscenities, play music at extremely loud volume, causing your neighbors to be fearful and disturbed. On two separate occasions, you have vandalized the building by causing the window of your front door to break. Your misconduct has resulted in the landlord and a building resident to seek SF Police intervention to stop your behavior. You have repeatedly threatened to kill the owner with a machete and to kill the other building resident by using a gun. You have attempted to physically attack the owner and only stopped when others restrained you.

NOTICE IS HEREBY GIVEN THAT you are required within three (3) days from the date of service on you of this notice to remove from and deliver up possession of the above-described premises to the landlord's duly authorized agent: Daniel Bornstein, Esq., Bornstein Law, 507 Polk Street, Suite 310, San Francisco, CA 94102, Phone: (415) 409-7611, who is authorized to receive possession of said premises, or the undersigned will institute legal proceedings against you to (1) recover possession of the above-described premises; and (2) recover rents and such damages, court costs and attorneys' fees, according to the terms of your lease or rental agreement and/or as permitted by law.

POSSESSION of the premises is sought pursuant to California Code of Civil Procedure § 1161(4): maintaining, committing, or permitting the maintenance or commission of a nuisance upon the premises. POSSESSION of the premises is sought pursuant to San Francisco Administrative Code § 37.9(a)(3): The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or other tenants in the building, the activities are severe, continuing or recurring in nature and the nature of such nuisance, damage or interference is specifically stated by the landlord in the writing as required by Section 37.9(c).

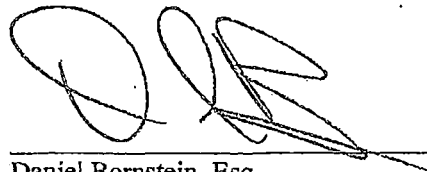
If the tenancy terminates pursuant to this notice, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the owner/agent to request an initial inspection.

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033.

12-3-19

Holmes

cc: SF Rent Board



Daniel Bornstein, Esq.

Bornstein Law

Attorneys and Duly Authorized Agent for Landlord

Exhibit C



## San Francisco Residential Rent Stabilization and Arbitration Board

### **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### **NOTICE TO TENANT** (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at [www.sfrb.org](http://www.sfrb.org).

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at [www.sfmohcd.org](http://www.sfmohcd.org) for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **NOTIFICACIÓN AL INQUILINO** (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en [www.sfrb.org](http://www.sfrb.org).

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en [www.sfmohcd.org](http://www.sfmohcd.org) para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **THÔNG BÁO CHO NGƯỜI THUÊ NHÀ** (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web [www.sfrb.org](http://www.sfrb.org).

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ [www.sfmohcd.org](http://www.sfmohcd.org) để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco* (*San Francisco Housing Resource Guide*) tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.





## San Francisco Residential Rent Stabilization and Arbitration Board

### **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### **租客通知 (Chinese)**

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：[www.sfrb.org](http://www.sfrb.org)。

您可能也有資格申請可負擔房屋計劃和公寓。請上網 [www.sfmohcd.org](http://www.sfmohcd.org) 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能也有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

#### **УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)**

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте [www.sfrb.org](http://www.sfrb.org).

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («MOHCD»), [www.sfmohcd.org](http://www.sfmohcd.org), где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **ABISO SA NANGUNGUPAHAN (Filipino)**

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa [www.sfrb.org](http://www.sfrb.org).

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa [www.sfmohcd.org](http://www.sfmohcd.org) para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.

# VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing - *unlawful Detainer Summons and Complaint*.

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS

☒ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner  
☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on *12/11/99*

at *San Francisco*

, California.

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

*Linda Steinhoff Holmes*

TYPE OR PRINT NAME

*Linda Steinhoff Holmes*

SIGNATURE

## PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of

, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

On

, I served the foregoing document described as

on in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list;

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☐ BY MAIL

☐ I deposited such envelope in the mail at

, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at

California in the ordinary course of business. I am aware that on motion of the

party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on

at

, California.

☐ \*(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressees.

Executed on

at

, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

TYPE OR PRINT NAME

SIGNATURE

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

# EXHIBIT 2

# EXHIBIT 2

### 3-DAY NOTICE TO QUIT

TO: Daniel Feldman, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following premises:

884 14<sup>th</sup> Street

City and County of San Francisco, State of California,  
including all garage(s), storage and common areas.

PLEASE TAKE NOTICE that you are hereby required to quit and deliver up to the undersigned the possession of the above-described premises now held and occupied by you. You have committed or permitted to exist a nuisance in the rental unit and in and about the common areas of the complex containing the rental unit, or are creating an unreasonable interference with the comfort, safety or enjoyment of other residents of the same building and the surrounding community. Your nuisance behavior is severe, continuing and/or recurring in nature. The nuisance, which is landlord's dominant motive for recovering possession of the premises, exists as follows:

May, 2013 - Present: At all hours of the day and night, you scream, bang the floor, yell obscenities, play music at extremely loud volume, causing your neighbors to be fearful and disturbed. On two separate occasions, you have vandalized the building by causing the window of your front door to break. Your misconduct has resulted in the landlord and a building resident to seek SF Police intervention to stop your behavior. You have repeatedly threatened to kill the owner with a machete and to kill the other building resident by using a gun. You have attempted to physically attack the owner and only stopped when others restrained you.

NOTICE IS HEREBY GIVEN THAT you are required within three (3) days from the date of service on you of this notice to remove from and deliver up possession of the above-described premises to the landlord's duly authorized agent: Daniel Bornstein, Esq., Bornstein Law, 507 Polk Street, Suite 310, San Francisco, CA 94102, Phone: (415) 409-7611, who is authorized to receive possession of said premises, or the undersigned will institute legal proceedings against you to (1) recover possession of the above-described premises; and (2) recover rents and such damages, court costs and attorneys' fees, according to the terms of your lease or rental agreement and/or as permitted by law.

POSSESSION of the premises is sought pursuant to California Code of Civil Procedure § 1161(4): maintaining, committing, or permitting the maintenance or commission of a nuisance upon the premises. POSSESSION of the premises is sought pursuant to San Francisco Administrative Code § 37.9(a)(3): The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or other tenants in the building, the activities are severe, continuing or recurring in nature and the nature of such nuisance, damage or interference is specifically stated by the landlord in the writing as required by Section 37.9(c).

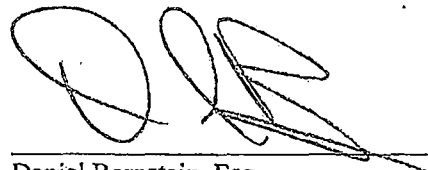
If the tenancy terminates pursuant to this notice, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the owner/agent to request an initial inspection.

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033.

12-3-19

Holmes

cc: SF Rent Board



Daniel Bornstein, Esq.  
Bornstein Law

Attorneys and Duly Authorized Agent for Landlord

Exhibit 2

# EXHIBIT 3

# EXHIBIT 3

## Month-to-Month Residential Rental Agreement

### Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between Daniel J. Feldman, Ph.D ("Tenant") and Linda S. Holmes ("Landlord"). Tenant is liable for the payment of rent and performance of all other terms of this Agreement.

### Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 884 - 14<sup>th</sup> Street,

San Francisco, CA 94114 ("the premises"), together with the following furnishings and appliances:

Refrigerator and Gas Stove (Both brand new at the beginning of occupancy).

Rental of the premises does *not* include:

use of the garage, the Tradesmans Entrance and/or any where on the back patio/garden as a storage area

### Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and his minor children. Occupancy by guests for up to seven (7) consecutive days in any six-month period is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

### Clause 4. Term of the Tenancy

The rental will begin on March 15, 2013, and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 30 days' written notice. Tenant may terminate the tenancy by giving the Landlord 30 days' written notice.

### Clause 5. Payment of Rent

#### *Regular monthly rent*

Tenant will pay to Landlord a monthly rent of \$2,800.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to Linda S. Holmes by placing the rent in the slot on the back door of the ground floor or at such other place as Landlord designates.



11/14/13  
OF  
as of April 1, 2014  
Past due  
\$1,400.00

Exhibit 1



**Delivery of payment.**

Rent will be paid:

In person, by placing the rent in the slot on the back door of the ground floor.

*Tenant is  
pre-paying rent  
and has been since  
moving in.  
See attachment.*

**Form of payment.**

Landlord will accept payment in these forms:

By personal check made payable to Linda S. Holmes or cash.

**Prorated first month's rent.**

For the period from Tenant's move-in date, March 15, 2013 through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$1,400.00. This amount will be paid on or before the date the Tenant moves in.

*\$1,400.00*

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge of \$50.00, plus \$25.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$275.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

*Paid  
3/15/2013  
Cc #299  
JH*

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$25.00.

**Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of \$4,200.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 21 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

*\$4,200.00*

*Paid  
3/15/2013  
Cc #298  
JH*

**Clause 9. Utilities**

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

Water and Garbage.

**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, , and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

**Clause 12. Repairs and Alterations by Tenant**

- a. Except as provided by law, as authorized below, or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the wall or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, except properly trained service animals needed by blind, deaf, or disabled persons and \_\_\_\_\_ under the following conditions: Tenant must keep building, flat, and yard free of feces and feces smell, litter boxes used by cats must be maintained and free of odor. Cats and dogs be spayed or neutered, licensed,



up to date on vaccinations, and well-trained and nonthreatening.

Tenant's pet(s) will be well-behaved and under Tenant's control at all times and will not pose a threat or apparent threat to the safety of other tenants, their guests, or other people on or near the rental premises. If, in the opinion of Landlord, tenant's pet(s) pose such a threat, Landlord will serve tenant with the appropriate notice to terminate the tenancy.

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24 hours notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

***a. Tenant's failure to take possession.***

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

***b. Landlord's failure to deliver possession.***

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 18. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party *shall not* recover reasonable attorney fees and court costs.

**Clause 19. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

**Clause 20. Authority to Receive Legal Papers**

The Landlord, will accept service of process and receive other notices and demands, which may be delivered to the following address: 999 Lohman Lane, Petaluma, CA 94952

**Clause 21. Additional Provisions**

Additional provisions are as follows:

- A. It is the Tenant(s) responsibility to place the three (3) Garbage & Recycling Bins for tenant's flat at the curb on the appropriate day for pick up and return them to the designated area in The Tradesmans Entrance when empty.
- B. In order to keep the building clean tenant's must take their garbage to the garbage cans. Garbage is put into the cans not left on top or beside them. Never leave garbage on the stairs or patio.
- C. Tenants may garden in the yard while being respectful to those plants and trees already surviving there, and being aware not to over water and use an excessive amount of water. Landlord will notify tenants if the water bill increases and tenants will decrease the amount of water used or if necessary stop watering.
- D. Tenants will not put signs or flags of any kind in the windows or on the building at anytime.

THURSDAY  
EVENING  
FOR PICK-UP  
BRIK-UP



**Clause 22. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 23. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

**Clause 24. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

3/15/2013 Linda J. Holmes  
Date Landlord

Title


884-886-14th Street  
Street Address

San Francisco, CA 94114  
City, State, & Zip

707-799-6902  
Phone

5/16/2013 Daniel J. Riel  
Date Tenant

917.232.2440  
Phone

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Oliver Pfost (SBN: 317896) FIRM NAME: AIDS Legal Referral Panel STREET ADDRESS: 1663 Mission Street, Suite 500 CITY: San Francisco TELEPHONE NO.: (415) 701-1200 x325 E-MAIL ADDRESS: oliverp@alrp.org ATTORNEY FOR (name): Daniel Feldman		STATE BAR NUMBER:  STATE: CA ZIP CODE: 94103 FAX NO.: (415) 701-1400	FOR COURT USE ONLY  <b>FILED</b> San Francisco County Superior Court  JAN 30 2020  CLERK OF THE COURT BY:  Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY: San Francisco BRANCH NAME: Limited Civil Jurisdiction		ZIP CODE: 94102	
PETITIONER/PLAINTIFF: Linda Steinhoff Holmes RESPONDENT/DEFENDANT: Daniel Feldman			
<b>PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL</b>		CASE NUMBER: CUD-19-666401	

**(Do not use this Proof of Service to show service of a Summons and Complaint.)**

- I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
- My residence or business address is:  
AIDS Legal Referral Panel, 1663 Mission Street, Suite 500, San Francisco, CA 94103
- On (date): 1/30/2020 I mailed from (city and state): San Francisco, California the following **documents** (specify):  
Daniel Feldman's Notice of Demurrer and Demurrer to Complaint for Unlawful Detainer; Daniel Feldman's Memorandum of Points and Authorities in Support of Demurrer; Exhibits 1 through 3;  
  
☐ The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).
- I served the documents by enclosing them in an envelope and (check one):
  - ☐ **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
  - ☒ **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
- The envelope was addressed and mailed as follows:
  - Name** of person served: Daniel Bornstein
  - Address** of person served:  
Bornstein Law, 507 Polk Street, Suite 310, San Francisco, CA 94102

☐ The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

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

Date: 1/30/2020

Oliver Pfost

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)



(SIGNATURE OF PERSON COMPLETING THIS FORM)





PLAINTIFF (Name) : Linda Steinhoff Holmes  DEFENDANT (Name) : Daniel Feldman	CASE NUMBER: <b>CUD-19-666401</b>
--	--------------------------------------

6. c. ☒ The defendants not named in item 6a are
- (1) ☐ subtenants.
  - (2) ☐ assignees.
  - (3) ☒ other (specify) : **unknown**
- d. ☐ The agreement was later changed as follows (specify) :
- e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. ☐ (For residential property) A copy of the written agreement is **not** attached because (specify reason) :
- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
  - (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7. ☒ a. Defendant (name each) : Daniel Feldman
- was served the following notice on the same date and in the same manner:
- (1) ☐ 3-day notice to pay rent or quit
  - (2) ☐ 30-day notice to quit
  - (3) ☐ 60-day notice to quit
  - (4) ☐ 3-day notice to perform covenants or quit
  - (5) ☒ 3-day notice to quit
  - (6) ☐ Other (specify) :
- b. (1) On (date) : **12/6/19** the period stated in the notice expired at the end of the day.
- (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. ☐ The notice included an election of forfeiture.
- e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)
8. a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:
- (1) ☐ by personally handing a copy to defendant on (date) :
  - (2) ☐ by leaving a copy with (name or description) : \_\_\_\_\_ at defendant's \_\_\_\_\_
  - a person of suitable age and discretion, on (date) : \_\_\_\_\_
  - ☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on (date) : \_\_\_\_\_ because defendant cannot be found at defendant's residence or usual place of business.
  - (3) ☒ by posting a copy on the premises on (date) : **12/3/19** ☐ AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (date) : **12/3/19**
  - (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR
  - (b) ☒ because no person of suitable age or discretion can be found there.
  - (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered mail addressed to defendant on (date) :
  - (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written commercial lease between the parties.
- b. ☐ (Name) : \_\_\_\_\_ was served on behalf of all defendants who signed a joint written rental agreement.
- c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.
- d. ☐ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): Linda Steinhoff DEFENDANT (Name): Daniel Feldman	CASE NUMBER: <b>CUD-19-666401</b>
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9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$
11. ☒ The fair rental value of the premises is \$ **93.33** per day.
12. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. ☐ A written agreement between the parties provides for attorney fees.
14. ☒ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): **City & County of San Francisco: Residential Rent Stabilization & Arbitration Ordinance, Chapter 37 of the San Francisco Administrative Code (File #188-79; Ord. #276-79); Adopted: 6/13/79, and as amended.**

Plaintiff has met all applicable requirements of the ordinances.

15. ☒ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

**17. PLAINTIFF REQUESTS**

- |  |  |
|--|--|
| <p>a. possession of the premises.</p> <p>b. costs incurred in this proceeding:</p> <p>c. <input type="checkbox"/> past-due rent of \$</p> <p>d. <input type="checkbox"/> reasonable attorney fees.</p> <p>e. <input type="checkbox"/> forfeiture of the agreement.</p> | <p>f. <input checked="" type="checkbox"/> damages at the rate stated in item 11 from (date): <b>1/1/20</b> for each day that defendants remain in possession through entry of judgment.</p> <p>g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12.</p> <p>h. <input checked="" type="checkbox"/> other (specify): <b>such other and further relief as the court deems just and proper.</b></p> |
|--|--|

18. ☒ Number of pages attached (specify): **12**

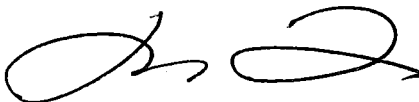
**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)**

19. (Complete in all cases.) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state:)

- |   |   |
|---|---|
| <p>a. Assistant's name:</p> <p>b. Street address, city, and zip code:</p> | <p>c. Telephone No.:</p> <p>d. County of registration:</p> <p>e. Registration No.:</p> <p>f. Expires on (date):</p> |
|---|---|

Date: 2/20/20

Kathryn Quetel (SBN 167100)  
(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

SHORT TITLE:  
Holmes v. Feldman

CASE NUMBER:  
CUD-19-666401

ATTACHMENT (Number) : -15-

*(This Attachment may be used with any Judicial Council form.)*

Plaintiff's handwritten note "see attachment" in Exhibit 1 (page 2, paragraph 1) refers to plaintiff's April 7, 2018, letter attached hereto. Said "attachment was not a part of the original month to month residential rental agreement.

*(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)*

Page 1 of 1  
*(Add pages as required)*

April 7, 2018

Daniel Feldman  
884 14<sup>th</sup> Street  
San Francisco, CA 94114

Daniel

RE: LATE RENT

As of the above date, your rent for April 2018 has not been paid. All rents are due and payable on the first day of each month. Please remit the rent for the unit you currently occupy at, 884-14<sup>th</sup> Street, in the amount of \$2,800.00, immediately.

Per usual your rent should be sent to 999 Lohrman Lane, Petaluma, CA, 94952

Sincerely

Linda Holmes  
Landlord

Comments or Questions:

Utrecht & Lenvin, LLP  
Attn: Elizabeth Hurwitz  
109 Stevenson Street  
San Francisco, CA 94105  
415 357- 0600

## Month-to-Month Residential Rental Agreement

### Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between Daniel J. Feldman, Ph. D ("Tenant") and Linda S. Holmes ("Landlord"). Tenant is liable for the payment of rent and performance of all other terms of this Agreement.

### Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 884 - 14<sup>th</sup> Street

San Francisco, CA 94114 ("the premises"), together with the following furnishings and appliances:

Refrigerator and Gas Stove (Both brand new at the beginning of occupancy).

Rental of the premises does *not* include:

use of the garage, the Tradesmans Entrance and/or any where on the back patio/garden as a storage area.

### Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and his minor children. Occupancy by guests for up to seven (7) consecutive days in any six-month period is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

### Clause 4. Term of the Tenancy

The rental will begin on March 15, 2013, and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 30 days' written notice. Tenant may terminate the tenancy by giving the Landlord 30 days' written notice.

### Clause 5. Payment of Rent

#### *Regular monthly rent*

Tenant will pay to Landlord a monthly rent of \$2,800.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to Linda S. Holmes by placing the rent in the slot on the back door of the ground floor or at such other place as Landlord designates.

**Delivery of payment.**

Rent will be paid:

In person, by placing the rent in the slot on the back door of the ground floor.

**Form of payment.**

Landlord will accept payment in these forms:

By personal check made payable to Linda S. Holmes or cash.

*Tenant is  
mailing rent  
and has been since  
moving in.  
See attachment.*

**Prorated first month's rent.**

For the period from Tenant's move-in date, March 15, 2013 through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$1,400.00. This amount will be paid on or before the date the Tenant moves in.

*\$1,400.00*

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge of \$50.00, plus \$25.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$275.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

*Rec'd  
3/15/2013  
Ch #299  
JH*

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$25.00.

**Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of \$4,200.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 21 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

*\$4,200.00  
Paid  
3/15/2013  
Ch #298  
JH*

**Clause 9. Utilities**

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

Water and Garbage.

**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, , and paint, and has found them to be in good, safe, and clean condition and repair, ~~except as noted in the Landlord-Tenant~~

~~Checklist.~~

**Clause 12. Repairs and Alterations by Tenant**

a. Except as provided by law, as authorized below, or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the wall or painting the rental unit.

b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, except properly trained service animals needed by blind, deaf, or disabled persons and \_\_\_\_\_ under the following conditions: Tenant must keep building, flat, and yard free of feces and feces smell, litter boxes used by cats must be maintained and free of odor. Cats and dogs be spayed or neutered, licensed,





up to date on vaccinations, and well-trained and nonthreatening.

Tenant's pet(s) will be well-behaved and under Tenant's control at all times and will not pose a threat or apparent threat to the safety of other tenants, their guests, or other people on or near the rental premises. If, in the opinion of Landlord, tenant's pet(s) pose such a threat, Landlord will serve tenant with the appropriate notice to terminate the tenancy.

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24 hours notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

*a. Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

*b. Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 18. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party *shall not* recover reasonable attorney fees and court costs.

**Clause 19. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

**Clause 20. Authority to Receive Legal Papers**

The Landlord, will accept service of process and receive other notices and demands, which may be delivered to the following address: 999 Lohrman Lane, Petaluma, CA 94952

**Clause 21. Additional Provisions**

Additional provisions are as follows:

- A. It is the Tenant(s) responsibility to place the three (3) Garbage & Recycling Bins for tenant's flat at the curb on the appropriate day for pick up and return them to the designated area in The Tradesmans Entrance when empty.
- B. In order to keep the building clean tenant's must take their garbage to the garbage cans. Garbage is put into the cans not left on top or beside them. Never leave garbage on the stairs or patio.
- C. Tenants may garden in the yard while being respectful to those plants and trees already surviving there, and being aware not to over water and use an excessive amount of water. Landlord will notify tenants if the water bill increases and tenants will decrease the amount of water used or if necessary stop watering.
- D. Tenants will not put signs or flags of any kind in the windows or on the building at anytime.

THURSDAY  
EVENING  
FOR Garbage  
Pick-up

**Clause 22. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 23. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

**Clause 24. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

3/15/2013 Linda S. Holmes \_\_\_\_\_  
Date Landlord Title  
884-886-Hob Street  
Street Address  
San Francisco, CA, 94114 707-799-6902  
City, State, & Zip Phone

15 March 2013 Daniel P. Lee 917.232.2440  
Date Tenant Phone

### 3-DAY NOTICE TO QUIT

TO: Daniel Feldman, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following premises:

884 14<sup>th</sup> Street

City and County of San Francisco, State of California,  
including all garage(s), storage and common areas.

PLEASE TAKE NOTICE that you are hereby required to quit and deliver up to the undersigned the possession of the above-described premises now held and occupied by you. You have committed or permitted to exist a nuisance in the rental unit and in and about the common areas of the complex containing the rental unit, or are creating an unreasonable interference with the comfort, safety or enjoyment of other residents of the same building and the surrounding community. Your nuisance behavior is severe, continuing and/or recurring in nature. The nuisance, which is landlord's dominant motive for recovering possession of the premises, exists as follows:

**May, 2013 - Present:** At all hours of the day and night, you scream, bang the floor, yell obscenities, play music at extremely loud volume, causing your neighbors to be fearful and disturbed. On two separate occasions, you have vandalized the building by causing the window of your front door to break. Your misconduct has resulted in the landlord and a building resident to seek SF Police intervention to stop your behavior. You have repeatedly threatened to kill the owner with a machete and to kill the other building resident by using a gun. You have attempted to physically attack the owner and only stopped when others restrained you.

NOTICE IS HEREBY GIVEN THAT you are required within three (3) days from the date of service on you of this notice to remove from and deliver up possession of the above-described premises to the landlord's duly authorized agent: Daniel Bornstein, Esq., Bornstein Law, 507 Polk Street, Suite 310, San Francisco, CA 94102, Phone: (415) 409-7611, who is authorized to receive possession of said premises, or the undersigned will institute legal proceedings against you to (1) recover possession of the above-described premises; and (2) recover rents and such damages, court costs and attorneys' fees, according to the terms of your lease or rental agreement and/or as permitted by law.

POSSESSION of the premises is sought pursuant to California Code of Civil Procedure § 1161(4): maintaining, committing, or permitting the maintenance or commission of a nuisance upon the premises. POSSESSION of the premises is sought pursuant to San Francisco Administrative Code § 37.9(a)(3): The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or other tenants in the building, the activities are severe, continuing or recurring in nature and the nature of such nuisance, damage or interference is specifically stated by the landlord in the writing as required by Section 37.9(c).

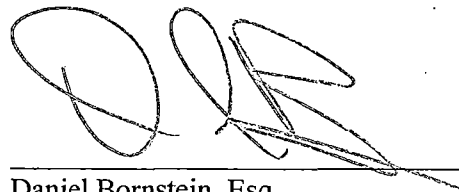
If the tenancy terminates pursuant to this notice, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the owner/agent to request an initial inspection.

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033.

12-3-19

Holmes

cc: SF Rent Board



Daniel Bornstein, Esq.

Bornstein Law

Attorneys and Duly Authorized Agent for Landlord

Exhibit C



## San Francisco Residential Rent Stabilization and Arbitration Board

### **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at [www.sfrb.org](http://www.sfrb.org).

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at [www.sfmohcd.org](http://www.sfmohcd.org) for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en [www.sfrb.org](http://www.sfrb.org).

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en [www.sfmohcd.org](http://www.sfmohcd.org) para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web [www.sfrb.org](http://www.sfrb.org).

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ [www.sfmohcd.org](http://www.sfmohcd.org) để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco (San Francisco Housing Resource Guide)* tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



## San Francisco Residential Rent Stabilization and Arbitration Board

# **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

### 租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：[www.sfrb.org](http://www.sfrb.org)。

您可能也有資格申請可負擔房屋計劃和公寓。請上網 [www.sfmohcd.org](http://www.sfmohcd.org) 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能也有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

### УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте [www.sfrb.org](http://www.sfrb.org).

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («MOHCD»), [www.sfmohcd.org](http://www.sfmohcd.org), где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

### ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa [www.sfrb.org](http://www.sfrb.org).

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa [www.sfmohcd.org](http://www.sfmohcd.org) para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.

**VERIFICATION**

STATE OF CALIFORNIA, COUNTY OF San Francisco

I have read the foregoing First amended Complaint - Unlawful Detainer

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner  
☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am one of the attorneys for Linda Steinhoff Holmes

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on 2/20/20, at San Francisco, California.

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

Kathryn Quetel (SBN 167100)

TYPE OR PRINT NAME

SIGNATURE

**PROOF OF SERVICE**

1013a (3) CCP Revised 2004

STATE OF CALIFORNIA, COUNTY OF San Francisco

I am employed in the county of

, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

On

, I served the foregoing document described as

on in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☐ BY MAIL

☐ \*I deposited such envelope in the mail at

, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at

California in the ordinary course of business. I am aware that on motion of the

party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on, at, California.

☐ \*\* (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on, at, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

TYPE OR PRINT NAME

SIGNATURE

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*\*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

**SUMMONS**  
**(CITACIÓN JUDICIAL)**  
**UNLAWFUL DETAINER-EVICTION**  
**(RETENCIÓN ILÍCITA DE UN INMUEBLE-DESALOJO)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**  
Daniel Feldman, Does 1 to 10, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
Linda Steinhoff Holmes

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website ([www.lawhelpca.org](http://www.lawhelpca.org)), the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), or by contacting your local court or county bar association.

**FEE WAIVER:** If you cannot pay the filing fee, ask the clerk for a fee waiver form. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante.

Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados local.

**EXENCIÓN DE CUOTAS:** Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier cantidad de \$10,000 ó más recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

1. The name and address of the court is:  
(El nombre y dirección de la corte es):

San Francisco County Superior Court  
400 McAllister Street  
San Francisco, CA 94102

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Daniel Bornstein (SBN 169159)  
507 Polk Street, Suite 310  
San Francisco, CA 94102-3396

Bornstein Law  
(415) 409-7611

CASE NUMBER (número del caso):

CUD-19-666401



PLAINTIFF (Name): Linda Steinhoff Holmes	CASE NUMBER: CUD-19-666401
DEFENDANT (Name): Daniel Feldman	

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

4. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):

- Assistant's name:
- Telephone no.:
- Street address, city, and zip:
- County of registration:
- Registration no.:
- Registration expires on (date):

Date: **FEB 20 2020**  
(Fecha)

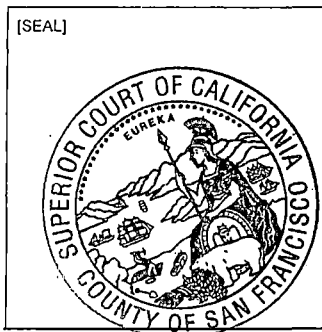
CLERK OF THE COURT

Clerk, by  
(Secretario)

**CAROLYN BALISTRERI**, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (form POS-010)).



5. NOTICE TO THE PERSON SERVED: You are served

- ☒ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ as an occupant.
- ☐ on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation).	<input type="checkbox"/> CCP 416.60 (minor).
<input type="checkbox"/> CCP 416.20 (defunct corporation).	<input type="checkbox"/> CCP 416.70 (conservatee).
<input type="checkbox"/> CCP 416.40 (association or partnership).	<input type="checkbox"/> CCP 416.90 (authorized person).
<input type="checkbox"/> CCP 415.46 (occupant).	<input type="checkbox"/> other (specify):
- ☐ by personal delivery on (date):

**SUMMONS**  
**(CITACIÓN JUDICIAL)**

on first amended complaint

**SUM-130**

**UNLAWFUL DETAINER-EVICTION**  
**(RETENCIÓN ILÍCITA DE UN INMUEBLE-DESALOJO)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

Daniel Feldman, Does 1 to 10, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
Linda Steinhoff Holmes

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff.

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*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados local.*

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(El nombre y dirección de la corte es):

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San Francisco, CA 94102

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Daniel Bornstein (SBN 169159)  
507 Polk Street, Suite 310  
San Francisco, CA 94102-3396

Bornstein Law  
(415) 409-7611

CASE NUMBER (número del caso):  
CUD-19-666401

PLAINTIFF (Name): Linda Steinhoff Holmes	CASE NUMBER: CUD-19-666401
DEFENDANT (Name): Daniel Feldman	

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

4. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):

- Assistant's name:
- Telephone no.:
- Street address, city, and zip:
- County of registration:
- Registration no.:
- Registration expires on (date):

Date:   
 (Fecha)

FEB 20 2020

CLERK OF THE COURT

Clerk, by   
 (Secretario)

CAROLYN BALISTRERI

, Deputy   
 (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (form POS-010)).

[SEAL]



5. NOTICE TO THE PERSON SERVED: You are served

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- ☐ as the person sued under the fictitious name of (specify):
- ☐ as an occupant.
- ☐ on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation).	<input type="checkbox"/> CCP 416.60 (minor).
<input type="checkbox"/> CCP 416.20 (defunct corporation).	<input type="checkbox"/> CCP 416.70 (conservatee).
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<input type="checkbox"/> CCP 415.46 (occupant).	<input type="checkbox"/> other (specify):
- ☐ by personal delivery on (date):

FILED  
San Francisco Superior Court

MAR 26 2020

CLERK OF THE COURT  
BY: [Signature] Deputy Clerk

Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
Bornstein Law  
507 Polk Street, Suite 310  
San Francisco, CA 94102-3339  
Telephone: (415) 409-7611

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

- LIMITED CIVIL JURISDICTION -

LINDA STEINOFF HOLMES,	)	Case Number: CUD19666401
	)	
Plaintiff,	)	ORDER RE: DEMURRER AND MOTION
	)	TO STRIKE PLAINTIFF'S 1 <sup>ST</sup> AMENDED
vs.	)	COMPLAINT.
	)	
DANIEL FELDMAN, et al.,	)	Date: March 26, 2020
	)	Time: 9:30 a.m.
Defendants.	)	Location: Department 501
	)	Judge: Hon. Charles F. Haines
	)	
	)	

The demurrer to complaint of defendants for the order hereinafter made came on for hearing this March 26, 2020, the Honorable Charles F. Haines, judge presiding. On proof being made to the satisfaction of the Court, and good cause appearing therefore:

///

///


///

1 IT IS HEREBY ORDERED that defendant's demurrer to plaintiff's 1<sup>st</sup> amended  
2 complaint is OVERRULED. Plaintiff's 1<sup>st</sup> Amended Complaint sufficiently states a cause of  
3 action for unlawful detainer and is not uncertain. Defendant's Motion to Strike is denied.  
4 Plaintiff sufficiently alleged conduct constituting a nuisance under SFRO § 37.9(a)(3).  
5 Defendant has five (5) days from notice of this order to file and serve defendant's answer.  
6

7  
8  
9 Dated:

3/26/2020

OK  
per  
OV



Judge of the above-entitled court

CHARLES F. HAINES

Oliver Pfof (SBN 317896)  
Kaitlyn Willison (SBN 311875)  
AIDS Legal Referral Panel  
1663 Mission Street, Suite 500  
San Francisco, CA 94103  
Telephone: (415) 701-1200  
Facsimile: (415) 701-1400  
Email: kaitlynw@alrp.org  
Attorney for Defendant,  
DANIEL FELDMAN

**FILED**  
San Francisco County Superior Court  
FEB 26 2020  
CLERK OF THE COURT  
BY: [Signature] Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO  
LIMITED CIVIL JURISDICTION

LINDA STEINHOFF HOLMES,

Plaintiff,

v.

DANIEL FELDMAN and DOES 1 through 10,  
Inclusive.

Defendants.

CASE NO.: CUD-19-666401

**DEFENDANT DANIEL FELDMAN'S  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
DEMURRER TO COMPLAINT AND  
MOTION TO STRIKE PORTIONS OF  
COMPLAINT FOR UNLAWFUL DETAINER  
[C.C.P. §1170; C.C.P. §430.10 (e) and (f); §435-  
437]**

DATE: March 26 , 2020

TIME: 9:30 a.m.

DEPT: 501

Defendant respectfully submits this memorandum of points and authorities in support of his demurrer to, and motion to strike portions of, Plaintiff's First Amended Complaint.

Defendant demurs on two, independent grounds.

First, Plaintiff has still failed to attach a complete written lease or rental agreement to the Complaint as required pursuant to California Code of Civil Procedure §1166(d)(1)(B). Attachment 15 of Plaintiff's First Amended Complaint is nonsensical at worst and confusing at best. Without more information as to the time discrepancy between Attachment 15 and the lease agreement itself Defendant unable to decipher whether the complete written lease

1 agreement is attached or not. Therefore, Defendant demurs to Plaintiff's First Amended  
2 Complaint because, without attaching a complete written lease or rental agreement, Plaintiff's  
3 Complaint does not state facts sufficient to constitute a cause of action.

4  
5 Second, Plaintiff failed to describe in writing with adequate specificity Defendant's  
6 alleged nuisances as required by San Francisco Administrative Code § 37(a)(3). Defendant  
7 demurs to Plaintiff's Complaint because, by failing to provide Defendant with a writing  
8 adequately specific, Plaintiff's Complaint is facially uncertain.

9 In the alternative, Defendant's Motion to Strike is made pursuant to *Code of Civil*  
10 *Procedure* §435-437 on the grounds that the Attachment 15 of Plaintiff's first amended  
11 complaint includes irrelevant, likely false, and improper information. Plaintiff seeks to have  
12 Attachment 15 stricken from the complaint  
13  
14

### 15 I. STATEMENT OF FACTS

16  
17 The instant action is for unlawful detainer. The subject premises ("Premises") are  
18 residential and located at 884 14<sup>th</sup> Street, San Francisco, California 94114. (First Amended  
19 Complaint ¶3, attached hereto as Exhibit 1). Defendant Daniel Feldman ("Defendant") and  
20 Plaintiff Linda Steinhoff Holmes ("Plaintiff") entered into a month-to-month residential rental  
21 agreement for the Premises on or about March 15, 2013. (First Amended Complaint ¶6, Exhibit  
22 1). Defendant's tenancy is subject to the San Francisco Administrative Code § 37, the San  
23 Francisco Residential Rent Stabilization & Arbitration Ordinance. ((First Amended Complaint  
24 ¶14, Exhibit 1).

25 Plaintiff allegedly served Defendant with a 3-Day Notice to Quit ("Notice") on or about  
26 December 3, 2019 and filed the instant action for unlawful detainer on December 12, 2019.  
27 (First Amended Complaint ¶8, Exhibit 1). Plaintiff seeks possession pursuant to California Code  
28

1 of Civil Procedure § 1161(4) and San Francisco Administrative Code § 37.9(a)(3) on the basis  
2 that Defendant has allegedly caused a nuisance at the Premises. (3-Day Notice to Quit, attached  
3 hereto as Exhibit 2).

4  
5 On January 30, 2020 Defendant filed a Notice of Demurrer and Demurrer to complaint  
6 for unlawful detainer on the grounds that the complaint failed to state facts sufficient to  
7 constitute a cause of action because Plaintiff failed to attach a complete rental agreement to the  
8 complaint because the attachment referenced on page 2 of the Rental Agreement was missing.  
9 Defendant also argued that Plaintiff's complaint was uncertain and not described with adequate  
10 specificity.

11  
12 On February 20, 2020 Plaintiff filed their First Amended Complaint including a new  
13 attachment, Attachment 15 which "was not part of the original month to month residential rental  
14 agreement." (First Amended Complaint, Exhibit 1, Attachment 15.) Included in Attachment 15  
15 is a letter dated April 7, 2018 signed by Linda Holmes. The letter also directs Defendant's  
16 "Comments or Questions" to Elizabeth Hurvitz of Utrech & Lenvin, LLP. (First Amended  
17 Complaint, Exhibit 1, Attachment 15.) This letter states, "Daniel RE: LATE RENT As of the  
18 above date, your rent for April 2018 has not been paid. All rents are due and payable on the first  
19 day of each month. Please remit the rent for the unit you currently occupy at, 888-14<sup>th</sup> Street, in  
20 the amount of \$2,800.00 immediately. Per usual your rent should be sent to 999 Lohrman Lane,  
21 Petaluma, CA, 94952." No other supporting documentation is attached to the First Amended  
22 Complaint.

23 Attached to the First Amended Complaint as Exhibit 1 is a "Month-to-Month Residential  
24 Rental Agreement" ("Rental Agreement") signed by Plaintiff and Defendant. (First Amended  
25 Complaint, Exhibit 1; Rental Agreement attached hereto as Exhibit 3). On page 2 of the Rental  
26 Agreement is handwritten: "Tenant is mailing rent and his [*unintelligible script*] moving in. See  
27



1 attachment.” (Rental Agreement, Page 2, Exhibit 3). Plaintiff failed to attach the attachment  
2 (“Rental Agreement Attachment”) referred to in the Rental Agreement to the original  
3 Complaint.  
4

## 5 **II. ARGUMENT**

### 6 7 **A. PLAINTIFF’S COMPLAINT FAILS TO STATE FACTS SUFFICIENT TO** 8 **CONSTITUTE A CAUSE OF ACTION BECAUSE PLAINTIFF FAILED TO** 9 **ATTACH A COMPLETE RENTAL AGREEMENT TO THE COMPLAINT.**

10 On or before the day fixed for his appearance, the defendant may appear and answer or  
11 demur. CCP § 1170. The party against whom a complaint has been filed may object by demurrer  
12 if a complaint does not state facts sufficient to constitute a cause of action. CCP § 430.10(e). In  
13 an unlawful detainer action regarding residential property, the plaintiff must attach to the  
14 complaint a copy of any written lease or rental agreement regarding the premises as well as any  
15 addenda or attachments to the lease or written agreement that form the basis of the complaint.  
16 CCP § 1166(d)(1)(B). Given the summary nature of unlawful detainer actions, governing statutes  
17 are strictly construed. *Kwok v. Bergren* (1982) 130 Cal.App.3d 596, 599; *Briggs v. Electronic*  
18 *Memories and Magnetics Corp.* (1975) 53 Cal.App.3d 900, 905.  
19

20 Plaintiff’s Complaint fails to state facts sufficient to constitute a cause of action because  
21 Plaintiff failed to attach a complete copy of the written lease or rental agreement. Pursuant to  
22 CCP § 1166(d)(1)(B), not only must Plaintiff attach a written lease or rental agreement where  
23 one exists, but the Plaintiff must also attach any addenda or attachments to the lease or written  
24 agreement forming the basis of the complaint. Here, Plaintiff attached to the Complaint a rental  
25 agreement for the Premises with a handwritten subscription on page 2 stating: “Tenant is mailing  
26 rent and his *[unintelligible script]* moving in. See attachment.” However, Plaintiff failed to attach  
27  
28

1 the attachment referred to in the Rental Agreement to the Complaint and this defect is apparent  
2 on the fact of the Complaint.

3 Plaintiff filed a First Amended Complaint on February 20, 2020 including a new  
4 attachment, Attachment 15, with a letter dated April 7, 2018. (First Amended Complaint, Exhibit  
5 1, Attachment 15.) Plaintiff states that the "said attachment was not a part of the original month  
6 to month residential rental agreement." (First Amended Complaint, Exhibit 1, Attachment 15.)  
7 However, Plaintiff does not provide any explanation for how this letter became an attachment to  
8 the new agreement as there are no dates or initials next to the agreement. Without more, it is hard  
9 to believe that Attachment 15 is truly the "attachment" referenced in the Rental Agreement. A  
10 complete copy of the lease agreement between the Parties is not only essential for Plaintiff to  
11 conclusively prove their case, but also so that Defendant can prepare a complete and coherent  
12 Answer to Plaintiff's allegations.  
13

14  
15 Given the statutes governing unlawful detainers are strictly construed, given that Plaintiff  
16 failed to include a complete copy of the Rental Agreement, and given that this defect appears on  
17 the face of the Complaint, Plaintiff has failed to state facts sufficient to constitute a cause of  
18 action and Defendant's demurrer should be sustained.  
19

20  
21 **B. PLAINTIFF'S COMPLAINT IS UNCERTAIN BECAUSE PLAINTIFF'S**  
22 **ALLEGATIONS ARE NOT DESCRIBED WITH ADEQUATE SPECIFICITY IN**  
23 **WRITING.**

24 The party against whom a complaint has been filed may object by demurrer if a complaint  
25 is uncertain, ambiguous, or unintelligible. CCP § 430.10(f). It is a cardinal rule of pleading that  
26 every statement of fact must be direct and certain and not by way of inference. *Butler v. Wyman*  
27 (1933) 128 Cal.App. 736, 740. In pleading, material facts must be alleged directly and essential  
28

1 facts upon which a determination of the controversy depends are to be stated with clearness and  
2 precision so that nothing is left to surmise. *Ankeny v. Lockheed Missiles and Space Co.* (1979) 88  
3 Cal.App.3d 531, 537. Thus, allegations of material facts which are ambiguous or left to surmise  
4 are subject to demurrer for uncertainty. CCP § 430.10(f); *Bernstein v. Filler* (1950) Cal.App.2d  
5 441, 443-444. As a matter of law, conclusory allegations, without facts to support them, are  
6 ambiguous and uncertain. *Akeny, supra*, 88 Cal.App.3d 531, 537.

8 The San Francisco Administrative Code permits a landlord to terminate a tenancy for  
9 nuisance but only if “[a] tenant is committing or permitting to exist a nuisance in, or causing  
10 substantial damage to, the rental unit, or is creating a substantial interference with the comfort,  
11 safety, or enjoyment of the landlord or tenants in the building, the activities are severe, continuing,  
12 or recurring in nature, and the nature of such nuisance, damage, or interference is specifically  
13 stated by the landlord in the writing.” San Francisco Administrative Code § 37(a)(3) (hereinafter  
14 “Rent Ordinance”).

16 Plaintiff’s Complaint is uncertain, seeking to terminate Defendant’s tenancy on singular,  
17 undated incidents occurring within a period of 7 years. Not a single allegation of Plaintiff’s is  
18 described with a particular date and time, leaving Defendant to surmise when in the last 7 years  
19 nuisance allegedly occurred. Surely a crucial aspect of the requirement allegations be specifically  
20 stated in writing is due to the fact that, unless severe, nuisances must be “continuing or recurring”  
21 under the Rent Ordinance. It is unclear, on the face of the Complaint, whether any of the alleged  
22 nuisances are continuing or recurring.

25 Here, Nuisance Allegations Nos. 1 through 5 lack any reference to the date(s) on which  
26 they allegedly occurred besides having occurred between May 2013 to the Present. Nuisance  
27 Allegation No. 1 fails to identify which neighbors Defendant’s conduct allegedly disturbs,

1 Nuisance Allegation No. 3 fails to identify the building residents who allegedly called the San  
2 Francisco Police Department, and Nuisance Allegation No. 4 fails to identify the building resident  
3 Defendant allegedly threatened. Surely an incident as described in Nuisance Allegation No. 5, that  
4 Defendant had to be restrained from attacking the Plaintiff, would be memorable enough so as to  
5 allow Plaintiff to identify the specific date this alleged incident occurred and not simply that it  
6 occurred between 2013 and the present. Additionally, without more specificity as to the specific  
7 incident(s), date(s), and part(ies), Defendant cannot possibly be expected to produce an Answer  
8 that asserts each and every applicable legal defense to the allegation(s).

9  
10 Plaintiff's uncertain and exaggeratingly inexact allegations in the Complaint do not meet  
11 the Rent Ordinance's requirement that nuisances be specifically described in writing. Since  
12 Plaintiff failed to provide Defendant with a writing with an adequately specific description of the  
13 alleged nuisances, Plaintiff's Complaint is facially uncertain. Defendant cannot possibly Answer  
14 Plaintiff's First Amended Complaint in a way that addresses the allegations, as stated. On these  
15 bases Defendant's demurrer should be sustained.  
16  
17

18 **C. PLAINTIFF'S ATTACHMENT 15 TO THE FIRST AMENDED COMPLAINT**  
19 **SHOULD BE STRICKEN AS IT IS IMPORPER AND CONTAINS IRRELEVANT**  
20 **INFORMATION**

21 A party may move to strike the whole or a part of any pleading. The court may strike out  
22 any "irrelevant, false, or improper matter inserted in any pleading." C.C.P. § 436(a). A motion to  
23 strike is authorized in an unlawful detainer action. *Saberi v. Bakhtiari* (1985) 169 CA3d 509,517.

24 **1. ATTACHMENT 15 IS IMPROPER**

25 Attachment 15 is improper and should be stricken pursuant to C.C.P. § 436. Attachment  
26 15 consists of a letter dated April 7, 2018. (First Amended Complaint, Exhibit 1, Attachment 15.)  
27

1 However, the lease was signed and executed on March 15, 2013. Five years took place between  
2 the time the lease was signed and the date outlined in Attachment 15. Plaintiff did not provide  
3 any information or evidence explaining this five year gap. There are no initials or dates next to  
4 the writing in the margins indicating they were placed there after March 15, 2013. There is no  
5 evidence whatsoever that Attachment 15 is the attachment referenced on page 2 of the Rental  
6 Agreement.  
7

## 8 2. ATTACHMENT 15 IS IRRELEVANT

9 In the alternative, Attachment 15 is irrelevant and should be stricken pursuant to C.C.P. §  
10 436. The allegations in the 3-Day Notice to Quit all pertain to alleged nuisance behavior.  
11 Nothing in the notice mentions anything about non-payment or late payment of rent. Attachment  
12 15 brings about allegations that Defendant's rent was late in April, 2018. This information – if  
13 actually attached to the 2013 lease agreement – is irrelevant to the allegations in the Unlawful  
14 Detainer at hand. Inclusion of said information would not only confuse a jury as to the issues and  
15 causes of action, it would be highly prejudicial to Defendant.  
16

## 17 III. CONCLUSION

18  
19 Plaintiff's First Amended Complaint for Unlawful Detainer, and more specifically the  
20 Three Day Notice to Pay Rent or Quit, contain fatal defects that violate the California Code of  
21 Civil Procedure. Said defects cannot be cured by amending the instant Complaint –Plaintiff must  
22 serve a new code-compliant notice. As such, Defendants respectfully request that the demurrer  
23 be sustained without leave to amend the instant Complaint for Unlawful Detainer. Additionally,  
24 if Defendant's demurrer is denied, Attachment 15 should be stricken entirely including the  
25 language of the attached letter:  
26  
27

1 Daniel

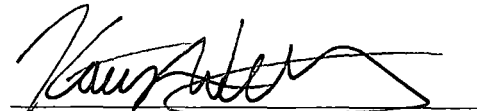
2 RE: LATE RENT

3 As of the above date, your rent for April 2018 has not been paid. All rents are due and  
4 payable on the first day of each month. Please remit the rent for the unit you currently  
5 occupy at, 888-14<sup>th</sup> Street, in the amount of \$2,800.00 immediately. Per usual your rent  
6 should be sent to 999 Lohrman Lane, Petaluma, CA, 94952.”  
7  
8  
9  
10  
11

12 DATED: February 25, 2020

AIDS LEGAL REFERRAL PANEL

13  
14 By:



15 Kaitlyn Willison  
16 Attorney for Defendant  
17 DANIEL FELDMAN  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT 1

# EXHIBIT 1





PLAINTIFF (Name) : Linda Steinhoff Holmes  DEFENDANT (Name) : Daniel Feldman	CASE NUMBER: CUD-19-666401
--	-------------------------------

6. c. ☒ The defendants not named in item 6a are
- (1) ☐ subtenants.
  - (2) ☐ assignees.
  - (3) ☒ other (specify) : unknown
- d. ☐ The agreement was later changed as follows (specify) :
- e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. ☐ (For residential property) A copy of the written agreement is not attached because (specify reason) :
- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
  - (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7. ☒ a. Defendant (name each) : Daniel Feldman
- was served the following notice on the same date and in the same manner:
- (1) ☐ 3-day notice to pay rent or quit
  - (2) ☐ 30-day notice to quit
  - (3) ☐ 60-day notice to quit
  - (4) ☐ 3-day notice to perform covenants or quit
  - (5) ☒ 3-day notice to quit
  - (6) ☐ Other (specify) :
- b. (1) On (date) : 12/6/19 the period stated in the notice expired at the end of the day.
- (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. ☐ The notice included an election of forfeiture.
- e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)
8. a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:
- (1) ☐ by personally handing a copy to defendant on (date) :
  - (2) ☐ by leaving a copy with (name or description) :  
 a person of suitable age and discretion, on (date) : at defendant's  
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on  
 (date) : because defendant cannot be found at defendant's residence or usual  
 place of business.
  - (3) ☒ by posting a copy on the premises on (date) : 12/3/19 ☐ AND giving a copy to a  
 person found residing at the premises AND mailing a copy to defendant at the premises on  
 (date) : 12/3/19  
 (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR  
 (b) ☒ because no person of suitable age or discretion can be found there.
  - (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered  
 mail addressed to defendant on (date) :
  - (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written  
 commercial lease between the parties.
- b. ☐ (Name) :  
 was served on behalf of all defendants who signed a joint written rental agreement.
- c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.
- d. ☐ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name) : Linda Steinhoff Holmes

CASE NUMBER:  
CUD-19-666401

DEFENDANT (Name) : Daniel Feldman

9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$
11. ☒ The fair rental value of the premises is \$ 93.33 per day.
12. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. ☐ A written agreement between the parties provides for attorney fees.
14. ☒ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): City & County of San Francisco: Residential Rent Stabilization & Arbitration Ordinance, Chapter 37 of the San Francisco Administrative Code (File #188-79; Ord. #276-79); Adopted: 6/13/79, and as amended.

