Daniel Joseph Feldman
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Louisville, KY 40222
Telephone: (307) 699-3223

In pro. per.

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
07/15/2020
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

LIMITED JURISDICTION

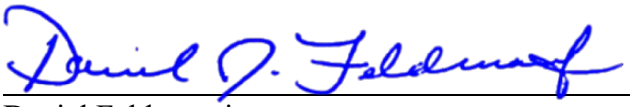
Linda Steinhoff Holmes, Plaintiff, v. Daniel Feldman, et al., Defendants.	Case Number: CUD-19-666401 DEFENDANT FELDMANN'S NOTICE OF AND MOTION FOR ORDER COMPELLING PLAINTIFF TO RESPOND TO FORM INTERROGATORIES, DOCUMENT DEMAND AND DEEM MATTERS ADMITTED, AND IMPOSING MONETARY SANCTIONS; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION OF DEFENDANT IN SUPPORT THEREOF. Date: July 22, 2020 Time: 9:30 a.m. Location: Department 501

TO PLAINTIFF LINDA STEINHOFF HOLMES, ALL OTHER PARTIES HERETO AND TO THEIR ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT at 9:30 a.m. on July 22, 2020, or as soon thereafter as the matter can be heard, in Dept. 501, of this court, located at 400 McAllister Street, San Francisco, California, defendant Daniel Feldman, will move this court pursuant to CCP §§ 2023.010, et seq., 2030.030, 2030.290, 2030.300, 2025.220, 2033.290, 2025.440, 2033.290, 2031.310 and 2031.320 and 2025.450 for the following orders: **(1)** an order pursuant to CCP Sections 2023.010, et sq. and 2030.290, compelling plaintiff Linda Steinhoff Holmes to provide responses to defendant's, Form Interrogatories –

Unlawful Detainer, Set One, and that all objections thereto, including those based upon privilege and work product, are waived due to plaintiff's failure to object thereto; **(2)** an order pursuant to CCP Sections 2023.010, et sq. and 2030.290, compelling plaintiff Linda Steinhoff Holmes to provide responses to defendant's Form Interrogatories –General, Set One, and that all objections thereto, including those based upon privilege and work product, are waived due to defendant's failure to object thereto; **(3)** an order pursuant to CCP Section 2033.280, that the truth of each matter specified in Requests for Admission, Set One, propounded by defendant to plaintiff Linda Steinhoff Holmes, be deemed admitted and conclusively established for all purposes in this action; **(4)** an order pursuant to CCP Sections 2023.010, et sq. and 2031.300, compelling plaintiff Linda Steinhoff Holmes to provide responses to plaintiff's Document Demand, Set One, and produce the documents demanded therein and that all objections thereto, including those based upon privilege and work product, are waived due to defendant's failure to object thereto; AND ALSO FOR AN ORDER THAT, pursuant to CCP §§ 2023.010, et sq., 2030.290, 2020.030, 2025.0101, et sq., 2025.220, 2024.440, 2025.450, 2025.480, and 2031.300, 2033.280, that plaintiff Linda Steinhoff Holmes pay a monetary sanction to said moving party in the sum of not less than $2,250.00, for the reasonable expenses and fees incurred by the moving party in connection with this proceeding and plaintiff Linda Steinhoff Holmes failure to comply with said discovery requests. Said motion will be made on the grounds that plaintiff Linda Steinhoff Holmes failed to provide responses, good cause exists for discovery of each of the items sought to be discovered, and plaintiff failure to comply therewith is without substantial justification. Good cause exists for production of each category of documents sought in the demand for documents. The motion is based on this notice, the points and authorities set forth below, the attached declaration of defendant Daniel Feldman and the complete files and records in this action.

Dated: July 13, 2020



Daniel Feldman, in pro. per.

MEMORANDUM OF POINTS AND AUTHORITIES

Plaintiff was served with defendant's discovery and has not responded whatsoever. The motion and order must be granted.

The present action is a residential unlawful detainer action based upon defendant's purported nuisance conduct from "May, 2013 - Present." (Plaintiff's complaint.) The subject premises is located at 884 14th Street, San Francisco, California.

On February 20, 2020, plaintiff filed the first amended complaint.

On May 29, 2020, defendant filed defendant's Answer to First Amended Complaint. Defendant generally denied all the allegations in plaintiff's amended complaint and asserted numerous affirmative defenses.