Plaintiff has met all applicable requirements of the ordinances.

15. ☒ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

17. PLAINTIFF REQUESTS

- a. possession of the premises.
- b. costs incurred in this proceeding:
- c. ☐ past-due rent of \$
- d. ☐ reasonable attorney fees.
- e. ☐ forfeiture of the agreement.
- f. ☒ damages at the rate stated in item 11 from (date) : 1/1/20 for each day that defendants remain in possession through entry of judgment.
- g. ☐ statutory damages up to \$600 for the conduct alleged in item 12.
- h. ☒ other (specify) : such other and further relief as the court deems just and proper.

18. ☒ Number of pages attached (specify) : 17

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

19. (Complete in all cases.) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state.)

- a. Assistant's name:
- b. Street address, city, and zip code:
- c. Telephone No.:
- d. County of registration:
- e. Registration No.:
- f. Expires on (date) :

Date: 2/20/20

Kathryn Quetel (SBN 167100)

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

SHORT TITLE:

Holmes v. Feldman

CASE NUMBER:

CUD-19-666401

ATTACHMENT (Number): -15-

(This Attachment may be used with any Judicial Council form.)

Plaintiff's handwritten note "see attachment" in Exhibit 1 (page 2, paragraph 1) refers to plaintiff's April 7, 2018, letter attached hereto. Said "attachment was not a part of the original month to month residential rental agreement.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1  
(Add pages as required)

April 7, 2018

Daniel Feldman  
884 14<sup>th</sup> Street  
San Francisco, CA 94114

Daniel

RE: LATE RENT

As of the above date, your rent for April 2018 has not been paid. All rents are due and payable on the first day of each month. Please remit the rent for the unit you currently occupy at, 884-14<sup>th</sup> Street, in the amount of \$2,800.00, immediately.

Per usual your rent should be sent to 999 Lohrman Lane, Petaluma, CA, 94952

Sincerely

Linda Holmes  
Landlord

Comments or Questions:

Utrecht & Lenvin, LLP  
Attn: Elizabeth Hurwitz  
109 Stevenson Street  
San Francisco, CA 94105  
415 357- 0600

## Month-to-Month Residential Rental Agreement

### Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between Daniel J. Feldman, Ph.D ("Tenant") and Linda S. Holmes ("Landlord"). Tenant is liable for the payment of rent and performance of all other terms of this Agreement.

### Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 884 - 14<sup>th</sup> Street

San Francisco, CA 94114 ("the premises"), together with the following furnishings and appliances:

Refrigerator and Gas Stove (Both brand new at the beginning of occupancy).

Rental of the premises does *not* include:

use of the garage, the Tradesman's Entrance and/or any where on the back patio/garden as a storage area.

### Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and his minor children. Occupancy by guests for up to seven (7) consecutive days in any six-month period is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

### Clause 4. Term of the Tenancy

The rental will begin on March 15, 2013, and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 30 days' written notice. Tenant may terminate the tenancy by giving the Landlord 30 days' written notice.

### Clause 5. Payment of Rent

#### *Regular monthly rent*

Tenant will pay to Landlord a monthly rent of \$2,800.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to Linda S. Holmes by placing the rent in the slot on the back door of the ground floor or at such other place as Landlord designates.



11/7  
DF  
of April  
201  
Bart  
HMS  
Pete

**Delivery of payment.**

Rent will be paid:

In person, by placing the rent in the slot on the back door of the ground floor.

**Form of payment.**

Landlord will accept payment in these forms:

By personal check made payable to Linda S. Holmes or cash.

**Prorated first month's rent.**

For the period from Tenant's move-in date, March 15, 2013 through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$1,400.00. This amount will be paid on or before the date the Tenant moves in.

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge of \$50.00, plus \$25.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$275.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$25.00.

**Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of \$4,200.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 21 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

**Clause 9. Utilities**

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

Water and Garbage.

*Tenant is  
paying rent  
and has been seen  
moving in.  
See attachment.*

*\$1,400.00*

*Paid  
3/15/2013  
Cc #299  
JH*

*\$4,200.00*

*Paid  
3/15/2013  
Cc #298  
JH*

**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, , and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist. JMK RF

**Clause 12. Repairs and Alterations by Tenant**

- a. Except as provided by law, as authorized below, or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the wall or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, except properly trained service animals needed by blind, deaf, or disabled persons and \_\_\_\_\_ under the following conditions: Tenant must keep building, flat, and yard free of feces and feces smell, litter boxes used by cats must be maintained and free of odor. Cats and dogs be spayed or neutered, licensed,



up to date on vaccinations, and well-trained and nonthreatening.

Tenant's pet(s) will be well-behaved and under Tenant's control at all times and will not pose a threat or apparent threat to the safety of other tenants, their guests, or other people on or near the rental premises. If, in the opinion of Landlord, tenant's pet(s) pose such a threat, Landlord will serve tenant with the appropriate notice to terminate the tenancy.

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24 hours notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

*a. Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

*b. Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.



**Clause 18. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party *shall not* recover reasonable attorney fees and court costs.

**Clause 19. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

**Clause 20. Authority to Receive Legal Papers**

The Landlord, will accept service of process and receive other notices and demands, which may be delivered to the following address: 999 Lohrman Lane, Petaluma, CA 94952

**Clause 21. Additional Provisions**

Additional provisions are as follows:

- A. It is the Tenant(s) responsibility to place the three (3) Garbage & Recycling Bins for tenant's flat at the curb on the appropriate day for pick up and return them to the designated area in The Tradesmans Entrance when empty.
- B. In order to keep the building clean tenant's must take their garbage to the garbage cans. Garbage is put into the cans not left on top or beside them. Never leave garbage on the stairs or patio.
- C. Tenants may garden in the yard while being respectful to those plants and trees already surviving there, and being aware not to over water and use an excessive amount of water. Landlord will notify tenants if the water bill increases and tenants will decrease the amount of water used or if necessary stop watering.
- D. Tenants will not put signs or flags of any kind in the windows or on the building at anytime.

THURSDAY  
EVENING  
FOR FRIDAY  
PICK-UP



**Clause 22. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 23. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

**Clause 24. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

3/15/2013 Linda S. Holmes \_\_\_\_\_  
Date Landlord Title  
884-886-14th Street  
Street Address  
San Francisco, CA, 94114 707-799-6902  
City, State, & Zip Phone

15 March 2013 Daniel S. Lee 917.232.2440  
Date Tenant Phone

### 3-DAY NOTICE TO QUIT

TO: Daniel Feldman, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following premises:

884 14<sup>th</sup> Street

City and County of San Francisco, State of California,  
including all garage(s), storage and common areas.

PLEASE TAKE NOTICE that you are hereby required to quit and deliver up to the undersigned the possession of the above-described premises now held and occupied by you. You have committed or permitted to exist a nuisance in the rental unit and in and about the common areas of the complex containing the rental unit, or are creating an unreasonable interference with the comfort, safety or enjoyment of other residents of the same building and the surrounding community. Your nuisance behavior is severe, continuing and/or recurring in nature. The nuisance, which is landlord's dominant motive for recovering possession of the premises, exists as follows:

**May, 2013 - Present:** At all hours of the day and night, you scream, bang the floor, yell obscenities, play music at extremely loud volume, causing your neighbors to be fearful and disturbed. On two separate occasions, you have vandalized the building by causing the window of your front door to break. Your misconduct has resulted in the landlord and a building resident to seek SF Police intervention to stop your behavior. You have repeatedly threatened to kill the owner with a machete and to kill the other building resident by using a gun. You have attempted to physically attack the owner and only stopped when others restrained you.

NOTICE IS HEREBY GIVEN THAT you are required within three (3) days from the date of service on you of this notice to remove from and deliver up possession of the above-described premises to the landlord's duly authorized agent: Daniel Bornstein, Esq., Bornstein Law, 507 Polk Street, Suite 310, San Francisco, CA 94102, Phone: (415) 409-7611, who is authorized to receive possession of said premises, or the undersigned will institute legal proceedings against you to (1) recover possession of the above-described premises; and (2) recover rents and such damages, court costs and attorneys' fees, according to the terms of your lease or rental agreement and/or as permitted by law.

POSSESSION of the premises is sought pursuant to California Code of Civil Procedure § 1161(4): maintaining, committing, or permitting the maintenance or commission of a nuisance upon the premises. POSSESSION of the premises is sought pursuant to San Francisco Administrative Code § 37.9(a)(3): The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or other tenants in the building, the activities are severe, continuing or recurring in nature and the nature of such nuisance, damage or interference is specifically stated by the landlord in the writing as required by Section 37.9(c).

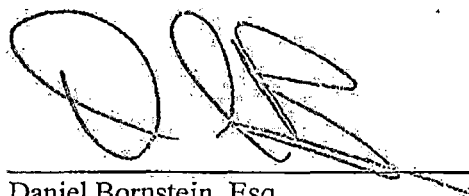
If the tenancy terminates pursuant to this notice, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the owner/agent to request an initial inspection.

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033.

2-3-19

Colmes

SF Rent Board



Daniel Bornstein, Esq.  
Bornstein Law

Attorneys and Duly Authorized Agent for Landlord



## San Francisco Residential Rent Stabilization and Arbitration Board

### **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### **NOTICE TO TENANT** (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at [www.sfrb.org](http://www.sfrb.org).

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at [www.sfmohcd.org](http://www.sfmohcd.org) for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **NOTIFICACIÓN AL INQUILINO** (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en [www.sfrb.org](http://www.sfrb.org).

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en [www.sfmohcd.org](http://www.sfmohcd.org) para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **THÔNG BÁO CHO NGƯỜI THUÊ NHÀ** (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web [www.sfrb.org](http://www.sfrb.org).

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ [www.sfmohcd.org](http://www.sfmohcd.org) để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco* (*San Francisco Housing Resource Guide*) tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



## San Francisco Residential Rent Stabilization and Arbitration Board

# **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

### 租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：[www.sfrb.org](http://www.sfrb.org)。

您可能有資格申請可負擔房屋計劃和公寓。請上網 [www.sfmohcd.org](http://www.sfmohcd.org) 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

### УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте [www.sfrb.org](http://www.sfrb.org).

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общины («МОHCD»), [www.sfmohcd.org](http://www.sfmohcd.org), где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

### ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalís sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuhang rin ng impormasyon sa [www.sfrb.org](http://www.sfrb.org).

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa [www.sfmohcd.org](http://www.sfmohcd.org) para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.

**VERIFICATION**

STATE OF CALIFORNIA, COUNTY OF San Francisco

I have read the foregoing First amended Complaint - Unlawful Detainer

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner  
☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am one of the attorneys for Linda Steinhoff Holmes

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on 2/20/20

, at San Francisco

, California.

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

Kathryn Quetel (SBN 167100)

TYPE OR PRINT NAME

SIGNATURE

**PROOF OF SERVICE**

1013a (3) CCP Revised 2004

STATE OF CALIFORNIA, COUNTY OF San Francisco

I am employed in the county of

, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

On

, I served the foregoing document described as

on

in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☐ **BY MAIL**

☐ \*I deposited such envelope in the mail at

, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at

California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on

, at

, California.

☐ **\*(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on

, at

, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

TYPE OR PRINT NAME

SIGNATURE

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*\*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

PLAINTIFF (Name): Linda Steinhoff Holmes	CASE NUMBER: CUD-19-666401
DEFENDANT (Name): Daniel Feldman	

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)
4. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):
- Assistant's name:
  - Telephone no.:
  - Street address, city, and zip:
  - County of registration:
  - Registration no.:
  - Registration expires on (date):

Date:  
(Fecha)

FEB 20 2020

CLERK OF THE COURT

CAROLYN BALISTRERI

Clerk, by \_\_\_\_\_, Deputy  
(Secretario) (Adjunto)


(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (form POS-010)).

(SEAL)

## 5. NOTICE TO THE PERSON SERVED: You are served

- ☒ as an individual defendant. Daniel Feldman
- ☐ as the person sued under the fictitious name of (specify):
- ☐ as an occupant.
- ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation). ☐ CCP 416.60 (minor).  
☐ CCP 416.20 (defunct corporation). ☐ CCP 416.70 (conservatee).  
☐ CCP 416.40 (association or partnership). ☐ CCP 416.90 (authorized person).  
☐ CCP 415.46 (occupant). ☐ other (specify):
- ☒ by personal delivery on (date): 2/21/20 per CCP 1011(a)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address): Daniel Bornstein (SBN 169159) Bornstein Law 507 Polk Street, Suite 310 San Francisco, CA 94102 TELEPHONE NO.: 415 409 7611 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff		<b>FILED</b> San Francisco County Superior Court  FEB 27 2020 CLERK OF THE COURT BY:  Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA. 94102 BRANCH NAME: Limited Civil Jurisdiction		
PLAINTIFF/PETITIONER: Linda Steinhoff Holmes  DEFENDANT/RESPONDENT: Daniel Feldman		CASE NUMBER: CUD-19-666401  Ref. No. or File No.:
<b>PROOF OF SERVICE OF SUMMONS</b>		

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
  - a. ☒ summons (on 1<sup>st</sup> Amended Complaint)
  - b. ☒ complaint (1<sup>st</sup> Amended)
  - c. ☐ Alternative Dispute Resolution (ADR) package
  - d. ☐ Civil Case Cover Sheet (served in complex cases only)
  - e. ☐ cross-complaint
  - f. ☐ other (specify documents):
3. a. Party served (specify name of party as shown on documents served):  
Daniel Feldman
- b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):  
Kaitlyn Willison, Esq. (Defendant's Attorney) per CCP 1011(a)
4. Address where the party was served:  
AIDS Legal Referral Panel, 1663 Mission Street Suite 500, San Francisco, CA. 94103
5. I served the party (check proper box)
  - a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 2/21/20 (2) at (time): 2:20 pm
  - b. ☐ **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
    - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
    - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
    - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
    - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
    - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.



PLAINTIFF/PETITIONER: <u>Linda Steinh</u> <u>Holmes</u>	NUMBER: <b>CUD-19-666401</b>
DEFENDANT/RESPONDENT: <u>Daniel Feldman</u>	

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): \_\_\_\_\_ (2) from (city): \_\_\_\_\_
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (specify means of service and authorizing code section): \_\_\_\_\_

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☒ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify): \_\_\_\_\_
- c. ☐ as occupant.
- d. ☐ On behalf of (specify): \_\_\_\_\_

under the following Code of Civil Procedure section:

- |  |   |
|--|---|
| <input type="checkbox"/> 416.10 (corporation)<br><input type="checkbox"/> 416.20 (defunct corporation)<br><input type="checkbox"/> 416.30 (joint stock company/association)<br><input type="checkbox"/> 416.40 (association or partnership)<br><input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.95 (business organization, form unknown)<br><input type="checkbox"/> 416.60 (minor)<br><input type="checkbox"/> 416.70 (ward or conservatee)<br><input type="checkbox"/> 416.90 (authorized person)<br><input type="checkbox"/> 415.46 (occupant)<br><input type="checkbox"/> other: _____ |
|--|---|

7. **Person who served papers**

- a. Name: C. Golder
- b. Address: Barrister's File & Serve P.O. Box 1353 Millbrae CA 94030
- c. Telephone number: 650 796 - 4448
- d. The fee for service was: \$ 50.00
- e. I am:

- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ a registered California process server:
- (i) ☐ owner ☐ employee ☒ independent contractor.
- (ii) Registration No.: 137
- (iii) County: San Mateo

8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: 2/25/20

C. Golder

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

  
 \_\_\_\_\_  
 (SIGNATURE)

- Kaitlyn Willison (SBN 311875)  
AIDS Legal Referral Panel (ALRP)  
1663 Mission St Ste. 500  
San Francisco, CA 94103

TELEPHONE NO.: (415) 701-1200

FAX NO. (Optional): (415) 701-1400

E-MAIL ADDRESS (Optional): kaitlynw@alrp.org

ATTORNEY FOR (Name): Daniel Feldman

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco

STREET ADDRESS: 400 McAllister St

MAILING ADDRESS: 400 McAllister St

CITY AND ZIP CODE: San Francisco 94102

BRANCH NAME: Civic Center Courthouse

CASE NAME:

Linda Steinhoff Holmes v. Daniel Feldman

## SUBSTITUTION OF ATTORNEY—CIVIL (Without Court Order)

CASE NUMBER:

CUD-20-666401

**FILED**  
San Francisco County Superior Court

MAR 06 2020

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

THE COURT AND ALL PARTIES ARE NOTIFIED THAT (name): Daniel Feldman makes the following substitution:

1. **Former legal representative** ☐ Party represented self ☒ Attorney (*name*): Kaitlyn Willison
2. **New legal representative** ☒ Party is representing self\* ☐ Attorney
- a. Name: Daniel Feldman
- b. State Bar No. (*if applicable*):
- c. Address (*number, street, city, ZIP, and law firm name, if applicable*):  
884 14th Street  
San Francisco, CA 94114
- d. Telephone No. (*include area code*): (307) 699 - 3223
3. The party making this substitution is a ☐ plaintiff ☒ defendant ☐ petitioner ☐ respondent ☐ other (*specify*):

**\*NOTICE TO PARTIES APPLYING TO REPRESENT THEMSELVES**

- Guardian
- Conservator
- Trustee
- Personal Representative
- Probate fiduciary
- Corporation
- Guardian ad litem
- Unincorporated association

**If you are applying as one of the parties on this list, you may NOT act as your own attorney in most cases. Use this form to substitute one attorney for another attorney. SEEK LEGAL ADVICE BEFORE APPLYING TO REPRESENT YOURSELF.**

**NOTICE TO PARTIES WITHOUT ATTORNEYS**

**A party representing himself or herself may wish to seek legal assistance. Failure to take timely and appropriate action in this case may result in serious legal consequences.**

4. I consent to this substitution.

Date: 03/05/2020

Daniel Feldman (TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)

► David Heller

(SIGNATURE OF PARTY)

5. ☒ I consent to this substitution.

Date: 03/05/2020

Kaitlyn Willison (ALRP)

(TYPE OR PRINT NAME)

(SIGNATURE OF FORMER ATTORNEY)

(SIGNATURE OF FORMER ATTORNEY)

6. ☐ I consent to this substitution.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF NEW ATTORNEY)

(See reverse for proof of service by mail)

Page 1 of 2

## SUBSTITUTION OF ATTORNEY—CIVIL

### (Without Court Order)

CASE NAME: — Linda Steinhoff Holmes v. Daniel Feldman	CASE NUMBER: CUD-20-666401
--	-------------------------------

**PROOF OF SERVICE BY MAIL  
Substitution of Attorney—Civil**

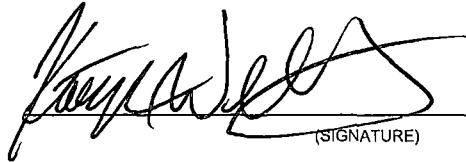
**Instructions:** After having all parties served by mail with the Substitution of Attorney—Civil, have the person who mailed the document complete this Proof of Service by Mail. An unsigned copy of the Proof of Service by Mail should be completed and served with the document. Give the Substitution of Attorney—Civil and the completed Proof of Service by Mail to the clerk for filing. If you are representing yourself, someone else must mail these papers and sign the Proof of Service by Mail.

1. I am over the age of 18 and **not a party to this cause**. I am a resident of or employed in the county where the mailing occurred. My residence or business address is (specify):
2. I served the Substitution of Attorney—Civil by enclosing a true copy in a sealed envelope addressed to each person whose name and address is shown below and depositing the envelope in the United States mail with the postage fully prepaid.  
  
(1 ) Date of mailing: (2) Place of mailing (city and state): San Francisco California
3. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 03/05/2020

Kaitlyn Willison

(TYPE OR PRINT NAME)



(SIGNATURE)

**NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED**

4. a. Name of person served: Daniel Bornstein  
b. Address (number, street, city, and ZIP):  
507 Polk St  
San Francisco, CA 94102  
c. Name of person served:  
d. Address (number, street, city, and ZIP):  
  
e. Name of person served:  
f. Address (number, street, city, and ZIP):  
  
g. Name of person served:  
h. Address (number, street, city, and ZIP):  
  
i. Name of person served:  
j. Address (number, street, city, and ZIP):

☐ List of names and addresses continued in attachment.

Daniel Bornstein (SBN 169159)  
Bornstein Law  
507 Polk Street, Suite 310  
San Francisco, CA 94102-3339  
Telephone: (415) 409-7611  
Facsimile: (415) 463-2349

Attorneys for Plaintiff  
LINDA STEINHOFF HOLMES

**FILED**  
San Francisco County Superior Court

MAR 12 2020

CLERK OF THE COURT  
BY: Edmund J. [Signature]  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN FRANCISCO  
LIMITED CIVIL JURISDICTION

LINDA STEINHOFF HOLMES,

Plaintiff,

vs.

DANIEL FELDMAN, and DOES 1 to 10,  
inclusive,

Defendants.

) Case No.: CUD-19-666401

)

) MEMORANDUM OF POINTS AND

) AUTHORITIES OF PLAINTIFF IN

) OPPOSITION TO DEMURRER TO

) COMPLAINT AND MOTION TO STRIKE

)

) Trial: March 26, 2020

) Time: 9:30 a.m.

) Dept.: 501

)

)

Plaintiff LINDA STEINHOFF HOLMES ("Plaintiff") opposes the demurrer of defendant DANIEL FELDMAN ("Defendant"), because 1) Plaintiff has pleaded adequate information to establish Defendant's nuisance conduct for eviction; 2) Plaintiff has attached the lease in its entirety to the subject complaint.

**I. BACKGROUND**

The premises involved are 884 14<sup>th</sup> Street, San Francisco, CA 94114 ("the premises") [Complaint ¶ 3]. On December 3, 2019, Plaintiff caused to be posted a three-day notice to quit and mailed a copy to defendant on the same day (the "Notice"). [Complaint ¶ 8(a)(3)]. The 3-day period expired on December 6, 2019, and defendant had not surrendered possession. [Complaint ¶ 7(b)(1)]. Plaintiff filed this unlawful detainer lawsuit on December 12, 2019, and filed her first

1 amended complaint on February 20, 2020. Plaintiff requests that the Court take judicial notice of  
2 the verified first amended Complaint, on file with this Court. The first amended Complaint  
3 contains a copy of the Notice at Exhibit 1.

4 The Notice catalogues several types of nuisance in which Defendant had been engaged  
5 for seeking possession, as follows:

6  
7 May, 2013 - Present: At all hours of the day and night, you scream, bang the floor,  
8 yell obscenities, play music at extremely loud volume, causing your neighbors to be  
9 fearful and disturbed. On two separate occasions, you have vandalized the building by  
10 causing the window of your front door to break. Your misconduct has resulted in the  
11 landlord and a building resident to seek SF Police intervention to stop your behavior.  
You have repeatedly threatened to kill the owner with a machete and to kill the other  
building resident by using a gun. You have attempted to physically attack the owner  
and only stopped when others restrained you.

12 [Complaint, Exh. 2].

## 13 II. LEGAL ARGUMENT

14 A demurrer can be used only to challenge defects that appear on the face of the pleading  
15 under attack; or from matters outside the pleading that are judicially noticeable. *Blank v. Kirwan*  
16 (1985) 39 Cal.3d 311, 318; *Donabedian v. Mercury Ins. Co.* (2004) 116 Cal.App.4th 968, 994. A  
17 demurrer must admit the truth of all material facts properly pleaded. *Aubrey v. Tri-City Hospital*  
*Dist.* (1992) 3 Cal.4th 962, 966-67.

18 According to *Hale v. Sharp Healthcare* (2010) 183 Cal.App.4th 1373, 1386, in  
19 determining a demurrer, the court must interpret the complaint reasonably, reading it as a whole  
20 and the parts in context. *See also Stearn v. County of San Bernardino* (2009) 170 Cal.App.4th  
21 434, 439; *CrossTalk Productions, Inc. v. Jacobson* (1998) 65 Cal.App.4th 631, 635. Further,  
22 “[t]he court must, in every stage of an action, disregard any defect in the pleadings which does not  
23 affect the substantial rights of the parties.” *Hill v. City of Santa Barbara* (1961) 196 Cal.App.2d  
24 580, 585. For purposes of the demurrer, Defendant admits all facts well-pleaded, however  
25 improbably the allegations may be. *Woodroof v. Howes* (1891) 88 Cal. 184, 189; *Hitson v. Dwyer*  
26 (1943) 61 Cal.App.2d 803, 807.

27 The Court must give the Complaint a reasonable interpretation, “treat[ing] the demurrer as  
28 admitting all material facts properly pleaded,” but does not “assume the truth of contentions,

1 deductions or conclusions of law. [Citation]” *Aubrey v. Tri-City Hospital Dist.* (1992) 2 Cal.4th  
2 962, 967. It must liberally construe the pleading with a view to substantial justice between the  
3 parties. *Kotlar v. Hartford Fire Ins. Co.* (2000) 83 Cal.App.4th 1116, 1120.

4 **A. Defendant Failed to Vacate within 3 Days of Service of Notice to Quit**

5 The service of the notice on December 3, 2019 gave defendant three days therefrom to  
6 surrender possession. That is easily calculable, inasmuch as a copy of the notice also was mailed  
7 to Defendant on the same day that the notice was posted. [Complaint ¶ 8(a)(3).] Defendant failed  
8 to vacate.

9 **B. Determination of Defendant’s Nuisance Is Best Left to the Trier of Fact**

10 City legislative bodies, including the San Francisco Board of Supervisors, are empowered  
11 by Government Code section 38771 to declare what constitutes a nuisance. *See also City of*  
12 *Monterey v. Carrnshimba* (2013) 215 Cal.App.4th 1068. For purposes of the demurrer, Defendant  
13 admits all facts well-pleaded, however improbable the allegations may be. *Woodroof v. Howes*  
14 (1891) 88 Cal. 184, 189; *Hitson v. Dwyer* (1943) 61 Cal.App.2d 803, 807.

15 Section 37.9(a)(3) of the San Francisco Rent Ordinance addresses nuisance, and the  
16 availability of remedies for the landlord:

17 “(a) A landlord shall not endeavor to recover possession of a rental unit unless:

18 \* \* \*

19 “(3) The tenant is committing or permitting to exist a nuisance in, or is causing  
20 substantial damage to, the rental unit, or is creating a substantial interference with  
21 the comfort, safety or enjoyment of the landlord or tenants in the building, the  
activities are severe, continuing or recurring in nature, and the nature of such  
nuisance, damage or interference is specifically stated by the landlord in the writing  
as required by Section 37.9(c).”

22 The Notice that accompanies the Complaint alleges not just one instance of nuisance but several  
23 separate alleged nuisances – including irrational behavior, death threats and vandalism.  
24 [Complaint, Exh. 2]. A trier of fact easily could find that the nuisances that have occurred since  
25 May 2013 are “severe, continuing or recurring in nature.” How many instances of such activity  
26 does it take to support an eviction of one person whose conduct is detrimental to the physical and  
27 mental health of his neighbor/landlord and interferes with her quiet enjoyment of their property?  
28

1 It need not be a repetition of one type of incident that is “recurring in nature,” but that  
2 Defendant’s pattern and practice of several instances of nuisance has been chronic, unabated, and  
3 has escalated since May 2013.

4 At this stage of the pleadings, the Court need not determine whether the categories of  
5 nuisance are severe, continuing or recurring. *Butler v. Wyman* (1933) 128 Cal.App.736, 740. The  
6 Court must give the Complaint a reasonable interpretation, “treat[ing] the demurrer as admitting  
7 all material facts properly pleaded,” but does not “assume the truth of contentions, deductions or  
8 conclusions of law. [Citation]” *Aubrey v. Tri-City Hospital Dist.* (1992) 2 Cal.4th 962, 967. It  
9 must liberally construe the pleading with a view to substantial justice between the parties. *Kotlar*  
10 *v. Hartford Fire Ins. Co.* (2000) 83 Cal.App.4th 1116, 1120.

11 Where the San Francisco Board of Supervisors  
12 “has determined that a defined condition or activity is a nuisance, it would be a  
13 usurpation of the legislative power for a court to arbitrarily deny enforcement  
14 merely because in its independent judgment the danger caused by a violation was  
15 not significant. The function of the courts in such circumstances is limited to  
16 determining whether a statutory violation in fact exists, and whether the statute is  
17 constitutionally valid.”  
18 *City of Bakersfield v. Miller* (1966) 64 Cal.2d 93, 100.

19 While it may be true that the Complaint with attached Notice might not present a complete  
20 picture of the factual situation surrounding Defendant’s reprehensible nuisance conduct, “the facts  
21 upon which the [P]laintiff relies are stated with sufficient clarity. The allegations are neither  
22 uncertain, ambiguous nor unintelligible.” *People v. Lim* (1941) 18 Cal.2d 872, 883; *see also*  
23 *Jacobson v. Oakland Meat, etc., Co.* (1911) 161 Cal. 425, 433 [an allegation of ultimate fact is  
24 sufficient to apprise defendant of the issue it was called upon to meet. Greater particularity, which  
25 would probably involve the pleading of evidentiary matter, is not required].

### 26 **C. Plaintiff Complied with Rent Ordinance Requirements**

27 The Notice Plaintiff caused to be served on Defendant on October 22, 2019, stated as  
28 follows:

POSSESSION of the premises is sought pursuant to California Code of Civil  
Procedure § 1161(4): maintaining committing, or permitting the maintenance or  
commission of a nuisance upon the premises. POSSESSION of the premises is

1 sought pursuant to San Francisco Administrative Code § 37.9(a)(3): The tenant is  
2 committing or permitting to exist a nuisance in, or is causing substantial damage  
3 to, the rental unit, or is creating a substantial interference with the comfort, safety  
4 or enjoyment of the landlord or other tenants in the building, the activities are severe  
5 continuing or recurring in nature and the nature of such nuisance, damage or  
6 interference is specifically stated by the landlord in the writing as required by  
7 Section 37.9(c).

8 [Complaint, Exh. 2].

9 Defendant objects because of her purported uncertainty about the date of service of the  
10 Notice, she could not calculate the 3 days by which she had to surrender possession. Service by  
11 posting and by mail gave Defendant sufficient notice. In addition, she could have, but did not,  
12 telephone Plaintiff to relieve any doubts about the date.

13 Thus, Plaintiff provided Defendant with all notice required by the Rent Ordinance and the  
14 Rent Board Rules and Regulations, and Defendants' demurrer on uncertainty as to the date to  
15 surrender possession is not well-taken.

#### 16 **D. Attachment 15 does not contain false and/or irrelevant information**

17 Defendant initially demurred to plaintiff's complaint because Ex. 1, the parties' lease,  
18 referenced an attachment which was not attached. Defendant alleges that Attachment 15 be  
19 stricken. Attachment 15 seeks to explain the "attachment." Plaintiff's lease, executed by the  
20 parties on March 15, 2013, is attached in its entirety as Ex. 1. Plaintiff made a handwritten note  
21 on the lease on or about April 2018. Said handwritten note referenced a letter to defendant  
22 wherein she instructed him to mail his rent. Plaintiff attached said letter to her first amended  
23 complaint with an explanation thereof on Attachment 15.

24 Nothing in said Attachment 15 is false, irrelevant and/or improper. At worst, Attachment  
25 15 is inartful in its explanation of the handwritten note.

### 26 **III. CONCLUSION**

27 For all the foregoing reasons, Plaintiff LINDA STEINHOFF HOLMES respectfully  
28 requests that the Court overrule the demurrer and motion to strike of Defendant and require her  
to answer, only, within five days of service of notice of ruling. Alternatively, plaintiff respectfully



1 requests leave to amend the complaint to describe with particularity the purported “attachment to  
2 lease.”

3  
4 Dated: March 11, 2020

Respectfully submitted,

Bornstein Law

By: 

Daniel M. Bornstein  
Attorneys for Plaintiff  
LINDA STEINHOFF HOLMES

**VERIFICATION**

STATE OF CALIFORNIA, COUNTY OF San Francisco

I have read the foregoing

and know its contents.

☐ **CHECK APPLICABLE PARAGRAPHS**

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner  
☐ a \_\_\_\_\_ of \_\_\_\_\_

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

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

TYPE OR PRINT NAME

SIGNATURE

**PROOF OF SERVICE**

1013a (3) CCP Revised 2004

STATE OF CALIFORNIA, COUNTY OF San Francisco

I am employed in the county of San Francisco, State of California.

I am over the age of 18 and not a party to the within action; my business address is:  
507 Polk Street, Suite 310, San Francisco, CA 94102-3396

On 3/12/20, I served the foregoing document described as  
Plaintiff's opposition to defendant's demurrer and motion to strike

on Daniel Feldman in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

Daniel Feldman  
884 14th Street  
San Francisco, CA 94114

☒ **BY MAIL**

☐ \*I deposited such envelope in the mail at \_\_\_\_\_, California.

The envelope was mailed with postage thereon fully prepaid.

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at San Francisco California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on 3/12/20, at San Francisco, California.

☐ **\*\*(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

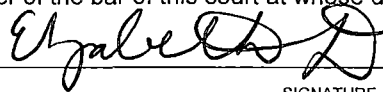
Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Elizabeth Dang

TYPE OR PRINT NAME



SIGNATURE

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*\*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

FILED  
San Francisco County Superior Court

MAR 26 2020

CLERK OF THE COURT  
BY: [Signature] Deputy Clerk

Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
Bornstein Law  
507 Polk Street, Suite 310  
San Francisco, CA 94102-3339  
Telephone: (415) 409-7611

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

- LIMITED CIVIL JURISDICTION -

LINDA STEINOFF HOLMES,	)	Case Number: CUD19666401
	)	
Plaintiff,	)	ORDER RE: DEMURRER AND MOTION
	)	TO STRIKE PLAINTIFF'S 1 <sup>ST</sup> AMENDED
vs.	)	COMPLAINT.
	)	
DANIEL FELDMAN, et al.,	)	Date: March 26, 2020
	)	Time: 9:30 a.m.
Defendants.	)	Location: Department 501
	)	Judge: Hon. Charles F. Haines
	)	
	)	

The demurrer to complaint of defendants for the order hereinafter made came on for hearing this March 26, 2020, the Honorable Charles F. Haines, judge presiding. On proof being made to the satisfaction of the Court, and good cause appearing therefore:

///

///


///

1 IT IS HEREBY ORDERED that defendant's demurrer to plaintiff's 1<sup>st</sup> amended  
2 complaint is OVERRULED. Plaintiff's 1<sup>st</sup> Amended Complaint sufficiently states a cause of  
3 action for unlawful detainer and is not uncertain. Defendant's Motion to Strike is denied.  
4 Plaintiff sufficiently alleged conduct constituting a nuisance under SFRO § 37.9(a)(3).  
5 Defendant has five (5) days from notice of this order to file and serve defendant's answer.  
6

7  
8  
9 Dated:

3/26/2020

OK  
per  
OV



Judge of the above-entitled court

CHARLES F. HAINES



ENDORSED  
FILED  
San Francisco County Superior Court

MAR 26 2020

CLERK OF THE COURT  
BY: ANNIE PASCUAL  
Deputy Clerk

1 Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
2 Bornstein Law  
507 Polk Street, Suite 310  
3 San Francisco, CA 94102-3339  
Telephone: (415) 409-7611

4 Attorneys for Plaintiff  
5

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA

7 IN AND FOR THE COUNTY OF SAN FRANCISCO

8 - LIMITED CIVIL JURISDICTION -  
9

10 LINDA STEINOFF HOLMES,  
11

12 Plaintiff,

13 vs.

14 DANIEL FELDMAN, et al.,  
15

16 Defendants.  
17  
18

) Case Number: CUD19666401  
)

) ORDER RE: DEMURRER AND MOTION  
) TO STRIKE PLAINTIFF'S 1<sup>ST</sup> AMENDED  
) COMPLAINT.  
)

) Date: March 26, 2020  
) Time: 9:30 a.m.  
) Location: Department 501  
) Judge: Hon. Charles F. Haines  
)  
)

19  
20 The demurrer to complaint of defendants for the order hereinafter made came on for  
21 hearing this March 26, 2020, the Honorable Charles F. Haines, judge presiding. On proof  
22 being made to the satisfaction of the Court, and good cause appearing therefore:  
23  
24

25 ///

26 ///

27 ///

28  
29

Exhibit A

1 IT IS HEREBY ORDERED that defendant's demurrer to plaintiff's 1<sup>st</sup> amended  
2 complaint is OVERRULED. Plaintiff's 1<sup>st</sup> Amended Complaint sufficiently states a cause of  
3 action for unlawful detainer and is not uncertain. Defendant's Motion to Strike is denied.  
4 Plaintiff sufficiently alleged conduct constituting a nuisance under SFRO § 37.9(a)(3).  
5 Defendant has five (5) days from notice of this order to file and serve defendant's answer.  
6  
7  
8

9 Dated: 3/24/20

Judge of the above-entitled court  
CHARLES F. HART

I have read the foregoing

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.☐ I am ☐ an Officer ☐ a partner  
☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.☐ I am one of the attorneys for a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on , at , California.

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

TYPE OR PRINT NAME

SIGNATURE

## PROOF OF SERVICE

1013a (3) CCP Revised 2004

STATE OF CALIFORNIA, COUNTY OF San Francisco

I am employed in the county of San Francisco , State of California.

I am over the age of 18 and not a party to the within action; my business address is:  
507 Polk Street, Suite 310, San Francisco, CA 94102-3396On 4/3/2020  
Notice of Entry of March 26, 2020 Order

, I served the foregoing document described as

on Daniel Feldman in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:Daniel Feldman  
884 14th Street  
San Francisco, CA 94114☐ BY MAIL☐ \*I deposited such envelope in the mail at , California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at

California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on , at , California.

☒ \*\* (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on 4/3/2020 , at San Francisco , California.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service wasmade  
MARK SERRANO

TYPE OR PRINT NAME

SIGNATURE

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*\*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)



Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
Bornstein Law  
507 Polk Street, Suite 310  
San Francisco, CA 94102  
Telephone: (415) 409-7611  
Facsimile: (415) 463-2349

Attorneys for Plaintiff  
Linda Steinhoff Holmes

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**05/06/2020**  
Clerk of the Court  
BY: ERNALYN BURA  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN FRANCISCO  
- LIMITED CIVIL JURISDICTION -

LINDA STEINHOFF HOLMES,

Plaintiff,

vs.

DANIEL FELDMAN, ET AL.,

Defendants.

) Case Number: CUD-19-666401

)

) Plaintiff Linda Steinhoff Holmes's Declaration in

) Support of Ex Parte Application for Order

) Authorizing Entry of Default and Default Judgment

)

)

)

)

)

I, Linda Steinhoff Holmes, declare as follows:

1. I am the plaintiff in the instant matter. All facts stated herein are within my personal knowledge. If called to testify to those facts, I could and would do so competently.

2. The instant matter is predicated on a 3-Day Notice to Quit due to defendant's nuisance conduct. Defendant's nuisance conduct includes attempting to physically attack me, threatening to kill me and his neighbors, causing damage to the subject premises, and making noise by playing music and yelling loud obscenities at all hours of the day and night. A true and correct copy of the 3-Day Notice to Quit is hereto attached and incorporated by reference as Exhibit A.

3. The instant action is necessary to protect the health and safety of the public because defendant creates an unsafe environment for my other tenants. I have received numerous complaints

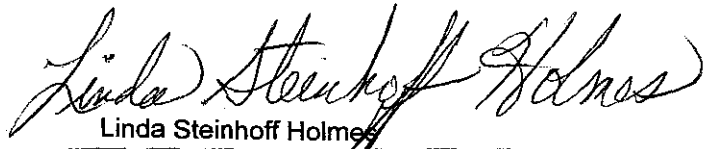
1 from my other tenants that defendant threatens them with violence. My other tenants have complained  
2 to me that the threats of violence directly compromise their safety. Furthermore, my other tenants have  
3 complained that defendant commits other conduct that disturbs others, including making loud noises,  
4 playing music loudly, and intentionally running his unit's hot water continuously in order to exhaust the  
5 building's water boiler's capacity. Such conduct interferes with the other tenants' efforts to shelter in  
6 place during this time.

8 4. Early this year, defendant threatened to kill me and attempted to grab me when I was on  
9 site to coordinate repairs. I called the San Francisco Police Department to report this incident, and I was  
10 advised by them to avoid contact with defendant and stay away from the subject premises. Recently, I  
11 was informed that intentional damage was done to the premises. Defendant's conduct compromises my  
12 ability to provide essential maintenance or other housing services for the building. This unlawful  
13 detainer action is necessary for me to ensure the safety of myself and of my maintenance workers, so  
14 that I can provide a safe habitation for my tenants to shelter in place.

17 5. I ask that the court finds that the instant unlawful detainer action is necessary to protect  
18 the health and safety of the public and allow the matter to proceed.

20 6. I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct and can personally testify thereto.

22 Dated: April 27, 2020

23   
24 Linda Steinhoff Holmes  
25 Linda Steinhoff Holmes  
26 Plaintiff  
27  
28  
29

### 3-DAY NOTICE TO QUIT

TO: Daniel Feldman, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following premises:

884 14<sup>th</sup> Street

City and County of San Francisco, State of California,  
including all garage(s), storage and common areas.

PLEASE TAKE NOTICE that you are hereby required to quit and deliver up to the undersigned the possession of the above-described premises now held and occupied by you. You have committed or permitted to exist a nuisance in the rental unit and in and about the common areas of the complex containing the rental unit, or are creating an unreasonable interference with the comfort, safety or enjoyment of other residents of the same building and the surrounding community. Your nuisance behavior is severe, continuing and/or recurring in nature. The nuisance, which is landlord's dominant motive for recovering possession of the premises, exists as follows:

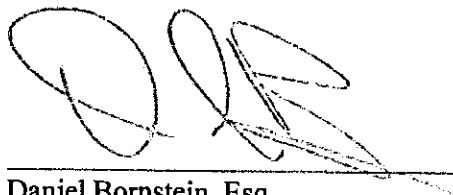
**May, 2013 - Present:** At all hours of the day and night, you scream, bang the floor, yell obscenities, play music at extremely loud volume, causing your neighbors to be fearful and disturbed. On two separate occasions, you have vandalized the building by causing the window of your front door to break. Your misconduct has resulted in the landlord and a building resident to seek SF Police intervention to stop your behavior. You have repeatedly threatened to kill the owner with a machete and to kill the other building resident by using a gun. You have attempted to physically attack the owner and only stopped when others restrained you.

NOTICE IS HEREBY GIVEN THAT you are required within three (3) days from the date of service on you of this notice to remove from and deliver up possession of the above-described premises to the landlord's duly authorized agent: Daniel Bornstein, Esq., Bornstein Law, 507 Polk Street, Suite 310, San Francisco, CA 94102, Phone: (415) 409-7611, who is authorized to receive possession of said premises, or the undersigned will institute legal proceedings against you to (1) recover possession of the above-described premises; and (2) recover rents and such damages, court costs and attorneys' fees, according to the terms of your lease or rental agreement and/or as permitted by law.

POSSESSION of the premises is sought pursuant to California Code of Civil Procedure § 1161(4): maintaining, committing, or permitting the maintenance or commission of a nuisance upon the premises. POSSESSION of the premises is sought pursuant to San Francisco Administrative Code § 37.9(a)(3): The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or other tenants in the building, the activities are severe, continuing or recurring in nature and the nature of such nuisance, damage or interference is specifically stated by the landlord in the writing as required by Section 37.9(c).

If the tenancy terminates pursuant to this notice, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the owner/agent to request an initial inspection.

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033.



Daniel Bornstein, Esq.  
Bornstein Law  
Attorneys and Duly Authorized Agent for Landlord

Holmes

cc: SF Rent Board

12-3-19  
Exhibit A



## San Francisco Residential Rent Stabilization and Arbitration Board

### **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### **NOTICE TO TENANT (English)**

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at [www.sfrb.org](http://www.sfrb.org).

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at [www.sfmohcd.org](http://www.sfmohcd.org) for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **NOTIFICACIÓN AL INQUILINO (Spanish)**

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en [www.sfrb.org](http://www.sfrb.org).

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en [www.sfmohcd.org](http://www.sfmohcd.org) para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)**

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web [www.sfrb.org](http://www.sfrb.org).

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ [www.sfmohcd.org](http://www.sfmohcd.org) để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco (San Francisco Housing Resource Guide)* tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



## **San Francisco Residential Rent Stabilization and Arbitration Board**

# **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

### **租客通知 (Chinese)**

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00 (節假日除外)。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：[www.sfrb.org](http://www.sfrb.org)。

您可能有資格申請可負擔房屋計劃和公寓。請上網 [www.sfmohcd.org](http://www.sfmohcd.org) 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

### **УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)**

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте [www.sfrb.org](http://www.sfrb.org).

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («МОHCD»), [www.sfmohcd.org](http://www.sfmohcd.org), где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

### **ABISO SA NANGUNGUPAHAN (Filipino)**

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa [www.sfrb.org](http://www.sfrb.org).

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa [www.sfmohcd.org](http://www.sfmohcd.org) para sa karagdang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng burnutan). Para sa karagdang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.

Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
Bornstein Law  
507 Polk Street, Suite 310  
San Francisco, CA 94102  
Telephone: (415) 409-7611  
Facsimile: (415) 463-2349

Attorneys for Plaintiff  
Linda Steinhoff Holmes

ELECTRONICALLY  
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**05/06/2020**  
Clerk of the Court  
BY: ERNALYN BURA  
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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN FRANCISCO  
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LINDA STEINHOFF HOLMES,

Plaintiff,

vs.

DANIEL FELDMAN, ET AL.,

Defendants.

) Case Number: CUD-19-666401  
)  
) James Severance's Declaration in Support of Ex  
) Parte Application for Order Authorizing Entry of  
) Default and Default Judgment  
)  
)  
)  
)  
)

I, James Severance, declare as follows:

1. I am a tenant in the building wherein defendant Daniel Feldman resides. All facts stated herein are within my personal knowledge. If called to testify to those facts, I could and would do so competently.

2. Defendant lives below me and has threatened me with physical violence numerous times in the past and I fear that he may harm me in the future. On one occasion, he threatened to kill me, and on another occasion he threatened to get his gun. He screamed from his apartment that he would get his gun and threatened to kill me. He has also sent me many threatening emails for complaining to the landlord and the police about the noise constantly emanating from his flat. On most occasions when I ask him to turn it down, he turns it up instead. These aggressive behaviors are not outliers, but rather, he

1 has been screaming threats and foul language at me throughout his entire tenancy. He acts irrationally,  
2 aggressively, and has engaged in a campaign of terror and harassment toward me, other neighbors, and  
3 our landlord. He often violently bangs a pipe or bat or stick on his ceiling (my floor), following me  
4 around as I go up and down the hallway and into my bedroom. On multiple occasions, he even banged  
5 the device when I woke up and went to the bathroom or get a glass of water in the middle of the night  
6 around 3 am or 4 am. On other occasions, he had banged the device while I cleaned the floors in the  
7 house. I do not feel safe living in the same building as him.  
8

9  
10 3. Defendant interferes with my ability to safely shelter in place in my unit by making  
11 excessive noise and disturbances. Aside from the outbursts of violent threats he yells from his unit,  
12 defendant also played techno music and talked loudly every day for about 10 to 15 hours per day. When  
13 I complained, he threatened to retaliate verbally and in writing on multiple occasions. On one occasion,  
14 I called the police because of the loud music. When the police officers arrived, defendant had an  
15 emotional outburst and claimed in front of the police officers that he would play music loud and as often  
16 as he wanted and that there was nothing I could do about it.  
17

18 4. Defendant also endangers the safety of everyone in the building by inviting numerous  
19 strangers to his rental unit, and his invitees often loiter on and about our apartment building. I witnessed  
20 numerous strangers freely go in and out of his apartment. I have observed that oftentimes they would  
21 loiter about the porch common area. These invitees have harassed me in the past, including knocking on  
22 my door late at night seeking the whereabouts of defendant. They were rude and aggressive to me, and I  
23 have observed that some of them were visibly on drugs and appeared to be vagrants or from halfway  
24 homes. On virtually every night of the month, I have to hear the defendant engage in loud partying and  
25 loud talking late into the night with the strangers he invites over. I also found a handwritten note from  
26 someone seeking sex from defendant in exchange for sexual favors. The note was left on a stoop near  
27  
28  
29



1 defendant's apartment. A true and correct picture of the hand written note which I took on or about a  
2 year ago is attached hereto and incorporated by reference as Exhibit A. I feel my health and safety is at  
3 risk because defendant invites rude and aggressive strangers to congregate on or about our building.  
4

5 5. Defendant also causes damage to the premises. I heard him slam his apartment door so  
6 hard that the window on it shattered. A true and correct picture of defendant's broken door I took on or  
7 about December, 2019 is attached hereto and incorporated by reference as Exhibit B. One evening, a  
8 stranger rang my doorbell and knocked on my door in the middle of the night. The stranger woke me up  
9 and asked me if defendant was present. I told him that he had the wrong unit and sent him away.  
10 Immediately, the next morning, I noticed that my rental unit's lettering was removed from my door. I  
11 believe that defendant or his guest defaced my door in retaliation. I feel that defendant compromises the  
12 safety of my home by causing damage to the premises with rampant disregard.  
13  
14

15 6. I ask that the court finds that the instant unlawful detainer action is necessary to protect  
16 the health and safety of the public and allow the matter to proceed.

17 7. I declare under penalty of perjury under the laws of the State of California that the  
18 foregoing is true and correct and can personally testify thereto.  
19

20 Dated: May 4, 2020

21  
22   
James Severance  
Tenant  
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26  
27  
28  
29



How do I get  
entrance to  
your abode?

+ bb sex 10/your  
ans?

Blowing 2 meth..

♡ BDT

4/3689428

at home 1999  
@ Cleveland  
com

ExA



884

EX 83

Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
Bornstein Law  
507 Polk Street, Suite 310  
San Francisco, CA 94102  
Telephone: (415) 409-7611  
Facsimile: (415) 463-2349

Attorneys for Plaintiff  
Linda Steinhoff Holmes

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**05/06/2020**  
Clerk of the Court  
BY: ERNALYN BURA  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN FRANCISCO  
- LIMITED CIVIL JURISDICTION -

LINDA STEINHOFF HOLMES,

Plaintiff,

vs.

DANIEL FELDMAN, ET AL.,

Defendants.

) Case Number: CUD-19-666401  
)  
) Reggie Snowden's Declaration in Support of Ex  
) Parte Application for Order Authorizing Entry of  
) Default and Default Judgment  
)  
)  
)  
)  
)  
)

I, Reggie Snowden, declare as follows:

1. I am a tenant in the building wherein defendant Daniel Feldman resides. All facts stated herein are within my personal knowledge. If called to testify to those facts, I could and would do so competently.

2. I have resided in the building since 1994, and I can attest that Defendant has a history of acting aggressively and irrationally. In one specific incident, I personally overheard defendant screamed loudly at my neighbor James Severance and threatened to kill him. Other than this incident, I frequently and regularly hear defendant yell loudly and aggressively inside his rental unit. On many occasions, I have heard him rant so loudly that I can hear him in my home, which is located two floors up. He has also harassed me by sending me constant text messages even when I asked him to cease.

1           3.     Defendant also endangers the safety of everyone in the building by inviting numerous  
2 strangers to his rental unit, and his invitees often loiter on and about our apartment building. I have  
3 observed that strangers often freely go in and out of his apartment. Oftentimes they would loiter about  
4 our building's porch common area. I have witnessed defendant's invitees harassing other tenants in our  
5 building, including aggressively knocking on other tenants' doors late at night seeking the whereabouts  
6 of defendant. They are rude and aggressive to me and to other tenants in the building. Defendant would  
7 engage in loud partying late into the night with the strangers he invites over. I have heard them engage  
8 in loud sexual activity without making any efforts to minimize the noise they make. The loud sexual  
9 and party noises often emanate into my home and disturb me. I have overheard loud noises and  
10 conversations that sounded like defendant and his guests were producing a pornographic film. I feel my  
11 health and safety is at risk because defendant invites strangers to congregate on or about our building.  
12

13  
14           4.     Defendant also causes damage to the premises. I have seen the window on this door  
15 broken on multiple occasions.  
16

17           5.     I ask that the court finds that the instant unlawful detainer action is necessary to protect  
18 the health and safety of the public and allow the matter to proceed.  
19

20           6.     I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct and can personally testify thereto.

22 Dated: April 22, 2020  
23

24 \_\_\_\_\_  
25 Reggie Snowden  
26 Tenant  
27  
28  
29

1           3.     Defendant also endangers the safety of everyone in the building by inviting numerous  
2 strangers to his rental unit, and his invitees often loiter on and about our apartment building. I have  
3 observed that strangers often freely go in and out of his apartment. Oftentimes they would loiter about  
4 our building's porch common area. I have witnessed defendant's invitees harassing other tenants in our  
5 building, including aggressively knocking on other tenants' doors late at night seeking the whereabouts  
6 of defendant. They are rude and aggressive to me and to other tenants in the building. Defendant would  
7 engage in loud partying late into the night with the strangers he invites over. I have heard them engage  
8 in loud sexual activity without making any efforts to minimize the noise they make. The loud sexual  
9 and party noises often emanate into my home and disturb me. I have overheard loud noises and  
10 conversations that sounded like defendant and his guests were producing a pornographic film. I feel my  
11 health and safety is at risk because defendant invites strangers to congregate on or about our building.  
12

13  
14           4.     Defendant also causes damage to the premises. I have seen the window on this door  
15 broken on multiple occasions.  
16

17           5.     I ask that the court finds that the instant unlawful detainer action is necessary to protect  
18 the health and safety of the public and allow the matter to proceed.  
19

20           6.     I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct and can personally testify thereto.

22 Dated: April 22, 2020

23  
24   
25 Reggie Snowden  
26 Tenant  
27  
28  
29

1 Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
2 Bornstein Law  
507 Polk Street, Suite 310  
3 San Francisco, CA 94102  
Telephone: (415) 409-7611  
4 Facsimile: (415) 463-2349

5 Attorneys for Plaintiff  
Linda Steinhoff Holmes  
6

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**05/06/2020**  
Clerk of the Court  
BY: ERNALYN BURA  
Deputy Clerk

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF SAN FRANCISCO - LIMITED CIVIL JURISDICTION -

11 LINDA STEINHOFF HOLMES,

12 Plaintiff,

13 vs.

14 DANIEL FELDMAN, ET AL.,

15 Defendants.  
16  
17  
18

) Case Number: CUD-19-666401

) EX PARTE APPLICATION FOR ORDER  
) AUTHORIZING ENTRY OF DEFAULT AND  
) DEFAULT JUDGMENT

) Date: May 8, 2020

) Time: 9:00 a.m.

) Location: Courtroom 501

) Judge: Hon. Charles F. Haines

) Case Filed: July 19, 2019

19 APPLICATION

20 I, Daniel Cheung, hereby apply on behalf of plaintiff in the above-captioned matter for an order  
21 authorizing the entry of default and default judgment against defendant Daniel Feldman. The instant  
22 action is necessary to protect public health and safety and defendant has not appeared in the action within  
23 the time provided by the court's March 26, 2020 order.  
24

25 DECLARATION

26 I, Daniel Cheung, declare as follows:  
27

28 1. I am admitted to practice law before all of the courts of California and am an attorney of record  
29 herein for plaintiff.



1           2. The premises at issue in this unlawful detainer action are located at 884 14<sup>th</sup> Street, City and  
2 County of San Francisco, ZIP Code: 94114, State of California. The instant matter is predicated on  
3 defendant's nuisance conduct, including assaulting and/or making death threats to his elderly landlord and  
4 his neighbors. A true and correct copy of the subject 3-Day Notice to Quit delineating the basis for the  
5 instant action is attached hereto as Exhibit A.  
6

7           3. On March 26, 2020, the court, having overruled defendant's demurrer to the complaint, issued  
8 an order giving defendant five days from the notice of the order to file and serve his answer. Plaintiff  
9 served and filed the Notice of Entry of March 26, 2020 Order Re: Demurrer to Complaint on April 6,  
10 2020. A true and correct copy of the notice of entry of order and its proof of service is attached hereto as  
11 Exhibit B. According, defendant has until April 13, 2020 to file his answer.  
12

13           4. As of today, May 6, 2020, defendant has not filed his answer, and thus has not appeared in the  
14 action within the time provided by the court's March 26, 2020 order.  
15

16           5. The instant action is necessary to protect public health and safety. Defendant's nuisance  
17 conduct threatens the health and safety of his landlord and his neighbors. (See Declaration of Plaintiff  
18 Linda Steinhoff Holmes, James Severance, and Reggie Snowden).  
19  
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1           6. In accordance with Emergency Rule 1 of the California Rules of Court, adopted April 6, 2020,  
2 plaintiff requests the court to find that the instant action is necessary to protect public health and safety,  
3 and to authorize the entry of default and default judgment against defendant. A true and correct copy of  
4 plaintiff's request for entry of default and default judgment is attached hereto as Exhibit C.  
5

6           7. On Wednesday, May 6, 2020., I provided defendant telephonic notice of this hearing. I called  
7 and left a message on defendant's voicemail, informing him of the time, date location, and nature of this  
8 hearing.  
9

10           8. I declare under penalty of perjury under the laws of the State of California that the foregoing  
11 is true and correct and can personally testify thereto.  
12

13 Dated: May 6, 2020

Bornstein Law

14  
15 By:

16   
17 Daniel Cheung  
18 Attorneys for Plaintiff  
19  
20  
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### 3-DAY NOTICE TO QUIT

TO: Daniel Feldman, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following premises:

884 14<sup>th</sup> Street

City and County of San Francisco, State of California,  
including all garage(s), storage and common areas.

PLEASE TAKE NOTICE that you are hereby required to quit and deliver up to the undersigned the possession of the above-described premises now held and occupied by you. You have committed or permitted to exist a nuisance in the rental unit and in and about the common areas of the complex containing the rental unit, or are creating an unreasonable interference with the comfort, safety or enjoyment of other residents of the same building and the surrounding community. Your nuisance behavior is severe, continuing and/or recurring in nature. The nuisance, which is landlord's dominant motive for recovering possession of the premises, exists as follows:

**May, 2013 - Present:** At all hours of the day and night, you scream, bang the floor, yell obscenities, play music at extremely loud volume, causing your neighbors to be fearful and disturbed. On two separate occasions, you have vandalized the building by causing the window of your front door to break. Your misconduct has resulted in the landlord and a building resident to seek SF Police intervention to stop your behavior. You have repeatedly threatened to kill the owner with a machete and to kill the other building resident by using a gun. You have attempted to physically attack the owner and only stopped when others restrained you.

NOTICE IS HEREBY GIVEN THAT you are required within three (3) days from the date of service on you of this notice to remove from and deliver up possession of the above-described premises to the landlord's duly authorized agent: Daniel Bornstein, Esq., Bornstein Law, 507 Polk Street, Suite 310, San Francisco, CA 94102, Phone: (415) 409-7611, who is authorized to receive possession of said premises, or the undersigned will institute legal proceedings against you to (1) recover possession of the above-described premises; and (2) recover rents and such damages, court costs and attorneys' fees, according to the terms of your lease or rental agreement and/or as permitted by law.

POSSESSION of the premises is sought pursuant to California Code of Civil Procedure § 1161(4): maintaining, committing, or permitting the maintenance or commission of a nuisance upon the premises. POSSESSION of the premises is sought pursuant to San Francisco Administrative Code § 37.9(a)(3): The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or other tenants in the building, the activities are severe, continuing or recurring in nature and the nature of such nuisance, damage or interference is specifically stated by the landlord in the writing as required by Section 37.9(c).

If the tenancy terminates pursuant to this notice, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the owner/agent to request an initial inspection.

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033.

12-3-19

lomes

c: SF Rent Board



Daniel Bornstein, Esq.

Bornstein Law

Attorneys and Duly Authorized Agent for Landlord

Exhibit A



## San Francisco Residential Rent Stabilization and Arbitration Board

### **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### **NOTICE TO TENANT (English)**

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at [www.sfrb.org](http://www.sfrb.org).

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at [www.sfmohcd.org](http://www.sfmohcd.org) for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **NOTIFICACIÓN AL INQUILINO (Spanish)**

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en [www.sfrb.org](http://www.sfrb.org).

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en [www.sfmohcd.org](http://www.sfmohcd.org) para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)**

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web [www.sfrb.org](http://www.sfrb.org).

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ [www.sfmohcd.org](http://www.sfmohcd.org) để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco (San Francisco Housing Resource Guide)* tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



## San Francisco Residential Rent Stabilization and Arbitration Board

# Notice to Tenant Required by Rent Ordinance §37.9(c)

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

### 租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：[www.sfrb.org](http://www.sfrb.org)。

您可能有資格申請可負擔房屋計劃和公寓。請上網 [www.sfmohcd.org](http://www.sfmohcd.org) 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

### УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте [www.sfrb.org](http://www.sfrb.org).

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («MOHCD»), [www.sfmohcd.org](http://www.sfmohcd.org), где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

### ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa [www.sfrb.org](http://www.sfrb.org).

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa [www.sfmohcd.org](http://www.sfmohcd.org) para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwereng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.

Attorneys for Plaintiff

LINDA STEINHOFF HOLMES,

Plaintiff,

vs.

DANIEL FELDMAN, ET AL.,

Defendants.

) Case Number: CUD-19-666401

) NOTICE OF ENTRY OF MARCH 26, 2020  
 ) ORDER RE: DEMURRER TO  
 ) COMPLAINT

TO DEFENDANT, EACH PARTY HERETO AND TO THEIR ATTORNEYS OF RECORD:

On March 26, 2020, the court issued and entered the attached order. A true and correct copy of the order is attached herewith as Exhibit A and hereby incorporated by this reference.

Date: April 3, 2020

By:

## Bornstein Law

Daniel Cheung  
Attorneys for Plaintiff

 $E_x B$

ENDORSED  
FILED  
San Francisco County Superior Court

MAR 26 2020

CLERK OF THE COURT  
BY: ANNIE PASCUAL  
Deputy Clerk

1 Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
2 Bornstein Law  
507 Polk Street, Suite 310  
3 San Francisco, CA 94102-3339  
Telephone: (415) 409-7611

4 Attorneys for Plaintiff  
5

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA

7 IN AND FOR THE COUNTY OF SAN FRANCISCO

8 - LIMITED CIVIL JURISDICTION -  
9

10 LINDA STEINOFF HOLMES,  
11

12 Plaintiff,

13 vs.

14 DANIEL FELDMAN, et al.,  
15

16 Defendants.  
17  
18

) Case Number: CUD19666401  
)

) ORDER RE: DEMURRER AND MOTION  
) TO STRIKE PLAINTIFF'S 1<sup>ST</sup> AMENDED  
) COMPLAINT.  
)

) Date: March 26, 2020

) Time: 9:30 a.m.

) Location: Department 501

) Judge: Hon. Charles F. Haines  
)  
)

19  
20 The demurrer to complaint of defendants for the order hereinafter made came on for  
21 hearing this March 26, 2020, the Honorable Charles F. Haines, judge presiding. On proof  
22 being made to the satisfaction of the Court, and good cause appearing therefore:  
23  
24

25 ///

26 ///

27 ///

Exhibit A

1 IT IS HEREBY ORDERED that defendant's demurrer to plaintiff's 1<sup>st</sup> amended  
2 complaint is OVERRULED. Plaintiff's 1<sup>st</sup> Amended Complaint sufficiently states a cause of  
3 action for unlawful detainer and is not uncertain. Defendant's Motion to Strike is denied.  
4 Plaintiff sufficiently alleged conduct constituting a nuisance under SFRO § 37.9(a)(3).  
5 Defendant has five (5) days from notice of this order to file and serve defendant's answer.  
6  
7

8  
9 Dated: 3/26/20

10 Judge of the above-entitled court  
11 CHARLES F. HADY  
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ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME) AND ADDRESS <b>BORNSTEIN LAW</b> <b>507 POLK STREET #310</b> <b>SAN FRANCISCO, CA 94102</b>		TELEPHONE NO. <b>(415) 409-7611</b>		FOR COURT USE ONLY	
		REFERENCE NUMBER <b>00278358-01</b>			
ATTORNEY FOR (NAME)					
Insert name of court, judicial district or branch court, if any, and post office and street address <b>SAN FRANCISCO SUPERIOR COURT,</b> <b>SAN FRANCISCO, CA 94102</b>					
SHORT NAME OF CASE <b>HOLMES vs. FELDMAN</b>					
<b>PROOF OF SERVICE</b>		DATE:	TIME:	DEPT/DIV:	CASE NUMBER: <b>CUD-19-666401</b>

I am and was on the dates herein mentioned over the age of eighteen years and not a party to this action;

I served the:

NOTICE OF ENTRY OF MARCH 26, 2020 ORDER RE: DEMURRER TO COMPLAINT

Name: DANIEL FELDMAN

Person Served: NO ANSWER AT THE DOOR.

Title: LEFT PAPERS AT THE DOOR.

Date of Delivery: April 6, 2020 HDATE:

Time of Delivery: 04:20 pm

Place of Service: 884 14TH ST.  
SAN FRANCISCO, CA 94114

(Residence)

Manner of Service:

- By Personally Delivering copies to the person on whom the service is required.

JUDICIAL COUNCIL FORM, RULE #982 (A)(23)

☒ Registered: . . . San Francisco . . . County,  
Number: . . . 2019-0001016 . . . . .  
Expiration Date: 05/13/2021

PREFERRED LEGAL SERVICES, INC.  
601 Van Ness Ave, Suite J  
San Francisco, CA 94102  
(415) 892-2250

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

on: . . . April 9, 2020 . . . . .  
at: . . . San Francisco . . . . . California.

Signature:

Name: JERRY TOPOLOS

ATTORNEY OR PARTY WITHOUT ATTORNEY:

STATE BAR NO:

FOR COURT USE ONLY

NAME: Daniel Cheung (SBN 264971)

FIRM NAME: Bornstein Law

STREET ADDRESS: 507 Polk Street, Suite 310

CITY: San Francisco

TELEPHONE NO.: (415) 409-7611

E-MAIL ADDRESS:

STATE: CA ZIP CODE: 94102-3396

FAX NO.: (415) 463-2349

ATTORNEY FOR (name): Linda Steinhoff Holmes

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco

STREET ADDRESS: 400 McAllister Street

MAILING ADDRESS: 400 McAllister Street

CITY AND ZIP CODE: San Francisco, CA 94102

BRANCH NAME: Civic Center Courthouse

Plaintiff/Petitioner: Linda Steinhoff Holmes

Defendant/Respondent: Daniel Feldman

REQUEST FOR ☒ Entry of Default ☒ Clerk's Judgment  
(Application) ☐ Court Judgment

CASE NUMBER:

CUD-19-666401

Not for use in actions under the Fair Debt Buying Practices Act (Civ. Code, § 1788.50 et seq.) (see CIV-105)

1. TO THE CLERK: On the complaint or cross-complaint filed

a. on (date): 12/12/2019 amended on 2/20/2020

b. by (name): Linda Steinhoff Holmes

c. ☒ Enter default of defendant (names): Daniel Feldmaman, All Unnamed Occupantsd. ☐ I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names):

(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)

e. ☒ Enter clerk's judgment(1) ☒ for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)☒ Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The Prejudgment Claim of Right to Possession was served in compliance with Code of Civil Procedure section 415.46.(2) ☐ under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)(3) ☐ for default previously entered on (date):

2. Judgment to be entered.

	Amount	Credits acknowledged	Balance
a. Demand of complaint.....	\$	\$	\$
b. Statement of damages*			
(1) Special .....	\$	\$	\$
(2) General .....	\$	\$	\$
c. Interest .....	\$	\$	\$
d. Costs (see reverse) .....	\$	\$	\$
e. Attorney fees .....	\$	\$	\$
f. TOTALS .....	\$	\$	\$

g. Daily damages were demanded in complaint at the rate of: \$

93.33 per day beginning (date): 1/1/20

(\* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11.)

3. ☒ (Check if filed in an unlawful detainer case.) Legal document assistant or unlawful detainer assistant information is on the reverse (complete item 4).

Date: 5/6/2020

Daniel Cheung (SBN 264971)

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

FOR COURT  
USE ONLY(1) ☐ Default entered as requested on (date):(2) ☐ Default NOT entered as requested (state reason):

Clerk, by \_\_\_\_\_, Deputy

Page 1 of 2



Plaintiff/Petitioner: Linda Steinhoff Holmes  
 Defendant/Respondent: Daniel Feldman

CASE NUMBER:  
 CUD-19-666401

4. **Legal document assistant or unlawful detainer assistant (Bus. & Prof. Code, § 6400 et seq.).** A legal document assistant or unlawful detainer assistant ☐ did ☒ did **not** for compensation give advice or assistance with this form. If declarant has received **any** help or advice for pay from a legal document assistant or unlawful detainer assistant, state:

- a. Assistant's name: c. Telephone no.:  
 b. Street address, city, and zip code: d. County of registration:  
 e. Registration no.:  
 f. Expires on (date):

5. ☒ **Declaration under Code Civ. Proc., § 585.5 (for entry of default under Code Civ. Proc., § 585(a)).** This action  
 a. ☐ is ☒ is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).  
 b. ☐ is ☒ is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).  
 c. ☐ is ☒ is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).

6. **Declaration of mailing (Code Civ. Proc., § 587).** A copy of this *Request for Entry of Default* was

- a. ☐ **not mailed** to the following defendants, whose addresses are unknown to plaintiff or plaintiff's attorney (names):  
 b. ☒ **mailed** first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:  
 (1) Mailed on (date): (2) To (specify names and addresses shown on the envelopes):  
 Daniel Feldman, 884 14th Street, San Francisco, CA 94114

All Unnamed Occupants, 884 14th Street, San Francisco, CA 94114

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.  
 Date: 5/6/2020

Daniel Cheung (SBN 264971)

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

7. **Memorandum of costs (required if money judgment requested).** Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):

- a. Clerk's filing fees ..... \$  
 b. Process server's fees ..... \$  
 c. Other (specify): ..... \$  
 d. .... \$  
 e. **TOTAL** ..... \$

f. ☐ Costs and disbursements are waived.

g. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
 Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

8. **Declaration of nonmilitary status (required for a judgment).** No defendant named in item 1c of the application is in the military service as that term is defined by either the Servicemembers Civil Relief Act, 50 U.S.C. App. § 3911(2), or California Military and Veterans Code sections 400 and 402(f).

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

Date: 5/6/2020

Daniel Cheung (SBN 264971)

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)



ENDORSED  
FILED  
San Francisco County Superior Court

MAR 26 2020

CLERK OF THE COURT

BY: ANNIE PASCUAL  
Deputy Clerk

1 Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
2 Bornstein Law  
507 Polk Street, Suite 310  
3 San Francisco, CA 94102-3339  
Telephone: (415) 409-7611

4 Attorneys for Plaintiff  
5

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA

7 IN AND FOR THE COUNTY OF SAN FRANCISCO

8 - LIMITED CIVIL JURISDICTION -  
9

10 LINDA STEINOFF HOLMES,  
11

12 Plaintiff,

13 vs.

14 DANIEL FELDMAN, et al.,  
15

16 Defendants.  
17  
18

) Case Number: CUD19666401  
)

) ORDER RE: DEMURRER AND MOTION  
) TO STRIKE PLAINTIFF'S 1<sup>ST</sup> AMENDED  
) COMPLAINT.  
)

) Date: March 26, 2020  
) Time: 9:30 a.m.  
) Location: Department 501  
) Judge: Hon. Charles F. Haines  
)  
)  
)

19  
20 The demurrer to complaint of defendants for the order hereinafter made came on for  
21 hearing this March 26, 2020, the Honorable Charles F. Haines, judge presiding. On proof  
22 being made to the satisfaction of the Court, and good cause appearing therefore:  
23  
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Exhibit A

1 IT IS HEREBY ORDERED that defendant's demurrer to plaintiff's 1<sup>st</sup> amended  
2 complaint is OVERRULED. Plaintiff's 1<sup>st</sup> Amended Complaint sufficiently states a cause of  
3 action for unlawful detainer and is not uncertain. Defendant's Motion to Strike is denied.  
4 Plaintiff sufficiently alleged conduct constituting a nuisance under SFRO § 37.9(a)(3).  
5 Defendant has five (5) days from notice of this order to file and serve defendant's answer.  
6  
7

8  
9 Dated: 3/24/20

10 Judge of the above-entitled court  
11 CHARLES F. HART  
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ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS) <b>BORNSTEIN LAW</b> <b>507 POLK STREET #310</b> <b>SAN FRANCISCO, CA 94102</b>		TELEPHONE NO. <b>(415) 409-7611</b>	FOR COURT USE ONLY	
		REFERENCE NUMBER <b>00278358-01</b>		
ATTORNEY FOR (NAME)				
Insert name of court, judicial district or branch court, if any, and post office and street address <b>SAN FRANCISCO SUPERIOR COURT,</b> <b>SAN FRANCISCO, CA 94102</b>				
SHORT NAME OF CASE <b>HOLMES vs. FELDMAN</b>				
<b>PROOF OF SERVICE</b>	DATE:	TIME:	DEPT/DIV:	CASE NUMBER: <b>CUD-19-666401</b>

I am and was on the dates herein mentioned over the age of eighteen years and not a party to this action;

I served the:

**NOTICE OF ENTRY OF MARCH 26, 2020 ORDER RE: DEMURRER TO COMPLAINT**

**Name: DANIEL FELDMAN**

**Person Served: NO ANSWER AT THE DOOR.**

**Title: LEFT PAPERS AT THE DOOR.**

**Date of Delivery: April 6, 2020 HDATE:**

**Time of Delivery: 04:20 pm**

**Place of Service: 884 14TH ST.**  
**SAN FRANCISCO, CA 94114**

**(Residence)**

**Manner of Service:**

**- By Personally Delivering copies to the person on whom the service is required.**

JUDICIAL COUNCIL FORM, RULE #982 (A)(23)

☒ Registered: . . . **San Francisco** . . . County,  
Number: . . . **2019-0001016** . . .  
Expiration Date: **05/13/2021**

**PREFERRED LEGAL SERVICES, INC.**  
**601 Van Ness Ave, Suite J**  
**San Francisco, CA 94102**  
**(415) 882-2250**

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

on: . . . **April 9, 2020** . . .  
at: . . . **San Francisco** . . . , California.

Signature:   
Name: **JERRY TOPOLOS**

Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
Bornstein Law  
507 Polk Street, Suite 310  
San Francisco, CA 94102  
Telephone: (415) 409-7611  
Facsimile: (415) 463-2349

Attorneys for Plaintiff  
Linda Steinhoff Holmes

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**05/11/2020**  
Clerk of the Court  
BY: ERNALYN BURA  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO - LIMITED CIVIL JURISDICTION -

LINDA STEINHOFF HOLMES,

Plaintiff,

vs.

DANIEL FELDMAN, ET AL.,

Defendants.

Case Number: CUD-19-666401

EX PARTE APPLICATION FOR ORDER  
FINDING THE INSTANT ACTION  
NECESSARY FOR PROTECTION OF PUBLIC  
HEALTH AND SAFETY

Date: May 13, 2020

Time: 9:00 a.m.

Location: Courtroom 501

Judge: Hon. Charles F. Haines

Case Filed: July 19, 2019

APPLICATION

I, Daniel Cheung, hereby apply on behalf of plaintiff in the above-captioned matter for an order to find that the instant matter is necessary to protect public health and safety, and to direct defendant to file his answer by May 18, 2020. If defendant fails to file his answer as ordered, Plaintiff accordingly asks the court to direct and authorize the default clerk to process request(s) for entry of default and default judgment against defendant Daniel Feldman and all unnamed occupants after May 18, 2020.

DECLARATION

I, Daniel Cheung, declare as follows:

1. I am admitted to practice law before all of the courts of California and am an attorney of record herein for plaintiff.

2. The premises at issue in this unlawful detainer action are located at 884 14<sup>th</sup> Street, City and County of San Francisco, ZIP Code: 94114, State of California. The instant matter is predicated on defendant's nuisance conduct, including assaulting and/or making death threats to his elderly landlord and his neighbors. A true and correct copy of the subject 3-Day Notice to Quit delineating the basis for the instant action is attached hereto as Exhibit A.

3. On March 26, 2020, the court, having overruled defendant's demurrer to the complaint, issued an order giving defendant five days from the notice of the order to file and serve his answer. Plaintiff served and filed the Notice of Entry of March 26, 2020 Order Re: Demurrer to Complaint on April 6, 2020. Because the process server's proof of service was unclear, plaintiff re-served the notice of entry of order May 11, 2020 in order to ensure that defendant was legally served. A true and correct copy of the notice of entry of order served on May 11, 2020 and its proof of service is attached hereto as Exhibit B. According, defendant has until May 18, 2020 to file his answer.

4. As of today, May 11, 2020, defendant has not filed his answer.

5. The instant action is necessary to protect public health and safety. Defendant's nuisance conduct threatens the health and safety of his landlord and his neighbors. (See Declaration of Plaintiff Linda Steinhoff Holmes, James Severance, and Reggie Snowden).

1           6. In accordance with Emergency Rule 1 of the California Rules of Court, adopted April 6, 2020,  
2 plaintiff requests the court to find that the instant action is necessary to protect public health and safety,  
3 and therefore exempt from the stay under Emergency Rule 1. Accordingly, plaintiff requests an order  
4 directing defendant to file and serve his answer by May 18, 2020. Plaintiff also requests, if defendant fails  
5 to file his answer as ordered, that the court authorize the default clerk to enter default and default judgment  
6 against defendant, provided all other requirements for default and default judgment are met.  
7

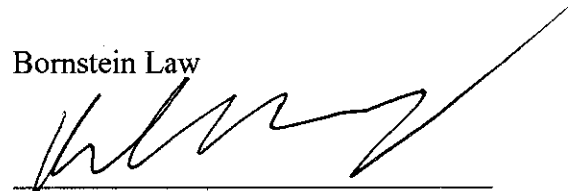
8           7. On Wednesday, May 11, 2020., I provided defendant telephonic notice of this hearing. I called  
9 and left a message on defendant's voicemail, informing him of the time, date location, and nature of this  
10 hearing.  
11

12           8. I declare under penalty of perjury under the laws of the State of California that the foregoing  
13 is true and correct and can personally testify thereto.  
14

15  
16 Dated: May 11, 2020

Bornstein Law

17  
18 By:

  
Daniel Cheung  
Attorneys for Plaintiff



### 3-DAY NOTICE TO QUIT

TO: **Daniel Feldman**, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following premises:

**884 14<sup>th</sup> Street**

City and County of San Francisco, State of California,  
including all garage(s), storage and common areas.

PLEASE TAKE NOTICE that you are hereby required to quit and deliver up to the undersigned the possession of the above-described premises now held and occupied by you. You have committed or permitted to exist a nuisance in the rental unit and in and about the common areas of the complex containing the rental unit, or are creating an unreasonable interference with the comfort, safety or enjoyment of other residents of the same building and the surrounding community. Your nuisance behavior is severe, continuing and/or recurring in nature. The nuisance, which is landlord's dominant motive for recovering possession of the premises, exists as follows:

**May, 2013 - Present:** At all hours of the day and night, you scream, bang the floor, yell obscenities, play music at extremely loud volume, causing your neighbors to be fearful and disturbed. On two separate occasions, you have vandalized the building by causing the window of your front door to break. Your misconduct has resulted in the landlord and a building resident to seek SF Police intervention to stop your behavior. You have repeatedly threatened to kill the owner with a machete and to kill the other building resident by using a gun. You have attempted to physically attack the owner and only stopped when others restrained you.

NOTICE IS HEREBY GIVEN THAT you are required within three (3) days from the date of service on you of this notice to remove from and deliver up possession of the above-described premises to the landlord's duly authorized agent: Daniel Bornstein, Esq., Bornstein Law, 507 Polk Street, Suite 310, San Francisco, CA 94102, Phone: (415) 409-7611, who is authorized to receive possession of said premises, or the undersigned will institute legal proceedings against you to (1) recover possession of the above-described premises; and (2) recover rents and such damages, court costs and attorneys' fees, according to the terms of your lease or rental agreement and/or as permitted by law.

POSSESSION of the premises is sought pursuant to California Code of Civil Procedure § 1161(4): maintaining, committing, or permitting the maintenance or commission of a nuisance upon the premises. POSSESSION of the premises is sought pursuant to San Francisco Administrative Code § 37.9(a)(3): The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or other tenants in the building, the activities are severe, continuing or recurring in nature and the nature of such nuisance, damage or interference is specifically stated by the landlord in the writing as required by Section 37.9(c).

If the tenancy terminates pursuant to this notice, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the owner/agent to request an initial inspection.

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033.

12-3-19

Holmes

cc: SF Rent Board



Daniel Bornstein, Esq.

Bornstein Law

Attorneys and Duly Authorized Agent for Landlord

Exhibit A



## San Francisco Residential Rent Stabilization and Arbitration Board

### **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### **NOTICE TO TENANT (English)**

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at [www.sfrb.org](http://www.sfrb.org).

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at [www.sfmohcd.org](http://www.sfmohcd.org) for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **NOTIFICACIÓN AL INQUILINO (Spanish)**

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en [www.sfrb.org](http://www.sfrb.org).

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en [www.sfmohcd.org](http://www.sfmohcd.org) para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)**

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web [www.sfrb.org](http://www.sfrb.org).

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ [www.sfmohcd.org](http://www.sfmohcd.org) để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco (San Francisco Housing Resource Guide)* tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



## **San Francisco Residential Rent Stabilization and Arbitration Board**

# **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

### **租客通知 (Chinese)**

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：[www.sfrb.org](http://www.sfrb.org)。

您可能有資格申請可負擔房屋計劃和公寓。請上網 [www.sfmohcd.org](http://www.sfmohcd.org) 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

### **УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)**

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте [www.sfrb.org](http://www.sfrb.org).

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («MOHCD»), [www.sfmohcd.org](http://www.sfmohcd.org), где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

### **ABISO SA NANGUNGUPAHAN (Filipino)**

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng pangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa [www.sfrb.org](http://www.sfrb.org).

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa [www.sfmohcd.org](http://www.sfmohcd.org) para sa karagdagang impormasyon tungkol sa makakuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.

Attorneys for Plaintiff

LINDA STEINHOFF HOLMES,

vs.

DANIEL FELDMAN, ET AL.,

**Defendants.**

TO DEFENDANT, EACH PARTY HERETO AND TO THEIR ATTORNEYS OF RECORD:

Date: May 11, 2020

By: Bornstein Law  
Daniel Cheung  
Attorneys for Plaintiff

ENDORSED  
FILED  
San Francisco County Superior Court

MAR 26 2020

CLERK OF THE COURT  
BY: ANNIE PASCUAL  
Deputy Clerk

Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
Bornstein Law  
507 Polk Street, Suite 310  
San Francisco, CA 94102-3339  
Telephone: (415) 409-7611

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

- LIMITED CIVIL JURISDICTION -

LINDA STEINOFF HOLMES,

Plaintiff,

vs.

DANIEL FELDMAN, et al.,

Defendants.

) Case Number: CUD19666401

) ORDER RE: DEMURRER AND MOTION  
) TO STRIKE PLAINTIFF'S 1<sup>ST</sup> AMENDED  
) COMPLAINT.

) Date: March 26, 2020

) Time: 9:30 a.m.

) Location: Department 501

) Judge: Hon. Charles F. Haines

The demurrer to complaint of defendants for the order hereinafter made came on for hearing this March 26, 2020, the Honorable Charles F. Haines, judge presiding. On proof being made to the satisfaction of the Court, and good cause appearing therefore:

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Exhibit A

1 IT IS HEREBY ORDERED that defendant's demurrer to plaintiff's 1<sup>st</sup> amended  
2 complaint is OVERRULED. Plaintiff's 1<sup>st</sup> Amended Complaint sufficiently states a cause of  
3 action for unlawful detainer and is not uncertain. Defendant's Motion to Strike is denied.  
4 Plaintiff sufficiently alleged conduct constituting a nuisance under SFRO § 37.9(a)(3).  
5 Defendant has five (5) days from notice of this order to file and serve defendant's answer.  
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9 Dated: 3/26/20

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Judge of the above-entitled court  
CHARLES F. HAIT

**VERIFICATION**

STATE OF CALIFORNIA, COUNTY OF San Francisco

I have read the foregoing

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner  
☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on , at , California.

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

TYPE OR PRINT NAME

SIGNATURE

**PROOF OF SERVICE**

1013a (3) CCP Revised 2004

STATE OF CALIFORNIA, COUNTY OF San Francisco

I am employed in the county of San Francisco , State of California.

I am over the age of 18 and not a party to the within action; my business address is:  
507 Polk Street, Suite 310, San Francisco, CA 94102-3396

On 5/11/2020

Notice of Entry of March 26, 2020 Order

, I served the foregoing document described as

on Daniel Feldman

in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

Daniel Feldman  
884 14th Street  
San Francisco, CA 94114

☐ **BY MAIL**

☐ \*I deposited such envelope in the mail at , California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at

California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on , at , California.

☒ **\*(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on 5/11/2020 , at San Francisco , California.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

TYPE OR PRINT NAME

SIGNATURE

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

1 Daniel Marc Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
2 Bornstein Law  
507 Polk Street, Suite 310  
3 San Francisco, CA 94102-3339  
Telephone: (415) 409-7611

4 Attorneys for Plaintiff  
5  
6

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**05/11/2020**  
Clerk of the Court  
BY: ERNALYN BURA  
Deputy Clerk

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SAN FRANCISCO  
10 - LIMITED CIVIL JURISDICTION -  
11

12 LINDA STEINHOFF HOLMES,  
13

14 Plaintiff,

15 vs.

16 DANIEL FELDMAN, ET AL.,  
17

18 Defendants.  
19

) Case Number: CUD-19-666401  
)  
) NOTICE OF ENTRY OF MARCH 26, 2020  
) ORDER RE: DEMURRER TO  
) COMPLAINT  
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20 TO DEFENDANT, EACH PARTY HERETO AND TO THEIR ATTORNEYS OF RECORD:  
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22 On March 26, 2020, the court issued and entered the attached order. A true and  
23 correct copy of the order is attached herewith as Exhibit A and hereby incorporated by this  
24 reference.  
25

26 Date: May 11, 2020

27 By: Bornstein Law  
Daniel Cheung  
28 Attorneys for Plaintiff  
29



ENDORSED  
FILED  
San Francisco County Superior Court

MAR 26 2020

CLERK OF THE COURT  
BY: ANNIE PASCUAL  
Deputy Clerk

1 Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
2 Bornstein Law  
507 Polk Street, Suite 310  
3 San Francisco, CA 94102-3339  
Telephone: (415) 409-7611

4 Attorneys for Plaintiff  
5

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA

7 IN AND FOR THE COUNTY OF SAN FRANCISCO

8 - LIMITED CIVIL JURISDICTION -  
9

10 LINDA STEINOFF HOLMES,  
11

12 Plaintiff,

13 vs.

14 DANIEL FELDMAN, et al.,  
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) Case Number: CUD19666401  
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) ORDER RE: DEMURRER AND MOTION  
) TO STRIKE PLAINTIFF'S 1<sup>ST</sup> AMENDED  
) COMPLAINT.  
)

) Date: March 26, 2020

) Time: 9:30 a.m.

) Location: Department 501

) Judge: Hon. Charles F. Haines  
)  
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19

20 The demurrer to complaint of defendants for the order hereinafter made came on for  
21 hearing this March 26, 2020, the Honorable Charles F. Haines, judge presiding. On proof  
22 being made to the satisfaction of the Court, and good cause appearing therefore:  
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Order Re: Demurrer to Complaint

Exhibit A

1 IT IS HEREBY ORDERED that defendant's demurrer to plaintiff's 1<sup>st</sup> amended  
2 complaint is OVERRULED. Plaintiff's 1<sup>st</sup> Amended Complaint sufficiently states a cause of  
3 action for unlawful detainer and is not uncertain. Defendant's Motion to Strike is denied.  
4 Plaintiff sufficiently alleged conduct constituting a nuisance under SFRO § 37.9(a)(3).  
5 Defendant has five (5) days from notice of this order to file and serve defendant's answer.  
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9 Dated: 3/26/20

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\_\_\_\_\_  
Judge of the above-entitled court  
CHARLES F. HART

**VERIFICATION**

STATE OF CALIFORNIA, COUNTY OF San Francisco

I have read the foregoing

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner  
☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

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

TYPE OR PRINT NAME

SIGNATURE

**PROOF OF SERVICE**

1013a (3) CCP Revised 2004

STATE OF CALIFORNIA, COUNTY OF San Francisco

I am employed in the county of San Francisco, State of California.

I am over the age of 18 and not a party to the within action; my business address is:  
507 Polk Street, Suite 310, San Francisco, CA 94102-3396

On 5/11/2020  
Notice of Entry of March 26, 2020 Order

, I served the foregoing document described as

on Daniel Feldman in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

Daniel Feldman  
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San Francisco, CA 94114

☐ BY MAIL

☐ I deposited such envelope in the mail at \_\_\_\_\_, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at

California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

☒ \*\* (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on 5/11/2020, at San Francisco, California.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

TYPE OR PRINT NAME

SIGNATURE

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS) BORNSTEIN LAW 507 POLK STREET #310 SAN FRANCISCO, CA 94102		TELEPHONE NO. (415) 409-7611	FOR COURT USE ONLY	
ATTORNEY FOR (NAME)		REFERENCE NUMBER 00278423-01	<b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Francisco  <b>05/13/2020</b> Clerk of the Court BY: ERNALYN BURA Deputy Clerk	
Insert name of court, judicial district or branch court, if any, and post office and street address SAN FRANCISCO SUPERIOR COURT,  SAN FRANCISCO, CA 94102				
SHORT NAME OF CASE HOLMES vs. FELDMAN				
PROOF OF SERVICE	DATE:	TIME:	DEPT/DIV:	CASE NUMBER: CUD-19-666401

I am and was on the dates herein mentioned over the age of eighteen years and not a party to this action;

**I served the:**

NOTICE OF ENTRY OF MARCH 26, 2020 ORDER

**Name of Occupant:** DANIEL FELDMAN

**Date of Posting:** 05/11/20  
**Time of Posting:** 04:15 pm

**Date of Mailing:** 05/11/20  
**Place of Mailing:** SAN FRANCISCO

**Address of Property:** 884 14TH ST.  
 SAN FRANCISCO, CA 94114 (Residence)

**Manner of Service:**

By posting in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said tenants; and mailing a copy by first class mail, postage pre-paid, and depositing said copies in the United States Mail, in a sealed envelope, addressed as stated above. CCP 1162.

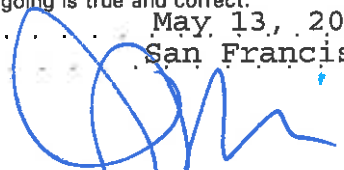
JUDICIAL COUNCIL FORM, RULE #982 (A)(23)

☒ Registered: . . . San Francisco . . . County,  
 Number: . . . 2019-0001016 . . .  
 Expiration Date: 05/13/2021

PREFERRED LEGAL SERVICES, INC.  
 601 Van Ness Ave, Suite J  
 San Francisco, CA 94102  
 (415) 882-2250  
 309/00278423-01

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

on: May 13, 2020  
 at: San Francisco, California.

Signature:   
 Name: JERRY TOPOLOS  
 Title: (i) employee

Daniel Joseph Feldman  
8809 Denington Drive  
Louisville, KY 40222  
(307) 699-3223  
Defendant In Pro Per.

ELECTRONICALLY  
**FILED**

*Superior Court of California,  
County of San Francisco*

**05/29/2020**  
**Clerk of the Court**  
BY: MADONNA CARANTO  
Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

LIMITED JURISDICTION

Linda Steinhoff Holmes,

Plaintiff,

v.

Daniel Feldman, et al.,

Defendants.

Case No.CUD-19-666401

**ANSWER TO FIRST AMENDED  
COMPLAINT FOR UNLAWFUL  
DETAINER**

Defendant Daniel Joseph Feldman("Defendant") hereby answers the Complaint filed by plaintiff Linda Steinhoff Holmes ("Plaintiff") as follows:

1. Defendant denies the following statements of the complaint: 1, 6, 7, 11, 14.
2. Defendant has insufficient information that the following statements are true, so defendant denies them: 2, 4, 5, 8.

AFFIRMATIVE DEFENSES

3. Plaintiffs are endeavoring to recover possession in violation of San Francisco Administrative Code § 37.9 and the Rules and Regulations promulgated thereunder.
4. Plaintiff is in violation of San Francisco Administrative Code Section 37.10B
5. Plaintiff has breached the warranty to provide habitable premises. (\*solely for the purpose of denying Plaintiff's allegation as to the amount of daily rental damages. *See North 7th Street Assocs. V. Constante (2001) 92 Cal.App.4th Supp. 7.*)
6. Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
7. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
8. By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against defendant in violation of the Constitution or laws of the United States or California.
9. By serving defendant with the notice to quit or filing complaint, plaintiff is in violation of the Fair Housing amendments' Act of 1988 (42 U.S.C. § 3601) and/or the California Fair Employment and Housing Act (Gov. Code § 12955.8), and the Unruh Act (CC § 55, *et seq.*).
10. Plaintiff has breached the covenant of quiet enjoyment.
11. Plaintiff is barred from seeking possession due to the doctrine of unclean hands.
12. Plaintiff is estopped by conduct from seeking possession.
13. Plaintiff is barred from seeking possession due to the doctrine of laches.
14. The complaint fails to state a cause of action.


OTHER STATEMENTS

15. Defendant claims a deposit plus unpaid interest pursuant to San Francisco Administrative Code § 49.2 in an amount to be proven at trial

WHEREFORE, Defendant prays for judgment from this Court as follows:

16. That Plaintiff take nothing requested in the complaint  
17. Costs incurred in this proceeding  
18. Such other and further relief as the Court deems appropriate and proper.

Dated: May 28, 2020




Daniel Joseph Feldman  
Defendant In Pro Per.

By fax

VERIFICATION

I, Daniel Joseph Feldman, am a defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that this answer is true and correct

Dated: May 28, 2020



DANIEL JOSEPH FELDMAN  
Defendant In Pro Per.

By fax



1 Daniel Joseph Feldman  
2 8809 Denington Drive  
3 Louisville, KY 40222  
4 Phone: (307) 699-3223  
5 Defendant In Pro Per.

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**05/29/2020**  
Clerk of the Court  
BY: MADONNA CARANTO  
Deputy Clerk

PROOF OF SERVICE BY MAIL

6 CASE NAME: Linda Steinhoff Holmes v. Daniel Feldman, et al..  
7 CASE NO.: CUD-19-666401

8 I, Mark Montoya, declare as follows:

9 I am employed within the City and County of San Francisco. My business address is  
10 EVICTION DEFENSE COLLABORATIVE, 1338 Mission Street, 4th Floor, San Francisco,  
11 California 94103. I am over the age of eighteen (18) years of age and not a party to the within  
12 action. I am readily familiar with the EVICTION DEFENSE COLLABORATIVE's practice for  
13 collection and processing of correspondence for mailing with the United States Postal Service.  
14 Correspondence so collected and processed is deposited with the United States Postal Service  
15 that same day in the ordinary course of business.