On July 1, 2020, defendant served plaintiff with the following discovery: Form Interrogatories – Unlawful Detainer, Set One (Exhibit A); Form Interrogatories – General, Set One (Exhibit B); Requests for Admission, Set One, (Exhibit C) and Document Demand, Set One (Exhibit D). Defendant's discovery was served on plaintiff via email pursuant to e-service under the court rules. (Exhibit F).

Plaintiff's responses to said written discovery was due by July 8, 2020.

Plaintiff did not serve any written objections to defendant's written discovery.

All the discovery remains outstanding.

Interrogatories: If a party to whom interrogatories were directed fails to serve a timely response, the propounding party may move for an order compelling response and for a monetary sanction. CCP § 2030.290. All that need be shown in the moving papers is that a set of interrogatories was properly served on the opposing party, that the time to respond has expired, and that no response of any kind has been served. *Leach v. Sup.Ct.* (1980) 111 CA3d 902, 905-906. Plaintiff did not respond.

Documents: Where, as is here, no response at all has been made, the motion is to compel a response. CCP § 2031.300. Failure to timely respond waives all objections, including privilege and work product. CCP § 2031.300(a). There is good cause exist justify the discovery sought by defendant's inspection demands. CCP § 2031.310. The information in the documents and tangible things sought would tend to prove or disprove the issues raised in plaintiff's first amended complaint and defendant's answer,

resolve potentially disputed matters, the underlying incident, the identity and location of potential witnesses and/or facilitate settlement. Discovery of said documents and/or tangible things is also necessary for trial preparation, to and to prevent surprise at trial.

Admissions: Plaintiff failed to respond to the subject requests for admission which permits the court to deem all such matters admitted. "The law governing the consequences for failing to respond to requests for admission may be the most unforgiving in civil procedure. There is no relief under section 473. *Demyer v. Costs Mesa Mobile Home Estates* (1995) 36 CA4th 393. The statute states "the court shall make this order" unless proposed responses "in substantial compliance" with CCP § 2033.100 are filed before the hearing. *Demyer at* 395-396. Regardless of the reason or excuse for the delay or failure to respond, it "is mandatory that the court impose a monetary sanction under Chapter 7 (commencing with Section 2033.010) on the party whose failure to serve a timely response to requests for admission necessitated this motion." CCP § 2033.280(c); *Appleton v. Sup.Ct. (Cook)* (1988) 206 CA3d 632, 634.

For the forgoing reasons, this Court should issue the orders requested.

Dated: July 13, 2020

Daniel Feldman, in pro. per.

DECLARATION

I, Daniel Joseph Feldman, declare as follows:

1. I over the age of 18 years and am defendant in pro. per. in this action. I have personal knowledge of each of the facts stated herein.

2. On July 1, 2020, I caused there to be served on plaintiff Linda Steinhoff Holmes following discovery items: Form Interrogatories – Unlawful Detainer, Set One; Form Interrogatories – General, Set One; Requests for Admission, Set One; and Document Demand, Set One;

3. Service of said discovery upon said party was made in the following manner: e-service pursuant to the court rules. A copy of e-service is attached.

5. The responses were due on or before July 8, 2020. No responses have been received.

6. Good cause exists to justify the discovery sought. The information in the documents requested would tend to prove or disprove the issues raised in plaintiff's first amended complaint and my answer, resolve potentially disputed matters, the underlying incident, the identity and location of potential witnesses and/or defendant's potential defenses and facilitate settlement. The documents, are also needed for trial preparation, to and to prevent surprise at trial. They would also potentially narrow the issues between the parties, which would reduce the time and costs of additional discovery or the length of the trial and increase the potential for settlement, I would be better able to argue the case before the jury and create exhibits for trial and adequately oppose pre-trial, trial and/or post-trial motions.

7. As a result of plaintiff's refusal to comply with my requested discovery, I has incurred and will incur reasonable costs and fees in connection with this motion and the hearing thereon totaling not less than $2,175.00. In addition, the costs incurred by defendant to prepare, serve and file this motion was not less than $95.00.