16 On May 29, 2020, in accordance with Code of Civil Procedure Section 1013a (3), I  
17 served the following:

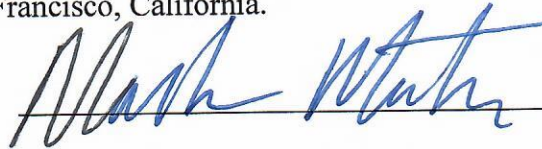
- 18 • Defendant's Answer to First Amended Complaint-Unlawful Detainer

19 upon PLAINTIFF Linda Steinhoff Holmes, by placing the same at the EVICTION DEFENSE  
20 COLLABORATIVE for deposit in the United States Postal Service on that date in an envelope  
21 addressed as follows:

22 Daniel Bornstein  
23 BORNSTEIN LAW  
24 507 Polk Street, Suite 310  
25 San Francisco, CA 94102

26 I sealed the envelope and placed it for collection and mailing on that date following  
27 ordinary business practices, in the City and County of San Francisco, California.

28 I declare under penalty of perjury that the foregoing is true and correct and that this  
declaration was executed on May 29, 2020 at San Francisco, California.





Daniel Joseph Feldman  
8809 Denington Drive  
Louisville, KY 40222  
T: (307) 699-3223

Defendant In Pro Per

ELECTRONICALLY  
**FILED**

*Superior Court of California,  
County of San Francisco*

**06/01/2020**  
**Clerk of the Court**

BY: ERNALYN BURA  
Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

LIMITED JURISDICTION

Linda Steinhoff Holmes,

Plaintiff,

v.

Daniel Feldman, et al.,


Defendants.

Case No. CUD-19-666401

**DEMAND FOR JURY TRIAL AND  
MANDATORY SETTLEMENT  
CONFERENCE**

Defendant Daniel Joseph Feldman hereby demands a trial by jury of all issues and a mandatory settlement conference in the above-entitled case.

Dated: May 28, 2020



Daniel Joseph Feldman  
Defendant In Pro Per

Trial Date: Not yet set



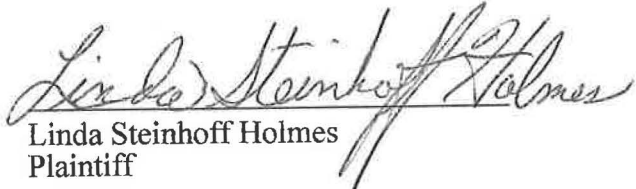


1 came out of his apartment and attempted to attack me. He tried to come up from behind me to grab me  
2 in an aggressive and threatening manner. I avoided being grabbed by him with the aid of my husband.  
3 Defendant's assault caused me to fear for my safety we left the premises. This incident caused me to  
4 fear for my safety. Thereafter, I am afraid to access the premises and as a result my ability to inspect  
5 and coordinate essential repairs for the building is compromised.  
6

7 5. I ask that the court finds that the instant unlawful detainer action is necessary to protect  
8 the health and safety of the public and allow the matter to proceed.  
9

10 6. I declare under penalty of perjury under the laws of the State of California that the  
11 foregoing is true and correct and can personally testify thereto.

12 Dated: May 20, 2020

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15 Linda Steinhoff Holmes  
16 Plaintiff  
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1 Daniel Bornstein (SBN 169159)  
2 Daniel Cheung (SBN 264971)  
3 Bornstein Law  
4 507 Polk Street, Suite 310  
5 San Francisco, CA 94102  
6 Telephone: (415) 409-7611  
7 Facsimile: (415) 463-2349

8 Attorneys for Plaintiff  
9 Linda Steinhoff Holmes

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

06/03/2020  
Clerk of the Court  
BY: EDNALEEN ALEGRE  
Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 IN AND FOR THE COUNTY OF SAN FRANCISCO  
12 - LIMITED CIVIL JURISDICTION -  
13

14 LINDA STEINHOFF HOLMES,

15 Plaintiff,

16 vs.

17 DANIEL FELDMAN, ET AL.,

18 Defendants.  
19

) Case Number: CUD-19-666401

)  
) Reggie Snowden's Declaration in Support of Ex  
) Parte Application for Order Authorizing Entry of  
) Default and Default Judgment

20 I, Reggie Snowden, declare as follows:

21 1. I am a tenant in the building wherein defendant Daniel Feldman resides. I live two floors  
22 up from defendant's rental unit. All facts stated herein are within my personal knowledge. If called to  
23 testify to those facts, I could and would do so competently.

24 2. On November 12, 2018, I was in my home when I heard defendant's voice coming from  
25 his apartment two floors below. I heard defendant scream loudly at my neighbor James Severance. I  
26 heard defendant threatening to kill James Severance. On November 21, 2018, I was in my home when I  
27 heard defendant screaming and directing threats at James Severance.

28 3. Defendant also endangers the safety of everyone in the building by inviting numerous  
29 strangers to his rental unit, and his invitees often loiter on and about our apartment building. Specially,  
on @February of 2017 is when it started. It was several times After & Before., I observed strangers often freely go in and out of defendant's apartment.


1 I also observed that these strangers loiter on or about the building's front porch area. I observed some  
2 of these strangers who were accessing defendant's apartment were sleeping on the building's common  
3 porch area.

4 4. On or about February 2017, I was in my home when I heard loud noises emanate from defendant's rental unit. I heard loud partying noises and music. I also heard persons engaging in loud  
5 sexual activity without making any efforts to minimize the noise they make. I overheard loud noises and  
6 conversations that sounded like defendant and his guests were producing a pornographic film.  
7  
8

9 5. I ask that the court finds that the instant unlawful detainer action is necessary to protect  
10 the health and safety of the public and allow the matter to proceed.  
11

12 6. I declare under penalty of perjury under the laws of the State of California that the  
13 foregoing is true and correct and can personally testify thereto.

14 Dated: April 22, 2020

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17 Reggie Snowden  
18 Tenant  
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1 Daniel Bornstein (SBN 169159)  
2 Daniel Cheung (SBN 264971)  
3 Bornstein Law  
4 507 Polk Street, Suite 310  
San Francisco, CA 94102  
Telephone: (415) 409-7611  
Facsimile: (415) 463-2349

5 Attorneys for Plaintiff  
6 Linda Steinhoff Holmes  
7  
8

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**06/03/2020**  
Clerk of the Court  
BY: EDNALEEN ALEGRE  
Deputy Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF SAN FRANCISCO - LIMITED CIVIL JURISDICTION -

11 LINDA STEINHOFF HOLMES,

12 Plaintiff,

13 vs.

14 DANIEL FELDMAN, ET AL.,

15 Defendants.  
16  
17  
18

Case Number: CUD-19-666401

EX PARTE APPLICATION FOR ORDER  
FINDING THE INSTANT ACTION  
NECESSARY FOR PROTECTION OF PUBLIC  
HEALTH AND SAFETY

Date: June 5, 2020

Time: 9:00 a.m.

Location: Courtroom 501

Judge: Hon. Charles F. Haines

Case Filed: July 19, 2019

19 APPLICATION

20 I, Daniel Cheung, hereby apply on behalf of plaintiff in the above-captioned matter for an order to  
21 find that the instant matter is necessary to protect public health and safety, and to direct the clerk of court  
22 to set the case for trial as soon as a trial date is available.  
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I, Daniel Cheung, declare as follows:

1. I am admitted to practice law before all of the courts of California and am an attorney of record herein for plaintiff.

2. The premises at issue in this unlawful detainer action are located at 884 14<sup>th</sup> Street, City and County of San Francisco, ZIP Code: 94114, State of California. The instant matter is predicated on defendant's nuisance conduct, including assaulting and/or making death threats to his landlord and his neighbors. A true and correct copy of the subject 3-Day Notice to Quit delineating the basis for the instant action is attached hereto as Exhibit A.

3. On May 29, 2020, defendant filed his answer to plaintiff's First Amended Complaint. A true and correct copy of which is attached hereto and incorporated by reference as Exhibit B.

4. I am informed and believe that defendant has not surrendered possession of the subject premises. Accordingly, on June 3, 2020, I submitted a Request to Set Case for Trial – Unlawful Detainer for filing on behalf of plaintiff. A true and correct copy of the submitted filing is attached hereto and incorporated by reference as Exhibit C.

5. The instant action is necessary to protect public health and safety. Defendant's nuisance conduct threatens the health and safety of his landlord and his neighbors. (See Declaration of Plaintiff Linda Steinhoff Holmes, James Severance, and Reggie Snowden).


6. In accordance with Emergency Rule 1 of the California Rules of Court, adopted April 6, 2020, plaintiff requests the court to find that the instant action is necessary to protect public health and safety, and therefore exempt from the stay under Emergency Rule 1. Accordingly, plaintiff requests an order directing the clerk of the court to set the case for trial pursuant to CCP Section 1170.5(a), or as soon as a trial date is available.



1  
2 7. On Wednesday, June 3, 2020, I provided defendant telephonic notice of this hearing. I called  
3 and left a message on defendant's voicemail, informing him of the time, date location, and nature of this  
4 hearing.  
5

6 8. I declare under penalty of perjury under the laws of the State of California that the foregoing  
7 is true and correct and can personally testify thereto.  
8  
9

10 Dated: June 3, 2020

11 By:   
12 Daniel Cheung  
13 Attorneys for Plaintiff  
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### 3-DAY NOTICE TO QUIT

TO: Daniel Feldman, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following premises:

**884 14<sup>th</sup> Street**

City and County of San Francisco, State of California,  
including all garage(s), storage and common areas.

PLEASE TAKE NOTICE that you are hereby required to quit and deliver up to the undersigned the possession of the above-described premises now held and occupied by you. You have committed or permitted to exist a nuisance in the rental unit and in and about the common areas of the complex containing the rental unit, or are creating an unreasonable interference with the comfort, safety or enjoyment of other residents of the same building and the surrounding community. Your nuisance behavior is severe, continuing and/or recurring in nature. The nuisance, which is landlord's dominant motive for recovering possession of the premises, exists as follows:

**May, 2013 - Present:** At all hours of the day and night, you scream, bang the floor, yell obscenities, play music at extremely loud volume, causing your neighbors to be fearful and disturbed. On two separate occasions, you have vandalized the building by causing the window of your front door to break. Your misconduct has resulted in the landlord and a building resident to seek SF Police intervention to stop your behavior. You have repeatedly threatened to kill the owner with a machete and to kill the other building resident by using a gun. You have attempted to physically attack the owner and only stopped when others restrained you.

NOTICE IS HEREBY GIVEN THAT you are required within three (3) days from the date of service on you of this notice to remove from and deliver up possession of the above-described premises to the landlord's duly authorized agent: Daniel Bornstein, Esq., Bornstein Law, 507 Polk Street, Suite 310, San Francisco, CA 94102, Phone: (415) 409-7611, who is authorized to receive possession of said premises, or the undersigned will institute legal proceedings against you to (1) recover possession of the above-described premises; and (2) recover rents and such damages, court costs and attorneys' fees, according to the terms of your lease or rental agreement and/or as permitted by law.

POSSESSION of the premises is sought pursuant to California Code of Civil Procedure § 1161(4): maintaining, committing, or permitting the maintenance or commission of a nuisance upon the premises. POSSESSION of the premises is sought pursuant to San Francisco Administrative Code § 37.9(a)(3): The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or other tenants in the building, the activities are severe, continuing or recurring in nature and the nature of such nuisance, damage or interference is specifically stated by the landlord in the writing as required by Section 37.9(c).

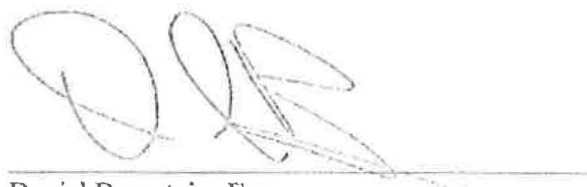
If the tenancy terminates pursuant to this notice, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the owner/agent to request an initial inspection.

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033.

2-3-19

olmes

SF Rent Board



Daniel Bornstein, Esq.

Bornstein Law

Attorneys and Duly Authorized Agent for Landlord

Exhibit A



## San Francisco Residential Rent Stabilization and Arbitration Board

### Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

#### NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at [www.sfrb.org](http://www.sfrb.org).

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at [www.sfmohcd.org](http://www.sfmohcd.org) for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en [www.sfrb.org](http://www.sfrb.org).

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en [www.sfmohcd.org](http://www.sfmohcd.org) para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web [www.sfrb.org](http://www.sfrb.org).

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ [www.sfmohcd.org](http://www.sfmohcd.org) để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco* (*San Francisco Housing Resource Guide*) tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



## San Francisco Residential Rent Stabilization and Arbitration Board

### Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

#### 租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：[www.sfrb.org](http://www.sfrb.org)。

您可能有資格申請可負擔房屋計劃和公寓。請上網 [www.sfmohcd.org](http://www.sfmohcd.org) 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

#### УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте [www.sfrb.org](http://www.sfrb.org).

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («MOHCD»), [www.sfmohcd.org](http://www.sfmohcd.org), где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalís sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuhang rin ng impormasyon sa [www.sfrb.org](http://www.sfrb.org).

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa [www.sfmohcd.org](http://www.sfmohcd.org) para sa karagdagang impormasyon tungkol sa makakuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.

Daniel Joseph Feldman  
8809 Denington Drive  
Louisville, KY 40222  
(307) 699-3223  
Defendant In Pro Per.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO  
LIMITED JURISDICTION

Linda Steinhoff Holmes,

Plaintiff,

v.

Daniel Feldman, et al.,

Defendants.

Case No. CUD-19-666401

**ANSWER TO FIRST AMENDED  
COMPLAINT FOR UNLAWFUL  
DETAINER**

Defendant Daniel Joseph Feldman("Defendant") hereby answers the Complaint filed by plaintiff Linda Steinhoff Holmes ("Plaintiff") as follows:

1. Defendant denies the following statements of the complaint: 1, 6, 7, 11, 14.
2. Defendant has insufficient information that the following statements are true, so defendant denies them: 2, 4, 5, 8.

AFFIRMATIVE DEFENSES



3. Plaintiffs are endeavoring to recover possession in violation of San Francisco Administrative Code § 37.9 and the Rules and Regulations promulgated thereunder.
4. Plaintiff is in violation of San Francisco Administrative Code Section 37.10B
5. Plaintiff has breached the warranty to provide habitable premises. (\*solely for the purpose of denying Plaintiff's allegation as to the amount of daily rental damages. *See North 7th Street Assocs. V. Constante (2001) 92 Cal.App.4th Supp. 7.*)
6. Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
7. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
8. By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against defendant in violation of the Constitution or laws of the United States or California.
9. By serving defendant with the notice to quit or filing complaint, plaintiff is in violation of the Fair Housing amendments' Act of 1988 (42 U.S.C. § 3601) and/or the California Fair Employment and Housing Act (Gov. Code § 12955.8), and the Unruh Act (CC § 55, *et seq.*).
10. Plaintiff has breached the covenant of quiet enjoyment.
11. Plaintiff is barred from seeking possession due to the doctrine of unclean hands.
12. Plaintiff is estopped by conduct from seeking possession.
13. Plaintiff is barred from seeking possession due to the doctrine of laches.
14. The complaint fails to state a cause of action.

OTHER STATEMENTS

15. Defendant claims a deposit plus unpaid interest pursuant to San Francisco Administrative Code § 49.2 in an amount to be proven at trial

WHEREFORE, Defendant prays for judgment from this Court as follows:

16. That Plaintiff take nothing requested in the complaint  
17. Costs incurred in this proceeding  
18. Such other and further relief as the Court deems appropriate and proper.

Dated: May 28, 2020



Daniel Joseph Feldman  
Defendant In Pro Per.

VERIFICATION

I, Daniel Joseph Feldman, am a defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that this answer is true and correct

Dated: May 28, 2020



DANIEL JOSEPH FELDMAN  
Defendant In Pro Per.

1 Daniel Joseph Feldman  
2 8809 Denington Drive  
3 Louisville, KY 40222  
4 Phone: (307) 699-3223  
5 Defendant In Pro Per.

6 PROOF OF SERVICE BY MAIL

7 CASE NAME: Linda Steinhoff Holmes v. Daniel Feldman, et al..  
8 CASE NO.: CUD-19-666401

9 I, Mark Montoya, declare as follows:

10 I am employed within the City and County of San Francisco. My business address is  
11 EVICTION DEFENSE COLLABORATIVE, 1338 Mission Street, 4th Floor, San Francisco,  
12 California 94103. I am over the age of eighteen (18) years of age and not a party to the within  
13 action. I am readily familiar with the EVICTION DEFENSE COLLABORATIVE's practice for  
14 collection and processing of correspondence for mailing with the United States Postal Service.  
15 Correspondence so collected and processed is deposited with the United States Postal Service  
16 that same day in the ordinary course of business.

17 On May 29, 2020, in accordance with Code of Civil Procedure Section 1013a (3), I  
18 served the following:

- 19 • Defendant's Answer to First Amended Complaint-Unlawful Detainer

20 upon PLAINTIFF Linda Steinhoff Holmes, by placing the same at the EVICTION DEFENSE  
21 COLLABORATIVE for deposit in the United States Postal Service on that date in an envelope  
22 addressed as follows:

23 Daniel Bornstein  
24 BORNSTEIN LAW  
25 507 Polk Street, Suite 310  
26 San Francisco, CA 94102

27 I sealed the envelope and placed it for collection and mailing on that date following  
28 ordinary business practices, in the City and County of San Francisco, California.

I declare under penalty of perjury that the foregoing is true and correct and that this  
declaration was executed on May 29, 2020 at San Francisco, California.



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Daniel Cheung (SBN 264971)</b> <b>Bornstein Law</b> <b>507 Polk Street, Suite 310</b> <b>San Francisco, CA 94102-3396</b> TELEPHONE NO.: (415) 409-7611      FAX No. (Optional): (415) 463-2349 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): <b>Linda Steinhoff Holmes</b>	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco</b> STREET ADDRESS: <b>400 McAllister Street</b> MAILING ADDRESS: <b>400 McAllister Street</b> CITY AND ZIP CODE: <b>San Francisco, CA 94102</b> BRANCH NAME: <b>Civic Center Courthouse</b>	CASE NUMBER: <b>CUD-19-666401</b>
PLAINTIFF: <b>Linda Steinhoff Holmes</b>  DEFENDANT: <b>Daniel Feldman</b>	
<div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> <b>REQUEST</b>  <b>TO SET CASE FOR TRIAL - UNLAWFUL DETAINER</b>  <input checked="" type="checkbox"/> <b>Plaintiff</b> </div> <div> <input type="checkbox"/> <b>COUNTER-REQUEST</b>  <input type="checkbox"/> <b>Defendant</b> </div> </div>	

1. ☒ **Plaintiff's request.** I represent to the court that all parties have been served with process and have appeared or have had a default or dismissal entered against them. I request that this case be set for trial.
2. **Trial preference.** The premises concerning this case are located at (street address, apartment number, city, zip code, and county):  
**884 14th Street      San Francisco      CA      94114      San Francisco**
  - a. ☒ To the best of my knowledge, the right to possession of the premises is still in issue. This case is entitled to legal preference under Code of Civil Procedure section 1179a.
  - b. ☐ To the best of my knowledge, the right to possession of the premises is no longer in issue. No defendant or other person is in possession of the premises.
3. **Jury or nonjury trial.** I request ☐ a jury trial ☒ a nonjury trial.
4. **Estimated length of trial.** I estimate that the trial will take (check one):  
 a. ☐ days (specify number):      b. ☒ hours (specify if estimated trial is less than one day): **1.00**
5. **Trial date.** I am not available on the following dates (specify dates and reasons for unavailability):

**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)**

6. (Complete in all cases.) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (If declarant has received any help or advice for pay from an unlawful detainer assistant, complete a-f.)
 

a. Assistant's name: b. Street address, city, and zip code:	c. Telephone no.: d. County of registration: e. Registration no.: f. Expires on (date):
--	--

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
 Date: **6/3/2020**

**Daniel Cheung (SBN 264971)**  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- An unlawful detainer case must be set for trial on a date not later than **20 days after the first request** to set the case for trial is made (Code Civ. Proc., § 1170.5(a)).
- If a jury is requested, \$150 must be deposited with the court 5 days before trial (Code Civ. Proc., § 631).
- Court reporter and interpreter services vary. Check with the court for availability of services and fees charged.
- If you cannot pay the court fees and costs, you may apply for a fee waiver. Ask the court clerk for a fee waiver form.

PLAINTIFF: Linda Steinhoff Holmes

CASE NUMBER:

CUD-19-666401

DEFENDANT: Daniel Feldman

## PROOF OF SERVICE BY MAIL

**Instructions:** After having the parties served by mail with the Request/Counter-Request to Set Case for Trial - Unlawful Detainer, (form UD-150), have the person who mailed the form UD-150 complete this Proof of Service by Mail. An **unsigned** copy of the Proof of Service by Mail should be completed and served with form UD-150. Give the Request/Counter-Request to Set Case for Trial - Unlawful Detainer (form UD-150) and the completed Proof of Service by Mail to the clerk for filing. If you are representing yourself, someone else must mail these papers and sign the Proof of Service by Mail.

1. I am over the age of 18 and **not a party to this case**. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is (*specify*):  
507 Polk Street, Suite 310, San Francisco, CA 94102-3396
3. I served the *Request/Counter-Request to Set Case for Trial - Unlawful Detainer* (form UD-150) by enclosing a copy in an envelope addressed to each person whose name and address are shown below AND
  - a. ☐ **depositing** the sealed envelope in the United States mail on the date and at the place shown in item 3c with the postage fully prepaid.
  - b. ☒ **placing** the envelope for collection and mailing on the date and at the place shown in item 3c following ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
  - c. (1) Date mailed: 6/3/2020  
(2) Place mailed (*city and state*): San Francisco, California

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: 6/3/2020

Daniel Cheung (SBN 264971)

(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON WHO MAILED FORM UD-150)

## NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

Name

Address (*number, street, city, and zip code*)

4.	Daniel Joseph Feldman	884 14th Street San Francisco 94114	CA
5.	Daniel Joseph Feldman	8809 Denington Drive Louisville, KY 40222	
6.			
7.			
8.			
9.			

☐ List of names and addresses continued on a separate attachment or form MC-025, titled Attachment to Proof of Service by Mail.

UD-150 [New January 1, 2005]

REQUEST/COUNTER-REQUEST TO SET CASE  
FOR TRIAL - UNLAWFUL DETAINER

Page 2 of 2

Daniel Bornstein (SBN 169159)  
Daniel Cheung (SBN 264971)  
Bornstein Law  
507 Polk Street, Suite 310  
San Francisco, CA 94102  
Telephone: (415) 409-7611  
Facsimile: (415) 463-2349

Attorneys for Plaintiff  
Linda Steinhoff Holmes

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**06/04/2020**  
**Clerk of the Court**  
BY: RONNIE OTERO  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN FRANCISCO  
- LIMITED CIVIL JURISDICTION -

LINDA STEINHOFF HOLMES,

Plaintiff,

vs.

DANIEL FELDMAN, ET AL.,

Defendants.

) Case Number: CUD-19-666401

)

) James Severance's Declaration in Support of Ex  
) Parte Application for Order Authorizing Entry of  
) Default and Default Judgment

)

)

)

)

)

I, James Severance, declare as follows:

1. I am a tenant in the building wherein defendant Daniel Feldman resides. All facts stated herein are within my personal knowledge. If called to testify to those facts, I could and would do so competently.

2. Defendant lives below me and has threatened me with physical violence numerous times in the past and I fear that he may harm me in the future. On November 12, 2018 I was in my home and I heard extremely loudly music coming from defendant's apartment. Then I heard defendant loudly scream aggressive rants at me, including threatening to kill me. On November 21, 2018, I was in my home when I heard defendant play his music loudly and yelled aggressive rants at me. I heard defendant threatening to harm me. He screamed that he would get his gun to cause me harm.

1           3.       On April 1, 2019, I was in my home when I heard defendant violently bang a pipe or bat  
2 on his ceiling (my floor). I heard him following me around as I go up and down the hallway and into  
3 my bedroom. I heard him bang his pipe or bat as late as 3:00 a.m. or 4:00 a.m. I also heard defendant  
4 play his music loudly and relentless throughout that day. That day, I called the San Francisco Police  
5 Department for assistance because defendant would not relent his harassment. When the police officers  
6 arrived, defendant, two San Francisco Police officers, and I had a brief conversation outside our  
7 apartment building. During this conversation, defendant again aggressively ranted at me. I heard him  
8 say that he can and will play his music as loudly and as often as he wanted, and that there was nothing  
9 anyone can do about it. I returned to my apartment after hearing him say that before the police officers.  
10

11           4.       I have received numerous threatening text messages from defendant. Hereto attached and  
12 incorporated by references are true and correct screen shots I received on my phone from defendant on  
13 or about March 31, 2017, he threatened to retaliate verbally and in writing on multiple occasions.  
14  
15

16           5.       On February 17, 2017 I witnessed numerous strangers go in and out of defendant's  
17 apartment. These strangers loitered about the building's porch common area. One such loiterer that I  
18 witnessed coming out of defendant's apartment slept on the building's porch. I politely asked him to  
19 leave, but he rudely refused my request.  
20

21           6.       On February 5, 2017, a stranger knocked on my door late at night seeking the  
22 whereabouts of defendant. The stranger woke me up and asked me if defendant was present. I told him  
23 that he had the wrong unit and sent him away. The next morning, I noticed that my rental unit's  
24 lettering was removed from my door. I believe that defendant or his guest defaced my door in  
25 retaliation.  
26

27           7.       On July 24, 2017, I found a note near defendant's door that intimated that a stranger was  
28 seeking sex with defendant in exchange for drugs. A true and correct picture of the note that I found  
29


1 near defendant's door on July 24, 2017 is hereto attached and incorporated by reference as Exhibit A. I  
2 feel my health and safety is at risk because defendant invites rude and aggressive strangers to congregate  
3 on or about our building.

4  
5 8. On or about November 23, 2019, I was in my home when I heard defendant's door slam  
6 extremely loudly, followed by a sound of glass shattering. After hearing the loud slam and glass shatter,  
7 went outside my home to investigate, and I saw that the glass window on defendant's door was broken.  
8 A true and correct picture of defendant's broken door I took that day is attached hereto and incorporated  
9 by reference as Exhibit B.

10  
11 9. I ask that the court finds that the instant unlawful detainer action is necessary to protect  
12 the health and safety of the public and allow the matter to proceed.

13  
14 10. I declare under penalty of perjury under the laws of the State of California that the  
15 foregoing is true and correct and can personally testify thereto.

16 Dated: May 13, 2020

17  
18   
19 \_\_\_\_\_  
20 James Severance  
21 Tenant  
22  
23  
24  
25  
26  
27  
28  
29



Mar 31, 2017, 1:06 AM

Can you turn your music down?  
I can hear drums.

Mar 31, 2017, 8:46 AM

I've been dead asleep since midnight. There isn't music playing other than what you can hear over my headphones

I'm going to say this for the 100th time. This is harassment, plain and simple. If you send another accusation of noise or music, record it with your phone or tablet, show a decibel recording or talk on the recording as a point of reference for how loud it is, and tell me where in the apartment the sound is loudest so I know where in my apartment the problem could be from.

If it continues, call the SFPD.

I have said this to you so many

problem could be from:

If it continues, call the SFPD.

I have said this to you so many times and not once have you offered anything.

It is harassment and I've had enough of your bullshit and the problems you've caused me with Linda. Do not send one more complaint without a shred of evidence to back it up. It is harassment and I've made the same complaints to Linda every time you do this. Even if she picks one side over the other, if I get another threat of eviction from your harassing and unwarranted complaints without any evidence, I will absolutely retaliate against both of you for harassment and I have more than enough evidence that the SFPD have clearly been concerned about and documented.

3:11 am

Dear Daniel?

How do I gain  
entrance to  
your abode?

+ bb sex w/ your  
ass?

Blowing 2 meth...

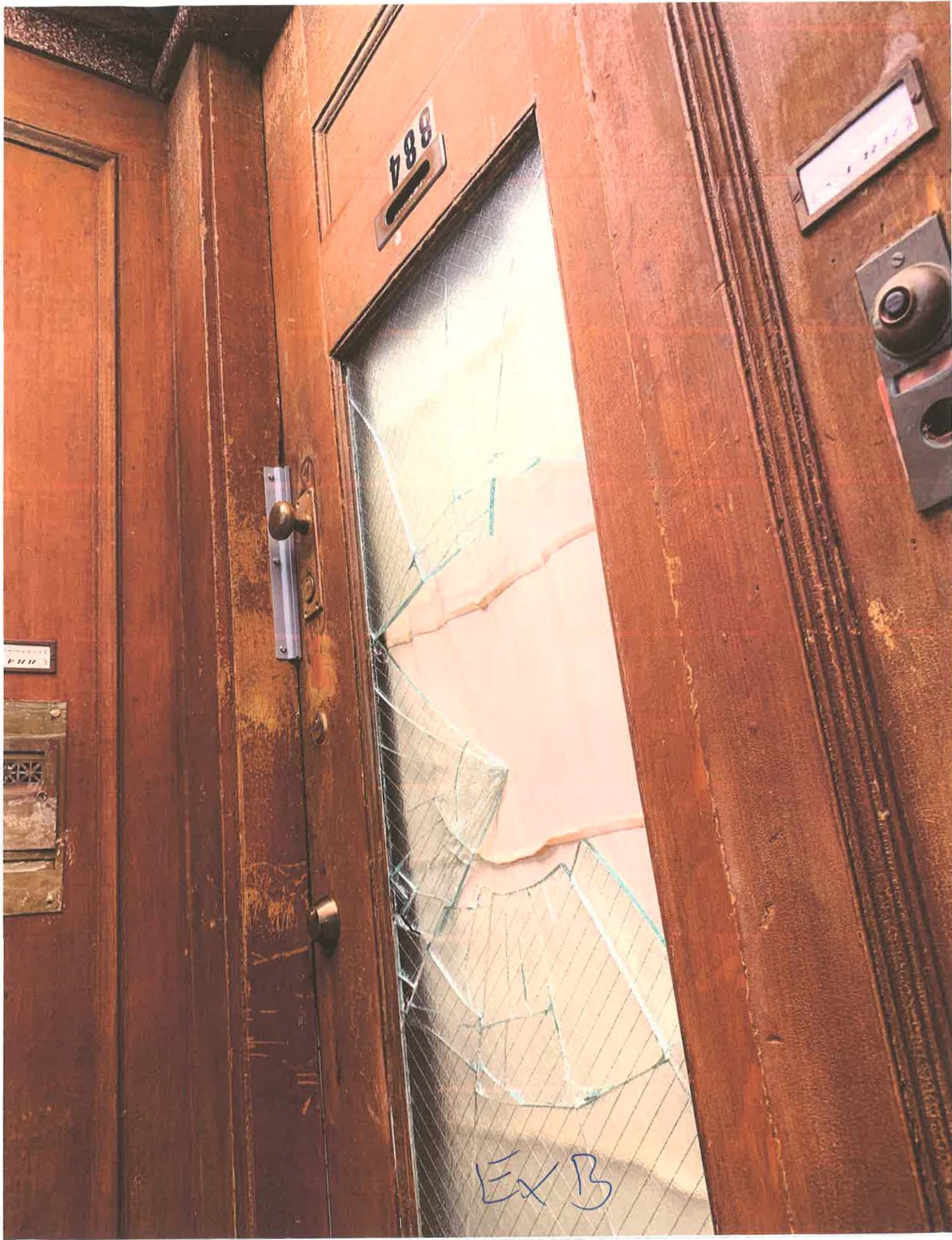
♡ BDT

4/36894/28

at home 1979  
@ cloud  
com

Ex A





EX B

Daniel Joseph Feldman  
8809 Denington Drive  
Louisville, KY 40222  
(307) 699-3223  
Defendant In Pro Per.

ELECTRONICALLY  
**FILED**

*Superior Court of California,  
County of San Francisco*

**06/04/2020**  
**Clerk of the Court**  
BY: ERNALYN BURA

Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

LIMITED JURISDICTION

Linda Steinhoff Holmes,

Plaintiff,

v.

Daniel Feldman, et al.,

Defendants.

Case No. CUD-19-666401

**RESPONSE TO DECLARATIONS FOR  
NEW EX PARTE ACCUSATIONS AND  
UNLAWFUL DETAINER ACCUSATIONS  
AS A WHOLE**

I, Daniel J. Feldman, declare as follows:

1. I am the defendant in the instant matter. All facts stated herein are within my personal knowledge. If called to testify to those facts, I could and would do so competently.

2. I have my PhD in Clinical Neuropsychology and currently licensed in the state of New York for over 20 consecutive years. Through my career, I have achieved many awards and honors related to medical research for major pharma companies, as well as serving as an expert witness in many cases. My career focused on a geriatric population, particularly older gay men and older persons with stroke, cancer, dementias, in addition to a lifetime of volunteer service using my vacation time to do medical volunteerism in different countries and in the homeless populations. I chose my work in this field and the volunteer work I did at Senior Action in a Gay



1 Environment for the mere fact that I love working with geriatric populations. To suggest that I  
2 am hostile in any way to seniors is a gross misrepresentation, yet one the Plaintiff is glad to tell  
3 to nearly anyone who will listen despite multiple cease and desist notices for her to end her  
4 slander.

5 3. I moved to 884 14th Street, San Francisco, CA, 94114, agreement date March 15, 2013  
6 with a move in date of April 19, 2013. I relocated from Pennsylvania to San Francisco, CA after  
7 prevailing in a qui tam case in the Second Circuit appealed up to the US Supreme Court, the  
8 False Claims Case of the United States ex rel. Feldman v. Van Gorp and Cornell University  
9 Medical College (03 Civ. 8135 (WHP) 02-09-2011). I have a long-standing history of upholding  
10 the truth by any measure as Second Circuit Judge Pauley took the time to express his admiration  
11 declaring that in his 15 years on the bench, he had not had a more honest and credible witness as  
12 myself. I was flattered by his comments yet know that I try in every way to exceed standards of  
13 honesty and integrity in all that I do despite at times still fumbling with a bad decision here and  
14 there.  
15

16  
17 4. I am a victim of two violent attacks at or near the property, in April 2013 and August  
18 2013, which have left me with permanent physical disabilities and emotional Post-Traumatic  
19 Stress Disorder (PTSD). These disabilities including a chronic severe autoimmune/-  
20 autoinflammatory disease similar to Lupus, which has resulted in many surgeries removing  
21 affected organs and bones since the age of 12 and for which I am awarded income from Social  
22 Security Disability Insurance, have been exacerbated through the deliberate retaliation by the  
23 Plaintiff and Mr. Severance and have prevented me from returning to work. Despite her  
24 enthusiasm for my work when I applied to rent the unit, she refused to sign a Letter of  
25 Accommodation so that I could see clients in my home, telling me directly that it was her wish  
26  
27  
28

1 that I would go destitute. As a result, having a safe living environment is of the utmost  
2 importance. I have installed and posted signage of video surveillance at the entrances to my  
3 apartment where most of the evidence of the instances related to the property are documented.

4 5. I have had numerous occurrences with the building and landlord since 2013 that have  
5 proven criminal activity, many of them felonies, including the bribing of two Department of  
6 Building Inspection Inspectors; energy diversion through redirecting lines of power from the two  
7 other units, her office, her privately rented garage, as well as the common area lights in the  
8 backyard and serviceway diverting electricity from my fusebox, as shown to me in recorded  
9 video by PGE and a licensed electrician from Bay Electric, and with which the San Francisco  
10 Police Department officers who took the report of this felony assured me at the time was a crime  
11 that was only ever associated with the presence of a drug lab; multiple Notices of Violation  
12 (Appendix A) including lead paint that was not abated for more than 500 days; a wall heater that  
13 had not been cleaned in decades which had a hole in the back of it leaking carbon dioxide into  
14 the apartment in the same amount as running a car inside of the apartment according to a  
15 consented statement from the contractors hired by the Plaintiff to repair, resulting in my  
16 hospitalization and death of my pet; a serious mold issue that has persisted for almost 2 years,  
17 for which I have requested an investigation into the four fraudulent reports that DBI Inspectors  
18 made about the mold, most likely following the type of influence I captured on my front door  
19 camera a few years ago, which has now been tested and corroborated by ERT certified  
20 environmental specialists who described the mold resulting from a structural water leak and that  
21 the level of mold spores in the air was severely toxic; and now a water issue of extreme low pH  
22 levels under 4 that cause skin abrasions that also test positive for coliform bacteria, like E. coli,  
23 which has been noted by independent experts to have been added to the water system as a likely  
24  
25  
26  
27  
28

1 intentional act, resulting in 4 adult men getting sick and my 2 remaining cats, my closest friend  
2 and roommate who thought I was being overly cautious with my characterization of the  
3 potability of the water supply and deteriorated quickly from a healthy 39 year old in October, to  
4 hospice care by March, and deceased on March 21 in what could arguably be called a wrongful  
5 death. My sickness from the water has now resulted in 6 emergency room visits, a couple of  
6 urgent care visits, a couple of primary care visits, and multiple specialists including dermatology,  
7 urology, and gastrointestinal specialist on the way. This does not include the mental harassment  
8 from Ms. Holmes and the building tenants who I have witnessed and recorded that have plotted  
9 to corroborate about violent acts that I have made against and/or to them, and false police reports  
10 that did not result any findings. This is very serious, and I have been fearful of my life. Because  
11 of the toxicity in my apartment, which a certified enviromental specialist in business for 20 years  
12 described to me that it is one of the most toxic if not the most toxic aparrtment he had ever  
13 encountered and urged me to move immediately. For the last six months I have asked the  
14 Plaintiff and Mr. Bornstein to return the apartment to habitability, and they have not responded  
15 even once to that request, despite being sent the results for air and water sampling. I have done  
16 my best to respond to the courts despite caring for my dying friend, dealing with constant  
17 medical issues for 5 months, finding new places to reside safely with my cats waiting for  
18 anything the Plaintiff could do to oblige, and after \$20000 in housing, incidentals, pet fees,  
19 medical expenses, and testing, I attempted to move back in a month ago to try to restore the front  
20 two rooms myself to be safe enough to live in. Within 3 hours, my lungs were burning with a  
21 "dry pneumonia" caused by mold spores in the lungs and swelling of the airways decreasing  
22 respiration. My body developed more sores on every limb, many of them bleeding, and I have  
23 had 3 emergency room trips since these ex parte motions that have no basis whatsoever except  
24  
25  
26  
27  
28

1 for pure retaliatory fantasy on behalf of the Plaintiff and her employees who are now posing as  
2 her tenants. It has been a struggle for me to find appropriate representation due to the Covid  
3 situation, and to keep up with answering the courts with limited experience representing myself,  
4 spending much of my time dealing with medical and housing issues. I was contacted a few  
5 weeks ago by the Eviction Defense Collaborative after nearly a month of leaving daily messages  
6 who helped me provide an answer to the unlawful detainer filed last Friday,  
7

8 6. I opened a Department of Building Inspection (DBI) investigation against the DBI's  
9 nonaction and falsification of Notice of Violations (NOV) dating back to 2015 that have not been  
10 abated or corrected after DBI falsified records showing it was completed. All NOV's are  
11 documented with a timeline that clearly shows the falsified records which fell in Ms. Holmes  
12 favor (Appendix A). These NOV's and the lack of attention thereof, along with the felonious  
13 findings of diverted electricity and my recording of bribing city officials, have heightened Ms.  
14 Holmes' desire to evict me from the building.  
15

16 7. I have paid Ms. Holmes all rent money due in a timely manner with proof of payment.  
17 Ms. Holmes has accepted all monies paid until the unlawful detainer except for three months  
18 despite the outstanding NOV's against her building. During those three months, despite being  
19 paid on time, the Plaintiff refused to pick up the checks that I left for her in her office, as the  
20 lease had indicated that it was an option. She amended the lease and demanded the 3 months of  
21 rent I paid to her office be sent to her address in Petaluma, where she does not even reside, only  
22 to use that time to tell as many people as she could that I was 3 months behind on my rent for  
23 which she intended to evict me. As a final note on this issue of residence, the Plaintiff and her  
24 husband spend many of their nights overnight in the upstairs two residents units. And when I  
25 returned to my unit a month ago, she and her husband were there every single night staying with  
26  
27  
28

1 Mr. Severance. Even now, on my surveillance camera, I hear the Plaintiff and Mr. Severance  
2 talking all through the night until dawn, with noises of machinery, water pumps, and what  
3 sounds at times like centrifuges in the background. They have been in my apartment unlawfully  
4 even as early as Thursday morning, and Tuesday night I had to call the police because someone  
5 was in my apartment without setting off the alarm, and my front window that is not alarmed had  
6 three locks opened on them that I had previously secured. My mail has been missing for weeks,  
7 including the ones that they claim were served at that address. The Plaintiff is the only person  
8 with keys to open the front and back door locks, and with the knowledge from being inside the  
9 apartment as to which windows are alarmed and which are not.  
10

11 8. In May 2019, my roommate, now inconveniently deceased, and I clearly overheard a loud  
12 conversation between Mr. Severance; two other employees of the Plaintiff, Jazmin Cruz (I  
13 believe that is one of the names she uses) and Sean Tracy; and a Legal Expert on a conference  
14 call by speakerphone. At the time, I believed the Legal Expert was an officer at the SFPD who  
15 has consulted with them in the past. I have alerted Mrs. Holmes and Mr. Severance that their  
16 discussions made in the service way between 886 and 888 14th St, in the garage, and in any of  
17 the rooms adjacent to the light well between 882 and 884 14th St are clearly heard from any of  
18 the rooms in my home adjacent to the light well or serviceway, and the clear transmission of the  
19 sounds made by conversations, music, or construction is amplified by the fact that Mr.  
20 Severance has refused outright to put any rugs down in his apartment. He has made ridiculous  
21 excuses to me which are more intended as bullying than providing actual rationale for refusing to  
22 put down floor coverings: "I have a Masters Degree in Sound Engineering. It's what I do for a  
23 living. And it is a myth that rugs absorb sound." It is funny that on the advice of the SFPD that  
24 we consult a mediation board, and I asked Mr. Severance and Mrs. Holmes to present those  
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1 arguments there, and the mediation board said those parties refused to answer any of the multiple  
2 attempts they made to reach them.

3 In any event, in May, the four parties listed above were speaking loudly on speakerphone  
4 with the windows open while the Expert provided clear consultation to the "residents"/employees  
5 of the Plaintiff who "live"/work in their business together upstairs. During that conversation, my  
6 roommate and I both sat there listening incredulously, which was also recorded and which I  
7 assume they meant for us to hear or which they had no concern about it being private given my  
8 prior alerts to them and their frequent complaints of being able to hear every sound from my own  
9 apartment. In that conversation, the Expert, who I now believe was legal counsel, consulted with  
10 them about three key elements of a conspiracy plot to accuse me of an assault on Mr. Severance  
11 with the outcome of having me arrested under false charges: 1) there would be a friend- or self-  
12 inflicted wound on Mr. Severance, which upset Ms. Cruz (alias?), 2) they and the Plaintiff and  
13 her husband needed to be tightly uniform in bearing false witness against me to the responding  
14 officer from the SFPD, and 3) there was an object of some kind that needed to be planted on the  
15 premises or in my apartment that would be the proof that I indeed had been responsible for the  
16 violent threat or other crime. I could not see the object that they were discussing that they had in  
17 their possession at the time, but it was clearly something like an unregistered gun (I do not own a  
18 gun of any kind), or a registered gun with a body count, or narcotics. Whatever it was, the  
19 Expert they were consulting on the phone was impressed that they had obtained it and agreed  
20 with them that it was perfect for the plot to work.

21 I alerted Mr. Bornstein in December 2019 that I had well-documented and has shared my  
22 knowledge of this conspiracy, and I did inform Mrs. Holmes that I had a recording of that  
23 conversation immediately after hearing a second conversation in June between her and Mr.  
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1 Severance in which they discussed a more long-term strategy of building a case with multiple  
2 false reports of violence perpetrated by me with the final act being the report made in  
3 conjunction with the self-inflicted injury with multiple false witnesses present with the intent of  
4 having me wrongfully incarcerated, to prevent me from being present at a meeting requesting  
5 summary or default judgment. In that way, the Plaintiff and her employees would never be  
6 deposed or have to appear in court, something that would be difficult to do considering all of the  
7 stories would be perjured. For this reason alone, it is critical that I be allowed to serve subpoenas  
8 to the witnesses to these false allegations and to Mr. Bornstein, himself, so they, the Plaintiff and  
9 her husband can each respond in detail about the events listed in the declarations and unlawful  
10 detainer, especially considering that they never occurred, no police were ever called to make a  
11 report or to charge me with assault, no previous applications have been filed for a restraining  
12 order, no attempts were made on their part to get a mediator after twice rejecting the mediators  
13 who called on my behalf, I have never been a threat to public safety, and that other than these  
14 biased “witnesses” who were coached in an illegal felonious conspiracy, there are no others who  
15 have ever witnessed me engage in any such threatening or violent act as described in these  
16 declarations. The one exception may be an unlicensed psychiatry resident in his second month  
17 of training, who I met no more than 20 minutes and who I reviewed negatively to his supervisor  
18 who threatened me in front of the staff of his training clinic that he was going to make my life  
19 “extremely complicated,” knowing that I was very upset that both of my cats had been poisoned  
20 inside of my home, and that in confidence, I told him I suspected the Plaintiff or Mr. Severance  
21 of doing. He asked if I owned any weapons, and I declared that I did not own a gun and that if I  
22 needed something for defense, I had a gardening machete. I never said that I would use it to  
23 attack anyone. He contacted the Plaintiff who told him that I had attacked her, that she was a  
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1 senior citizen and suggested that I engaged in elder abuse, all lies, and the ensuing  
2 documentation around that phone call falls outside of any recognized ethical or standard practice  
3 for dealing with Tarasoff risks. At the time this occurred with this unlicensed trainee, I had  
4 already been a licensed mental health professional for over 20 consecutive years.

5         When I and my roommate shared what we had heard in the speakerphone meeting with a  
6 Legal Expert in May, June and July 2019 and follow up after the 3 day quit letter with the police,  
7 the District Attorney's office, the Mayor's office, family including those in high office of law  
8 enforcement and friends, the consensus felt that the conversation was intentionally made loud  
9 enough for me to hear with the intention being to threaten me and less likely that there was any  
10 serious threat of falling victim to the plans outlined in their conspiracy. However, given that all  
11 of this has been put in these declarations, specifically false reports of assault and threats made by  
12 me, and these have been filed with the court under penalty of perjury, I am inclined to think  
13 otherwise and that there is some merit to the conspiracy being more than just a threat, whether  
14 orchestrated by a corrupt officer or an unscrupulous legal counsel. I understand fully the severity  
15 of these allegations, which I would go as far as to say allege criminal felonies including but not  
16 exhaustive of perjury, bribery, energy diversion, animal cruelty, conspiracy to make false reports  
17 of violence to the police and to the courts, premeditated murder, and attempted murder, and take  
18 them very seriously, and I would not file this with the court were it to be otherwise.

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22 9.         Before the unlawful detainer, it had been a year or longer since I had even seen the  
23 Plaintiff in person other than outside my window. Since that time, I have seen her once and only  
24 once, in January when a Notice of Entry was placed on my door without 24 hours notice. She  
25 also claimed that I must be present as her keys to my apartment had been stolen and that if I was  
26 not present, the locks would be drilled out at my expense, which is outrageous in its own right.  
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1 Mr. Pfost was my legal counsel at the time, and I begged him to go with me to meet her as I was  
2 highly suspicious of her motives to ensure I would go and to ensure that I would not have enough  
3 time to get someone to accompany me. Mr. Pfost was aware of the conspiracy plot, and given  
4 they had just filed that I had committed the violent acts that they were going to allege I had  
5 perpetrated in that conspiracy, I told Mr. Pfost, Ms. Willison, who was briefly my replacement  
6 representative, and more than a dozen other people that there was no way I had any intention of  
7 physically being anywhere around her, especially not alone when I feared that they would carry  
8 out what they had advised to do by their Legal Expert in May 2019: to physically detain me,  
9 either the Plaintiff or Mr. Severance would suffer a self- or friend-induced injury, and when the  
10 police would arrive, they would have me arrested with multiple false witnesses present. Mr.  
11 Pfost and Ms. Willison believed I was being overly cautious, but I have been terrorized by these  
12 individuals for years and I knew what they were capable of doing. When I could not get anyone  
13 to go with me, I came up with a simple solution. I arrived exactly on time not just to find the  
14 Plaintiff there, but on the porch was her husband, Mr. Severance, Ms. Cruz, Mr. Tracy, and the  
15 two DBI Inspectors who I had reported for fraudulently abating cases and accepting bribes! The  
16 men stood on the porch, waiting for me like an army. The Plaintiff came over scowling at me,  
17 and I handed her the keys, asked her to make copies at her own expense, that I remotely turned  
18 off the alarm, and that they could help themselves inside, and to leave my original copies in the  
19 mailslot. And with that, I turned away telling them I had another appointment scheduled at that  
20 time, I went to get a manicure and pedicure to relax after stressing about being there all morning.

25 When I saw all of the players in the conspiracy meeting on my front porch in January like  
26 an army, I knew that it was definitely real. If I had stayed, they would have detained me until  
27 police arrived, all would make a false witness testimony, and I would be wrongfully jailed. In  
28

1 February, another Notice of Entry was posted. And not only did I not attack her, but I was not  
2 even there. I had once again begged Ms. Willison to go with me, and she said she could not. I  
3 told her that I would not be anywhere near the Plaintiff alone out of fear for my freedom and  
4 safety. Ms. Willison indicated that she believed I was being overreactive and paranoid. I  
5 forwarded her copies of my exchange with the Plaintiff that day, where I told the Plaintiff, I had  
6 disarmed the alarm system, she had keys to let herself in, and that she could help herself. I had  
7 already had to stay elsewhere at that time due to the extreme habitability issues, no potable  
8 water, under duress, unable to breathe due to the mold, skin lesions covering my body, and  
9 dealing with multiple doctor visits, in the emergency room myself, incredibly sick that very  
10 evening. These continued false declarations are harassment and an attempt for the Plaintiff and  
11 her counsel to take advantage of the Covid stay order, knowing I have found it nearly impossible  
12 to find counsel at this time, and that almost no court resources have been available to help me  
13 with this case, which is filed unlawfully and with all accounts perjured completely.

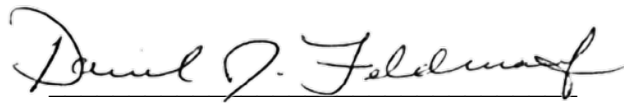
14  
15  
16 10. I ask that the court find the Plaintiff and her other Tenants are falsely testifying in this  
17 case. Their actions have been detrimental to my health and safety, have led the death of my pet,  
18 and the wrongful death of my closest friend and roommate.  
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1 11. I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct and can personally testify thereto.

3  
4 8809 Denington Drive

5 Louisville, KY 40222

6  
7 Dated: June 8, 2020

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9 

10 Daniel Joseph Feldman  
11 Defendant In Pro Per.  
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APPENDIX A.

LETTER TO DEPARTMENT OF BUILDING INSPECTION REQUESTING  
AN INVESTIGATION INTO CORRUPTION AND MISCONDUCT

**Daniel J. Feldman, Ph.D.**  
884 14th Street  
San Francisco, CA 94114  
(307) 699-3223 (c)  
[danieljfeldmanphd@gmail.com](mailto:danieljfeldmanphd@gmail.com)

**28 May 2019**

**Taras Madison**  
Deputy Director

**James Sanbonmatsu**  
Chief Housing Inspector

**CC:**

**Emily Morrison**  
Human Resource Manager

**Jose E. Lopez**  
Senior Housing Inspector

**Department of Building Inspection**  
1660 Mission Street, 6th Floor  
San Francisco, CA 94103-2414

Dear Ms. Madison and Mr. Sanbonmatsu:

Thank you for taking my call and listening so compassionately the other day. This letter only partially describes the full detail of my complaint involving several inspectors which alleges infractions to different degrees of severity ranging from unlawful entry to corruption and fraud. As I mentioned, I have a great deal of evidence to support my claims, and I have tried to provide a concise, but compelling narrative. I understand that some areas may be quite detailed and others may be lacking sufficient evidence, and I am pleased to provide whatever assistance you may need to understand or bolster my claims. In the Addendum, I have provided a summary of complaints, permits and Directors Hearings on the property. I have highlighted specific instances which I believe clearly indicate misconduct on behalf of inspectors, contractors, or my landlady. In many ways, these tell the complete story with only facts.

After speaking with Mr. Lopez in November 2018, he urged me to write to Ms. Morrison regarding serious infractions by several Department of Building Inspection (DBI) employees beginning in 2016. Negative consequences have resulted from this misconduct, such as exposure to hazardous living conditions for an extended period of time for myself and my neighbors; personal direct costs that I incurred to review and repair issues unaddressed when Notices of Violation (NOV) were wrongfully abated; unlawful entry of DBI personnel into my home; and my inability to recover unlawfully collected rents from my landlord.

Separately, and more importantly, from recordings I made in May 2017, Rosemary Bosque, who retired in the summer of 2018, and James Sanbonmatsu identified the inspectors who they said

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1 fraudulently abated NOV's related to my complaints and reported that other complainants have made  
2 similar allegations about the same inspectors. After providing a written statement about this  
3 misconduct at their request, including the recordings, no further official communications or  
4 re-inspections for the abated NOV's have occurred to my knowledge. Coincidentally, after Ms.  
5 Bosque and Mr. Sanbonmatsu requested my official statement, I have had to file multiple police  
6 reports about harassment and threats against me. Considering that similar allegations and  
7 experiences by regular citizens of San Francisco about DBI inspectors, including retaliation, have  
8 been reported in the media over recent years (SFGate 8/2005, 3/2007, 10/2012; Wall Street Journal  
9 6/2013), I would anticipate DBI would want to mitigate possible liability due to corruption in the future.

10 It is my expectation that Human Resources will investigate the allegations and make revisions and/or  
11 addendums to existing NOV's which have been wrongfully abated. As I attempt to recover costs and  
12 retribute unlawfully collected rents with the Rent Board, I will need correspondence when the  
13 investigations begin, as well as progress notes leading up to and including the final outcome of the  
14 investigations.

15 If criminal behaviors are identified through this investigation, I am willing and able to provide  
16 evidence, documentation, and witness testimony as needed to indict both guilty DBI employees  
17 and/or external parties. As a licensed clinical neuropsychologist with more than a decade of expert  
18 witness testimony both in local and federal courts including the U.S. Supreme Court, I am familiar  
19 with these types of court proceedings and the due diligence that goes into cases of fraud and  
20 government corruption.

21 The following is a synopsis of specific concerns related to property 884 14th Street, block 3538, Lot  
22 033, I would like reviewed.

23 Original lease agreement date: March 15, 2013

24 Move-in date: April 19, 2013

25 Owner and landlord of the property: Linda Steinhoff Holmes of 999 Lohrman Lane, Petaluma,  
26 California, 94952; as well as 1619 29th Ave, San Francisco, California 94122.

27 Personal background at property: I am a victim of two violent attacks at or near the property, in April  
28 2013 and August 2013, which have left me with permanent physical disabilities and emotional  
post-traumatic stress disorder. These disabilities for which I am awarded income from Social Security  
Disability Insurance, in addition to deliberate retaliation of my landlord as I will attempt to show in  
California Superior Court, have prevented me from returning to work. As a result, having a safe living  
environment is of the utmost importance. I have installed and posted signage of video surveillance at  
the entrances to my apartment where most of the evidence of the instances related to the inspectors  
are documented.

1. Christina Dang, a) fraudulent reporting on housing inspection regarding lead paint and water  
drainage; b) refusing to make concessions to inspect outside lighting on the property; c)  
unlawful entry with Art Campos and fraudulent reporting on an interior water leak
  - a. NOV 201620741 was filed 6/2/2016 by Inspector Matthew Luton. Over 12 months later,  
before any work had been performed on this serious complaint, Ms. Dang was assigned  
to inspect work to remove and restore lead paint in the light well. When Ms. Dang came

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1 for the inspection on 6/8/2017, she claims she was shown the wrong side of the building  
2 by Bob Noelke, contractor representing the landlord. Ms. Dang signed off that all work  
3 was completed and corrected, and the case was abated. Following this erroneous  
4 abatement, my landlord was excused from any fees, fines, or liens on her building as  
5 the fifth scheduled Director's Hearing was removed from the schedule. To be clear,  
6 during the preceding 12 months, neither my landlord nor her agent had been present for  
7 any but one of eight scheduled inspections nor any but one of the Director's Hearings  
8 where her agent appeared to request a continuance.

9 During the next inspection on 6/22/2017, Ms. Dang was shown the work that had not  
10 been completed from the previous NOV 201620741, and she refused to correct the  
11 abatement. Instead, Ms. Dang created a new lead paint complaint as part of NOV  
12 201786171. Over the next three months, the lead paint was properly removed and the  
13 case was officially abated on 10/5/2017 by Ms. Dang.

14 Had Ms. Dang not created a new NOV, nor abated the first NOV improperly, I would be  
15 entitled to an additional \$16,800 in unlawfully collected rents.

16 It should also be noted that the water drainage issue on NOV 201620741 was also  
17 abated prematurely, and Ms. Dang has subsequently refused to open an NOV. There  
18 continues to be a significant water drainage issue with water standing against the back  
19 of the building. If this had been noted as an outstanding NOV, I would be entitled to an  
20 additional \$159,600 in unlawfully collected rents.

- 21 b. The building did not have required exterior lighting in common areas such as entrances,  
22 porches, and interior common hallways controlled by a motion sensor or to keep the  
23 luminaire switched on which is required by San Francisco Residential Requirements for  
24 a low-rise multi-family building. The landlord had the settings set for daylight hours and  
25 posted signs for tenants to not change the settings or turn on the lights, despite multiple  
26 requests that she restore lighting as homeless and others took advantage nightly of the  
27 enclosed dark shelter. Their vagrancy prevented me from leaving the residence in the  
28 evenings without suffering panic attacks, related to the attacks which occurred there in  
29 2013.

30 During the 6/22/2017 inspection, I requested a review of the lack of nighttime lighting.  
31 Ms. Dang verbally communicated she would not file an NOV. She also stated she  
32 would not inspect during non-daylight hours to observe the lack of light in the common  
33 areas, or allow photographic evidence or witness testimony documenting the violation. I  
34 had to rely upon urging my neighbors to contact my landlord directly about her infraction  
35 of Duboce Triangle Neighborhood Association policies for lighting and safety.

36 This request was ignored until 11/21/2017 when I discovered that a previously abated  
37 electrical violation in which I had been paying for electricity provided to the common  
38 areas of the building had not been corrected: NOV 201720933. At that time, the porch  
39 issue was partially addressed.

- 40 c. An inspection date of 11/14/2018 for NOV 201894761 to inspect a water leak repair was  
41 scheduled by Ms. Dang on or before 11/9/2018 with the landlord's contractor Art  
42 Campos. On Saturday, 11/10/2018, a letter was postmarked to alert me of the intent to



1  
2 enter the apartment, in violation of Civil Code 1954 which requires 6 days prior notice. I  
3 received the notice Tuesday evening, 11/13/2018, at which point I alerted the landlord  
4 and Art Campos I would not be available at that time and to reschedule the appointment  
5 with proper notice.

6  
7 On the morning of the inspection, I found a written notice posted on the porch  
8 11/13/2018 by Art Campos. From video surveillance recording, he did not ring the  
9 doorbell, text or call me as he has done in the past. I contacted 311, DBI, and the Rent  
10 Board immediately to query Ms. Dang's intent to enter the apartment. I was instructed  
11 that reasonable notice had not been given and for me to prepare a notice that an entry  
12 into the apartment would be unlawful and to communicate that to the landlord, her  
13 representative and Ms. Dang. The notice was posted over the front and back door  
14 knobs, and text messages sent to all parties.

15  
16 When Ms. Dang and Mr. Campos arrived, I was told in text message from Mr. Campos  
17 that if I do not open the door to finish the NOV process "the HIS city officials will not  
18 address your future complaints for not following through with this NOV." I asked Ms.  
19 Dang to clarify the statement to me, and no further clarification was given. Ms. Dang  
20 proceeded to forcefully enter my apartment using a key given to her by Mr. Campos  
21 which is recorded on video surveillance and by multiple witnesses.

22  
23 With the door only open a few inches, she was confronted by me and my guests and  
24 told not to enter. She argued with me and continued to push through the about 1 foot  
25 into the door entry. Without coming fully into my apartment, Ms. Dang said her  
26 inspection was completed. From the video surveillance it is obvious Ms. Dang was  
27 physically unable to inspect the area of the NOV, yet she abated the case when she  
28 returned to her office.

After this incident i spoke with her supervisor Jose Lopez who initially supported her  
claims that she was able to enter my apartment (albeit unlawfully) and able to complete  
the inspection. Upon viewing the video evidence of her entry he expressed deep  
concern that it was obvious no inspection was completed. I shared my other concerns  
about the lead paint reported above, and he urged me to contact Ms. Morrison with  
Human Resources. He recommended at that time that Ms. Morrison, Mr. Luton, Ms.  
Dang, and himself could be available to an onsite investigation.

References:

Tenants Rights, San Francisco Tenants Union, 19th edition

EPA Health Hazards Reference: <https://www.epa.gov/lead/learn-about-lead>

Residential Compliance Manual Multifamily Common Area Lighting Requirements:  
<https://energycodeace.com/site/custom/public/reference-ace-2016/index.html#!Documents/64multifamilycommonarealightingrequirements.htm>

Requirements for Residential Outdoor Lighting:  
<https://energycodeace.com/site/custom/public/reference-ace-2013/index.html#!Documents/67requirementsforresidentialoutdoorlighting.htm>

Housing Inspection Services division:  
[https://sfdbi.org/ftp/uploadedfiles/dbi/Key\\_Information/Housing%20Inspection%20Services%20Division.pdf](https://sfdbi.org/ftp/uploadedfiles/dbi/Key_Information/Housing%20Inspection%20Services%20Division.pdf)

2. Robert Noelke and two unidentified inspectors, alleged fraudulent collusion on May 24, 2017 with two inspectors to abate outstanding NOV's without completion.

Mr. Noelke was hired by the landlord to manage the repairs and additions required to address NOV's made in 2016 and 2017. After multiple delays and 12 months of missed inspection dates and Director's Hearings by the landlord, Mr. Noelke sent a letter on behalf of the landlord requesting an inspector change to Andrew Karcs. Two days later on May 24, 2017, Mr. Noelke arranged to meet two inspectors on the property who I did not know and did not see. I heard and recorded the conversation by video surveillance on the porch outside of my apartment entrance, in which it was discovered Mr. Noelke was a former inspector for the DBI. The DBI discussion with Mr. Noelke addressed the urgency when the final repairs needed to be made due to the postponement of several Director's Hearings by the landlord.

The Senior Inspector stressed that completing the work to complete the NOV's in time for the Director's Hearing the next day would be time and cost prohibitive. There was a pause in discussion. The Senior Inspector said "tell your client there is nothing to worry about. There will be no fines assessed or liens placed on her property". Mr. Noelke asked if he needed to return after once the work was actually completed, and the Senior Inspector said "no, that's ok. I trust you, Bob."

All outstanding NOV's were abated before the Director's Hearing the following day, May 25, 2017, despite photographic and witnessed evidence that much of the work had not been started. This includes the lead paint NOV that was abated by Ms. Dang on 6/8/2017 (a week after this discussion with Mr. Noelke and the two inspectors), and water drainage resulting in standing pools of water in the backyard that continues to this day.

I reported this within 24 hours to Rosemary Bosque and James Sanbonmatsu, as noted above.

References:

A list of NOV's with specific complaints, filing dates, re-inspection dates, Directors Hearings' dates is attached.

3. Michael Bain, refusal to include evidence from PG&E and independent licensed electrician and eye-witness testimony in regards to new wiring that was added to my fuse box without a permit.

I have had significant electrical issues since I moved into the apartment. On December 7, 2017, my electricity went out and I went down to where my fuse box is located and found my landlord's husband, Curtis Holmes standing on a ladder tampering with the fuse box.

On December 8, 2017, PG&E came to evaluate why my energy costs had gone up dramatically over the past two months. Upon their review, PG&E's review, they indicated that he could tell changes to the wiring had been made, but formally could not report anything

5



beyond the meter. The PG&E electrician suggested I get an independent licensed electrician to review.

I contacted Bay Electric to complete a review and report. They came out the same day, on December 8th. This review was recorded for documentation purposes. The electrician identified where the old wiring was removed (from discoloration of the ceiling where wiring used to be and the new wiring was added), fresh plaster was applied to cover up the additions,

On December 12, 2017, Michael Bain, of DBI, came to inspect the wiring. He reviewed the site quickly, noted that he did not see any new electrical work or evidence of work done without a permit. He dismissed the PG&E, Bay Electric, and eye-witness evidence of the tampering that was documented.

On December 14, 2017, SFPD stated a police report can be filed if DBI completed a report of tampering with wiring, performing "electrical work without a permit."

On December 16, 2017, Bay Electric removed wiring from the meter and panel from the other apartment unit with a permit. "Junction box in garage ceiling for unit 884 was being tapped by unit 884A, so I disconnected wire in junction box."

To this day, the energy diversion still needs to be fixed; I need a proper inspection from an unbiased DBI inspector immediately to determine if all is in order and that permits were properly attained.

References:

Crimes Against Property 498 Theft of Utility Services: #4, 5, 6, and 7b

Please let me know if there is any additional information I can provide, or if there are other referrals you can direct me to within your organization to assist with the investigation. It may be helpful for us to have an initial meeting to clarify this letter or for us to organize and/or provide additional documentation in order for you to commence an investigation.

Thank you for your consideration.

Sincerely,

Daniel J. Feldman, Ph.D.

Cc: **Emily Morrison**  
Human Resource Manager

**Jose E. Lopez**  
Senior Housing Inspector

Addendum: Notice of Violations

6

**ADDENDUM**

**NOTICES OF VIOLATIONS, PERMITS, COMPLAINTS FOR 884 14TH STREET**  
**(1,489 DAYS IN VIOLATION SINCE 2016)**

**Building permit #8701847 (91 DAYS)**

Date opened: 1987 Feb 11  
Date closed: 1987 May 12  
Purpose: VINYL SIDING (ALSIDE) TO FRONT OF BLDG-WALL

**Plumbing permit #19970812 (1 DAY)**

Date: 1997 Aug 12  
Purpose: GAS LINE RUN TO WATER HEATER

**NOV#200226006 (133 DAYS; 102 DAYS IN VIOLATION)**

Date opened: 2002 Feb 06  
Date closed: 2002 Jun 18  
Status: Abated  
Inspector(s): COBLE  
Complaint: 1) Repair roof and rear stairs  
Reinspection Date: 2002 Jun 16  
Attendees: Coble; Hernandez

**Building permit #200204224575-200226006 (25 DAYS)**

Date opened: 2002 Apr 22  
Date closed: 2002 May 17  
Purpose: REPAIR STAIRS AS PER NOTICE OF VIOLATION COMPLAINT #200226006  
Inspector: BIRMINGHAM

**Building permit #200501183342 (92 DAYS)**

Date opened: 2005 Jan 18  
Date closed: 2005 Apr 19  
Purpose: REROOFING  
Inspector: BARRIOS

**NOV #200666739 (21 DAYS)**

Date opened: 2006 Feb 02  
Date closed: 2006 Feb 22  
Status: Abated  
Inspector(s): MARQUEZ; QUINLAN  
Complaint: ROUTINE INSPECTION  
Reinspection Date: 2006 Feb 22  
Attendees: QUINLAN

**NOV #200725072 (7 DAYS)**

Date opened: 2007 Oct 05  
Date closed: 2007 Oct 11  
Status: ADDRESS OF COMPLAINT INCORRECT  
Inspector(s): WONG  
Complaint: Installing gas line w/o permit (gas smell)

**NOV #201605511 (520 DAYS; 490 DAYS IN VIOLATION)**

Date opened: 2016 Mar 14

Date closed: 2017 Aug 15

Status: Order of Abatement

Inspector(s): LUTON; KARCS; LOPEZ; DANG; SANBONMATSU

Complaint: Mold present in the back stairwell, no lighting in stairwell, no handrails, exposed electrical wiring

Complaint 1: Repair rear stairs (dry rotted wood & mold)

Complaint 2: Repair windows throughout unit (16 windows in total)

Complaint 3: Repair rear door

Complaint 4: Provide adequate lighting (rear exit staircase for all units)

Reinspection 1: 2016 Apr 15 (rescheduled by owner)

Reinspection 2: 2016 Jun 6 (partially completed #1; no work on others)

Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED

Reinspection 3: 2016 Jul 5 (Owner no-show)

Attendees: LUTON; OWNER NO-SHOW

Reinspection 4: 2016 Aug 4 (partially completed #1/#2; completed #3; permit issued for #4)

Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED

Reinspection 5: 2016 Aug 9 (no change)

Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED

Directors Hearing 1: 2016 Aug 18 (continued per phone call from NOELKE)

Attendees: LOPEZ; FELDMAN

Reinspection 6: 2016 Aug 24 (no change)

Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED

Reinspection 7: 2016 Sep 20 (Owner no-show)

Attendees: LUTON; OWNER NO-SHOW

Directors Hearing 2: 2016 Sep 22 (returned to Division for Further Action; no "action" appears to have been taken)

Attendees: NOELKE; KARCS

Reinspection 8: 2016 Dec 12 (partially completed #1; completed #2, #3, #4)

Attendees: LUTON; FELDMAN; L. HOLMES

Reinspection 9: 2017 Feb 1 (Owner no-show)

Attendees: LUTON; OWNER NO-SHOW

Reinspection 10: 2017 Apr 11 (#1 still not completed)

Attendees: DANG; FELDMAN

Directors Hearing 3: 2017 May 25 (not reported by Dang in the NOV complaint tracking system)

Attendees: FELDMAN only as the Directors Hearing was continued with a phone call from

Owner's Representative

Directors Hearing 4: 2017 May 30 (Decision determined outside of Directors Hearing; 7 day advisement for 7 day Order of Abatement)

Attendees: SANBONMATSU

Reinspection 11: 2017 Jun 7 (#1 still not completed nor permit issued)

Attendees: DANG; FELDMAN; OWNER NOT REPRESENTED

Order of Abatement: 2017 Jun 13

Final Bill Received: 2017 Aug 15 (Receipt #HIS10887)

NOTE: This work was finally reinspected by Fessler as part of Building Permit #201604205249 (see below). Incidentally, I was told that the Owner incurred no liens, fines, or fees although this case was over 15 months in violation.



**NOV #201607481 (2 DAYS)**

Date opened: 2016 Mar 22

Date closed: 2016 Mar 23

Status: Closed due to duplicate complaint; inspector refers to NOV #201605511  
however NOV for this item did not actually begin until NOV #201620741, June 2, 2016.

Inspector(s): LUTON

Complaint: Lead paint hazard

**Building permit #201604205249-3321198 (428 DAYS)**

Date opened: 2016 Apr 20

Date closed: 2017 Jun 21

Purpose: COMPLY WITH NOV 201605511 AND INSTALL HANDRAILS REAR STEPS,  
MINOR MAINTENANCE WORK IN PUBLIC AREAS OF BUILDING. REAR STAIR - REPLACE IN  
KIND, LESS THAN 50%. COMPLIANCE WITH ITEMS 1-4 (see above) AT TIME OF INITIAL PERMIT  
REQUEST

Inspector(s): FESSLER; CHIU

Re-Inspection 1: 2016 Jun 24 (rough frame)

Attendees: CHIU; NOELKE

Re-Inspection 2: 2017 Feb 3 (reinspection required)

Attendees: FESSLER; NOELKE

Re-Inspection 3: 2017 Jun 21 (final inspection approved)

Attendees: FESSLER; NOELKE

**NOV #201616485 (54 DAYS)**

Date opened: 2016 May 09

Date closed: 2016 Jul 01

Status: Abated

Inspector(s): BAIN

Complaint: Overloaded electrical box

Inspection Date: 2016 May 11

Attendees: BAIN; FELDMAN NO-SHOW (had not received message re: appointment)

Inspection Date 2: 2016 Jul 1

Attendees: BAIN; FELDMAN (electrical box did not appear overloaded)

**NOV #201620721 (195 DAYS; 165 DAYS IN VIOLATION)**

Date opened: 2016 Jun 01  
Date closed: 2016 Dec 12  
Status: Abated  
Inspector(s): LUTON  
Complaint 1: Additional damaged inoperable windows not noted in NOV #201605511  
Complaint 2: Unapproved P-trap in kitchen sink  
Complaint 3: Water leak and damage in kitchen and bathroom sinks  
Re-inspection 1: 2016 Jul 5 (Owner No-Show)  
Attendees: LUTON; OWNER NO-SHOW  
Re-inspection 2: 2016 Aug 4 (Complaint 1 50% completed; complaints 2-3 completed)  
Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED  
Re-inspection 3: 2016 Aug 24 (No change)  
Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED  
Re-inspection 4: 2016 Sep 20 (Owner no-show)  
Attendees: LUTON; OWNER NO-SHOW  
Re-inspection 5: 2016 Dec 12 (All completed)  
Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED

**NOV #201620741 (372 DAYS; 342 DAYS IN VIOLATION)**

Date opened: **2016 Jun 02**

Date closed: **2017 Jun 08**

Status: **Improperly abated by Dang; improperly reinstated as new NOV #201786171**

Inspector(s): **LUTON; DANG; HERRING; DAVISON; KARCS**

Complaint: **Egress obstruction; damaged drain covers; water damage in garage ceiling; lead paint removal from west and rear sides of the building**

Complaint 1: **Remove garbage and recycling bins from exit corridor**

Complaint 2: **Replace damaged drain covers**

Complaint 3: **Repair damaged garage ceiling from water leak**

Complaint 4: **Remove peeling lead paint from west and rear sides of building**

Re-inspection 1: **2016 Jul 5 (Owner no-show)**

Attendees: **LUTON; OWNER NO-SHOW**

Re-inspection 2: **2016 Aug 4 (Completed #1-3; no work on complaint #4)**

Attendees: **LUTON; FELDMAN; OWNER NOT REPRESENTED**

Re-inspection 3: **2016 Aug 9 (No change)**

Attendees: **LUTON; FELDMAN; OWNER NOT REPRESENTED**

Re-inspection 4: **2016 Aug 24 (No change)**

Attendees: **LUTON; FELDMAN; OWNER NOT REPRESENTED**

Re-inspection 5: **2016 Sep 20 (Owner no-show)**

Attendees: **LUTON; OWNER NO-SHOW**

Re-inspection 6: **2016 Dec 12 (Completed #1-3; #4 completed for north side of building only; no work done in light well)**

Attendees: **LUTON; FELDMAN; OWNER NOT REPRESENTED**

Re-inspection 7: **2017 Feb 1 (Owner no-show)**

Attendees: **LUTON; OWNER NO-SHOW**

Re-inspection 8: **2017 Apr 11 (Complaint #4 still not completed; Directors Hearing requested 4/17)**

Attendees: **DANG; FELDMAN; OWNER NOT REPRESENTED**

Owner request: **2017 May 3 (Request to Sr. Inspector Karcs for 30 day continuance)**

Directors Hearing 1: **2017 May 5 (Notice of Directors Hearing not distributed or in complaint tracking system; case given 30 day continuance despite 2 previous Directors Hearings for #201605511 being already continued for over 6 months)**

Attendees: **DAVISON; OWNER NOT REPRESENTED; FELDMAN NOT NOTIFIED**

**NOTE:** **2017 May 24 (NOELKE as Owner's Agent was recorded by properly noted surveillance on porch at premise meeting with 2 DBI inspectors and using his influence to persuade the immediate abatement of this NOV despite work obviously not completed; the unidentified Senior Inspector commented that the work to complete this NOV would be cost and time prohibitive before any scheduled Directors Hearings, and after some moments of silence, restated his position and told NOELKE to assure his client that the NOV would be abated and she would have to suffer no liens, fines or fees. NOELKE thanked the Senior Inspector and asked if the Senior Inspector needed to make another inspection, at which point the Senior Inspector assured him that the NOV would be abated and a reinspection would not be necessary)**

Directors Hearing 2: **2017 Jun 2; LUTON posts notice for Director Hearing, seemingly unaware that NOELKE was in the process of having the NOV improperly abated. LUTON was removed from all NOV's on the property from this point forward**

Re-inspection 9: **2017 Jun 8 (All violations noted to be corrected and completed despite no work commencing on lead paint removal for over a year since the initial complaint.)**

Attendees: **DANG; NOELKE; FELDMAN NOT INFORMED OR INVITED TO THIS**

**INSPECTION**

11



**Electrical permit #201608038730 (91 DAYS)**

Date opened: 2016 Aug 3  
Date closed: 2016 Nov 1  
Purpose: INSTALL (1) ADDITIONAL METER  
Inspector: BAIN  
Re-Inspection: 2016 Nov 1  
Attendees: BAIN; ALSBURY; L HOLMES

**NOV #201631041 (373 DAYS; 343 DAYS IN VIOLATION)**

Date opened: 2016 Aug 09  
Date closed: 2017 Aug 16  
Status: Order of Abatement  
Inspector(s): LUTON; DANG; HERRING; LOPEZ  
Complaint: No heat following no response from L. HOLMES after 4 days; repair/replace inoperable wall heater; life safety hazard noted; line was disconnected/capped by PG&E due to unsafe/hazardous condition  
Inspection Date: 2016 Aug 9  
Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED  
Re-inspection 1: 2016 Aug 24 (Permit needs to be finalized to begin work)  
Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED  
Re-inspection 2: 2016 Sep 20 (Owner no-show)  
Attendees: LUTON; OWNER NO-SHOW  
Re-inspection 3: 2016 Dec 12 (No change)  
Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED  
Re-inspection 4: 2017 Feb 1 (Owner no-show)  
Attendees: LUTON; OWNER NO-SHOW  
Re-inspection 5: 2017 Apr 11 (No change)  
Attendees: DANG; FELDMAN; OWNER NOT REPRESENTED  
Directors Hearing: 2017 May 11 Notice sent to FELDMAN and posted on the building included the wrong date. Directors Hearing occurred on the following day  
Attendees: FELDMAN; OWNER NOT REPRESENTED  
Directors Hearing: 2017 May 12 (21 day advisement & 7 day OA were issued despite 3 previous Directors Hearings being already continued within the previous 6 months, and despite this NOV being 8 months in violation)  
Attendees: LOPEZ; NOELKE; FELDMAN NOT ADVISED OF THE APPROPRIATE DATE  
Order of Abatement: 2017 Jun 8 (Plumbing permit finalized on 6/19/17)  
Re-inspection 6: 2017 Jun 22 (All violations corrected)  
Attendees: DANG; FELDMAN; L. HOLMES; C. HOLMES  
Final Bill Receipt: 2017 Aug 16 #HIS 10888

**Plumbing permit #20160815056-3312994 (309 DAYS)**

Date opened: 2016 Aug 15  
Date closed: 2017 Jun 19  
Purpose: CHANGE OUT OF WALL HEATER  
Inspector(s): DAVANTES; AMABLE  
Re-Inspection 1: 2017 Feb 3 - FURTHER CORRECTION REQUESTED  
Attendees: DAVANTES; SANDOVAL; FELDMAN; OWNER NOT REPRESENTED  
Re-Inspection 2: 2017 May 17 - FURTHER CORRECTION REQUESTED  
Attendees: DAVANTES; SANDOVAL; FELDMAN; OWNER NOT REPRESENTED  
Re-Inspection 3: 2017 Jun 7 - FURTHER CORRECTION REQUESTED  
Attendees: AMABLE; SANDOVAL; FELDMAN; OWNER NOT REPRESENTED  
Re-Inspection 4: 2017 Jun 19  
Attendees: DAVANTES; SANDOVAL; FELDMAN; OWNER NOT REPRESENTED

**NOV #201773541 (36 DAYS; 6 DAYS IN VIOLATION)**

Date opened: 2017 Apr 11  
Date closed: 2017 May 16  
Status: Abated  
Inspector(s): DANG  
Complaint: Windows will not open in kitchen and bathroom; had been painted shut  
Re-inspection: 2017 May 16 (All items corrected)  
Attendees: DANG; FELDMAN; OWNER NOT REPRESENTED

**NOV #201786171 (114 DAYS; 84 DAYS IN VIOLATION)**

Date opened: 2017 Jun 14  
Date closed: 2017 Oct 05  
Status: Abated  
Inspector(s): DANG  
Complaint: Chipping lead paint on lightwell (This complaint is a continuance of NOV #201620741 that was improperly abated following a conversation between NOELKE and 2 Inspectors on May 24, 2017. As an outstanding violation for 15 months, this would have been considered for an immediate Order of Abatement had it not been written up as a new NOV.)  
Inspection Date: 2017 Jun 21  
Attendees: DANG; FELDMAN  
Re-inspection 1: 2017 Jul 26 (All violations outstanding; DANG spoke with NOELKE and CAMPOS about this violation after which NOELKE resigned as L. HOLMES representative.)  
Attendees: DANG; FELDMAN; OWNER NOT REPRESENTED IN PERSON  
Re-inspection 2: 2017 Aug 30 (All violations outstanding. CAMPOS projected 2 weeks to completion)  
Attendees: DANG; FELDMAN; CAMPOS  
Re-inspection 3: 2017 Oct 5 (All violations completed/corrected)  
Attendees: DANG; FELDMAN; CAMPOS

**NOV #201716942 (12 DAYS)**

Date opened: 2017 Nov 03  
Date closed: 2017 Nov 14  
Status: Case abated when FELDMAN voicemail box was full  
Inspector(s): DANG  
Complaint: Light out at porch; water on back of house not properly draining

**NOV #201720933 (50 DAYS; 20 DAYS IN VIOLATION)**

Date opened: 2017 Nov 21

Date closed: 2018 Jan 09

Status: Abated

Inspector(s): DANG

Complaint: Exit path light did not work, and motion detector was inoperable; standing water at back drains was noted by FELDMAN but not included

Inspection: 2017 Nov 21

Attendees: DANG; FELDMAN

Re-inspection: 2018 Jan 9 (All violations were noted as corrected and completed, despite repeated complaints that the front porch light was not illuminated at night, as described above in the narrative.)

Attendees: DANG; FELDMAN

**NOV #201724392 (5 DAYS)**

Date opened: 2017 Dec 08

Date closed: 2017 Dec 12

Status: Abated despite BAIN assigning electrical permit 2 weeks later (see below) to correct changes that were made without a permit; see narrative for full description, including BAIN'S refusal to review PG&E video documentation of electrical work added without a permit; further documentation from licensed electrician at BAY AREA ELECTRIC; reports from those sources; my eye witness account of L. HOLMES and C. HOLMES doing work without a permit on my fuse box; police reports from the SFPD for electrical work done without a permit; and affidavits from guests who were present during multiple power outages while someone was adding lines to my fuse box.

Inspector(s): BAIN

Complaint: Electrical work done without a permit; SFPD requested specifically that a DBI inspector confirm the energy theft documented from other sources listed above.

Inspection Date: 2017 Dec 12 (BAIN refused to discuss reasons for not performing a complete inspection)

Attendees: BAIN; FELDMAN

**NOV #201726651 (3 DAYS)**

Date opened: 2017 Dec 19

Date closed: 2017 Dec 21

Status: Wrongfully abated as Inspector never contacted FELDMAN to view the new construction

Inspector(s): DUFFY

Complaint: Construction without a permit: L HOLMES commissioned CAMPOS to build a door frame and a locked door from the serviceway to the garage on the ground on the outside on left side of the house. This included areas for which it was known that I was paying for the electrical utilities.

**Electrical permit #DBI electric-201720933 (34 DAYS)**

Date opened: 2017 Dec 20

Date closed: 2018 Jan 22

Purpose: COMPLY WITH COMPLAINT #201720933

Inspector: BAIN

Re-Inspection: 2018 Jan 22

Attendees: BAIN; MARTINEZ; L HOLMES



**NOV #201830551 (50 DAYS; 20 DAYS IN VIOLATION)**

Date opened: 2018 Jan 09  
Date closed: 2018 Feb 27  
Status: Abated  
Inspector(s): DANG  
Complaint: Dressing room light not working; also reported that my fuse box had been wired to include the front porch light, as well as the front rooms of the 2 apartments above me. DANG refused to include those violations, despite BAIN issuing an electrical permit to correct.  
Re-inspection: 2018 Feb 27 (All violations completed and corrected)  
Attendees: DANG; FELDMAN; CAMPOS

**NOV #201893661 (5 DAYS)**

Date opened: 2018 Sep 21  
Date closed: 2018 Sep 25  
Status: Closed  
Inspector(s): DANG  
Complaint: Mold and mildew due to water leak from the 2nd floor apartment through the pantry ceiling  
Inspection Date: 2018 Sep 25 (Shelving units in the pantry obstructed the view of the water leak source, DANG could not open case without clear viewing the source.)

**NOV #201894761 (49 DAYS; 19 DAYS IN VIOLATION)**

Date opened: 2018 Sep 27  
Date closed: 2018 Nov 14  
Status: Wrongly abated following unlawful entry as described in the above letter; still awaiting proper inspection  
Inspector(s): DANG  
Complaint: Mold and mildew due to water leak from the 2nd floor apartment through the pantry ceiling; remove moldy wall and dry the framing; remove mold and mildew  
Inspection Date: 2018 Oct 2  
Re-inspection 1: 2018 Nov 7 (All violations outstanding; Owner no-show)  
Attendees: DANG; OWNER NO-SHOW  
Re-inspection 2: 2018 Nov 14 (All violations classified as completed and corrected despite DANG not having access to the apartment. DANG indicates in her notes that proper notice was left, although signage posted by me on the doors indicated otherwise, and I had verified the unlawfulness of any entry with the city 311, the Tenants Union, Department of Building Inspection, and the Rent Board before DANG forcibly broke through a barricade to partially enter my home, and not enough to complete any type of inspection of the premises. See narrative in the above letter for more detail.)  
Attendees: NONE; ACCESS TO PREMISES WAS NOT GRANTED IN ACCORDANCE WITH THE LAW

1 Daniel Joseph Feldman  
2 8809 Denington Drive  
3 Louisville, KY 40222  
4 (307) 699-3223  
5 Defendant In Pro Per.

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**06/05/2020**  
Clerk of the Court  
BY: ERNALYN BURA  
Deputy Clerk

6 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

7 CITY AND COUNTY OF SAN FRANCISCO

8 LIMITED JURISDICTION

9 Linda Steinhoff Holmes,

10 Plaintiff,

11 v.

12 Daniel Feldman, et al.,

13 Defendants.

Case No. CUD-19-666401

**NOTICE OF CHANGE OF ADDRESS  
FOR DEFENDANT**

16 PLEASE TAKE NOTICE THAT THE ADDRESS TO WHICH ALL COURT  
17 DOCUMENTS SHOULD BE SERVED FOR DEFENDANT "DANIEL FELDMAN" HAS  
18 BEEN CHANGED TO:  
19

20 8809 Denington Drive

21 Louisville, KY 40222

24 Dated: May 22, 2020

25 

26 Daniel Joseph Feldman  
27 Defendant In Pro Per.  
28

1 Daniel Joseph Feldman  
2 8809 Denington Drive  
3 Louisville, KY 40222  
4 P: (307) 699-3223  
5 Defendant In Pro Per.

**FILED**  
San Francisco County Superior Court

JUN 18 2020

CLERK OF THE COURT  
BY: Edmund J. [Signature]  
Deputy Clerk

6 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
7 CITY AND COUNTY OF SAN FRANCISCO  
8 LIMITED JURISDICTION

9 Linda Steinhoff Holmes,  
10

11 Plaintiff,

12 v.

13 Daniel Feldman, et al.,  
14

15 Defendant.

Case No. CUD-19-666401

**PROOF OF SERVICE**

1 Daniel Joseph Feldman  
2 8809 Denington Drive  
3 Louisville, KY 40222  
4 Phone: (307) 699-3223  
5 Defendant In Pro Per.

6 PROOF OF SERVICE BY MAIL

7 CASE NAME: Linda Steinhoff Holmes v. Daniel Feldman, et al..  
8 CASE NO.: CUD-19-666401

9 I, Mark Montoya, declare as follows:

10 I am employed within the City and County of San Francisco. My business address is  
11 EVICTION DEFENSE COLLABORATIVE, 1338 Mission Street, 4th Floor, San Francisco,  
12 California 94103. I am over the age of eighteen (18) years of age and not a party to the within  
13 action. I am readily familiar with the EVICTION DEFENSE COLLABORATIVE's practice for  
14 collection and processing of correspondence for mailing with the United States Postal Service.  
15 Correspondence so collected and processed is deposited with the United States Postal Service  
16 that same day in the ordinary course of business.

17 On June 1, 2020, in accordance with Code of Civil Procedure Section 1013a (3), I served  
18 the following:

- 19 • Defendants Demand for Jury Trial and Settlement Conference

20 upon PLAINTIFF Linda Steinhoff Holmes, by placing the same at the EVICTION DEFENSE  
21 COLLABORATIVE for deposit in the United States Postal Service on that date in an envelope  
22 addressed as follows:

23 Daniel Bornstein  
24 BORNSTEIN LAW  
25 507 Polk Street, Suite 310  
26 San Francisco, CA 94102

27 I sealed the envelope and placed it for collection and mailing on that date following  
28 ordinary business practices, in the City and County of San Francisco, California.

I declare under penalty of perjury that the foregoing is true and correct and that this  
declaration was executed on June 1, 2020 at San Francisco, California.



By Fax

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LINDA STEINOFF HOLMES

PLAINTIFF (S)

VS.

DANIEL FELDMAN et al

DEFENDANT (S)

Case Number: CUD-19-666401

**Notice of Time and Place of Trial**

To: DANIEL FELDMAN, and DANIEL M. BORNSTEIN

You are hereby notified that the above case has been set for JURY TRIAL on AUG-10-2020 in Dept. 501, 400 McAllister Street at 9:30 AM.

MOTIONS TO CONTINUE UNLAWFUL DETAINER TRIALS are heard Monday thru Friday at 9:30AM in Department 501, 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514. You are required to bring a copy of the complaint and answer to your trial and any scheduled settlement conference.

DATED: JUN-24-2020

Charles F. Haines  
Judicial Officer



### Certificate of Mailing

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on JUN-24-2020 I served the foregoing Notice of Time and Place of Trial on each counsel of record or party appearing in propria persona by causing a copy thereof to be enclosed in a postage paid sealed envelope and deposited in the United States Postal Service mail box located at 400 McAllister Street, San Francisco CA 94102-4514 pursuant to standard court practice.

Dated : June 24, 2020

By: DARLENE LUM

DANIEL FELDMAN (DEFENDANT - PRO PER)  
8809 DENINGTON DRIVE  
LOUISVILLE, KY 40222

DANIEL M. BORNSTEIN (169159)  
BORNSTEIN LAW  
507 POLK STREET, SUITE 310  
SAN FRANCISCO, CA 94102-3396

DANIEL FELDMAN (DEFENDANT - PRO PER)  
8809 DENINGTON DRIVE  
LOUISVILLE, KY 40222

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

LINDA STEINOFF HOLMES

PLAINTIFF (S)

VS.

DANIEL FELDMAN et al

DEFENDANT (S)

Case Number: CUD-19-666401

**Notice of Time and Place of Trial**

To: DANIEL FELDMAN, and DANIEL M. BORNSTEIN

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DATED: JUN-24-2020

Charles F. Haines  
Judicial Officer

### Certificate of Mailing

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on JUN-24-2020 I served the foregoing Notice of Time and Place of Trial on each counsel of record or party appearing in propria persona by causing a copy thereof to be enclosed in a postage paid sealed envelope and deposited in the United States Postal Service mail box located at 400 McAllister Street, San Francisco CA 94102-4514 pursuant to standard court practice.

Dated : June 24, 2020

By: DARLENE LUM

DANIEL FELDMAN (DEFENDANT - PRO PER)  
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LOUISVILLE, KY 40222

DANIEL M. BORNSTEIN (169159)  
BORNSTEIN LAW  
507 POLK STREET, SUITE 310  
SAN FRANCISCO, CA 94102-3396

DANIEL M. BORNSTEIN (169159)  
BORNSTEIN LAW  
507 POLK STREET, SUITE 310  
SAN FRANCISCO, CA 94102-3396

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address): <b>Daniel Cheung (SBN 264971)</b> Bornstein Law 507 Polk Street, Suite 310 San Francisco, CA 94102-3396 TELEPHONE NO.: (415) 409-7611      FAX No. (Optional): (415) 463-2349 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): <b>Linda Steinhoff Holmes</b>		FOR COURT USE ONLY  <div style="text-align: center; font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> San Francisco County Superior Court  <div style="text-align: center;">JUN 24 2020</div> <div style="text-align: center;">CLERK OF THE COURT</div> BY: <u><i>Darlene E. Jun</i></u> Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Francisco</b> STREET ADDRESS: <b>400 McAllister Street</b> MAILING ADDRESS: <b>400 McAllister Street</b> CITY AND ZIP CODE: <b>San Francisco, CA 94102</b> BRANCH NAME: <b>Civic Center Courthouse</b>		CASE NUMBER: <b>CUD-19-666401</b>
PLAINTIFF: <b>Linda Steinhoff Holmes</b>  DEFENDANT: <b>Daniel Feldman</b>		
<input checked="" type="checkbox"/> REQUEST <input type="checkbox"/> COUNTER-REQUEST TO SET CASE FOR TRIAL - UNLAWFUL DETAINER <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant		

1. ☒ **Plaintiff's request.** I represent to the court that all parties have been served with process and have appeared or have had a default or dismissal entered against them. I request that this case be set for trial.
2. **Trial preference.** The premises concerning this case are located at (street address, apartment number, city, zip code, and county):  
 884 14th Street      San Francisco      CA      94114      San Francisco
  - a. ☒ To the best of my knowledge, the right to possession of the premises is still in issue. This case is entitled to legal preference under Code of Civil Procedure section 1179a.
  - b. ☐ To the best of my knowledge, the right to possession of the premises is no longer in issue. No defendant or other person is in possession of the premises.
3. **Jury or nonjury trial.** I request ☐ a jury trial      ☒ a nonjury trial.
4. **Estimated length of trial.** I estimate that the trial will take (check one):  
 a. ☐ days (specify number):      b. ☒ hours (specify if estimated trial is less than one day): **1.00**
5. **Trial date.** I am not available on the following dates (specify dates and reasons for unavailability):

**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)**

6. (Complete in all cases.) An unlawful detainer assistant ☒ did not      ☐ did      for compensation give advice or assistance with this form. (If declarant has received any help or advice for pay from an unlawful detainer assistant, complete a-f.)
 

a. Assistant's name: b. Street address, city, and zip code:	c. Telephone no.: d. County of registration: e. Registration no.: f. Expires on (date):
--	--

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
 Date: 6/3/2020

Daniel Cheung (SBN 264971)

(TYPE OR PRINT NAME)

▶ *[Signature]*  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- An unlawful detainer case must be set for trial on a date not later than **20 days after the first request** to set the case for trial is made (Code Civ. Proc., § 1170.5(a)).
- If a jury is requested, \$150 must be deposited with the court 5 days before trial (Code Civ. Proc., § 631).
- Court reporter and interpreter services vary. Check with the court for availability of services and fees charged.
- If you cannot pay the court fees and costs, you may apply for a fee waiver. Ask the court clerk for a fee waiver form.

PLAINTIFF: Linda Steinhoff Holmes

CASE NUMBER:  
CUD-19-666401

DEFENDANT: Daniel Feldman

## PROOF OF SERVICE BY MAIL

**Instructions:** After having the parties served by mail with the Request/Counter-Request to Set Case for Trial - Unlawful Detainer, (form UD-150), have the person who mailed the form UD-150 complete this Proof of Service by Mail. An **unsigned** copy of the Proof of Service by Mail should be completed and served with form UD-150. Give the Request/Counter-Request to Set Case for Trial - Unlawful Detainer (form UD-150) and the completed Proof of Service by Mail to the clerk for filing. If you are representing yourself, someone else must mail these papers and sign the Proof of Service by Mail.

1. I am over the age of 18 and **not a party to this case**. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is (*specify*):  
507 Polk Street, Suite 310, San Francisco, CA 94102-3396
3. I served the *Request/Counter-Request to Set Case for Trial - Unlawful Detainer* (form UD-150) by enclosing a copy in an envelope addressed to each person whose name and address are shown below AND
  - a. ☐ **depositing** the sealed envelope in the United States mail on the date and at the place shown in item 3c with the postage fully prepaid.
  - b. ☒ **placing** the envelope for collection and mailing on the date and at the place shown in item 3c following ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
  - c. (1) Date mailed: 6/3/2020  
(2) Place mailed (*city and state*): San Francisco, California

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:  
Date: 6/3/2020

Daniel Cheung (SBN 264971)

(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON WHO MAILED FORM UD-150)

## NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

Name	Address (number, street, city, and zip code)
4. Daniel Joseph Feldman	884 14th Street San Francisco CA 94114
5. Daniel Joseph Feldman	8809 Denington Drive Louisville, KY 40222
6.	
7.	
8.	
9.	