8. A true and correct copy of the Form Interrogatories – Unlawful Detainer, Set One, is attached hereto as Exhibit A.

9. A true and correct copy of the Form Interrogatories – General, Set One, is attached hereto as Exhibit B.

10. A true and correct copy of the Requests for Admission, Set One, is attached hereto as Exhibit C.

11. A true and correct copy of the Document Demand, Set One, is attached hereto as Exhibit D.

12. A transcript of the nonappearance of Linda Steinhoff Holmes at requested deposition on 13 July attached hereto as Exhibit E.

13. A true and correct copy of the eservice confirmation attached to Exhibit E.

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

Dated: July 13, 2020

Daniel Feldman, in pro. per.

Exhibit A

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:
Daniel Joseph Feldman
Daniel Joseph Feldman
8809 Danington Drive
Louisville, KY 40222
(307) 699-3223
ATTORNEY FOR *(Name)*: Daniel Feldman, in pro. per.

UNLAWFUL DETAINER ASSISTANT
(Check one box): An unlawful detainer assistant ☐ did ☒ did not for compensation give advice or assistance with this form. *(If one did, state the following)*:
ASSISTANT'S NAME:
ADDRESS:
TEL. NO.:
COUNTY OF REGISTRATION:
REGISTRATION NO.:
EXPIRES *(DATE)*:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF: San Francisco
400 McAllister Street
San Francisco, CA 94102

SHORT TITLE:
Steinhoff Holmes v. Feldman

FORM INTERROGATORIES - UNLAWFUL DETAINER
Asking Party: Daniel Feldman
Answering Party: Linda Steinhoff Holmes
Set No.: One

CASE NUMBER:
CUD-19-666401

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

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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).

☒ 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.

☒ 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.

☒ 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.]*

☒ 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.

☒ 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**.

☒ 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.**

☒ 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**.

☒ 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).]

☒ 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.

☒ 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**.

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☒ 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;

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(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;

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(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:
(a) state the facts supporting this allegation;
(b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of these facts;
(c) 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:
(a) state the facts;
(b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
(c) 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:
(a) state all facts supporting **PLAINTIFF'S** decision to terminate or not renew 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 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:
(a) the substance of the agreement;
(b) when it was made;
(c) whether it was written or oral;
(d) by whom and to whom;
(e) the name and **ADDRESS** of each person who knows about it;
(f) whether all promised repairs, alterations, or improvements were completed or services provided;
(g) the reasons for any failure to perform;
(h) 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) a description of each act;
(b) the date of each act;
(c) the name, **ADDRESS**, and telephone number of each **PERSON** who acted;
(d) the name, **ADDRESS**, and telephone number of each **PERSON** who witnessed each act and any **DOCUMENTS** evidencing the person's knowledge;
(e) 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:
(a) the amount;
(b) the date;
(c) purpose of offer;
(d) the manner of the offer;
(e) the identity of the person making the offer;
(f) the identity of the person refusing the offer;
(g) the date of the refusal;
(h) 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:
(a) the nature of the condition;
(b) the location;
(c) the date the condition was discovered by defendant;
(d) the date the condition was first known by **LANDLORD** or **PLAINTIFF**;

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(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 Courthouse

SHORT TITLE OF CASE:
Steinhoff Holmes v. Feldman

FORM INTERROGATORIES-GENERAL

Asking Party: Daniel Feldman

Answering Party: Linda Steinhof Holmes

Set No.: One

CASE NUMBER:
CUD-19-666401

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 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.

Form Approved for Optional Use
Judicial Council of California
DISC-001 [Rev. January 1, 2008]
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Code of Civil Procedure,
§§ 2030.010-2030.410, 2033.710
www.courtinfo.ca.gov

☐ (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
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6.0 Physical, Mental, or Emotional Injuries
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19.0 *[Reserved]*
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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:
(a) the name, **ADDRESS**, and telephone number of that **PERSON**; and
(b) 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:
(a) the name, **ADDRESS**, and telephone number;
(b) the nature of the disability or condition; and
(c) 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:
(a) the name, **ADDRESS**, and telephone number;
(b) the nature or description of each substance;
(c) the quantity of each substance used or taken;
(d) the date and time of day when each substance was used or taken;
(e) the **ADDRESS** where each substance was used or taken;
(f) the name, **ADDRESS**, and telephone number of each person who was present when each substance was used or taken; and
(g) 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:
(a) the name stated in the current articles of incorporation;
(b) all other names used by the corporation during the past 10 years and the dates each was used;
(c) the date and place of incorporation;
(d) the **ADDRESS** of the principal place of business; and
(e) whether you are qualified to do business in California.