☐ List of names and addresses continued on a separate attachment or form MC-025, titled Attachment to Proof of Service by Mail.

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: Daniel J. Feldman, Ph.D. FIRM NAME: STREET ADDRESS: 8809 Denington Drive CITY: Louisville STATE: KY ZIP CODE: 40222 TELEPHONE NO.: (307) 699-3223 FAX NO.: E-MAIL ADDRESS: danieljfeldmanphd@gmail.com ATTORNEY FOR (name): in pro per	FOR COURT USE ONLY  ELECTRONICALLY <b>FILED</b> Superior Court of California, County of San Francisco  <b>07/14/2020</b> Clerk of the Court BY: ERNALYN BURA Deputy Clerk	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO</b> STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse Department 501		CASE NUMBER: CUD-19-666401
PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF DEFENDANT/RESPONDENT: FELDMAN, DANIEL		JUDICIAL OFFICER:
<b>PROOF OF ELECTRONIC SERVICE</b>	DEPARTMENT:	

1. I am at least 18 years old.

- a. My residence or business address is (*specify*):  
 8809 Denington Drive  
 Louisville, KY 40222
- b. My electronic service address is (*specify*):  
 danieljfeldmanphd@gmail.com

2. I electronically served the following documents (*exact titles*):

MOTION FOR ORDER COMPELLING PLAINTIFF TO RESPOND TO DISCOVERY MTC.Form.ROGS.POD.FELDMAN  
 CUD-19-666401

☐ The documents served are listed in an attachment. (*Form POS-050(D)/EFS-050(D) may be used for this purpose.*)

3. I electronically served the documents listed in 2 as follows:

- a. Name of person served: Daniel Cheung  
 On behalf of (*name or names of parties represented, if person served is an attorney*):  
 Linda Steinhoff Holmes
- b. Electronic service address of person served :  
 dcheung@bornstein.law
- c. On (*date*): 14 July 2020


☐ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.  
 (*Form POS-050(P)/EFS-050(P) may be used for this purpose.*)

Date: 14 July 2020

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

Daniel J. Feldman, Ph.D.

(TYPE OR PRINT NAME OF DECLARANT)

  
 (SIGNATURE OF DECLARANT)

1 Daniel Joseph Feldman  
2 8809 Denington Drive  
3 Louisville, KY 40222  
4 Telephone: (307) 699-3223

5 In pro. per.

6 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
7 CITY AND COUNTY OF SAN FRANCISCO

8 LIMITED JURISDICTION

9 Linda Steinhoff Holmes,

10 Plaintiff,

11 v.

12 Daniel Feldman, et al.,

13 Defendants.

) Case Number: CUD-19-666401

)  
) DEFENDANT FELDMANN'S NOTICE OF  
) AND MOTION FOR ORDER COMPELLING  
) PLAINTIFF TO RESPOND TO FORM  
) INTERROGATORIES, DOCUMENT DEMAND  
) AND DEEM MATTERS ADMITTED, AND  
) IMPOSING MONETARY SANCTIONS;  
) MEMORANDUM OF POINTS AND  
) AUTHORITIES AND DECLARATION OF  
) DEFENDANT IN SUPPORT THEREOF.

16 )  
17 ) Date: July 22, 2020

18 ) Time: 9:30 a.m.

19 ) Location: Department 501

20 TO PLAINTIFF LINDA STEINHOFF HOLMES, ALL OTHER PARTIES HERETO AND TO  
21 THEIR ATTORNEYS OF RECORD:

22 YOU ARE HEREBY NOTIFIED THAT at 9:30 a.m. on July 22, 2020, or as soon thereafter as  
23 the matter can be heard, in Dept. 501, of this court, located at 400 McAllister Street, San Francisco,  
24 California, defendant Daniel Feldman, will move this court pursuant to CCP §§ 2023.010, et seq.,  
25 2030.030, 2030.290, 2030.300, 2025.220, 2033.290, 2025.440, 2033.290, 2031.310 and 2031.320 and  
26 2025.450 for the following orders: (1) an order pursuant to CCP Sections 2023.010, et sq. and 2030.290,  
27 compelling plaintiff Linda Steinhoff Holmes to provide responses to defendant's, Form Interrogatories –  
28  
29

1 Unlawful Detainer, Set One, and that all objections thereto, including those based upon privilege and work  
2 product, are waived due to plaintiff's failure to object thereto; (2) an order pursuant to CCP Sections  
3 2023.010, et sq. and 2030.290, compelling plaintiff Linda Steinhoff Holmes to provide responses to  
4 defendant's Form Interrogatories –General, Set One, and that all objections thereto, including those based  
5 upon privilege and work product, are waived due to defendant's failure to object thereto; (3) an order  
6 pursuant to CCP Section 2033.280, that the truth of each matter specified in Requests for Admission, Set  
7 One, propounded by defendant to plaintiff Linda Steinhoff Holmes, be deemed admitted and conclusively  
8 established for all purposes in this action; (4) an order pursuant to CCP Sections 2023.010, et sq. and  
9 2031.300, compelling plaintiff Linda Steinhoff Holmes to provide responses to plaintiff's Document  
10 Demand, Set One, and produce the documents demanded therein and that all objections thereto, including  
11 those based upon privilege and work product, are waived due to defendant's failure to object thereto; AND  
12 ALSO FOR AN ORDER THAT, pursuant to CCP §§ 2023.010, et sq., 2030.290, 2020.030, 2025.0101,  
13 et sq., 2025.220, 2024.440, 2025.450, 2025.480, and 2031.300, 2033.280, that plaintiff Linda Steinhoff  
14 Holmes pay a monetary sanction to said moving party in the sum of not less than \$2,250.00, for  
15 the reasonable expenses and fees incurred by the moving party in connection with this proceeding and  
16 plaintiff Linda Steinhoff Holmes failure to comply with said discovery requests. Said motion will be  
17 made on the grounds that plaintiff Linda Steinhoff Holmes failed to provide responses, good cause exists  
18 for discovery of each of the items sought to be discovered, and plaintiff failure to comply therewith is  
19 without substantial justification. Good cause exists for production of each category of documents sought  
20 in the demand for documents. The motion is based on this notice, the points and authorities set forth  
21 below, the attached declaration of defendant Daniel Feldman and the complete files and records in this  
22 action.

23  
24  
25  
26  
27  
28 Dated: July 13, 2020



Daniel Feldman, in pro. per.



1  
2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 Plaintiff was served with defendant's discovery and has not responded whatsoever. The motion  
4 and order must be granted.

5 The present action is a residential unlawful detainer action based upon defendant's purported  
6 nuisance conduct from "May, 2013 - Present." (Plaintiff's complaint.) The subject premises is located at  
7 884 14<sup>th</sup> Street, San Francisco, California.

8 On February 20, 2020, plaintiff filed the first amended complaint.

9 On May 29, 2020, defendant filed defendant's Answer to First Amended Complaint. Defendant  
10 generally denied all the allegations in plaintiff's amended complaint and asserted numerous affirmative  
11 defenses.

12 On July 1, 2020, defendant served plaintiff with the following discovery: Form Interrogatories –  
13 Unlawful Detainer, Set One (Exhibit A); Form Interrogatories – General, Set One (Exhibit B); Requests  
14 for Admission, Set One, (Exhibit C) and Document Demand, Set One (Exhibit D). Defendant's discovery  
15 was served on plaintiff via email pursuant to e-service under the court rules. (Exhibit F).

16 Plaintiff's responses to said written discovery was due by July 8, 2020.

17 Plaintiff did not serve any written objections to defendant's written discovery.

18 All the discovery remains outstanding.

19  
20 **Interrogatories:** If a party to whom interrogatories were directed fails to serve a timely response,  
21 the propounding party may move for an order compelling response and for a monetary sanction. CCP §  
22 2030.290. All that need be shown in the moving papers is that a set of interrogatories was properly served  
23 on the opposing party, that the time to respond has expired, and that no response of any kind has been  
24 served. *Leach v. Sup.Ct.* (1980) 111 CA3d 902, 905-906. Plaintiff did not respond.

25 **Documents:** Where, as is here, no response at all has been made, the motion is to compel a  
26 response. CCP § 2031.300. Failure to timely respond waives all objections, including privilege and work  
27 product. CCP § 2031.300(a). There is good cause exist justify the discovery sought by defendant's  
28 inspection demands. CCP § 2031.310. The information in the documents and tangible things sought would  
29 tend to prove or disprove the issues raised in plaintiff's first amended complaint and defendant's answer,

1 resolve potentially disputed matters, the underlying incident, the identity and location of potential  
2 witnesses and/or facilitate settlement. Discovery of said documents and/or tangible things is also necessary  
3 for trial preparation, to and to prevent surprise at trial.  
4

5 Admissions: Plaintiff failed to respond to the subject requests for admission which permits the  
6 court to deem all such matters admitted. “The law governing the consequences for failing to respond to  
7 requests for admission may be the most unforgiving in civil procedure. There is no relief under section  
8 473. *Demyer v. Costs Mesa Mobile Home Estates* (1995) 36 CA4th 393. The statute states “the court shall  
9 make this order” unless proposed responses “in substantial compliance” with CCP § 2033.100 are filed  
10 before the hearing. *Demyer* at 395-396. Regardless of the reason or excuse for the delay or failure to  
11 respond, it “is mandatory that the court impose a monetary sanction under Chapter 7 (commencing with  
12 Section 2033.010) on the party whose failure to serve a timely response to requests for admission  
13 necessitated this motion.” CCP § 2033.280(c); *Appleton v. Sup.Ct. (Cook)* (1988) 206 CA3d 632, 634.  
14

15 For the forgoing reasons, this Court should issue the orders requested.

16 Dated: July 13, 2020

17 

18 Daniel Feldman, in pro. per.

19 **DECLARATION**

20 I, Daniel Joseph Feldman, declare as follows:

21 1. I over the age of 18 years and am defendant in pro. per. in this action. I have personal  
22 knowledge of each of the facts stated herein.

23 2. On July 1, 2020, I caused there to be served on plaintiff Linda Steinhoff Holmes  
24 following discovery items: Form Interrogatories – Unlawful Detainer, Set One; Form Interrogatories –  
25 General, Set One; Requests for Admission, Set One; and Document Demand, Set One;

26 3. Service of said discovery upon said party was made in the following manner: e-service  
27 pursuant to the court rules. A copy of e-service is attached.

28 5. The responses were due on or before July 8, 2020. No responses have been received.  
29

1  
2 6. Good cause exists to justify the discovery sought. The information in the documents requested  
3 would tend to prove or disprove the issues raised in plaintiff's first amended complaint and my answer,  
4 resolve potentially disputed matters, the underlying incident, the identity and location of potential  
5 witnesses and/or defendant's potential defenses and facilitate settlement. The documents, are also needed  
6 for trial preparation, to and to prevent surprise at trial. They would also potentially narrow the issues  
7 between the parties, which would reduce the time and costs of additional discovery or the length of the  
8 trial and increase the potential for settlement, I would be better able to argue the case before the jury and  
9 create exhibits for trial and adequately oppose pre-trial, trial and/or post-trial motions.

10 7. As a result of plaintiff's refusal to comply with my requested discovery, I has incurred and will  
11 incur reasonable costs and fees in connection with this motion and the hearing thereon totaling not less  
12 than \$2,175.00. In addition, the costs incurred by defendant to prepare, serve and file this motion was  
13 not less than \$95.00.

14 8. A true and correct copy of the Form Interrogatories – Unlawful Detainer, Set One, is attached  
15 hereto as Exhibit A.

16 9. A true and correct copy of the Form Interrogatories – General, Set One, is attached hereto as  
17 Exhibit B.

18 10. A true and correct copy of the Requests for Admission, Set One, is attached hereto as Exhibit  
19 C.

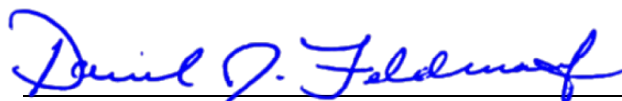
20 11. A true and correct copy of the Document Demand, Set One, is attached hereto as Exhibit D.

21 12. A transcript of the nonappearance of Linda Steinhoff Holmes at requested deposition on 13  
22 July attached hereto as Exhibit E.

23 13. A true and correct copy of the eservice confirmation attached to Exhibit E.

24  
25 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
26 true and correct. Executed in the City and County of San Francisco, State of California.

27 Dated: July 13, 2020

28 

29 Daniel Feldman, in pro. per.

# Exhibit A

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  <b>Daniel Joseph Feldman</b>  <b>Daniel Joseph Feldman</b>  <b>8809 Danington Drive</b>  <b>Louisville, KY 40222</b>  <b>(307) 699-3223</b></p> <p>ATTORNEY FOR (Name): <b>Daniel Feldman, in pro. per.</b></p>	<p style="text-align: center;"><b>UNLAWFUL DETAINER ASSISTANT</b></p> <p>(Check one box): An unlawful detainer assistant  <input type="checkbox"/> did <input checked="" type="checkbox"/> did not for compensation give advice or assistance with this form. (If one did, state the following):</p> <p>ASSISTANT'S NAME:          ADDRESS:</p>
<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF: San Francisco</b>  <b>400 McAllister Street</b>  <b>San Francisco, CA 94102</b></p>	<p>TEL. NO.:          COUNTY OF REGISTRATION:          REGISTRATION NO.:          EXPIRES (DATE):</p>
<p>SHORT TITLE:  <b>Steinhoff Holmes v. Feldman</b></p>	<p>CASE NUMBER:  <b>CUD-19-666401</b></p>
<p style="text-align: center;"><b>FORM INTERROGATORIES - UNLAWFUL DETAINER</b></p> <p><b>Asking Party: Daniel Feldman</b></p> <p><b>Answering Party: Linda Steinhoff Holmes</b>  <b>Set No.: One</b></p>	

**Sec. 1. Instructions to All Parties**

- (a) These are general instructions. For time limitations, requirements for service on other parties, and other details, see Code of Civil Procedure sections 2030.010-2030.410 and the cases construing those sections.
- (b) These interrogatories do not change existing law relating to interrogatories nor do they affect an answering party's right to assert any privilege or objection.

**Sec. 2. Instructions to the Asking Party**

- (a) These interrogatories are designed for optional use in unlawful detainer proceedings.
- (b) There are restrictions that generally limit the number of interrogatories that may be asked and the form and use of the interrogatories. For details, read Code of Civil Procedure sections 2030.030-2030.070.
- (c) In determining whether to use these or any interrogatories, you should be aware that abuse can be punished by sanctions, including fines and attorney fees. See Code of Civil Procedure section 128.7.
- (d) Check the box next to each interrogatory that you want the answering party to answer. Use care in choosing those interrogatories that are applicable to the case.
- (e) Additional interrogatories may be attached.

**Sec. 3. Instructions to the Answering Party**

- (a) An answer or other appropriate response must be given to each interrogatory checked by the asking party. Failure to respond to these interrogatories properly can be punished by sanctions, including contempt proceedings, fine, attorneys fees, and the loss of your case. See Code of Civil Procedure sections 128.7 and 2030.300.
- (b) As a general rule, within five days after you are served with these interrogatories, you must serve your responses on the asking party and serve copies of your responses on all other parties to the action who have appeared. See Code of Civil Procedure sections 2030.260-2030.270 for details.

- (c) Each answer must be as complete and straightforward as the information reasonably available to you permits. If an interrogatory cannot be answered completely, answer it to the extent possible.
- (d) If you do not have enough personal knowledge to fully answer an interrogatory, say so, but make a reasonable and good faith effort to get the information by asking other persons or organizations, unless the information is equally available to the asking party.
- (e) Whenever an interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the interrogatory can be found.
- (f) Whenever an address and telephone number for the same person are requested in more than one interrogatory, you are required to furnish them in answering only the first interrogatory asking for that information.
- (g) Your answers to these interrogatories must be verified, dated, and signed. You may wish to use the following form at the end of your answers:

*I declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.*

(DATE)

(SIGNATURE)

**Sec. 4. Definitions**

Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:

- (a) **PERSON** includes a natural person, firm, association, organization, partnership, business, trust, corporation, or public entity.
- (b) **PLAINTIFF** includes any **PERSON** who seeks recovery of the **RENTAL UNIT** whether acting as an individual or on someone else's behalf and includes all such **PERSONS** if more than one.

(c) **LANDLORD** includes any **PERSON** who offered the **RENTAL UNIT** for rent and any **PERSON** on whose behalf the **RENTAL UNIT** was offered for rent and their successors in interest. **LANDLORD** includes all **PERSONS** who managed the **PROPERTY** while defendant was in possession.

(d) **RENTAL UNIT** is the premises **PLAINTIFF** seeks to recover.

(e) **PROPERTY** is the building or parcel (including common areas) of which the **RENTAL UNIT** is a part. (For example, if **PLAINTIFF** is seeking to recover possession of apartment number 12 of a 20-unit building, the building is the **PROPERTY** and apartment 12 is the **RENTAL UNIT**. If **PLAINTIFF** seeks possession of cottage number 3 in a five-cottage court or complex, the court or complex is the **PROPERTY** and cottage 3 is the **RENTAL UNIT**.)

(f) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and includes the original or a copy of handwriting, typewriting, printing, photostating, photographing, electronically stored information, and every other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds, or symbols, or combinations of them.

(g) **NOTICE TO QUIT** includes the original or copy of any notice mentioned in Code of Civil Procedure section 1161 or Civil Code section 1946, including a 3-day notice to pay rent and quit the **RENTAL UNIT**, a 3-day notice to perform conditions or covenants or quit, a 3-day notice to quit, and a 30-day notice of termination.

(h) **ADDRESS** means the street address, including the city, state, and zip code.

## Sec. 5. Interrogatories

The following interrogatories have been approved by the Judicial Council under section 2033.710 of the Code of Civil Procedure for use in unlawful detainer proceedings:

### CONTENTS

- 70.0 General
- 71.0 Notice
- 72.0 Service
- 73.0 Malicious Holding Over
- 74.0 Rent Control and Eviction Control
- 75.0 Breach of Warranty to Provide Habitable Premises
- 76.0 Waiver, Change, Withdrawal, or Cancellation of Notice to Quit
- 77.0 Retaliation and Arbitrary Discrimination
- 78.0 Nonperformance of the Rental Agreement by Landlord
- 79.0 Offer of Rent by Defendant
- 80.0 Deduction from Rent for Necessary Repairs
- 81.0 Fair Market Rental Value
- 70.0 General

*[Either party may ask any applicable question in this section.]*

☒ 70.1 State the name, **ADDRESS**, telephone number, and relationship to you of each **PERSON** who prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

☒ 70.2 Is **PLAINTIFF** an owner of the **RENTAL UNIT**? If so, state:

- (a) the nature and percentage of ownership interest;
- (b) the date **PLAINTIFF** first acquired this ownership interest.

☒ 70.3 Does **PLAINTIFF** share ownership or lack ownership? If so, state the name, the **ADDRESS**, and the nature and percentage of ownership interest of each owner.

☒ 70.4 Does **PLAINTIFF** claim the right to possession other than as an owner of the **RENTAL UNIT**? If so, state the basis of the claim.

☒ 70.5 Has **PLAINTIFF'S** interest in the **RENTAL UNIT** changed since acquisition? If so, state the nature and dates of each change.

☒ 70.6 Are there other rental units on the **PROPERTY**? If so, state how many.

☒ 70.7 During the 12 months before this proceeding was filed, did **PLAINTIFF** possess a permit or certificate of occupancy for the **RENTAL UNIT**? If so, for each state:

- (a) the name and **ADDRESS** of each **PERSON** named on the permit or certificate;
- (b) the dates of issuance and expiration;
- (c) the permit or certificate number

☒ 70.8 Has a last month's rent, security deposit, cleaning fee, rental agency fee, credit check fee, key deposit, or any other deposit been paid on the **RENTAL UNIT**? If so, for each item state:

- (a) the purpose of the payment;
- (b) the date paid;
- (c) the amount;
- (d) the form of payment;
- (e) the name of the **PERSON** paying;
- (f) the name of the **PERSON** to whom it was paid;
- (g) any **DOCUMENT** which evidences payment and the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
- (h) any adjustments or deductions including facts.

☒ 70.9 State the date defendant first took possession of the **RENTAL UNIT**.

☒ 70.10 State the date and all the terms of any rental agreement between defendant and the **PERSON** who rented to defendant.

☒ 70.11 For each agreement alleged in the pleadings:

- (a) identify all **DOCUMENTS** that are part of the agreement and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
- (b) state each part of the agreement not in writing, the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to that provision, and the date that part of the agreement was made;
- (c) identify all **DOCUMENTS** that evidence each part of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
- (d) identify all **DOCUMENTS** that are part of each modification to the agreement, and for each state

the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT** (see also §71.5);

- (e) state each modification not in writing, the date, and the name, **ADDRESS**, and telephone number of the **PERSON** agreeing to the modification, and the date the modification was made (see also §71.5).
- (f) identify all **DOCUMENTS** that evidence each modification of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT** (see also §71.5).

**x** 70.12 Has any **PERSON** acting on the **PLAINTIFF'S** behalf been responsible for any aspect of managing or maintaining the **RENTAL UNIT** or **PROPERTY**? If so, for each **PERSON** state:

- (a) the name, **ADDRESS**, and telephone number;
- (b) the dates the **PERSON** managed or maintained the **RENTAL UNIT** or **PROPERTY**;
- (c) the **PERSON'S** responsibilities.

**x** 70.13 For each **PERSON** who occupies any part of the **RENTAL UNIT** (except occupants named in the complaint and occupants' children under 17) state:

- (a) the name, **ADDRESS**, telephone number, and birthdate;
- (b) the inclusive dates of occupancy;
- (c) a description of the portion of the **RENTAL UNIT** occupied;
- (d) the amount paid, the term for which it was paid, and the person to whom it was paid;
- (e) the nature of the use of the **RENTAL UNIT**;
- (f) the name, **ADDRESS**, and telephone number of the person who authorized occupancy;
- (g) how occupancy was authorized, including failure of the **LANDLORD** or **PLAINTIFF** to protest after discovering the occupancy.

**x** 70.14 Have you or anyone acting on your behalf obtained any **DOCUMENT** concerning the tenancy between any occupant of the **RENTAL UNIT** and any **PERSON** with an ownership interest or managerial responsibility for the **RENTAL UNIT**? If so, for each **DOCUMENT** state:

- (a) the name, **ADDRESS**, and telephone number of each individual from whom the **DOCUMENT** was obtained;
- (b) the name, **ADDRESS**, and telephone number of each individual who obtained the **DOCUMENT**;
- (c) the date the **DOCUMENT** was obtained;
- (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT** (original or copy).

## 71.0 Notice

*[If a defense is based on allegations that the 3-day notice or 30-day NOTICE TO QUIT is defective in form or content, then either party may ask any applicable question in this section.]*

**x** 71.1 Was the **NOTICE TO QUIT** on which **PLAINTIFF** bases this proceeding attached to the complaint? If not, state the contents of this notice.

**x** 71.2 State all reasons that the **NOTICE TO QUIT** was served and for each reason:

- (a) state all facts supporting **PLAINTIFF'S** decision to terminate defendant's tenancy;

- (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
- (c) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

**x** 71.3 List all rent payments and rent credits made or claimed by or on behalf of defendant beginning 12 months before the **NOTICE TO QUIT** was served. For each payment or credit state:

- (a) the amount;
- (b) the date received;
- (c) the form in which any payment was made;
- (d) the services performed or other basis for which a credit is claimed;
- (e) the period covered;
- (f) the name of each **PERSON** making the payment or earning the credit;
- (g) the identity of all **DOCUMENTS** evidencing the payment or credit and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

**x** 71.4 Did defendant ever fail to pay the rent on time? If so, for each late payment state:

- (a) the date;
- (b) the amount of any late charge;
- (c) the identity of all **DOCUMENTS** recording the payment and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

**x** 71.5 Since the beginning of defendant's tenancy, has **PLAINTIFF** ever raised the rent? If so, for each rent increase state:

- (a) the date the increase became effective;
- (b) the amount;
- (c) the reasons for the rent increase;
- (d) how and when defendant was notified of the increase;
- (e) the identity of all **DOCUMENTS** evidencing the increase and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

*[See also section 70.11 (d) - (f).]*

**x** 71.6 During the 12 months before the **NOTICE TO QUIT** was served was there a period during which there was no permit or certificate of occupancy for the **RENTAL UNIT**? If so, for each period state:

- (a) the inclusive dates;
- (b) the reasons.

**x** 71.7 Has any **PERSON** ever reported any nuisance or disturbance at or destruction of the **RENTAL UNIT** or **PROPERTY** caused by defendant or other occupant of the **RENTAL UNIT** or their guests? If so, for each report state:

- (a) a description of the disturbance or destruction;
- (b) the date of the report;
- (c) the name of the **PERSON** who reported;
- (d) the name of the **PERSON** to whom the report was made;
- (e) what action was taken as a result of the report;
- (f) the identity of all **DOCUMENTS** evidencing the report and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☒ 71.8 Does the complaint allege violation of a term of a rental agreement or lease (other than nonpayment of rent)? If so, for each covenant:
- (a) identify the covenant breached;
  - (b) state the facts supporting the allegation of a breach;
  - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
  - (d) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☒ 71.9 Does the complaint allege that the defendant has been using the **RENTAL UNIT** for an illegal purpose? If so, for each purpose:
- (a) identify the illegal purpose;
  - (b) state the facts supporting the allegations of illegal use;
  - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
  - (d) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

*[Additional interrogatories on this subject may be found in sections 75.0, 78.0, 79.0, and 80.0.]*

## 72.0 Service

*[If a defense is based on allegations that the **NOTICE TO QUIT** was defectively served, then either party may ask any applicable question in this section.]*

- ☒ 72.1 Does defendant contend (or base a defense or make any allegations) that the **NOTICE TO QUIT** was defectively served? If the answer is "no", do not answer interrogatories 72.2 through 72.3.

- ☒ 72.2 Does **PLAINTIFF** contend that the **NOTICE TO QUIT** referred to in the complaint was served? If so, state:
- (a) the kind of notice;
  - (b) the date and time of service;
  - (c) the manner of service;
  - (d) the name and **ADDRESS** of the person who served it;
  - (e) a description of any **DOCUMENT** or conversation between defendant and the person who served the notice.

- ☒ 72.3 Did any person receive the **NOTICE TO QUIT** referred to in the complaint? If so, for each copy of each notice state:
- (a) the name of the person who received it;
  - (b) the kind of notice;
  - (c) how it was delivered;
  - (d) the date received;
  - (e) where it was delivered;
  - (f) the identity of all **DOCUMENTS** evidencing the notice and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

## 73.0 Malicious Holding Over

*[If a defendant denies allegations that defendant's continued possession is malicious, then either party may ask any applicable question in this section. Additional questions in section 75.0 may also be applicable.]*

- ☐ 73.1 If any rent called for by the rental agreement is unpaid, state the reasons and the facts upon which the reasons are based.
- ☐ 73.2 Has defendant made attempts to secure other premises since the service of the **NOTICE TO QUIT** or since the service of the summons and complaint? If so, for each attempt:
- (a) state all facts indicating the attempt to secure other premises;
  - (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
  - (c) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.
- ☐ 73.3 State the facts upon which **PLAINTIFF** bases the allegation of malice.

## 74.0 Rent Control and Eviction Control

- ☒ 74.1 Is there an ordinance or other local law in this jurisdiction which limits the right to evict tenants? If your answer is no, you need not answer sections 74.2 through 74.6.
- ☒ 74.2 For the ordinance or other local law limiting the right to evict tenants, state:
- (a) the title or number of the law;
  - (b) the locality.
- ☒ 74.3 Do you contend that the **RENTAL UNIT** is exempt from the eviction provisions of the ordinance or other local law identified in section 74.2? If so, state the facts upon which you base your contention.
- ☐ 74.4 Is this proceeding based on allegations of a need to recover the **RENTAL UNIT** for use of the **LANDLORD** or the landlord's relative? If so, for each intended occupant state:
- (a) the name;
  - (b) the residence **ADDRESSES** from three years ago to the present;
  - (c) the relationship to the **LANDLORD**;
  - (d) all the intended occupant's reasons for occupancy;
  - (e) all rental units on the **PROPERTY** that were vacated within 60 days before and after the date the **NOTICE TO QUIT** was served.
- ☐ 74.5 Is the proceeding based on an allegation that the **LANDLORD** wishes to remove the **RENTAL UNIT** from residential use temporarily or permanently (for example to rehabilitate, demolish, renovate, or convert)? If so, state:
- (a) each reason for removing the **RENTAL UNIT** from residential use;
  - (b) what physical changes and renovation will be made to the **RENTAL UNIT**;
  - (c) the date the work is to begin and end;
  - (d) the number, date, and type of each permit for the change or work;



- (e) the identity of each **DOCUMENT** evidencing the intended activity (for example, blueprints, plans, applications for financing, construction contracts) and the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☒ 74.6 Is the proceeding based on any ground other than those stated in sections 74.4 and 74.5? If so, for each:
- (a) state each fact supporting or opposing the ground;
  - (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
  - (c) identify all **DOCUMENTS** evidencing the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

#### 75.0 Breach of Warranty to Provide Habitable Premises

*[If plaintiff alleges nonpayment of rent and defendant bases his defense on allegations of implied or express breach of warranty to provide habitable residential premises, then either party may ask any applicable question in this section.]*

- ☐ 75.1 Do you know of any conditions in violation of state or local building codes, housing codes, or health codes, conditions of dilapidation, or other conditions in need of repair in the **RENTAL UNIT** or on the **PROPERTY** that affected the **RENTAL UNIT** at any time defendant has been in possession? If so, state:
- (a) the type of condition;
  - (b) the kind of corrections or repairs needed;
  - (c) how and when you learned of these conditions;
  - (d) how these conditions were caused;
  - (e) the name, **ADDRESS**, and telephone number of each **PERSON** who has caused these conditions.
- ☐ 75.2 Have any corrections, repairs, or improvements been made to the **RENTAL UNIT** since the **RENTAL UNIT** was rented to defendant? If so, for each correction, repair, or improvement state:
- (a) a description giving the nature and location;
  - (b) the date;
  - (c) the name, **ADDRESS**, and telephone number of each **PERSON** who made the repairs or improvements;
  - (d) the cost;
  - (e) the identity of any **DOCUMENT** evidencing the repairs or improvements;
  - (f) if a building permit was issued, state the issuing agencies and the permit number of your copy.
- ☐ 75.3 Did defendant or any other **PERSON** during 36 months before the **NOTICE TO QUIT** was served or during defendant's possession of the **RENTAL UNIT** notify the **LANDLORD** or his agent or employee about the condition of the **RENTAL UNIT** or **PROPERTY**? If so, for each written or oral notice state:
- (a) the substance;
  - (b) who made it;
  - (c) when and how it was made;
  - (d) the name and **ADDRESS** of each **PERSON** to whom it was made;
  - (e) the name and **ADDRESS** of each person who knows about it;
  - (f) the identity of each **DOCUMENT** evidencing the notice and the name, **ADDRESS**, and telephone number of each **PERSON** who has it;

- (g) the response made to the notice;
- (h) the efforts made to correct the conditions;
- (i) whether the **PERSON** who gave notice was an occupant of the **PROPERTY** at the time of the complaint.

- ☐ 75.4 During the period beginning 36 months before the **NOTICE TO QUIT** was served to the present, was the **RENTAL UNIT** or **PROPERTY** (including other rental units) inspected for dilapidations or defective conditions by a representative of any governmental agency? If so, for each inspection state:
- (a) the date;
  - (b) the reason;
  - (c) the name of the governmental agency;
  - (d) the name, **ADDRESS**, and telephone number of each inspector;
  - (e) the identity of each **DOCUMENT** evidencing each inspection and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 75.5 During the period beginning 36 months before the **NOTICE TO QUIT** was served to the present, did **PLAINTIFF** or **LANDLORD** receive a notice or other communication regarding the condition of the **RENTAL UNIT** or **PROPERTY** (including other rental units) from a governmental agency? If so, for each notice or communication state:
- (a) the date received;
  - (b) the identity of all parties;
  - (c) the substance of the notice or communication;
  - (d) the identity of each **DOCUMENT** evidencing the notice or communication and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 75.6 Was there any corrective action taken in response to the inspection or notice or communication identified in sections 75.4 and 75.5? If so, for each:
- (a) identify the notice or communication;
  - (b) identify the condition;
  - (c) describe the corrective action;
  - (d) identify each **DOCUMENT** evidencing the corrective action and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 75.7 Has the **PROPERTY** been appraised for sale or loan during the period beginning 36 months before the **NOTICE TO QUIT** was served to the present? If so, for each appraisal state:
- (a) the date;
  - (b) the name, **ADDRESS**, and telephone number of the appraiser;
  - (c) the purpose of the appraisal;
  - (d) the identity of each **DOCUMENT** evidencing the appraisal and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 75.8 Was any condition requiring repair or correction at the **PROPERTY** or **RENTAL UNIT** caused by defendant or other occupant of the **RENTAL UNIT** or their guests? If so, state:
- (a) the type and location of condition;
  - (b) the kind of corrections or repairs needed;
  - (c) how and when you learned of these conditions;
  - (d) how and when these conditions were caused;
  - (e) the name, **ADDRESS**, and telephone number of each **PERSON** who caused these conditions;

- (f) the identity of each **DOCUMENT** evidencing the repair (or correction) and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

[See also section 71.0 for additional questions.]

#### 76.0 Waiver, Change, Withdrawal, or Cancellation of Notice to Quit

*[If a defense is based on waiver, change, withdrawal, or cancellation of the **NOTICE TO QUIT**, then either party may ask any applicable question in this section.]*

- ☒ 76.1 Did the **PLAINTIFF** or **LANDLORD** or anyone acting on his or her behalf do anything which is alleged to have been a waiver, change, withdrawal, or cancellation of the **NOTICE TO QUIT**? If so:

- state the facts supporting this allegation;
- state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of these facts;
- identify each **DOCUMENT** that supports the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

- ☒ 76.2 Did the **PLAINTIFF** or **LANDLORD** accept rent which covered a period after the date for vacating the **RENTAL UNIT** as specified in the **NOTICE TO QUIT**? If so:

- state the facts;
- state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
- identify each **DOCUMENT** that supports the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

#### 77.0 Retaliation and Arbitrary Discrimination

*[If a defense is based on retaliation or arbitrary discrimination, then either party may ask any applicable question in this section.]*

- ☒ 77.1 State all reasons that the **NOTICE TO QUIT** was served or that defendant's tenancy was not renewed and for each reason:
- state all facts supporting **PLAINTIFF'S** decision to terminate or not renew defendant's tenancy;
  - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
  - identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

#### 78.0 Nonperformance of the Rental Agreement by Landlord

*[If a defense is based on nonperformance of the rental agreement by the **LANDLORD** or someone acting on the **LANDLORD'S** behalf, then either party may ask any applicable question in this section.]*

- ☒ 78.1 Did the **LANDLORD** or anyone acting on the **LANDLORD'S** behalf agree to make repairs, alterations, or improvements at any time or provide services to the **PROPERTY** or **RENTAL UNIT**? If so, for each agreement state:
- the substance of the agreement;

- when it was made;
- whether it was written or oral;
- by whom and to whom;
- the name and **ADDRESS** of each person who knows about it;
- whether all promised repairs, alterations, or improvements were completed or services provided;
- the reasons for any failure to perform;
- the identity of each **DOCUMENT** evidencing the agreement or promise and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

- ☒ 78.2 Has **PLAINTIFF** or **LANDLORD** or any resident of the **PROPERTY** ever committed disturbances or interfered with the quiet enjoyment of the **RENTAL UNIT** (including, for example, noise, acts which threaten the loss of title to the property or loss of financing, etc.)? If so, for each disturbance or interference, state:

- a description of each act;
- the date of each act;
- the name, **ADDRESS**, and telephone number of each **PERSON** who acted;
- the name, **ADDRESS**, and telephone number of each **PERSON** who witnessed each act and any **DOCUMENTS** evidencing the person's knowledge;
- what action was taken by the **PLAINTIFF** or **LANDLORD** to end or lessen the disturbance or interference.

#### 79.0 Offer of Rent by Defendant

*[If a defense is based on an offer of rent by a defendant which was refused, then either party may ask any applicable question in this section.]*

- ☐ 79.1 Has defendant or anyone acting on the defendant's behalf offered any payments to **PLAINTIFF** which **PLAINTIFF** refused to accept? If so, for each offer state:
- the amount;
  - the date;
  - purpose of offer;
  - the manner of the offer;
  - the identity of the person making the offer;
  - the identity of the person refusing the offer;
  - the date of the refusal;
  - the reasons for the refusal.

#### 80.0 Deduction from Rent for Necessary Repairs

*[If a defense to payment of rent or damages is based on claim of retaliatory eviction, then either party may ask any applicable question in this section. Additional questions in section 75.0 may also be applicable.]*

- ☐ 80.1 Does defendant claim to have deducted from rent any amount which was withheld to make repairs after communication to the **LANDLORD** of the need for the repairs? If the answer is "no", do not answer interrogatories 80.2 through 80.6.

- ☐ 80.2 For each condition in need of repair for which a deduction was made, state:
- the nature of the condition;
  - the location;
  - the date the condition was discovered by defendant;
  - the date the condition was first known by **LANDLORD** or **PLAINTIFF**;

- (e) the dates and methods of each notice to the **LANDLORD** or **PLAINTIFF** of the condition;
- (f) the response or action taken by the **LANDLORD** or **PLAINTIFF** to each notification;
- (g) the cost to remedy the condition and how the cost was determined;
- (h) the identity of any bids obtained for the repairs and any **DOCUMENTS** evidencing the bids.

- ☐ 80.3 Did **LANDLORD** or **PLAINTIFF** fail to respond within a reasonable time after receiving a communication of a need for repair? If so, for each communication state:
- (a) the date it was made;
  - (b) how it was made;
  - (c) the response and date;
  - (d) why the delay was unreasonable.
- ☐ 80.4 Was there an insufficient period specified or actually allowed between the time of notification and the time repairs were begun by defendant to allow **LANDLORD** or **PLAINTIFF** to make the repairs? If so, state all facts on which the claim of insufficiency is based.
- ☐ 80.5 Does **PLAINTIFF** contend that any of the items for which rent deductions were taken were not allowable under law? If so, for each item state all reasons and facts on which you base your contention.
- ☐ 80.6 Has defendant vacated or does defendant anticipate vacating the **RENTAL UNIT** because repairs were requested and not made within a reasonable time? If so, state all facts on which defendant justifies having vacated the **RENTAL UNIT** or anticipates vacating the rental unit.

### 81.0 Fair Market Rental Value

*[If defendant denies **PLAINTIFF** allegation on the fair market rental value of the **RENTAL UNIT**, then either party may ask any applicable question in this section. If defendant claims that the fair market rental value is less because of a breach of warranty to provide habitable premises, then either party may also ask any applicable question in section 75.0.]*

- ☒ 81.1 Do you have an opinion on the fair market rental value of the **RENTAL UNIT**? If so, state:
- (a) the substance of your opinion;
  - (b) the factors upon which the fair market rental value is based;
  - (c) the method used to calculate the fair market rental value.
- ☒ 81.2 Has any other **PERSON** ever expressed to you an opinion on the fair market rental value of the **RENTAL UNIT**? If so, for each **PERSON**:
- (a) state the name, **ADDRESS**, and telephone number;
  - (b) state the substance of the **PERSON'S** opinion;
  - (c) describe the conversation or identify all **DOCUMENTS** in which the **PERSON** expressed an opinion and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.
- ☒ 81.3 Do you know of any current violations of state or local building codes, housing codes, or health codes, conditions of delapidation or other conditions in need of repair in the **RENTAL UNIT** or common areas that have affected the **RENTAL UNIT** at any time defendant has been in possession? If so, state:
- (a) the conditions in need of repair;
  - (b) the kind of repairs needed;
  - (c) the name, **ADDRESS**, and telephone number of each **PERSON** who caused these conditions.

# Exhibit B

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Daniel Joseph Feldman

Daniel Joseph Feldman

8809 Danington Drive

Louisville, KY 40222

TELEPHONE NO.: (307) 699-3223

FAX NO. (Optional):

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): Daniel Feldman, in pro. per.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco  
Civic Center CourthouseSHORT TITLE OF CASE:  
Steinhoff Holmes v. Feldman**FORM INTERROGATORIES-GENERAL**

CASE NUMBER:

CUD-19-666401

Asking Party: Daniel Feldman

Answering Party: Linda Steinhof Holmes

Set No.: One

**Sec. 1. Instructions to All Parties**

(a) Interrogatories are written questions prepared by a party to an action that are sent to any other party in the action to be answered under oath. The interrogatories below are form interrogatories approved for use in civil cases.

(b) For time limitations, requirements for service on other parties, and other details, see Code of Civil Procedure sections 2030.010-2030.410 and the cases construing those sections.

(c) These form interrogatories do not change existing law relating to interrogatories nor do they affect an answering party's right to assert any privilege or make any objection.

**Sec. 2. Instructions to the Asking Party**

(a) These interrogatories are designed for optional use by parties in unlimited civil cases where the amount demanded exceeds \$25,000. Separate interrogatories, *Form Interrogatories - Limited Civil Cases (Economic Litigation)* (form DISC-004), which have no subparts, are designed for use in limited civil cases where the amount demanded is \$25,000 or less; however, those interrogatories may also be used in unlimited civil cases.

(b) Check the box next to each interrogatory that you want the answering party to answer. Use care in choosing those interrogatories that are applicable to the case.

(c) You may insert your own definition of **INCIDENT** in Section 4, but only where the action arises from a course of conduct or a series of events occurring over a period of time.

(d) The interrogatories in section 16.0, Defendant's Contentions-Personal Injury, should not be used until the defendant has had a reasonable opportunity to conduct an investigation or discovery of plaintiff's injuries and damages.

(e) Additional interrogatories may be attached.

**Sec. 3. Instructions to the Answering Party**

(a) An answer or other appropriate response must be given to each interrogatory checked by the asking party.

(b) As a general rule, within 30 days after you are served with these interrogatories, you must serve your responses on all the asking party and serve copies of your responses on all other parties to the action who have appeared. See Code of Civil Procedure sections 2030.260-2030.270 for details.

(c) Each answer must be as complete and straightforward as the information reasonably available to you, including the information possessed by your attorneys or agents, permits. If an interrogatory cannot be answered completely, answer it to the extent possible.

(d) If you do not have enough personal knowledge to fully answer an interrogatory, say so, but make a reasonable and good faith effort to get the information by asking other persons or organizations, unless the information is equally available to the asking party.

(e) Whenever an interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the interrogatory can be found.

(f) Whenever an address and telephone number for the same person are requested in more than one interrogatory, you are required to furnish them in answering only the first interrogatory asking for that information.

(g) If you are asserting a privilege or making an objection to an interrogatory, you must specifically assert the privilege or state the objection in your written response.

(h) Your answers to these interrogatories must be verified, dated, and signed. You may wish to use the following form at the end of your answers:

*I declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.*

(DATE)

(SIGNATURE)

**Sec. 4. Definitions**

Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:

(a) (Check one of the following):

- ☒ (1) **INCIDENT** includes the circumstances and events surrounding the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or proceeding.

- ☐ (2) **INCIDENT** means (insert your definition here or on a separate, attached sheet labeled "Sec. 4(a)(2)"): \_\_\_\_\_

(b) **YOU OR ANYONE ACTING ON YOUR BEHALF**

includes you, your agents, your employees, your insurance companies, their agents, their employees, your attorneys, your accountants, your investigators, and anyone else acting on your behalf.

(c) **PERSON** includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

(d) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and includes the original or a copy of handwriting, typewriting, printing, photostats, photographs, electronically stored information, and every other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds, or symbols, or combinations of them.

(e) **HEALTH CARE PROVIDER** includes any **PERSON** referred to in Code of Civil Procedure section 667.7(e)(3).

(f) **ADDRESS** means the street address, including the city, state, and zip code.

## Sec. 5. Interrogatories

The following interrogatories have been approved by the Judicial Council under Code of Civil Procedure section 2033.710:

### CONTENTS

- 1.0 Identity of Persons Answering These Interrogatories
- 2.0 General Background Information - Individual
- 3.0 General Background Information - Business Entity
- 4.0 Insurance
- 5.0 *[Reserved]*
- 6.0 Physical, Mental, or Emotional Injuries
- 7.0 Property Damage
- 8.0 Loss of Income or Earning Capacity
- 9.0 Other Damages
- 10.0 Medical History
- 11.0 Other Claims and Previous Claims
- 12.0 Investigation - General
- 13.0 Investigation - Surveillance
- 14.0 Statutory or Regulatory Violations
- 15.0 Denials and Special or Affirmative Defenses
- 16.0 Defendant's Contentions Personal Injury
- 17.0 Responses to Request for Admissions
- 18.0 *[Reserved]*
- 19.0 *[Reserved]*
- 20.0 How the Incident Occurred - Motor Vehicle
- 25.0 *[Reserved]*
- 30.0 *[Reserved]*
- 40.0 *[Reserved]*
- 50.0 Contract
- 60.0 *[Reserved]*
- 70.0 Unlawful Detainer *[See separate form DISC-003]*
- 101.0 Economic Litigation *[See separate form DISC-004]*
- 200.0 Employment Law *[See separate form DISC-002]*
- Family Law *[See separate form FL-145]*

## 1.0 Identity of Persons Answering These Interrogatories

- ☒ 1.1 State the name, **ADDRESS**, telephone number, and relationship to you of each **PERSON** who prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

## 2.0 General Background Information - individual

- ☒ 2.1 State:
- (a) your name;
  - (b) every name you have used in the past; and
  - (c) the dates you used each name.
- ☒ 2.2 State the date and place of your birth.
- ☐ 2.3 At the time of the **INCIDENT**, did you have a driver's license? If so state:
- (a) the state or other issuing entity;
  - (b) the license number and type;
  - (c) the date of issuance; and
  - (d) all restrictions.
- ☐ 2.4 At the time of the **INCIDENT**, did you have any other permit or license for the operation of a motor vehicle? If so, state:
- (a) the state or other issuing entity;
  - (b) the license number and type;
  - (c) the date of issuance; and
  - (d) all restrictions.
- ☒ 2.5 State:
- (a) your present residence **ADDRESS**;
  - (b) your residence **ADDRESSES** for the past five years; and
  - (c) the dates you lived at each **ADDRESS**.
- ☒ 2.6 State:
- (a) the name, **ADDRESS**, and telephone number of your present employer or place of self-employment; and
  - (b) the name, **ADDRESS**, dates of employment, job title, and nature of work for each employer or self-employment you have had from five years before the **INCIDENT** until today.
- ☒ 2.7 State:
- (a) the name and **ADDRESS** of each school or other academic or vocational institution you have attended, beginning with high school;
  - (b) the dates you attended;
  - (c) the highest grade level you have completed; and
  - (d) the degrees received.
- ☒ 2.8 Have you ever been convicted of a felony? If so, for each conviction state:
- (a) the city and state where you were convicted;
  - (b) the date of conviction;
  - (c) the offense; and
  - (d) the court and case number.
- ☒ 2.9 Can you speak English with ease? If not, what language and dialect do you normally use?
- ☒ 2.10 Can you read and write English with ease? If not, what language and dialect do you normally use?

- ☒ 2.11 At the time of the **INCIDENT** were you acting as an agent or employee for any **PERSON**? If so, state:
- the name, **ADDRESS**, and telephone number of that **PERSON**; and
  - a description of your duties.
- ☐ 2.12 At the time of the **INCIDENT** did you or any other person have any physical, emotional, or mental disability or condition that may have contributed to the occurrence of the **INCIDENT**? If so, for each person state:
- the name, **ADDRESS**, and telephone number;
  - the nature of the disability or condition; and
  - the manner in which the disability or condition contributed to the occurrence of the **INCIDENT**.
- ☐ 2.13 Within 24 hours before the **INCIDENT** did you or any person involved in the **INCIDENT** use or take any of the following substances: alcoholic beverage, marijuana, or other drug or medication of any kind (prescription or not)? If so, for each person state:
- the name, **ADDRESS**, and telephone number;
  - the nature or description of each substance;
  - the quantity of each substance used or taken;
  - the date and time of day when each substance was used or taken;
  - the **ADDRESS** where each substance was used or taken;
  - the name, **ADDRESS**, and telephone number of each person who was present when each substance was used or taken; and
  - the name, **ADDRESS**, and telephone number of any **HEALTH CARE PROVIDER** who prescribed or furnished the substance and the condition for which it was prescribed or furnished.

### 3.0 General Background Information - Business Entity

- ☐ 3.1 Are you a corporation? If so, state:
- the name stated in the current articles of incorporation;
  - all other names used by the corporation during the past 10 years and the dates each was used;
  - the date and place of incorporation;
  - the **ADDRESS** of the principal place of business; and
  - whether you are qualified to do business in California.
- ☐ 3.2 Are you a partnership? If so, state:
- the current partnership name;
  - all other names used by the partnership during the past 10 years and the dates each was used;
  - whether you are a limited partnership and, if so, under the laws of what jurisdiction;
  - the name and **ADDRESS** of each general partner; and
  - the **ADDRESS** of the principal place of business.
- ☐ 3.3 Are you a limited liability company? If so, state:
- the name stated in the current articles of organization;
  - all other names used by the company during the past 10 years and the date each was used;
  - the date and place of filing of the articles of organization;
  - the **ADDRESS** of the principal place of business; and
  - whether you are qualified to do business in California.

- ☐ 3.4 Are you a joint venture? If so, state:
- the current joint venture name;
  - all other names used by the joint venture during the past 10 years and the dates each was used;
  - the name and **ADDRESS** of each joint venture; and
  - the **ADDRESS** of the principal place of business.
- ☐ 3.5 Are you an unincorporated association? If so, state:
- the current unincorporated association name;
  - all other names used by the unincorporated association during the past 10 years and the dates each was used; and
  - the **ADDRESS** of the principal place of business.
- ☒ 3.6 Have you done business under a fictitious name during the past 10 years? If so, for each fictitious name state:
- the name;
  - the dates each was used;
  - the state and county of each fictitious name filing; and
  - the **ADDRESS** of the principal place of business.
- ☒ 3.7 Within the past five years has any public entity registered or licensed your business? If so, for each license or registration:
- identify the license or registration;
  - state the name of the public entity; and
  - state the dates of issuance and expiration.

### 4.0 Insurance

- ☐ 4.1 At the time of the **INCIDENT**, was there in effect any policy of insurance through which you were or might be insured in any manner (for example, primary, pro-rata, or excess liability coverage or medical expense coverage) for the damages, claims, or actions that have arisen out of the **INCIDENT**? If so, for each policy state:
- the kind of coverage;
  - the name and **ADDRESS** of the insurance company;
  - the name, **ADDRESS**, and telephone number of each named insured;
  - the policy number;
  - the limits of coverage for each type of coverage contained in the policy;
  - whether any reservation of rights or controversy or coverage dispute exists between you and the insurance company; and
  - the name, **ADDRESS**, and telephone number of the custodian of the policy.
- ☐ 4.2 Are you self-insured under any statute for the damages, claims, or actions that have arisen out of the **INCIDENT**? If so, specify the statute.

### 5.0 [Reserved]

### 6.0 Physical, Mental, or Emotional Injuries

- ☐ 6.1 Do you attribute any physical, mental, or emotional injuries to the **INCIDENT**? (If your answer is "no," do not answer interrogatories 6.2 through 6.7).
- ☐ 6.2 Identify each injury you attribute to the **INCIDENT** and the area of your body affected.

- ☐ 6.3 Do you still have any complaints that you attribute to the **INCIDENT**? If so, for each complaint state:
- (a) a description;
  - (b) whether the complaint is subsiding, remaining the same, or becoming worse; and
  - (c) the frequency and duration.

- ☐ 6.4 Did you receive any consultation or examination (except from expert witnesses covered by Code of Civil Procedure sections 2034.210-2034.310) or treatment from a **HEALTH CARE PROVIDER** for any injury you attribute to the **INCIDENT**? If so, for each **HEALTH CARE PROVIDER** state:

- (a) the name, **ADDRESS**, and telephone number;
- (b) the type of consultation, examination, or treatment provided;
- (c) the dates you received consultation, examination, or treatment; and
- (d) the charges to date.

- ☐ 6.5 Have you taken any medication, prescribed or not, as a result of injuries that you attribute to the **INCIDENT**? If so, for each medication state:

- (a) the name;
- (b) the **PERSON** who prescribed or furnished it;
- (c) the date it was prescribed or furnished;
- (d) the dates you began and stopped taking it; and
- (e) the cost to date.

- ☐ 6.6 Are there any other medical services necessitated by the injuries that you attribute to the **INCIDENT** that were not previously listed (for example, ambulance, nursing, prosthetics)? If so, for each service state:

- (a) the nature;
- (b) the date;
- (c) the cost; and
- (d) the name, **ADDRESS**, and telephone number of each provider.

- ☐ 6.7 Has any **HEALTH CARE PROVIDER** advised that you may require future or additional treatment for any injuries that you attribute to the **INCIDENT**? If so, for each injury state:

- (a) the name and **ADDRESS** of each **HEALTH CARE PROVIDER**;
- (b) the complaints for which the treatment was advised; and
- (c) the nature, duration, and estimated cost of the treatment.

## 7.0 Property Damage

- ☐ 7.1 Do you attribute any loss of or damage to a vehicle or other property to the **INCIDENT**? If so, for each item of property:

- (a) describe the property;
- (b) describe the nature and location of the damage to the property;

- (c) state the amount of damage you are claiming for each item of property and how the amount was calculated; and
- (d) if the property was sold, state the name, **ADDRESS**, and telephone number of the seller, the date of sale, and the sale price.

- ☐ 7.2 Has a written estimate or evaluation been made for any item of property referred to in your answer to the preceding interrogatory? If so, for each estimate or evaluation state:

- (a) the name, **ADDRESS**, and telephone number of the **PERSON** who prepared it and the date prepared;
- (b) the name, **ADDRESS**, and telephone number of each **PERSON** who has a copy of it; and
- (c) the amount of damage stated.

- ☐ 7.3 Has any item of property referred to in your answer to interrogatory 7.1 been repaired? If so, for each item state:

- (a) the date repaired;
- (b) a description of the repair;
- (c) the repair cost;
- (d) the name, **ADDRESS**, and telephone number of the **PERSON** who repaired it;
- (e) the name, **ADDRESS**, and telephone number of the **PERSON** who paid for the repair.

## 8.0 Loss of Income or Earning Capacity

- ☐ 8.1 Do you attribute any loss of income or earning capacity to the **INCIDENT**? (If your answer is "no," do not answer interrogatories 8.2 through 8.8).

- ☐ 8.2 State:

- (a) the nature of your work;
- (b) your job title at the time of the **INCIDENT**; and
- (c) the date your employment began.

- ☐ 8.3 State the last date before the **INCIDENT** that you worked for compensation.

- ☐ 8.4 State your monthly income at the time of the **INCIDENT** and how the amount was calculated.

- ☐ 8.5 State the date you returned to work at each place of employment following the **INCIDENT**.

- ☐ 8.6 State the dates you did not work and for which you lost income as a result of the **INCIDENT**.

- ☐ 8.7 State the total income you have lost to date as a result of the **INCIDENT** and how the amount was calculated.

- ☐ 8.8 Will you lose income in the future as a result of the **INCIDENT**? If so, state:

- (a) the facts upon which you base this contention;
- (b) an estimate of the amount;
- (c) an estimate of how long you will be unable to work; and
- (d) how the claim for future income is calculated.



**9.0 Other Damages**

- ☐ 9.1 Are there any other damages that you attribute to the **INCIDENT**? If so, for each item of damage state:
- (a) the nature;
  - (b) the date it occurred;
  - (c) the amount; and
  - (d) the name, **ADDRESS**, and telephone number of each **PERSON** to whom an obligation was incurred.
- ☐ 9.2 Do any **DOCUMENTS** support the existence or amount of any item of damages claimed in interrogatory 9.1? If so, describe each document and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

**10.0 Medical History**

- ☐ 10.1 At any time before the **INCIDENT** did you have complaints or injuries that involved the same part of your body claimed to have been injured in the **INCIDENT**? If so, for each state:
- (a) a description of the complaint or injury;
  - (b) the dates it began and ended; and
  - (c) the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER** whom you consulted or who examined or treated you.
- ☐ 10.2 List all physical, mental, and emotional disabilities you had immediately before the **INCIDENT**. (*You may omit mental or emotional disabilities unless you attribute any mental or emotional injury to the **INCIDENT**.*)
- ☐ 10.3 At any time after the **INCIDENT**, did you sustain injuries of the kind for which you are now claiming damages? If so, for each incident giving rise to an injury state:
- (a) the date and the place it occurred;
  - (b) the name, **ADDRESS**, and telephone number of any other **PERSON** involved;
  - (c) the nature of any injuries you sustained;
  - (d) the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER** who you consulted or who examined or treated you; and
  - (e) the nature of the treatment and its duration.

**11.0 Other Claims and Previous Claims**

- ☐ 11.1 Except for this action, in the past 10 years have you filed an action or made a written claim or demand for compensation for your personal injuries? If so, for each action, claim, or demand state:
- (a) the date, time, and place and location (closest street **ADDRESS** or intersection) of the **INCIDENT** giving rise to the action, claim, or demand;
  - (b) the name, **ADDRESS**, and telephone number of each **PERSON** against whom the claim or demand was made or the action filed;

- (c) the court, names of the parties, and case number of any action filed;
- (d) the name, **ADDRESS**, and telephone number of any attorney representing you;
- (e) whether the claim or action has been resolved or is pending; and
- (f) a description of the injury.

- ☐ 11.2 In the past 10 years have you made a written claim or demand for workers' compensation benefits? If so, for each claim or demand state:
- (a) the date, time, and place of the **INCIDENT** giving rise to the claim;
  - (b) the name, **ADDRESS**, and telephone number of your employer at the time of the injury;
  - (c) the name, **ADDRESS**, and telephone number of the workers' compensation insurer and the claim number;
  - (d) the period of time during which you received workers' compensation benefits;
  - (e) a description of the injury;
  - (f) the name, **ADDRESS**, and telephone number of any **HEALTH CARE PROVIDER** who provided services; and
  - (g) the case number at the Workers' Compensation Appeals Board.

**12.0 Investigation-General**

- ☒ 12.1 State the name, **ADDRESS**, and telephone number of each individual:
- (a) who witnessed the **INCIDENT** or the events occurring immediately before or after the **INCIDENT**;
  - (b) who made any statement at the scene of the **INCIDENT**;
  - (c) who heard any statements made about the **INCIDENT** by any individual at the scene; and
  - (d) who **YOU OR ANYONE ACTING ON YOUR BEHALF** claim has knowledge of the **INCIDENT** (except for expert witnesses covered by Code of Civil Procedure section 2034).
- ☒ 12.2 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** interviewed any individual concerning the **INCIDENT**? If so, for each individual state:
- (a) the name, **ADDRESS**, and telephone number of the individual interviewed;
  - (b) the date of the interview; and
  - (c) the name, **ADDRESS**, and telephone number of the **PERSON** who conducted the interview.
- ☒ 12.3 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** obtained a written or recorded statement from any individual concerning the **INCIDENT**? If so, for each statement state:
- (a) the name, **ADDRESS**, and telephone number of the individual from whom the statement was obtained;
  - (b) the name, **ADDRESS**, and telephone number of the individual who obtained the statement;
  - (c) the date the statement was obtained; and
  - (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original statement or a copy.

- ☒ 12.4 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** know of any photographs, films, or videotapes depicting any place, object, or individual concerning the **INCIDENT** or plaintiff's injuries? If so, state:
- (a) the number of photographs or feet of film or videotape;
  - (b) the places, objects, or persons photographed, filmed, or videotaped;
  - (c) the date the photographs, films, or videotapes were taken;
  - (d) the name, **ADDRESS**, and telephone number of the individual taking the photographs, films, or videotapes; and
  - (e) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy of the photographs, films, or videotapes.

- ☒ 12.5 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** know of any diagram, reproduction, or model of any place or thing (except for items developed by expert witnesses covered by Code of Civil Procedure sections 2034.210-2034.310) concerning the **INCIDENT**? If so, for each item state:
- (a) the type (i.e., diagram, reproduction, or model);
  - (b) the subject matter; and
  - (c) the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

- ☒ 12.6 Was a report made by any **PERSON** concerning the **INCIDENT**? If so, state:
- (a) the name, title, identification number, and employer of the **PERSON** who made the report;
  - (b) the date and type of report made;
  - (c) the name, **ADDRESS**, and telephone number of the **PERSON** for whom the report was made; and
  - (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy of the report.

- ☒ 12.7 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** inspected the scene of the **INCIDENT**? If so, for each inspection state:
- (a) the name, **ADDRESS**, and telephone number of the individual making the inspection (except for expert witnesses covered by Code of Civil Procedure sections 2034.210-2034.310); and
  - (b) the date of the inspection.

### 13.0 Investigation-Surveillance

- ☒ 13.1 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** conducted surveillance of any individual involved in the **INCIDENT** or any party to this action? If so, for each surveillance state:
- (a) the name, **ADDRESS**, and telephone number of the individual or party;
  - (b) the time, date, and place of the surveillance;
  - (c) the name, **ADDRESS**, and telephone number of the individual who conducted the surveillance; and
  - (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy of any surveillance photograph, film, or videotape.

- ☒ 13.2 Has a written report been prepared on the surveillance? If so, for each written report state:
- (a) the title;
  - (b) the date;
  - (c) the name, **ADDRESS**, and telephone number of the individual who prepared the report; and
  - (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy.

### 14.0 Statutory or Regulatory Violations

- ☒ 14.1 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** contend that any **PERSON** involved in the **INCIDENT** violated any statute, ordinance, or regulation and that the violation was a legal (proximate) cause of the **INCIDENT**? If so, identify the name, **ADDRESS**, and telephone number of each **PERSON** and the statute, ordinance, or regulation that was violated.
- ☒ 14.2 Was any **PERSON** cited or charged with a violation of any statute, ordinance, or regulation as a result of this **INCIDENT**? If so, for each **PERSON** state:
- (a) the name, **ADDRESS**, and telephone number of the **PERSON**;
  - (b) the statute, ordinance, or regulation allegedly violated;
  - (c) whether the **PERSON** entered a plea in response to the citation or charge and, if so, the plea entered; and
  - (d) the name and **ADDRESS** of the court or administrative agency, names of the parties, and case number.

### 15.0 Denials and Special or Affirmative Defenses

- ☐ 15.1 Identify each denial of a material allegation and each special or affirmative defense in your pleadings and for each:
- (a) state all facts upon which you base the denial or special or affirmative defense;
  - (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of those facts; and
  - (c) identify all **DOCUMENTS** and other tangible things that support your denial or special or affirmative defense, and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

### 16.0 Defendant's Contentions-Personal Injury

- ☐ 16.1 Do you contend that any **PERSON**, other than you or plaintiff, contributed to the occurrence of the **INCIDENT** or the injuries or damages claimed by plaintiff? If so, for each **PERSON**:
- (a) state the name, **ADDRESS**, and telephone number of the **PERSON**;
  - (b) state all facts upon which you base your contention;
  - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
  - (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.
- ☐ 16.2 Do you contend that plaintiff was not injured in the **INCIDENT**? If so:
- (a) state all facts upon which you base your contention;
  - (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
  - (c) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

- ☐ 16.3 Do you contend that the injuries or the extent of the injuries claimed by plaintiff as disclosed in discovery proceedings thus far in this case were not caused by the **INCIDENT**? If so, for each injury:
- identify it;
  - state all facts upon which you base your contention;
  - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
  - identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.
- ☐ 16.4 Do you contend that any of the services furnished by any **HEALTH CARE PROVIDER** claimed by plaintiff in discovery proceedings thus far in this case were not due to the **INCIDENT**? If so:
- identify each service;
  - state all facts upon which you base your contention;
  - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
  - identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.
- ☐ 16.5 Do you contend that any of the costs of services furnished by any **HEALTH CARE PROVIDER** claimed as damages by plaintiff in discovery proceedings thus far in this case were not necessary or unreasonable? If so:
- identify each cost;
  - state all facts upon which you base your contention;
  - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
  - identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.
- ☐ 16.6 Do you contend that any part of the loss of earnings or income claimed by plaintiff in discovery proceedings thus far in this case was unreasonable or was not caused by the **INCIDENT**? If so:
- identify each part of the loss;
  - state all facts upon which you base your contention;
  - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
  - identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.
- ☐ 16.7 Do you contend that any of the property damage claimed by plaintiff in discovery Proceedings thus far in this case was not caused by the **INCIDENT**? If so:
- identify each item of property damage;
  - state all facts upon which you base your contention;
  - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
  - identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

- ☐ 16.8 Do you contend that any of the costs of repairing the property damage claimed by plaintiff in discovery proceedings thus far in this case were unreasonable? If so:
- identify each cost item;
  - state all facts upon which you base your contention;
  - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
  - identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.
- ☐ 16.9 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** have any **DOCUMENT** (for example, insurance bureau index reports) concerning claims for personal injuries made before or after the **INCIDENT** by a plaintiff in this case? If so, for each plaintiff state:
- the source of each **DOCUMENT**;
  - the date each claim arose;
  - the nature of each claim; and
  - the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.
- ☐ 16.10 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** have any **DOCUMENT** concerning the past or present physical, mental, or emotional condition of any plaintiff in this case from a **HEALTH CARE PROVIDER** not previously identified (except for expert witnesses covered by Code of Civil Procedure sections 2034.210-2034.310)? If so, for each plaintiff state:
- the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER**;
  - a description of each **DOCUMENT**; and
  - the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

#### 17.0 Responses to Request for Admissions

- ☒ 17.1 Is your response to each request for admission served with these interrogatories an unqualified admission? If not, for each response that is not an unqualified admission:
- state the number of the request;
  - state all facts upon which you base your response;
  - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of those facts; and
  - identify all **DOCUMENTS** and other tangible things that support your response and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

18.0 [Reserved]

19.0 [Reserved]

#### 20.0 How the Incident Occurred-Motor Vehicle

- ☐ 20.1 State the date, time, and place of the **INCIDENT** (closest street **ADDRESS** or intersection).
- ☐ 20.2 For each vehicle involved in the **INCIDENT**, state:
- the year, make, model, and license number;
  - the name, **ADDRESS**, and telephone number of the driver;

- (c) the name, **ADDRESS**, and telephone number of each occupant other than the driver;
- (d) the name, **ADDRESS**, and telephone number of each registered owner;
- (e) the name, **ADDRESS**, and telephone number of each lessee;
- (f) the name, **ADDRESS**, and telephone number of each owner other than the registered owner or lien holder; and
- (g) the name of each owner who gave permission or consent to the driver to operate the vehicle.

☐ 20.3 State the **ADDRESS** and location where your trip began and the **ADDRESS** and location of your destination.

☐ 20.4 Describe the route that you followed from the beginning of your trip to the location of the **INCIDENT**, and state the location of each stop, other than routine traffic stops, during the trip leading up to the **INCIDENT**.

☐ 20.5 State the name of the street or roadway, the lane of travel, and the direction of travel of each vehicle involved in the **INCIDENT** for the 500 feet of travel before the **INCIDENT**.

☐ 20.6 Did the **INCIDENT** occur at an intersection? If so, describe all traffic control devices, signals, or signs at the intersection.

☐ 20.7 Was there a traffic signal facing you at the time of the **INCIDENT**? If so, state:

- (a) your location when you first saw it;
- (b) the color;
- (c) the number of seconds it had been that color; and
- (d) whether the color changed between the time you first saw it and the **INCIDENT**.

☐ 20.8 State how the **INCIDENT** occurred, giving the speed, direction, and location of each vehicle involved:

- (a) just before the **INCIDENT**;
- (b) at the time of the **INCIDENT**; and (c) just after the **INCIDENT**.

☐ 20.9 Do you have information that a malfunction or defect in a vehicle caused the **INCIDENT**? If so:

- (a) identify the vehicle;
- (b) identify each malfunction or defect;
- (c) state the name, **ADDRESS**, and telephone number of each **PERSON** who is a witness to or has information about each malfunction or defect; and
- (d) state the name, **ADDRESS**, and telephone number of each **PERSON** who has custody of each defective part.

☐ 20.10 Do you have information that any malfunction or defect in a vehicle contributed to the injuries sustained in the **INCIDENT**? If so:

- (a) identify the vehicle;
- (b) identify each malfunction or defect;
- (c) state the name, **ADDRESS**, and telephone number of each **PERSON** who is a witness to or has information about each malfunction or defect; and

- (d) state the name, **ADDRESS**, and telephone number of each **PERSON** who has custody of each defective part.

☐ 20.11 State the name, **ADDRESS**, and telephone number of each owner and each **PERSON** who has had possession since the **INCIDENT** of each vehicle involved in the **INCIDENT**.

25.0 [Reserved]

30.0 [Reserved]

40.0 [Reserved]

#### 50.0 Contract

☒ 50.1 For each agreement alleged in the pleadings:

- (a) identify each **DOCUMENT** that is part of the agreement and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
- (b) state each part of the agreement not in writing, the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to that provision, and the date that part of the agreement was made;
- (c) identify all **DOCUMENTS** that evidence any part of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
- (d) identify all **DOCUMENTS** that are part of any modification to the agreement, and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
- (e) state each modification not in writing, the date, and the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to the modification, and the date the modification was made;
- (f) identify all **DOCUMENTS** that evidence any modification of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

☒ 50.2 Was there a breach of any agreement alleged in the pleadings? If so, for each breach describe and give the date of every act or omission that you claim is the breach of the agreement.

☒ 50.3 Was performance of any agreement alleged in the pleadings excused? If so, identify each agreement excused and state why performance was excused.

☒ 50.4 Was any agreement alleged in the pleadings terminated by mutual agreement, release, accord and satisfaction, or novation? If so, identify each agreement terminated, the date of termination, and the basis of the termination.

☒ 50.5 Is any agreement alleged in the pleadings unenforceable? If so, identify each unenforceable agreement and state why it is unenforceable.

☒ 50.6 Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous agreement and state why it is ambiguous.

60.0 [Reserved]

# Exhibit C

FOR COURT USE ONLY

TELEPHONE NO.: (307) 699-3223

FAX NO. (Optional):

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): **Daniel Feldman, in pro. per.**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco

STREET ADDRESS: 400 McAllister Street

MAILING ADDRESS: 400 McAllister Street

CITY AND ZIP CODE: **San Francisco, CA 94102**

BRANCH NAME: Civic Center Courthouse

SHORT TITLE:

Steinhoff Holmes v. Feldman

## REQUESTS FOR ADMISSION

### Truth of Facts

### Genuineness of Documents

**Requesting Party:** Daniel Feldman

**Responding Party:** Linda Steinhoff Holmes

Set No.: One

CASE NUMBER:

CUD-19-666401

Requests for admission are written requests by a party to an action requiring that any other party to the action either admit or deny, under oath, the truth of certain facts or the genuineness of certain documents. For information on timing, the number of admissions a party may request from any other party, service of requests and responses, restrictions on the style, format, and scope of requests for admission and responses to requests, and other details, see Code of Civil Procedure sections 94-95, 1013, and 2033.010-2033.420 and the case law relating to those sections.

An answering party should consider carefully whether to admit or deny the truth of facts or the genuineness of documents. With limited exceptions, an answering party will not be allowed to change an answer to a request for admission. There may be penalties if an answering party fails to admit the truth of any fact or the genuineness of any document when requested to do so and the requesting party later proves that the fact is true or that the document is genuine. These penalties may include, among other things, payment of the requesting party's attorney's fees incurred in making that proof.

Unless there is an agreement or a court order providing otherwise, the answering party must respond in writing to requests for admission within 30 days after they are served, or within 5 days after service in an unlawful detainer action. There may be significant penalties if an answering party fails to provide a timely written response to each request for admission. These penalties may include, among other things, an order that the facts in issue are deemed true or that the documents in issue are deemed genuine for purposes of the case.

Answers to *Requests for Admission* must be given under oath. The answering party should use the following language at the end of the responses:

*I declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.*


(DATE)

(SIGNATURE)

These instructions are only a summary and are not intended to provide complete information about requests for admission. This *Requests for Admission* form does not change existing law relating to requests for admissions, nor does it affect an answering party's right to assert any privilege or to make any objection.

You are requested to admit within 30 days after service, or within 5 days after service in an unlawful detainer action, of this *Requests for Admission* that:

1. ☒ Each of the following facts is true (if more than one, number each fact consecutively):

 Continued on Attachment 1

2. ☐ The original of each of the following documents, copies of which are attached, is genuine (*if more than one, number each document consecutively*):

 Continued on Attachment 2

Daniel Feldman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

1. Admit that attached herewith as Exhibit A is a true and correct copy of the COMPLAINT. (For purposes of these requests for admission the word “COMPLAINT” means plaintiff Linda Steinhoff Holmes’, February 20, 2020, file endorsed First Amended COMPLAINT - UNLAWFUL DETAINER in this action, *Linda Steinhoff Holmes v. Daniel Feldman, et al.*, San Francisco County Superior Court, Limited Civil Jurisdiction, Case Number: CUD-19666401.)

2. Admit PLAINTIFF is not an individual over the age of 18 years. (For purposes of this request for admission the word “PLAINTIFF” means plaintiff Linda Steinhoff Holmes.)

3. Admit DEFENDANT is not in possession of the PREMISES. (For purposes of this request for admission the word “DEFENDANT” means Daniel Feldman For purposes of this requests for admission the word “PREMISES” means the premises located at 884 14<sup>th</sup> Street, City and County of San Francisco, State of California and ZIP Code: 94114.)

4. Admit PLAINTIFF’S is not the owner of the PREMISES.

5. Admit that DEFENDANT did not agree to rent the PREMISES as a month-to-month tenancy.

6. Admit that DEFENDANT did not agree to pay rent of \$2800.00 monthly for the PREMISES.

7. Admit that DEFENDANT did not agree to pay rent on the first of the month for the PREMISES.

8. Admit that DEFENDANT’S rental agreement for the PREMISES is not written.

9. Admit a true and correct copy of the written rental agreement for the PREMISES between DEFENDANT and PLAINTIFF is attached herewith as Exhibit B.

10. Admit that DEFENDANT’S rental agreement for the PREMISES was not made with PLAINTIFF.

11. Admit that there have been no changes made to DEFENDANT’S written rental agreement for the PREMISES.

12. Admit DEFENDANT did not receive the NOTICE TO QUIT for the PREMISES. (For purposes of this request for admission the phrase “NOTICE TO QUIT means the 3 Day Notice to Quit attached as Exhibit 2 to the COMPLAINT.)



13. Admit that DEFENDANT did not receive a copy of the NOTICE TO QUIT on December 3, 2019.

14. Admit DEFENDANT was not served with the NOTICE TO QUIT by posting a copy on the PREMISES and mailing a copy to DEFENDANT at the PREMISES on December 3, 2019, because no person of suitable age or discretion could be found there.

15. Admit that the period stated in the NOTICE TO QUIT did not expire at the end of the day on December 6, 2019.

16. Admit DEFENDANT complied with the requirements of the NOTICE TO QUIT by the end of the day on December 6, 2019.

17. Admit that all facts stated in the NOTICE TO QUIT are false.

18. Admit the fair rental value of the PREMISES is not \$93.33 per day.

19. Admit DEFENDANT'S tenancy at the PREMISES is subject to the RENT ORDINANCE. (For purposes of this request for admission the phrase "RENT ORDINANCE" means City of Oakland and County of Alameda: Just Cause for Eviction Ordinance; Date of Passage November 5, 2002; Date Effective December 2, 2002, and as amended.)

20. Admit PLAINTIFF has not met all applicable requirements of the RENT ORDINANCE in pursuing the present action.

21. Admit PLAINTIFF has not met all applicable requirements of the RENT ORDINANCE.

22. Admit PLAINTIFF has not met all applicable requirements of the RENT ORDINANCE in seeking possession of the PREMISES.

23. Admit PLAINTIFF is not entitled to possession of the PREMISES against DEFENDANT.

24. Admit PLAINTIFF is not entitled to damages at the rate of \$93.33 per day for each day that DEFENDANT remains in possession of the PREMISES from January 1, 2020, through entry of judgment.

25. Admit that attached herewith as Exhibit D is a true and correct copy of the ANSWER. (For purposes of these requests for admission the word "ANSWER" means DEFENDANT'S, May 29, 2020, Answer to First Amended Complaint for Unlawful Detainer in , *Linda Steinhoff Holmes v. Daniel Feldman, et al.*, San Francisco County Superior Court, Limited Civil Jurisdiction, Case Number: CUD-19666401.)



26. Admit PLAINTIFF breached the warranty to provide habitable premises owed to DEFENDANT at the PREMISES.

27. Admit from March 15, 2013, up to and including today PLAINTIFF breached the warranty to provide habitable premises at the PREMISES.

28. Admit from March 15, 2013, up to and including today PLAINTIFF did not make needed repairs at the PREMISES.

29. Admit PLAINTIFF waived the NOTICE TO QUIT.

30. Admit PLAINTIFF changed the NOTICE TO QUIT.

31. Admit PLAINTIFF cancelled the NOTICE TO QUIT.

32. Admit PLAINTIFF serve DEFENDANT with the NOTICE TO QUIT to retaliate against DEFENDANT.

33. Admit PLAINTIFF served the COMPLAINT to retaliate against DEFENDANT.

# Exhibit A

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar #, and address): <b>Daniel Bornstein (SBN 169159)</b> Bornstein Law 507 Polk Street, Suite 310 San Francisco, CA 94102-3396 TELEPHONE NO.: (415) 409-7611 FAX NO. (Optional): (415) 463-2349 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): <b>Linda Steinhoff Holmes</b>	FOR COURT USE ONLY  <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> San Francisco County Superior Court  FEB 20 2020  CLERK OF THE COURT BY:  Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Francisco</b> STREET ADDRESS: <b>400 McAllister Street</b> MAILING ADDRESS: <b>400 McAllister Street</b> CITY AND ZIP CODE: <b>San Francisco, CA 94102</b> BRANCH NAME: <b>Civic Center Courthouse</b> PLAINTIFF: <b>Linda Steinhoff Holmes</b>  DEFENDANT: <b>Daniel Feldman</b>	
<input checked="" type="checkbox"/> DOES 1 TO <u>10</u> , Inclusive	
COMPLAINT - UNLAWFUL DETAINER* <input type="checkbox"/> COMPLAINT <input checked="" type="checkbox"/> AMENDED COMPLAINT (Amendment Number): <u>First</u>	
CASE NUMBER: CUD-19-666401	
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000  <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from unlimited to limited	

1. PLAINTIFF (name each): **Linda Steinhoff Holmes**

alleges causes of action against DEFENDANT (name each):  
**Daniel Feldman**

2. a. Plaintiff is (1) ☒ an individual over the age of 18 years. (4) ☐ a partnership.  
 (2) ☐ a public agency. (5) ☐ a corporation.  
 (3) ☐ other (specify):

b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):

**884 14th Street**  
**San Francisco CA 94114**  
**San Francisco**

4. Plaintiff's interest in the premises is ☒ as owner ☐ other (specify):

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

6. a. On or about (date): **3/15/13** defendant (name each):  
**Daniel Feldman**

- (1) agreed to rent the premises as a ☒ month-to-month tenancy ☐ other tenancy (specify):  
 (2) agreed to pay rent of \$ **2800.00** payable ☒ monthly ☐ other (specify frequency):  
 (3) agreed to pay rent on the ☐ first of the month ☒ other day (specify):

b. This ☒ written ☐ oral agreement was made with

- (1) ☒ plaintiff. (3) ☐ plaintiff's predecessor in interest.  
 (2) ☐ plaintiff's agent. (4) ☐ other (specify):

\*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

Page 1 of 3

PLAINTIFF (Name) : Linda Steinhoff Holmes  DEFENDANT (Name) : Daniel Feldman	CASE NUMBER: <b>CUD-19-666401</b>
--	--------------------------------------

6. c. ☒ The defendants not named in item 6a are
- (1) ☐ subtenants.
  - (2) ☐ assignees.
  - (3) ☒ other (specify) : unknown
- d. ☐ The agreement was later changed as follows (specify) :
- e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. ☐ (For residential property) A copy of the written agreement is not attached because (specify reason) :
- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
  - (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. ☒ a. Defendant (name each) : Daniel Feldman

was served the following notice on the same date and in the same manner:

- (1) ☐ 3-day notice to pay rent or quit
  - (2) ☐ 30-day notice to quit
  - (3) ☐ 60-day notice to quit
  - (4) ☐ 3-day notice to perform covenants or quit
  - (5) ☒ 3-day notice to quit
  - (6) ☐ Other (specify) :
- b. (1) On (date) : 12/6/19 the period stated in the notice expired at the end of the day.
- (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. ☐ The notice included an election of forfeiture.
- e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)

8. a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:

- (1) ☐ by personally handing a copy to defendant on (date) :
- (2) ☐ by leaving a copy with (name or description) :  
 a person of suitable age and discretion, on (date) : at defendant's  
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on  
 (date) : because defendant cannot be found at defendant's residence or usual  
 place of business.
- (3) ☒ by posting a copy on the premises on (date) : 12/3/19 ☐ AND giving a copy to a  
 person found residing at the premises AND mailing a copy to defendant at the premises on  
 (date) : 12/3/19  
 (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR  
 (b) ☒ because no person of suitable age or discretion can be found there.
- (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered  
 mail addressed to defendant on (date) :
- (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written  
 commercial lease between the parties.

b. ☐ (Name) :

was served on behalf of all defendants who signed a joint written rental agreement.

c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.

d. ☐ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): Linda Steinhoff DEFENDANT (Name): Daniel Feldman	CASE NUMBER: <b>CUD-19-666401</b>
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9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$
11. ☒ The fair rental value of the premises is \$ **93.33** per day.
12. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. ☐ A written agreement between the parties provides for attorney fees.
14. ☒ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): **City & County of San Francisco: Residential Rent Stabilization & Arbitration Ordinance, Chapter 37 of the San Francisco Administrative Code (File #188-79; Ord. #276-79); Adopted: 6/13/79, and as amended.**

Plaintiff has met all applicable requirements of the ordinances.

15. ☒ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

**17. PLAINTIFF REQUESTS**

- |   |  |
|---|--|
| a. possession of the premises.<br>b. costs incurred in this proceeding:<br>c. <input type="checkbox"/> past-due rent of \$<br>d. <input type="checkbox"/> reasonable attorney fees.<br>e. <input type="checkbox"/> forfeiture of the agreement. | f. <input checked="" type="checkbox"/> damages at the rate stated in item 11 from<br>(date): <b>1/1/20</b> for each day that<br>defendants remain in possession through entry of judgment.<br>g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12.<br>h. <input checked="" type="checkbox"/> other (specify): <b>such other and further relief as the<br/>             court deems just and proper.</b> |
|---|--|

18. ☒ Number of pages attached (specify): **17**

**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)**

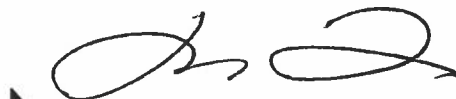
19. (Complete in all cases.) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state:)

- |  |  |
|--|--|
| a. Assistant's name:<br>b. Street address, city, and zip code: | c. Telephone No.:<br>d. County of registration:<br>e. Registration No.:<br>f. Expires on (date): |
|--|--|

Date: 2/20/20

Kathryn Quetel (SBN 167100)

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

SHORT TITLE: Holmes v. Feldman	CASE NUMBER: CUD-19-666401
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ATTACHMENT (Number): -15-

(This Attachment may be used with any Judicial Council form.)

Plaintiff's handwritten note "see attachment" in Exhibit 1 (page 2, paragraph 1) refers to plaintiff's April 7, 2018, letter attached hereto. Said "attachment was not a part of the original month to month residential rental agreement.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1  
(Add pages as required)

April 7, 2018

Daniel Feldman  
884 14<sup>th</sup> Street  
San Francisco, CA 94114

Daniel

RE: LATE RENT

As of the above date, your rent for April 2018 has not been paid. All rents are due and payable on the first day of each month. Please remit the rent for the unit you currently occupy at, 884-14<sup>th</sup> Street, in the amount of \$2,800.00, immediately.

Per usual your rent should be sent to 999 Lohrman Lane, Petaluma, CA, 94952

Sincerely

Linda Holmes  
Landlord

Comments or Questions:

Utrecht & Lenvin, LLP  
Attn: Elizabeth Hurwitz  
109 Stevenson Street  
San Francisco, CA 94105  
415 357- 0600

## Month-to-Month Residential Rental Agreement

### Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between Daniel J. Feldman, Ph.D ("Tenant") and Linda S. Holmes ("Landlord"). Tenant is liable for the payment of rent and performance of all other terms of this Agreement.

### Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 884 - 14<sup>th</sup> Street

San Francisco, CA 94114 ("the premises"), together with the following furnishings and appliances:

Refrigerator and Gas Stove (Both brand new at the beginning of occupancy).

Rental of the premises does *not* include:

use of the garage, the Tradesmans Entrance and/or any where on the back patio/garden as a storage area.

### Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and his minor children. Occupancy by guests for up to seven (7) consecutive days in any six-month period is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

### Clause 4. Term of the Tenancy

The rental will begin on March 15, 2013, and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 30 days' written notice. Tenant may terminate the tenancy by giving the Landlord 30 days' written notice.

### Clause 5. Payment of Rent

#### *Regular monthly rent*

Tenant will pay to Landlord a monthly rent of \$2,800.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to Linda S. Holmes by placing the rent in the slot on the back door of the ground floor or at such other place as Landlord designates.





**Delivery of payment.**

Rent will be paid:

In person, by placing the rent in the slot on the back door of the ground floor.

**Form of payment.**

Landlord will accept payment in these forms:

By personal check made payable to Linda S. Holmes or cash.

**Prorated first month's rent.**

For the period from Tenant's move-in date, March 15, 2013 through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$1,400.00. This amount will be paid on or before the date the Tenant moves in.

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge of \$50.00, plus \$25.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$275.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$25.00.

**Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of \$4,200.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 21 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

**Clause 9. Utilities**

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

Water and Garbage.

*Tenant is  
mailing rent  
and has been since  
moving in.  
See attachment.*

*\$1,400.00*

*Rec'd  
3/15/2013  
OK #299  
JH*

*\$4,200.00*

*Rec'd  
3/15/2013  
OK #298  
JH*

**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, , and paint, and has found them to be in good, safe, and clean condition and repair, ~~except as noted in the Landlord-Tenant Checklist.~~ JMK  
RF

**Clause 12. Repairs and Alterations by Tenant**

a. Except as provided by law, as authorized below, or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the wall or painting the rental unit.

b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, except properly trained service animals needed by blind, deaf, or disabled persons and \_\_\_\_\_ under the following conditions: Tenant must keep building, flat, and yard free of feces and feces smell, litter boxes used by cats must be maintained and free of odor. Cats and dogs be spayed or neutered, licensed,



up to date on vaccinations, and well-trained and nonthreatening.

Tenant's pet(s) will be well-behaved and under Tenant's control at all times and will not pose a threat or apparent threat to the safety of other tenants, their guests, or other people on or near the rental premises. If, in the opinion of Landlord, tenant's pet(s) pose such a threat, Landlord will serve tenant with the appropriate notice to terminate the tenancy.

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24 hours notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

*a. Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

*b. Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 18. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party *shall not* recover reasonable attorney fees and court costs.

**Clause 19. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

**Clause 20. Authority to Receive Legal Papers**

The Landlord, will accept service of process and receive other notices and demands, which may be delivered to the following address: 999 Lohrman Lane, Petaluma, CA 94952

**Clause 21. Additional Provisions**

Additional provisions are as follows:

- A. It is the Tenant(s) responsibility to place the three (3) Garbage & Recycling Bins for tenant's flat at the curb on the appropriate day for pick up and return them to the designated area in The Tradesmans Entrance when empty.
- B. In order to keep the building clean tenant's must take their garbage to the garbage cans. Garbage is put into the cans not left on top or beside them. Never leave garbage on the stairs or patio.
- C. Tenants may garden in the yard while being respectful to those plants and trees already surviving there, and being aware not to over water and use an excessive amount of water. Landlord will notify tenants if the water bill increases and tenants will decrease the amount of water used or if necessary stop watering.
- D. Tenants will not put signs or flags of any kind in the windows or on the building at anytime.

THURSDAY  
FOR FRIDAY  
PICK-UP

**Clause 22. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 23. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

**Clause 24. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

3/15/2013 Lindor L. Holmes

Date

Landlord

Title

884-886-Holmes Street

Street Address

San Francisco, CA, 94114

City, State, &amp; Zip

707-799-6902

Phone

15 March 2013 Daniel P. Reed

Date

Tenant

917.232.2440

Phone

### 3-DAY NOTICE TO QUIT

TO: Daniel Feldman, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following premises:

884 14<sup>th</sup> Street

City and County of San Francisco, State of California,  
including all garage(s), storage and common areas.

PLEASE TAKE NOTICE that you are hereby required to quit and deliver up to the undersigned the possession of the above-described premises now held and occupied by you. You have committed or permitted to exist a nuisance in the rental unit and in and about the common areas of the complex containing the rental unit, or are creating an unreasonable interference with the comfort, safety or enjoyment of other residents of the same building and the surrounding community. Your nuisance behavior is severe, continuing and/or recurring in nature. The nuisance, which is landlord's dominant motive for recovering possession of the premises, exists as follows:

**May, 2013 - Present:** At all hours of the day and night, you scream, bang the floor, yell obscenities, play music at extremely loud volume, causing your neighbors to be fearful and disturbed. On two separate occasions, you have vandalized the building by causing the window of your front door to break. Your misconduct has resulted in the landlord and a building resident to seek SF Police intervention to stop your behavior. You have repeatedly threatened to kill the owner with a machete and to kill the other building resident by using a gun. You have attempted to physically attack the owner and only stopped when others restrained you.

NOTICE IS HEREBY GIVEN THAT you are required within three (3) days from the date of service on you of this notice to remove from and deliver up possession of the above-described premises to the landlord's duly authorized agent: Daniel Bornstein, Esq., Bornstein Law, 507 Polk Street, Suite 310, San Francisco, CA 94102, Phone: (415) 409-7611, who is authorized to receive possession of said premises, or the undersigned will institute legal proceedings against you to (1) recover possession of the above-described premises; and (2) recover rents and such damages, court costs and attorneys' fees, according to the terms of your lease or rental agreement and/or as permitted by law.

POSSESSION of the premises is sought pursuant to California Code of Civil Procedure § 1161(4): maintaining, committing, or permitting the maintenance or commission of a nuisance upon the premises. POSSESSION of the premises is sought pursuant to San Francisco Administrative Code § 37.9(a)(3): The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or other tenants in the building, the activities are severe, continuing or recurring in nature and the nature of such nuisance, damage or interference is specifically stated by the landlord in the writing as required by Section 37.9(c).

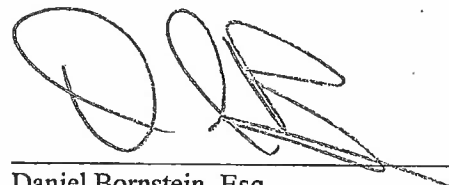
If the tenancy terminates pursuant to this notice, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the owner/agent to request an initial inspection.

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033.

12-3-19

Holmes

cc: SF Rent Board



Daniel Bornstein, Esq.

Bornstein Law

Attorneys and Duly Authorized Agent for Landlord

Exhibit 2



## San Francisco Residential Rent Stabilization and Arbitration Board

### **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### **NOTICE TO TENANT (English)**

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at [www.sfrb.org](http://www.sfrb.org).

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at [www.sfmohcd.org](http://www.sfmohcd.org) for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **NOTIFICACIÓN AL INQUILINO (Spanish)**

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en [www.sfrb.org](http://www.sfrb.org).

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en [www.sfmohcd.org](http://www.sfmohcd.org) para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)**

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web [www.sfrb.org](http://www.sfrb.org).

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ [www.sfmohcd.org](http://www.sfmohcd.org) để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco (San Francisco Housing Resource Guide)* tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



## San Francisco Residential Rent Stabilization and Arbitration Board

# **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

### 租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：[www.sfrb.org](http://www.sfrb.org)。

您可能符合資格申請可負擔房屋計劃和公寓。請上網 [www.sfmohcd.org](http://www.sfmohcd.org) 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能符合資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

### УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте [www.sfrb.org](http://www.sfrb.org).

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («MOHCD»), [www.sfmohcd.org](http://www.sfmohcd.org), где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобном рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

### ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakutuha rin ng impormasyon sa [www.sfrb.org](http://www.sfrb.org).

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa [www.sfmohcd.org](http://www.sfmohcd.org) para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.



**VERIFICATION**

STATE OF CALIFORNIA, COUNTY OF San Francisco

I have read the foregoing First amended Complaint - Unlawful Detainer

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner  
☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am one of the attorneys for Linda Steinhoff Holmes

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on 2/20/20

, at San Francisco

, California.

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

Kathryn Quetel (SBN 167100)

TYPE OR PRINT NAME

SIGNATURE

**PROOF OF SERVICE**

1013a (3) CCP Revised 2004

STATE OF CALIFORNIA, COUNTY OF San Francisco

I am employed in the county of

, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

On

, I served the foregoing document described as

on

in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☐ **BY MAIL**

☐ \*I deposited such envelope in the mail at

, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at

California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on

, at

, California.

☐ **\*(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on

, at

, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

TYPE OR PRINT NAME

SIGNATURE

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*\* (FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

# Exhibit B

## Month-to-Month Residential Rental Agreement

### Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between Daniel J. Feldman, Ph. D ("Tenant") and Linda S. Holmes ("Landlord"). Tenant is liable for the payment of rent and performance of all other terms of this Agreement.

### Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 884 - 14<sup>th</sup> Street

San Francisco, CA 94114 ("the premises"), together with the following furnishings and appliances:

Refrigerator and Gas Stove (Both brand new at the beginning of occupancy).

Rental of the premises does *not* include:

use of the garage, the Tradesmans Entrance and/or any where on the back patio/garden as a storage area

### Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and his minor children. Occupancy by guests for up to seven (7) consecutive days in any six-month period is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

### Clause 4. Term of the Tenancy

The rental will begin on March 15, 2013, and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 30 days' written notice. Tenant may terminate the tenancy by giving the Landlord 30 days' written notice.

### Clause 5. Payment of Rent

#### *Regular monthly rent*

Tenant will pay to Landlord a monthly rent of \$2,800.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to Linda S. Holmes by placing the rent in the slot on the back door of the ground floor or at such other place as Landlord designates.



11/1  
PF  
as of April 1, 201.  
[Handwritten signatures and notes]

**Delivery of payment.**

Rent will be paid:

In person, by placing the rent in the slot on the back door of the ground floor.

**Form of payment.**

Landlord will accept payment in these forms:

By personal check made payable to Linda S. Holmes or cash.

**Prorated first month's rent.**

For the period from Tenant's move-in date, March 15, 2013 through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$1,400.00. This amount will be paid on or before the date the Tenant moves in.

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge of \$50.00, plus \$25.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$275.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$25.00.

**Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of \$4,200.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 21 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

**Clause 9. Utilities**

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

Water and Garbage.

*Tenant is  
providing rent  
and has been since  
moving in.  
See attachment.*

*\$1,400.00*

*Paid  
3/15/2013  
Ch #299  
JH*

*\$4,200.00*

*Paid  
3/15/2013  
Ch #298  
JH*

**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, , and paint, and has found them to be in good, safe, and clean condition and repair, ~~except as noted in the Landlord-Tenant~~ *JMK*  
~~Checklist.~~ *RF*

**Clause 12. Repairs and Alterations by Tenant**

a. Except as provided by law, as authorized below, or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the wall or painting the rental unit.

b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, except properly trained service animals needed by blind, deaf, or disabled persons and \_\_\_\_\_ under the following conditions: Tenant must keep building, flat, and yard free of feces and feces smell, litter boxes used by cats must be maintained and free of odor. Cats and dogs be spayed or neutered, licensed,



up to date on vaccinations, and well-trained and nonthreatening.

Tenant's pet(s) will be well-behaved and under Tenant's control at all times and will not pose a threat or apparent threat to the safety of other tenants, their guests, or other people on or near the rental premises. If, in the opinion of Landlord, tenant's pet(s) pose such a threat, Landlord will serve tenant with the appropriate notice to terminate the tenancy.

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24 hours notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

*a. Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

*b. Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 18. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party *shall not* recover reasonable attorney fees and court costs.

**Clause 19. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

**Clause 20. Authority to Receive Legal Papers**

The Landlord, will accept service of process and receive other notices and demands, which may be delivered to the following address: 999 Lohrman Lane, Petaluma, CA 94952

**Clause 21. Additional Provisions**

Additional provisions are as follows:

- A. It is the Tenant(s) responsibility to place the three (3) Garbage & Recycling Bins for tenant's flat at the curb on the appropriate day for pick up and return them to the designated area in The Tradesmans Entrance when empty.
- B. In order to keep the building clean tenant's must take their garbage to the garbage cans. Garbage is put into the cans not left on top or beside them. Never leave garbage on the stairs or patio.
- C. Tenants may garden in the yard while being respectful to those plants and trees already surviving there, and being aware not to over water and use an excessive amount of water. Landlord will notify tenants if the water bill increases and tenants will decrease the amount of water used or if necessary stop watering.
- D. Tenants will not put signs or flags of any kind in the windows or on the building at anytime.