☐ 3.2 Are you a partnership? If so, state:
(a) the current partnership name;
(b) all other names used by the partnership during the past 10 years and the dates each was used;
(c) whether you are a limited partnership and, if so, under the laws of what jurisdiction;
(d) the name and **ADDRESS** of each general partner; and
(e) the **ADDRESS** of the principal place of business.

☐ 3.3 Are you a limited liability company? If so, state:
(a) the name stated in the current articles of organization;
(b) all other names used by the company during the past 10 years and the date each was used;
(c) the date and place of filing of the articles of organization;
(d) the **ADDRESS** of the principal place of business; and
(e) whether you are qualified to do business in California.

☐ 3.4 Are you a joint venture? If so, state:
(a) the current joint venture name;
(b) all other names used by the joint venture during the past 10 years and the dates each was used;
(c) the name and **ADDRESS** of each joint venture; and
(d) the **ADDRESS** of the principal place of business.

☐ 3.5 Are you an unincorporated association? If so, state:
(a) the current unincorporated association name;
(b) all other names used by the unincorporated association during the past 10 years and the dates each was used; and
(c) 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:
(a) the name;
(b) the dates each was used;
(c) the state and county of each fictitious name filing; and
(d) 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:
(a) identify the license or registration;
(b) state the name of the public entity; and
(c) 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:
(a) the kind of coverage;
(b) the name and **ADDRESS** of the insurance company;
(c) the name, **ADDRESS**, and telephone number of each named insured;
(d) the policy number;
(e) the limits of coverage for each type of coverage contained in the policy;
(f) whether any reservation of rights or controversy or coverage dispute exists between you and the insurance company; and
(g) 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.

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☐ 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.

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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.

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☒ 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:
(a) identify it;
(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.

☐ 16.4 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:
(a) identify each service;
(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.

☐ 16.5 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:
(a) identify each cost;
(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.

☐ 16.6 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:
(a) identify each part of the loss;
(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.

☐ 16.7 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:
(a) identify each item of property damage;
(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.

☐ 16.8 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:
(a) identify each cost item;
(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.

☐ 16.9 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:
(a) the source of each **DOCUMENT;**
(b) the date each claim arose;
(c) the nature of each claim; and
(d) 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:
(a) the name, **ADDRESS,** and telephone number of each **HEALTH CARE PROVIDER;**
(b) a description of each **DOCUMENT**; and
(c) 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:
(a) state the number of the request;
(b) state all facts upon which you base your response;
(c) state the names, **ADDRESSES,** and telephone numbers of all **PERSONS** who have knowledge of those facts; and
(d) 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:
(a) the year, make, model, and license number;
(b) the name, **ADDRESS**, and telephone number of the driver;

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(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]*

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Exhibit C

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.

FOR COURT USE ONLY

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

CASE NUMBER:
CUD-19-666401

REQUESTS FOR ADMISSION

☒ **Truth of Facts** ☒ **Genuineness of Documents**

Requesting Party: Daniel Feldman
Responding Party: Linda Steinhoff Holmes
Set No.: One

INSTRUCTIONS

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.

REQUESTS FOR ADMISSION

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 14th 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 QUITE 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

UD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar n[illegible] and address):	FOR COURT USE ONLY
Daniel Bornstein (SBN 169159) 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): Linda Steinhoff Holmes	FILED San Francisco County Superior Court FEB 20 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 AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse	
PLAINTIFF: Linda Steinhoff Holmes DEFENDANT: Daniel Feldman ☒ DOES 1 TO 10, Inclusive	
COMPLAINT - UNLAWFUL DETAINER* ☐ COMPLAINT ☒ AMENDED COMPLAINT (Amendment Number): First	CASE NUMBER: CUD-19-666401

Jurisdiction (check all that apply):

☒ **ACTION IS A LIMITED CIVIL CASE**
Amount demanded ☒ **does not exceed $10,000**
☐ **exceeds $10,000 but does not exceed $25,000**

☐ **ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds $25,000)**

☐ **ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply):**
☐ **from unlawful detainer to general unlimited civil (possession not in issue)**
☐ **from unlawful detainer to general limited civil (possession not in issue)**
☐ **from limited to unlimited**
☐ **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.
   (2) ☐ a public agency.
   (3) ☐ other (specify):
   (4) ☐ a partnership.
   (5) ☐ a corporation.