THURSDAY  
EVENING  
FOR Garbage  
Pick-up



**Clause 22. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 23. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

**Clause 24. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

3/15/2013 Linda S. Holmes \_\_\_\_\_  
Date Landlord Title  
884-886-14th Street  
Street Address  
San Francisco, CA, 94114 707-799-6902  
City, State, & Zip Phone

15 March 2013 Daniel S. Reed 917.232.2440  
Date Tenant Phone



# Exhibit C

Daniel Joseph Feldman  
8809 Denington Drive  
Louisville, KY 40222  
(307) 699-3223  
Defendant In Pro Per.

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**05/29/2020**  
Clerk of the Court  
BY: MADONNA CARANTO  
Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO  
LIMITED JURISDICTION

Linda Steinhoff Holmes,

Plaintiff,

v.

Daniel Feldman, et al.,

Defendants.

Case No. CUD-19-666401

**ANSWER TO FIRST AMENDED  
COMPLAINT FOR UNLAWFUL  
DETAINER**

Defendant Daniel Joseph Feldman ("Defendant") hereby answers the Complaint filed by plaintiff Linda Steinhoff Holmes ("Plaintiff") as follows:

1. Defendant denies the following statements of the complaint: 1, 6, 7, 11, 14.
2. Defendant has insufficient information that the following statements are true, so defendant denies them: 2, 4, 5, 8.

AFFIRMATIVE DEFENSES

3. Plaintiffs are endeavoring to recover possession in violation of San Francisco Administrative Code § 37.9 and the Rules and Regulations promulgated thereunder.
4. Plaintiff is in violation of San Francisco Administrative Code Section 37.10B
5. Plaintiff has breached the warranty to provide habitable premises. (\*solely for the purpose of denying Plaintiff's allegation as to the amount of daily rental damages. *See North 7th Street Assocs. V. Constante (2001) 92 Cal.App.4th Supp. 7.*)
6. Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
7. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
8. By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against defendant in violation of the Constitution or laws of the United States or California.
9. By serving defendant with the notice to quit or filing complaint, plaintiff is in violation of the Fair Housing amendments' Act of 1988 (42 U.S.C. § 3601) and/or the California Fair Employment and Housing Act (Gov. Code § 12955.8), and the Unruh Act (CC § 55, *et seq.*).
10. Plaintiff has breached the covenant of quiet enjoyment.
11. Plaintiff is barred from seeking possession due to the doctrine of unclean hands.
12. Plaintiff is estopped by conduct from seeking possession.
13. Plaintiff is barred from seeking possession due to the doctrine of laches.
14. The complaint fails to state a cause of action.


OTHER STATEMENTS

15. Defendant claims a deposit plus unpaid interest pursuant to San Francisco Administrative Code § 49.2 in an amount to be proven at trial

WHEREFORE, Defendant prays for judgment from this Court as follows:

16. That Plaintiff take nothing requested in the complaint  
17. Costs incurred in this proceeding  
18. Such other and further relief as the Court deems appropriate and proper.

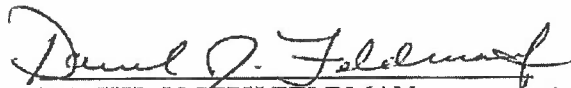
Dated: May 28, 2020

  
Daniel Joseph Feldman  
Defendant In Pro Per. *By fax*

VERIFICATION

I, Daniel Joseph Feldman, am a defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that this answer is true and correct

Dated: May 28, 2020

  
DANIEL JOSEPH FELDMAN  
Defendant In Pro Per. *By fax*

**SUMMONS**  
**(CITACIÓN JUDICIAL)**

**UNLAWFUL DETAINER-EVICTION**  
**(RETENCIÓN ILÍCITA DE UN INMUEBLE-DESALOJO)**

on first amended complaint

SUM-130

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

Daniel Feldman, Does 1 to 10, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Linda Steinhoff Holmes

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website ([www.lawhelpca.org](http://www.lawhelpca.org)), the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), or by contacting your local court or county bar association.

**FEE WAIVER:** If you cannot pay the filing fee, ask the clerk for a fee waiver form. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante.

Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados local.

**EXENCIÓN DE CUOTAS:** Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier cantidad de \$10,000 ó más recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

1. The name and address of the court is:  
(El nombre y dirección de la corte es):

San Francisco County Superior Court  
400 McAllister Street  
San Francisco, CA 94102

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Daniel Bornstein (SBN 169159)  
507 Polk Street, Suite 310  
San Francisco, CA 94102-3396

Bornstein Law  
(415) 409-7611

CASE NUMBER (número del caso):  
CUD-19-666401

PLAINTIFF (Name): Linda Steinhoff Holmes	CASE NUMBER: CUD-19-666401
DEFENDANT (Name): Daniel Feldman	

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

4. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):

- Assistant's name:
- Telephone no.:
- Street address, city, and zip:
- County of registration:
- Registration no.:
- Registration expires on (date):

Date: FEB 20 2020  
(Fecha)

CLERK OF THE COURT

Clerk, by  
(Secretario)

*Ch*  
CAROLYN BALISTRERI, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (form POS-010)).

[SEAL]



5. NOTICE TO THE PERSON SERVED: You are served

- ☒ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ as an occupant.
- ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation).  
☐ CCP 416.20 (defunct corporation).  
☐ CCP 416.40 (association or partnership).  
☐ CCP 415.46 (occupant).
- ☐ by personal delivery on (date):

- ☐ CCP 416.60 (minor).  
☐ CCP 416.70 (conservatee).  
☐ CCP 416.90 (authorized person).  
☐ other (specify):

# Exhibit D

1 Daniel Joseph Feldman  
2 8809 Denington Drive  
3 Louisville, KY 40222  
4 Telephone: (307) 699-3223

5 In pro. per.

6 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
7 CITY AND COUNTY OF SAN FRANCISCO  
8 LIMITED JURISDICTION  
9

10 Linda Steinhoff Holmes,

11 Plaintiff,

12 v.

13 Daniel Feldman, et al.,

14 Defendants.  
15

Case Number: CUD-19-666401

DEMAND FOR DOCUMENTS TO LINDA  
STEINHOFF HOLMES AND

16  
17 Discovery Propounded: Demand for Documents,

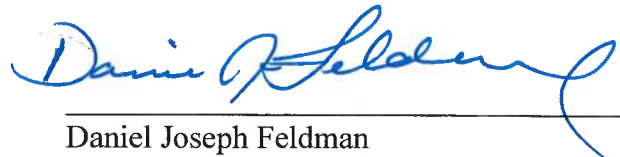
18 Propounding Party: Daniel Feldman

19 Responding Party: Linda Steinhoff Holmes

20 Set Number: One  
21

22 Defendant hereby demands that plaintiff produce and permit inspection and copying of the  
23 documents, described below. The following is the designation of the documents and/or tangible things to  
24 be produced for inspection are stated in Attachment A.  
25

26  
27 Dated: July 1, 2020

28   
29

Daniel Joseph Feldman  
Defendant in Pro Per.



1  
2 1. All DOCUMENTS which IDENTIFIES each PERSON who owned the SUBJECT PREMISES  
3 during the SUBJECT PERIOD. (For purposes of this document demand the term "DOCUMENT" and/or  
4 "DOCUMENTS" means all recorded, electronically-stored and written information, however produced or  
5 reproduced, and however stored or retained, including paper and electronic, digital, magnetic, wireless,  
6 optical, or electromagnetic formats, such as floppy disk, CD-ROM, PC hard drive, backup tapes, laptop  
7 computers, digital sound or video recordings, digital photographs, internet search histories, thumb or USB  
8 drives, cell phones, personal data assistants, peripheral storage devices, local or wide area network,  
9 handheld device or ISP network, of every kind and description in YOUR actual or constructive possession,  
10 custody or control, including without limitation handwritten, typewritten, printed, digital, photocopy and  
11 all other forms of originals and copies of any and all correspondence, letters, memoranda, notes, e-mail  
12 messages, pleadings, books, telegrams, telexes, cables, calendars, diaries, appointment books, journals,  
13 ledgers, accounts, statements, receipts, invoices, work papers, reports, schedules, canceled checks and  
14 check stubs, legal opinions, vouchers, agreements, contracts, manuals, notebooks, worksheets, timesheets,  
15 promissory notes, licenses, payment records, photographs, films, videotapes, dictated tapes and other  
16 sound recordings, appraisals, tabulations, purchase orders, charts, minutes, logs, offers, orders, computer  
17 printouts and/or reports and applicable programs therefore, tapes, cards or other means by which data is  
18 stored or preserved, any applicable programs therefor (from which you may reproduce or cause to be  
19 reproduced such data in written form), shorthand or stenographers notebooks, papers, and all drafts,  
20 revisions, and differing versions of the foregoing, whether denominated formal or otherwise, as well as  
21 all copies of any of the foregoing which differ in any way from the original, and all other "writings" as  
22 that term is defined in California Evidence Code section 250. For purposes of this document demand the  
23 terms "IDENTIFIES" or "IDENTIFY" means DOCUMENTS which states a PERSON'S name, employer,  
24 title, address, telephone number and/or email address. For purposes of this document demand the term  
25 "PERSON" means natural person, firm, association, organization, partnership, business, trust, corporation,  
26 limited liability corporation, professional corporation, and/or public entity. For purposes of this document  
27 demand the phrase "SUBJECT PREMISES" means the premises located at 884 14<sup>th</sup> Street, City and County  
28 of San Francisco, State of California and ZIP Code: 94114. For purposes of this document demand the  
29

1 phrase "SUBJECT PERIOD" means from May 1, 2013, up to and including the present. For purposes of this  
2 document demand the words "YOU" or "YOUR" means plaintiff Linda Steinhoff Holmes.)

3  
4 2. All DOCUMENTS pertaining to the INCIDENT. (For purposes of this document demand the  
5 term "INCIDENT" means the circumstances and events surrounding the allegations in means plaintiff  
6 Linda Steinhoff Holmes', February 20, 2020, file endorsed First Amended COMPLAINT - UNLAWFUL  
7 DETAINER in this action, *Linda Steinhoff Holmes v. Daniel Feldman, et al.*, San Francisco County Superior  
8 Court, Limited Civil Jurisdiction, Case Number: CUD-19666401, giving rise to this action.)

9 3. Each DOCUMENT which IDENTIFIES the PERSON who MANAGED the SUBJECT  
10 PREMISES during the SUBJECT PERIOD. (For purposes of this document demand the term  
11 "MANAGED" and/or "MANAGER" means a PERSON who is responsible for day-to-day operations.)

12 4. All statements taken of PLAINTIFF. (For purposes of this document demand the terms  
13 "PLAINTIFF" or "PLAINTIFF'S" shall mean plaintiff Linda Steinhoff Holmes.)

14 5. All statements taken of DEFENDANT during the SUBJECT PERIOD. (For purposes of this  
15 document demand the terms "DEFENDANT" or "DEFENDANT'S" shall mean defendant Daniel  
16 Feldman.)

17 6. All DOCUMENTS which IDENTIFY each PERSON who SUPERVISED each PERSON who  
18 MANAGED the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document  
19 demand the terms "SUPERVISED", or "SUPERVISOR" means the PERSON who oversaw the  
20 performance of each PERSON who MANAGED the SUBJECT PREMISES.)

21 7. All DOCUMENTS containing COMMUNICATIONS between YOU and each PERSON that  
22 MANAGED the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document  
23 demand the term "COMMUNICATION" or "COMMUNICATIONS" means any type of oral, written or  
24 visual contact(s) between two or more persons in which information, facts, statements, conversation or  
25 opinions were exchanged, imparted or received.)

26 8. All DOCUMENTS containing COMMUNICATIONS between YOU each PERSON that  
27 SUPERVISED each MANAGER of the SUBJECT PREMISES during the SUBJECT PERIOD.

28 9. All DOCUMENTS containing COMMUNICATIONS between YOU and each owner of the  
29

1 SUBJECT PREMISES during the SUBJECT PERIOD.

2 10. YOUR Driver's license.

3 11. All DOCUMENTS RELATING TO each INSPECTION conducted of the SUBJECT  
4 PREMISES during the SUBJECT PERIOD. (For purposes of this document demand the terms  
5 "RELATING TO", "REFER TO", or "REFERRING TO" shall mean consisting of, addressing the subject  
6 matter of or summarizing, describing and/or referring to in any way. For purposes of this document  
7 demand the term "INSPECTION", "INSPECTED" and/or "INSPECT" means to examine for the purpose  
8 of ascertaining whether or not an object and/or real property and its fixtures are suitable for their intended  
9 use.)  
10

11 12. All DOCUMENTS RELATING TO each INSPECTION YOU conducted of the SUBJECT  
12 PREMISES during the SUBJECT PERIOD.

13 13. All DOCUMENTS which YOU created as a result of each INSPECTION conducted of the  
14 SUBJECT PREMISES during the SUBJECT PERIOD.

15 14. All COMMUNICATIONS between YOU and the San Francisco Department of Building  
16 Inspection regarding the SUBJECT PREMISES during the SUBJECT PERIOD.

17 15. All DOCUMENTS which REFER TO the SUBJECT PREMISES during the SUBJECT  
18 PERIOD.  
19

20 16. All statements taken of witnesses to the INCIDENT.

21 17. All DOCUMENTS that IDENTIFY witnesses to the INCIDENT

22 18. All photographs of the SUBJECT PREMISES.

23 19. All blue prints of the SUBJECT PREMISES.

24 20. All diagrams which depict the SUBJECT PREMISES.

25 21. All videotape of the SUBJECT PREMISES.

26 22. All DOCUMENTS which depict any portion of the exterior of the SUBJECT PREMISES at  
27 any time, including during the SUBJECT PERIOD.

28 23. All DOCUMENTS which depict any portion of the interior of the SUBJECT PREMISES at  
29 any time, including during the SUBJECT PERIOD.

1           24. All DOCUMENTS REFERRING TO any damage YOU caused to the SUBJECT PREMISES.

2           25. All DOCUMENTS REFERRING TO any damage DEFENDANT caused to the SUBJECT  
3 PREMISES.  
4

5           26. All DOCUMENTS RELATING TO costs YOU incurred to repair any damage to the  
6 SUBJECT PREMISES.

7           27. All business licenses YOU hold.

8           28. All DOCUMENTS which REFER TO business licenses YOU held during the SUBJECT  
9 PERIOD.

10          29. All DOCUMENTS which compose COMMUNICATIONS between YOU and the San  
11 Francisco Fire Department which RELATE TO the SUBJECT PREMISES during the SUBJECT  
12 PERIOD.

13          30. All DOCUMENTS which YOU have received from San Francisco County's Health  
14 Department which RELATE TO the SUBJECT PREMISES at any time, including during the SUBJECT  
15 PERIOD.

16          31. All COMMUNICATIONS between YOU and the County of San Francisco RELATING TO  
17 the SUBJECT PREMISES during the SUBJECT PERIOD.

18          32. All DOCUMENTS which evidence the date YOU rented the SUBJECT PREMISES to  
19 DEFENDANT.  
20

21          33. All DOCUMENTS which evidence the date YOU become the owner of the SUBJECT  
22 PREMISES.

23          34. All DOCUMENTS REFERRING TO the terms of the rental agreement between YOU and  
24 DEFENDANT.

25          35. All DOCUMENTS which support YOUR contention that DEFENDANT breached the terms  
26 of the rental agreement between YOU and DEFENDANT.

27          36. All DOCUMENTS which support YOUR contention that "all facts stated in the notice are  
28 true."  
29

1 37. All DOCUMENTS REFERRING TO rent payments YOU received from DEFENDANT for  
2 the SUBJECT PREMISES during the SUBJECT PERIOD.

3 38. All DOCUMENTS which IDENTIFY each PERSON from whom YOU received a rent  
4 payment for the SUBJECT PREMISES during the SUBJECT PERIOD.

5 39. All DOCUMENTS RELATING TO each agreement between YOU and DEFENDANT.

6 40. All DOCUMENTS which EVIDENCE a DANGEROUS CONDITION at the SUBJECT  
7 PREMISES during the SUBJECT PERIOD. (For purposes of this document demand "DANGEROUS  
8 CONDITION" means a condition of the property which exposes persons or other property to an  
9 unreasonable risk of harm when using the property or fixtures thereto with ORDINARY CARE. For  
10 purposes of this document demand the term "ORDINARY CARE" means that care which persons of  
11 ordinary prudence would use in order to avoid injury to themselves or others. For purposes of this  
12 document demand the terms "EVIDENCE" shall mean consisting of, addressing the subject matter of or  
13 summarizing, describing and/or referring to in any way.)

14 41. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco  
15 Residential Rent Stabilization and Arbitration Board during the SUBJECT PERIOD which REFER TO  
16 the SUBJECT PREMISES.

17 42. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco  
18 Residential Rent Stabilization and Arbitration Board during the SUBJECT PERIOD which REFER TO  
19 DEFENDANT.

20 43. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco  
21 Residential Rent Stabilization and Arbitration Board during the SUBJECT PERIOD which REFER TO  
22 any of YOUR rental properties.

23 44. All DOCUMENTS containing COMMUNICATIONS between YOU and James Severance  
24 during the SUBJECT PERIOD.

25 45. All DOCUMENTS containing COMMUNICATIONS between YOU and Reggie Snowden  
26 during the SUBJECT PERIOD.

27 46. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco  
28  
29

1 Police Department during the SUBJECT PERIOD.

2 47. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco  
3 Police Department RELATING TO DEFENDANT during the SUBJECT PERIOD.

4 48. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco  
5 Police Department RELATING TO DEFENDANT during the SUBJECT PERIOD.

6 49. All DOCUMENTS which YOU have received from the San Francisco Police Department  
7 which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

8 50. All DOCUMENTS which YOU have received from the San Francisco Police Department  
9 which REFER TO DEFENDANT during the SUBJECT PERIOD.

10 51. All DOCUMENTS which YOU have received from the San Francisco Police Department  
11 which RELATING TO the INCIDENT.

12 52. All DOCUMENTS which YOU have received from the San Francisco Water Department  
13 which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

14 53. All DOCUMENTS which YOU have received from the San Francisco Water Department  
15 which REFER TO DEFENDANT during the SUBJECT PERIOD.

16 54. All DOCUMENTS which YOU have received from the San Francisco Public Utilities  
17 Commission which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

18 55. All DOCUMENTS which YOU have received from the San Francisco Public Utilities  
19 Commission which REFER TO DEFENDANT during the SUBJECT PERIOD.

20 56. All DOCUMENTS which YOU have received from Pacific Gas & Electric Company which  
21 RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

22 57. All DOCUMENTS which YOU have received from Pacific Gas & Electric Company which  
23 REFER TO DEFENDANT during the SUBJECT PERIOD.

24 58. All COMMUNICATIONS between YOU and Pacific Gas & Electric Company which REFER  
25 TO DEFENDANT during the SUBJECT PERIOD.

26 59. All COMMUNICATIONS between YOU and Pacific Gas & Electric Company which  
27 RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

# Exhibit E

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO

LINDA STEINHOFF HOLMES,

Plaintiff,

v.

Case No.:  
CUD-19-666401

DANIEL FELDMAN,

Defendant.

---

REPORTER'S TRANSCRIPT OF PROCEEDINGS

RE NONAPPEARANCE OF

LINDA STEINHOFF HOLMES

July 13, 2020

9:49 a.m.

201 Mission Street, Suite 600

San Francisco, California

REPORTED BY:

Siew G. Ung

CSR No. 13994, RPR, CSR



1 APPEARANCES:

2  
3 For DANIEL FELDMAN

4 DANIEL FELDMAN  
5 8809 Denington Drive  
6 Louisville, Kentucky 40222  
307.699.3223  
danieljfeldmanphd@gmail.com

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INDEX TO EXHIBITS  
  
LINDA STEINHOFF HOLMES  
  
Holmes v. Feldman  
  
MONDAY, JULY 13, 2020  
  
Siew G. Ung, RPR, CSR No. 13994

MARKED	DESCRIPTION	PAGE
	(None marked.)	

1 SAN FRANCISCO, CALIFORNIA;

2 MONDAY, JULY 13, 2020, 9:49 A.M.

3 \*\*\*

4 MR. FELDMAN: It is now -- let the record show  
5 it's now 9:49 a.m. on Monday, July 13th. The plaintiff  
6 was e-served on July 1st and July 9th about this  
7 deposition. The e-service went to Daniel Cheung,  
8 C-H-E-U-N-G, and Daniel Bornstein, attorneys for  
9 Plaintiff Linda Steinhoff Holmes. Linda is -- it's now  
10 9:50 and Linda Steinhoff Holmes has not appeared for her  
11 deposition. I -- in addition to the deposition, the  
12 defendant was served discovery and has not responded  
13 whatsoever.

14 The -- in fact, the plaintiff and her  
15 attorneys have not responded to any communications from  
16 this defendant in pro per since the unlawful detainer  
17 was filed in December despite multiple requests for  
18 information, specifics about the case and particularly  
19 about the habitability of the apartment and the expenses  
20 I have had to incur due to my inability to live in my  
21 apartment.

22 Let it be known that it is my -- my opinion  
23 that the attorneys have suborned perjury from Linda  
24 Steinhoff Holmes who has made multiple ex-parte motions  
25 against me and are using the COVID stay order as a delay

1 tactic to delay this trial and to have me incur more  
2 expenses for not being able to live in my apartment.

3 I expect to file today a motion and order for  
4 the defendant -- or, I'm sorry -- for the plaintiff to  
5 respond to requests for interrogatories, admissions --  
6 documents that have not yet been received. Those were  
7 due on July the 8th.

8 I have not received any written objections to  
9 the defendant's [sic] deposition or their intent or  
10 non-intent to attend this deposition today. All of the  
11 discovery currently remains outstanding. I expect to  
12 move for an order compelling response and for monetary  
13 sanctions today with the court.

14 Their time to respond has expired and no  
15 response of any kind has been served. I have received  
16 no documents, and I expect to file a Motion to Compel to  
17 respond. Failure to timely respond waives all  
18 objections including privilege and work product. There  
19 is good cause that -- that the discovery sought be the  
20 defendant's --

21 THE REPORTER: The discovery what?

22 MR. FELDMAN: Oh, I'm sorry. Strike that if  
23 you can. I misspoke.

24 The information in the documents that I have  
25 requested and the tangible things that are sought would

1 tend to prove or disprove the issues raised in the  
2 plaintiff's First Amended Complaint and my answer and  
3 resolve potentially disputed matters, the underlying  
4 incident, the identity and location of potential  
5 witnesses and/or facilitate the settlement.

6           Discovery of the documents is also necessary  
7 for trial preparation and to prevent surprises at trial.  
8 Plaintiff has failed to respond to any admissions which  
9 permits the court to deem all such matters admitted.

10           Regardless of the reason or the excuse for the  
11 delay or failure to respond, it's mandatory that the  
12 court impose monetary sanctions under Chapter 7 of the  
13 party whose failure to serve a timely response to  
14 Request for Admission necessitated this motion.

15           The fee for today's deposition was set at  
16 \$1,500 including the court reporter's time -- which  
17 includes the court reporter's time. And we hereby  
18 adjourn today's meeting.

STATE OF CALIFORNIA  
)  
)  
)  
COUNTY OF MARIN  
)

I, Siew Ung, a Certified Shorthand Reporter, do

hereby certify:

That prior to being examined, the witness in the

foregoing proceedings was by me duly sworn to testify to  
the truth, the whole truth, and nothing but the truth;

That said proceedings were taken before me at the

time and place therein set forth and were taken down by  
me in shorthand and thereafter transcribed into

typewriting under my direction and supervision;

I further certify that I am neither counsel for,

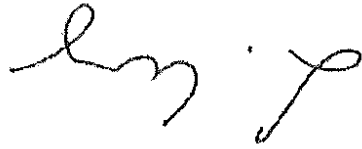
nor related to, any party to said proceedings, nor in

any way interested in the outcome thereof.

In witness whereof, I have hereunto subscribed my

name.

7/13/2020



Siew Ung

CSR No. 13994, RPR, CSR

<b>1</b>	<b>COVID</b> 4:25	<b>Holmes</b> 4:9,10,24	<b>opinion</b> 4:22
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<b>court</b> 5:13			<b>suborned</b> 4:23

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**T**

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tangible 5:25  
things 5:25  
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**U**

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**W**

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waives 5:17  
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**Confirmation #:** 23990659

Thank you for choosing One Legal. If you have any questions about this order, please email us at [support@onelegal.com](mailto:support@onelegal.com).

## CASE INFORMATION

<b>Court Name:</b>	San Francisco County, Superior Court of California
<b>Court Branch:</b>	Civil Center Courthouse
<b>Case #:</b>	CUD-19-666401

## ORDER DETAILS

<b>Order Type:</b>	eService
<b>Date/Time Submitted:</b>	7/9/2020 5:02 PM PT
<b>Contact Name:</b>	Daniel Feldman
<b>Attorney Name:</b>	none
<b>Email Notification:</b>	Contact

## DOCUMENTS

Document Type	Document Title	Pages Uploaded	Pages to Fax	Total Pages
Notice of Deposition	Notice of Change of Deposition Date CUD-19- 666401	2		

## eSERVICE RECIPIENTS

Name	Email
Daniel Bornstein	<a href="mailto:daniel@bornsteinandbornstein.com">daniel@bornsteinandbornstein.com</a>
Daniel Cheung	<a href="mailto:dcheung@bornstein.law">dcheung@bornstein.law</a>

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: Daniel J. Feldman, Ph.D. FIRM NAME: STREET ADDRESS: 8809 Denington Drive CITY: Louisville STATE: KY ZIP CODE: 40222 TELEPHONE NO.: (307) 699-3223 FAX NO.: E-MAIL ADDRESS: danieljfeldmanphd@gmail.com ATTORNEY FOR (name): in pro per	FOR COURT USE ONLY          CASE NUMBER: CUD-19-666401  JUDICIAL OFFICER:   DEPARTMENT:
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO</b> STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse Department 501	
PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF DEFENDANT/RESPONDENT: FELDMAN, DANIEL	
<b>PROOF OF ELECTRONIC SERVICE</b>	

1. I am at least 18 years old.
- a. My residence or business address is (*specify*):  
8809 Denington Drive  
Louisville, KY 40222
- b. My electronic service address is (*specify*):  
danieljfeldmanphd@gmail.com
2. I electronically served the following documents (*exact titles*):  
Interrogatories - Form General, Set One; Interrogatories - Form - General - Set One; Request for Admission, Set One; Request for Documents, Set One; Notice of Deposition of Linda Steinhoff Holmes and Demand for Documents

☐ The documents served are listed in an attachment. (*Form POS-050(D)/EFS-050(D) may be used for this purpose.*)

3. I electronically served the documents listed in 2 as follows:

- a. Name of person served: Daniel Cheung

On behalf of (*name or names of parties represented, if person served is an attorney*):  
Linda Steinhoff Holmes

- b. Electronic service address of person served :  
dcheung@bornstein.law

- c. On (*date*): 1 July 2020

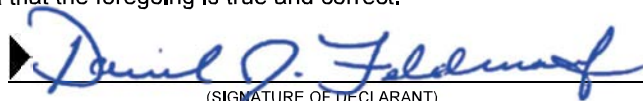
☐ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.  
(*Form POS-050(P)/EFS-050(P) may be used for this purpose.*)

Date: 13 July 2020

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

Daniel J. Feldman, Ph.D.

(TYPE OR PRINT NAME OF DECLARANT)

  
(SIGNATURE OF DECLARANT)



**Confirmation #:** 23964538

Thank you for choosing One Legal. If you have any questions about this order, please email us at [support@onelegal.com](mailto:support@onelegal.com).

## CASE INFORMATION

<b>Court Name:</b>	San Francisco County, Superior Court of California
<b>Court Branch:</b>	Civil Center Courthouse
<b>Case #:</b>	CUD-19-666401

## ORDER DETAILS

<b>Order Type:</b>	eService
<b>Date/Time Submitted:</b>	7/1/2020 4:48 PM PT
<b>Contact Name:</b>	Daniel Feldman
<b>Attorney Name:</b>	none
<b>Email Notification:</b>	Contact

## DOCUMENTS

Document Type	Document Title	Pages Uploaded	Pages to Fax	Total Pages
Interrogatories	Interrogatories - Form General, Set One	8		
Interrogatories	Interrogatories - Form - General - Set One	7		
Request	Request for Admission, Set One	31		
Request	Request for Documents, Set One	7		
Notice	Notice of Deposition of Linda Steinhoff Holmes and Demand for Documents	8		

## eSERVICE RECIPIENTS

Name	Email
Daniel Cheung	<a href="mailto:dcheung@bornstein.law">dcheung@bornstein.law</a>
Feldman, Daniel	<a href="mailto:danieljfeldmanphd@gmail.com">danieljfeldmanphd@gmail.com</a>

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: Daniel J. Feldman, Ph.D. FIRM NAME: STREET ADDRESS: 8809 Denington Drive CITY: Louisville STATE: KY ZIP CODE: 40222 TELEPHONE NO.: (307) 699-3223 FAX NO.: E-MAIL ADDRESS: danieljfeldmanphd@gmail.com ATTORNEY FOR (name): in pro per	FOR COURT USE ONLY          CASE NUMBER: CUD-19-666401  JUDICIAL OFFICER:   DEPARTMENT:
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO</b> STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse Department 501	
PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF DEFENDANT/RESPONDENT: FELDMAN, DANIEL	
<div style="text-align: center;"><b>PROOF OF ELECTRONIC SERVICE</b></div>	

1. I am at least 18 years old.

- a. My residence or business address is (*specify*):  
 8809 Denington Drive  
 Louisville, KY 40222
- b. My electronic service address is (*specify*):  
 danieljfeldmanphd@gmail.com

2. I electronically served the following documents (*exact titles*):  
 Notice of Change of Deposition Date CUD-19-666401

☐ The documents served are listed in an attachment. (*Form POS-050(D)/EFS-050(D) may be used for this purpose.*)

3. I electronically served the documents listed in 2 as follows:

- a. Name of person served: Daniel Cheung  
 On behalf of (*name or names of parties represented, if person served is an attorney*):  
 Linda Steinhoff Holmes
- b. Electronic service address of person served :  
 dcheung@bornstein.law
- c. On (*date*): 9 July 2020

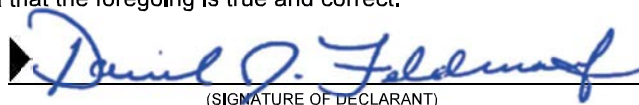
☐ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.  
 (*Form POS-050(P)/EFS-050(P) may be used for this purpose.*)

Date: 13 July 2020

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

Daniel J. Feldman, Ph.D.

(TYPE OR PRINT NAME OF DECLARANT)

  
 (SIGNATURE OF DECLARANT)

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: Daniel J. Feldman, Ph.D. FIRM NAME: STREET ADDRESS: 8809 Denington Drive CITY: Louisville STATE: KY ZIP CODE: 40222 TELEPHONE NO.: (307) 699-3223 FAX NO.: E-MAIL ADDRESS: danieljfeldmanphd@gmail.com ATTORNEY FOR (name): in pro per	FOR COURT USE ONLY          CASE NUMBER: CUD-19-666401  JUDICIAL OFFICER:   DEPARTMENT:
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO</b> STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse Department 501	
PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF DEFENDANT/RESPONDENT: FELDMAN, DANIEL	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%; text-align: center;"> <b>PROOF OF ELECTRONIC SERVICE</b> </div> <div style="width: 35%;"></div> </div>	

1. I am at least 18 years old.

- a. My residence or business address is (*specify*):  
 8809 Denington Drive  
 Louisville, KY 40222
- b. My electronic service address is (*specify*):  
 danieljfeldmanphd@gmail.com

2. I electronically served the following documents (*exact titles*):  
 Notice of Change of Deposition Date CUD-19-666401

☐ The documents served are listed in an attachment. (*Form POS-050(D)/EFS-050(D) may be used for this purpose.*)

3. I electronically served the documents listed in 2 as follows:

- a. Name of person served: Daniel Bornstein  
 On behalf of (*name or names of parties represented, if person served is an attorney*):  
 Linda Steinhoff Holmes
- b. Electronic service address of person served :  
 daniel@bornsteinandbornstein.com
- c. On (*date*): 9 July 2020

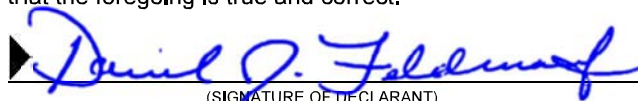
☐ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.  
 (*Form POS-050(P)/EFS-050(P) may be used for this purpose.*)

Date: 13 July 2020

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

Daniel J. Feldman, Ph.D.

(TYPE OR PRINT NAME OF DECLARANT)

  
 (SIGNATURE OF DECLARANT)

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: Daniel J. Feldman, Ph.D. FIRM NAME: STREET ADDRESS: 8809 Denington Drive CITY: Louisville STATE: KY ZIP CODE: 40222 TELEPHONE NO.: (307) 699-3223 FAX NO.: E-MAIL ADDRESS: danieljfeldmanphd@gmail.com ATTORNEY FOR (name): in pro per	FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Francisco  <b>07/14/2020</b> <b>Clerk of the Court</b> BY: ERNALYN BURA Deputy Clerk	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO</b> STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse Department 501		CASE NUMBER: CUD-19-666401
PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF DEFENDANT/RESPONDENT: FELDMAN, DANIEL		JUDICIAL OFFICER:
<b>PROOF OF ELECTRONIC SERVICE</b>	DEPARTMENT:	

1. I am at least 18 years old.

- a. My residence or business address is (*specify*):  
 8809 Denington Drive  
 Louisville, KY 40222
- b. My electronic service address is (*specify*):  
 danieljfeldmanphd@gmail.com

2. I electronically served the following documents (*exact titles*):

MOTION FOR ORDER COMPELLING PLAINTIFF TO RESPOND TO DISCOVERY MTC.Form.ROGS.POD.FELDMAN  
 CUD-19-666401

☐ The documents served are listed in an attachment. (*Form POS-050(D)/EFS-050(D) may be used for this purpose.*)

3. I electronically served the documents listed in 2 as follows:

- a. Name of person served: Daniel Cheung  
 On behalf of (*name or names of parties represented, if person served is an attorney*):  
 Linda Steinhoff Holmes
- b. Electronic service address of person served :  
 dcheung@bornstein.law
- c. On (*date*): 14 July 2020


☐ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.  
 (*Form POS-050(P)/EFS-050(P) may be used for this purpose.*)

Date: 14 July 2020

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

Daniel J. Feldman, Ph.D.

(TYPE OR PRINT NAME OF DECLARANT)

  
 (SIGNATURE OF DECLARANT)

**NOV #201620721 (195 DAYS; 165 DAYS IN VIOLATION)**

Date opened: **2016 Jun 01**

Date closed: **2016 Dec 12**

Status: Abated

Inspector(s): LUTON

Complaint 1: Additional damaged inoperable windows not noted in NOV #201605511

Complaint 2: Unapproved P-trap in kitchen sink

Complaint 3: Water leak and damage in kitchen and bathroom sinks

Re-inspection 1: 2016 Jul 5 (Owner No-Show)

Attendees: LUTON; **OWNER NO-SHOW**

Re-inspection 2: 2016 Aug 4 (Complaint 1 50% completed; complaints 2-3 completed)

Attendees: LUTON; FELDMAN; **OWNER NOT REPRESENTED**

Re-inspection 3: 2016 Aug 24 (No change)

Attendees: LUTON; FELDMAN; **OWNER NOT REPRESENTED**

Re-inspection 4: 2016 Sep 20 (Owner no-show)

Attendees: LUTON; **OWNER NO-SHOW**

Re-inspection 5: 2016 Dec 12 (All completed)

Attendees: LUTON; FELDMAN; **OWNER NOT REPRESENTED**



**NOV #201620741 (372 DAYS; 342 DAYS IN VIOLATION)**

Date opened: **2016 Jun 02**

Date closed: **2017 Jun 08**

Status: **Improperly abated by Dang; improperly reinstated as new NOV #201786171**

Inspector(s): **LUTON; DANG; HERRING; DAVISON; KARCS**

Complaint: **Egress obstruction; damaged drain covers; water damage in garage ceiling; lead paint removal from west and rear sides of the building**

Complaint 1: **Remove garbage and recycling bins from exit corridor**

Complaint 2: **Replace damaged drain covers**

Complaint 3: **Repair damaged garage ceiling from water leak**

Complaint 4: **Remove peeling lead paint from west and rear sides of building**

Re-inspection 1: **2016 Jul 5 (Owner no-show)**

Attendees: **LUTON; OWNER NO-SHOW**

Re-inspection 2: **2016 Aug 4 (Completed #1-3; no work on complaint #4)**

Attendees: **LUTON; FELDMAN; OWNER NOT REPRESENTED**

Re-inspection 3: **2016 Aug 9 (No change)**

Attendees: **LUTON; FELDMAN; OWNER NOT REPRESENTED**

Re-inspection 4: **2016 Aug 24 (No change)**

Attendees: **LUTON; FELDMAN; OWNER NOT REPRESENTED**

Re-inspection 5: **2016 Sep 20 (Owner no-show)**

Attendees: **LUTON; OWNER NO-SHOW**

Re-inspection 6: **2016 Dec 12 (Completed #1-3; #4 completed for north side of building only; no work done in light well)**

Attendees: **LUTON; FELDMAN; OWNER NOT REPRESENTED**

Re-inspection 7: **2017 Feb 1 (Owner no-show)**

Attendees: **LUTON; OWNER NO-SHOW**

Re-inspection 8: **2017 Apr 11 (Complaint #4 still not completed; Directors Hearing requested 4/17)**

Attendees: **DANG; FELDMAN; OWNER NOT REPRESENTED**

Owner request: **2017 May 3 (Request to Sr. Inspector Karcs for 30 day continuance)**

Directors Hearing 1: **2017 May 5 (Notice of Directors Hearing not distributed or in complaint tracking system; case given 30 day continuance despite 2 previous Directors Hearings for #201605511 being already continued for over 6 months)**

Attendees: **DAVISON; OWNER NOT REPRESENTED; FELDMAN NOT NOTIFIED**

**NOTE:** **2017 May 24 (NOELKE as Owner's Agent was recorded by properly noted surveillance on porch at premise meeting with 2 DBI inspectors and using his influence to persuade the immediate abatement of this NOV despite work obviously not completed; the unidentified Senior Inspector commented that the work to complete this NOV would be cost and time prohibitive before any scheduled Directors Hearings, and after some moments of silence, restated his position and told NOELKE to assure his client that the NOV would be abated and she would have to suffer no liens, fines or fees. NOELKE thanked the Senior Inspector and asked if the Senior Inspector needed to make another inspection, at which point the Senior Inspector assured him that the NOV would be abated and a reinspection would not be necessary)**

Directors Hearing 2: **2017 Jun 2; LUTON posts notice for Director Hearing, seemingly unaware that NOELKE was in the process of having the NOV improperly abated. LUTON was removed from all NOV's on the property from this point forward**

Re-inspection 9: **2017 Jun 8 (All violations noted to be corrected and completed despite no work commencing on lead paint removal for over a year since the initial complaint.)**

Attendees: **DANG; NOELKE; FELDMAN NOT INFORMED OR INVITED TO THIS**

**INSPECTION**



**Electrical permit #201608038730 (91 DAYS)**

Date opened: 2016 Aug 3  
Date closed: 2016 Nov 1  
Purpose: INSTALL (1) ADDITIONAL METER  
Inspector: BAIN  
Re-Inspection: 2016 Nov 1  
Attendees: BAIN; ALSBURY; L HOLMES

**NOV #201631041 (373 DAYS; 343 DAYS IN VIOLATION)**

Date opened: 2016 Aug 09  
Date closed: 2017 Aug 16  
Status: Order of Abatement  
Inspector(s): LUTON; DANG; HERRING; LOPEZ  
Complaint: No heat following no response from L. HOLMES after 4 days; repair/replace inoperable wall heater; life safety hazard noted; line was disconnected/capped by PG&E due to unsafe/hazardous condition  
Inspection Date: 2016 Aug 9  
Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED  
Re-inspection 1: 2016 Aug 24 (Permit needs to be finalized to begin work)  
Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED  
Re-inspection 2: 2016 Sep 20 (Owner no-show)  
Attendees: LUTON; OWNER NO-SHOW  
Re-inspection 3: 2016 Dec 12 (No change)  
Attendees: LUTON; FELDMAN; OWNER NOT REPRESENTED  
Re-inspection 4: 2017 Feb 1 (Owner no-show)  
Attendees: LUTON; OWNER NO-SHOW  
Re-inspection 5: 2017 Apr 11 (No change)  
Attendees: DANG; FELDMAN; OWNER NOT REPRESENTED  
Directors Hearing: 2017 May 11 Notice sent to FELDMAN and posted on the building included the wrong date. Directors Hearing occurred on the following day  
Attendees: FELDMAN; OWNER NOT REPRESENTED  
Directors Hearing: 2017 May 12 (21 day advisement & 7 day OA were issued despite 3 previous Directors Hearings being already continued within the previous 6 months, and despite this NOV being 8 months in violation)  
Attendees: LOPEZ; NOELKE; FELDMAN NOT ADVISED OF THE APPROPRIATE DATE  
Order of Abatement: 2017 Jun 8 (Plumbing permit finalized on 6/19/17)  
Re-inspection 6: 2017 Jun 22 (All violations corrected)  
Attendees: DANG; FELDMAN; L. HOLMES; C. HOLMES  
Final Bill Receipt: 2017 Aug 16 #HIS 10888

**Plumbing permit #20160815056-3312994 (309 DAYS)**

Date opened: 2016 Aug 15  
Date closed: 2017 Jun 19  
Purpose: CHANGE OUT OF WALL HEATER  
Inspector(s): DAVANTES; AMABLE  
Re-Inspection 1: 2017 Feb 3 - FURTHER CORRECTION REQUESTED  
Attendees: DAVANTES; SANDOVAL; FELDMAN; OWNER NOT REPRESENTED  
Re-Inspection 2: 2017 May 17 - FURTHER CORRECTION REQUESTED  
Attendees: DAVANTES; SANDOVAL; FELDMAN; OWNER NOT REPRESENTED  
Re-Inspection 3: 2017 Jun 7 - FURTHER CORRECTION REQUESTED  
Attendees: AMABLE; SANDOVAL; FELDMAN; OWNER NOT REPRESENTED  
Re-Inspection 4: 2017 Jun 19  
Attendees: DAVANTES; SANDOVAL; FELDMAN; OWNER NOT REPRESENTED

**NOV #201773541 (36 DAYS; 6 DAYS IN VIOLATION)**

Date opened: 2017 Apr 11  
Date closed: 2017 May 16  
Status: Abated  
Inspector(s): DANG  
Complaint: Windows will not open in kitchen and bathroom; had been painted shut  
Re-inspection: 2017 May 16 (All items corrected)  
Attendees: DANG; FELDMAN; OWNER NOT REPRESENTED

**NOV #201786171 (114 DAYS; 84 DAYS IN VIOLATION)**

Date opened: 2017 Jun 14  
Date closed: 2017 Oct 05  
Status: Abated  
Inspector(s): DANG  
Complaint: Chipping lead paint on lightwell (This complaint is a continuance of NOV #201620741 that was improperly abated following a conversation between NOELKE and 2 Inspectors on May 24, 2017. As an outstanding violation for 15 months, this would have been considered for an immediate Order of Abatement had it not been written up as a new NOV.)  
Inspection Date: 2017 Jun 21  
Attendees: DANG; FELDMAN  
Re-inspection 1: 2017 Jul 26 (All violations outstanding; DANG spoke with NOELKE and CAMPOS about this violation after which NOELKE resigned as L. HOLMES representative.)  
Attendees: DANG; FELDMAN; OWNER NOT REPRESENTED IN PERSON  
Re-inspection 2: 2017 Aug 30 (All violations outstanding. CAMPOS projected 2 weeks to completion)  
Attendees: DANG; FELDMAN; CAMPOS  
Re-inspection 3: 2017 Oct 5 (All violations completed/corrected)  
Attendees: DANG; FELDMAN; CAMPOS

**NOV #201716942 (12 DAYS)**

Date opened: 2017 Nov 03  
Date closed: 2017 Nov 14  
Status: Case abated when FELDMAN voicemail box was full  
Inspector(s): DANG  
Complaint: Light out at porch; water on back of house not properly draining

**NOV #201720933 (50 DAYS; 20 DAYS IN VIOLATION)**

Date opened: 2017 Nov 21  
Date closed: 2018 Jan 09  
Status: Abated  
Inspector(s): DANG  
Complaint: Exit path light did not work, and motion detector was inoperable; standing water at back drains was noted by FELDMAN but not included  
Inspection: 2017 Nov 21  
Attendees: DANG; FELDMAN  
Re-inspection: 2018 Jan 9 (All violations were noted as corrected and completed, despite repeated complaints that the front porch light was not illuminated at night, as described above in the narrative.)  
Attendees: DANG; FELDMAN

**NOV #201724392 (5 DAYS)**

Date opened: 2017 Dec 08  
Date closed: 2017 Dec 12  
Status: Abated despite BAIN assigning electrical permit 2 weeks later (see below) to correct changes that were made without a permit; see narrative for full description, including BAIN'S refusal to review PG&E video documentation of electrical work added without a permit; further documentation from licensed electrician at BAY AREA ELECTRIC; reports from those sources; my eye witness account of L. HOLMES and C. HOLMES doing work without a permit on my fuse box; police reports from the SFPD for electrical work done without a permit; and affidavits from guests who were present during multiple power outages while someone was adding lines to my fuse box.  
Inspector(s): BAIN  
Complaint: Electrical work done without a permit; SFPD requested specifically that a DBI inspector confirm the energy theft documented from other sources listed above.  
Inspection Date: 2017 Dec 12 (BAIN refused to discuss reasons for not performing a complete inspection)  
Attendees: BAIN; FELDMAN

**NOV #201726651 (3 DAYS)**

Date opened: 2017 Dec 19  
Date closed: 2017 Dec 21  
Status: Wrongfully abated as Inspector never contacted FELDMAN to view the new construction  
Inspector(s): DUFFY  
Complaint: Construction without a permit: L HOLMES commissioned CAMPOS to build a door frame and a locked door from the serviceway to the garage on the ground on the outside on left side of the house. This included areas for which it was known that I was paying for the electrical utilities.

**Electrical permit #DBI electric-201720933 (34 DAYS)**

Date opened: 2017 Dec 20  
Date closed: 2018 Jan 22  
Purpose: COMPLY WITH COMPLAINT #201720933  
Inspector: BAIN  
Re-Inspection: 2018 Jan 22  
Attendees: BAIN; MARTINEZ; L HOLMES



**NOV #201830551 (50 DAYS; 20 DAYS IN VIOLATION)**

Date opened: 2018 Jan 09  
Date closed: 2018 Feb 27  
Status: Abated  
Inspector(s): DANG  
Complaint: Dressing room light not working; also reported that my fuse box had been wired to include the front porch light, as well as the front rooms of the 2 apartments above me. DANG refused to include those violations, despite BAIN issuing an electrical permit to correct.  
Re-inspection: 2018 Feb 27 (All violations completed and corrected)  
Attendees: DANG; FELDMAN; CAMPOS

**NOV #201893661 (5 DAYS)**

Date opened: 2018 Sep 21  
Date closed: 2018 Sep 25  
Status: Closed  
Inspector(s): DANG  
Complaint: Mold and mildew due to water leak from the 2nd floor apartment through the pantry ceiling  
Inspection Date: 2018 Sep 25 (Shelving units in the pantry obstructed the view of the water leak source, DANG could not open case without clear viewing the source.)

**NOV #201894761 (49 DAYS; 19 DAYS IN VIOLATION)**

Date opened: 2018 Sep 27  
Date closed: 2018 Nov 14  
Status: Wrongly abated following unlawful entry as described in the above letter; still awaiting proper inspection  
Inspector(s): DANG  
Complaint: Mold and mildew due to water leak from the 2nd floor apartment through the pantry ceiling; remove moldy wall and dry the framing; remove mold and mildew  
Inspection Date: 2018 Oct 2  
Re-inspection 1: 2018 Nov 7 (All violations outstanding; Owner no-show)  
Attendees: DANG; OWNER NO-SHOW  
Re-inspection 2: 2018 Nov 14 (All violations classified as completed and corrected despite DANG not having access to the apartment. DANG indicates in her notes that proper notice was left, although signage posted by me on the doors indicated otherwise, and I had verified the unlawfulness of any entry with the city 311, the Tenants Union, Department of Building Inspection, and the Rent Board before DANG forcibly broke through a barricade to partially enter my home, and not enough to complete any type of inspection of the premises. See narrative in the above letter for more detail.)  
Attendees: NONE; ACCESS TO PREMISES WAS NOT GRANTED IN ACCORDANCE WITH THE LAW