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

*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

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

Civil Code, § 1940 et seq.
Code of Civil Procedure §§ 425.12, 1166
www.courtinfo.ca.gov

PLAINTIFF *(Name)* : Linda Steinhoff Ho...es	CASE NUMBER: CUD-19-666401
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 pre~~mises 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)*: 11

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.)

Form Approved for Optional Use
Judicial Council of California
MC-025 [Rev. July 1, 2009]
CEB ceb.com | Essential Forms

ATTACHMENT
to Judicial Council Form

April 7, 2018

Daniel Feldman
884 14th 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, 884-14th 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 - 14th 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.

1st of April 201.

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.

Tenant is mailing 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 Ck #299 LH

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 Ck #298 LH

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 vaccinatins, 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 approriate 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.

THURSDAY FOR Sunday Pick-up

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.

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-Hyde Street

Street Address

San Francisco, CA, 94114 707-799-6902

City, State, & Zip Phone

15 March 2013 _____ 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 14th 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

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.

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 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.

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 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 tống 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.

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 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.

25 Van Ness Avenue #320
San Francisco, CA 94102-6033
www.sfrb.org
Phone 415.252.4602
FAX 415.252.4699

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)

您的房東已向您发出終止租約通知。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。

您可能有資格申請可負擔房屋計劃和公寓。請上網 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.

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, 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.

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 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.

25 Van Ness Avenue #320
San Francisco, CA 94102-6033
www.sfrb.org
Phone 415.252.4602
FAX 415.252.4699

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 - 14th 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.

1st of as of April, 201[illegible]

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.

Tenant in writing rent and has been sent 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 Ck #299 LH

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 Ck #298 LH

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 vaccinatins, 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 approriate 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.

THURSDAY EVENING For Friday Pick-up

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.

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 N. Holmes

Date Landlord Title

884-886-14th Street

Street Address

San Francisco, CA, 94114 707-799-6902

City, State, & Zip Phone

5 March 2013 Daniel [illegible]

Date Tenant

917.232.2440

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

on first amended complaint

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

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*), 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*), the California Courts Online Self-Help Center (*www.courts.ca.gov/selfhelp*), or by contacting your local court or county bar association.

¡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), 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados local.

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.

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

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

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

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):*
   a. Assistant's name:
   b. Telephone no.:
   c. Street address, city, and zip:

   d. County of registration:
   e. Registration no.:
   f. 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] SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO EUREKA

5. **NOTICE TO THE PERSON SERVED:** You are served
   a. ☒ as an individual defendant.
   b. ☐ as the person sued under the fictitious name of *(specify):*
   c. ☐ as an occupant.
   d. ☐ 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):*
   e. ☐ by personal delivery on *(date):*

Exhibit D

Daniel Joseph Feldman
8809 Denington Drive
Louisville, KY 40222
Telephone: (307) 699-3223

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 Number: CUD-19-666401 DEMAND FOR DOCUMENTS TO LINDA STEINHOFF HOLMES AND

Discovery Propounded: Demand for Documents,

Propounding Party: Daniel Feldman

Responding Party: Linda Steinhoff Holmes

Set Number: One

Defendant hereby demands that plaintiff produce and permit inspection and copying of the documents, described below. The following is the designation of the documents and/or tangible things to be produced for inspection are stated in Attachment A.

Dated: July 1, 2020

Daniel Joseph Feldman
Defendant in Pro Per.

1. All DOCUMENTS which IDENTIFIES each PERSON who owned the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document demand the term "DOCUMENT" and/or "DOCUMENTS" means all recorded, electronically-stored and written information, however produced or reproduced, and however stored or retained, including paper and electronic, digital, magnetic, wireless, optical, or electromagnetic formats, such as floppy disk, CD-ROM, PC hard drive, backup tapes, laptop computers, digital sound or video recordings, digital photographs, internet search histories, thumb or USB drives, cell phones, personal data assistants, peripheral storage devices, local or wide area network, handheld device or ISP network, of every kind and description in YOUR actual or constructive possession, custody or control, including without limitation handwritten, typewritten, printed, digital, photocopy and all other forms of originals and copies of any and all correspondence, letters, memoranda, notes, e-mail messages, pleadings, books, telegrams, telexes, cables, calendars, diaries, appointment books, journals, ledgers, accounts, statements, receipts, invoices, work papers, reports, schedules, canceled checks and check stubs, legal opinions, vouchers, agreements, contracts, manuals, notebooks, worksheets, timesheets, promissory notes, licenses, payment records, photographs, films, videotapes, dictated tapes and other sound recordings, appraisals, tabulations, purchase orders, charts, minutes, logs, offers, orders, computer printouts and/or reports and applicable programs therefore, tapes, cards or other means by which data is stored or preserved, any applicable programs therefor (from which you may reproduce or cause to be reproduced such data in written form), shorthand or stenographers notebooks, papers, and all drafts, revisions, and differing versions of the foregoing, whether denominated formal or otherwise, as well as all copies of any of the foregoing which differ in any way from the original, and all other "writings" as that term is defined in California Evidence Code section 250. For purposes of this document demand the terms "IDENTIFIES" or "IDENTIFY" means DOCUMENTS which states a PERSON'S name, employer, title, address, telephone number and/or email address. For purposes of this document demand the term "PERSON" means natural person, firm, association, organization, partnership, business, trust, corporation, limited liability corporation, professional corporation, and/or public entity. For purposes of this document demand the phrase "SUBJECT PREMISES" means the premises located at 884 14th Street, City and County of San Francisco, State of California and ZIP Code: 94114. For purposes of this document demand the

phrase "SUBJECT PERIOD" means from May 1, 2013, up to and including the present. For purposes of this document demand the words "YOU" or "YOUR" means plaintiff Linda Steinhoff Holmes.)

2. All DOCUMENTS pertaining to the INCIDENT. (For purposes of this document demand the term "INCIDENT" means the circumstances and events surrounding the allegations in 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, giving rise to this action.)

3. Each DOCUMENT which IDENTIFIES the PERSON who MANAGED the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document demand the term "MANAGED" and/or "MANAGER" means a PERSON who is responsible for day-to-day operations.)

4. All statements taken of PLAINTIFF. (For purposes of this document demand the terms "PLAINTIFF" or "PLAINTIFF'S" shall mean plaintiff Linda Steinhoff Holmes.)

5. All statements taken of DEFENDANT during the SUBJECT PERIOD. (For purposes of this document demand the terms "DEFENDANT" or "DEFENDANT'S" shall mean defendant Daniel Feldman.)

6. All DOCUMENTS which IDENTIFY each PERSON who SUPERVISED each PERSON who MANAGED the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document demand the terms "SUPERVISED", or "SUPERVISOR" means the PERSON who oversaw the performance of each PERSON who MANAGED the SUBJECT PREMISES.)

7. All DOCUMENTS containing COMMUNICATIONS between YOU and each PERSON that MANAGED the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document demand the term "COMMUNICATION" or "COMMUNICATIONS" means any type of oral, written or visual contact(s) between two or more persons in which information, facts, statements, conversation or opinions were exchanged, imparted or received.)

8. All DOCUMENTS containing COMMUNICATIONS between YOU each PERSON that SUPERVISED each MANAGER of the SUBJECT PREMISES during the SUBJECT PERIOD.

9. All DOCUMENTS containing COMMUNICATIONS between YOU and each owner of the

SUBJECT PREMISES during the SUBJECT PERIOD.

10. YOUR Driver's license.

11. All DOCUMENTS RELATING TO each INSPECTION conducted of the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document demand the terms "RELATING TO", "REFER TO", or "REFERRING TO" shall mean consisting of, addressing the subject matter of or summarizing, describing and/or referring to in any way. For purposes of this document demand the term "INSPECTION", "INSPECTED" and/or "INSPECT" means to examine for the purpose of ascertaining whether or not an object and/or real property and its fixtures are suitable for their intended use.)

12. All DOCUMENTS RELATING TO each INSPECTION YOU conducted of the SUBJECT PREMISES during the SUBJECT PERIOD.

13. All DOCUMENTS which YOU created as a result of each INSPECTION conducted of the SUBJECT PREMISES during the SUBJECT PERIOD.

14. All COMMUNICATIONS between YOU and the San Francisco Department of Building Inspection regarding the SUBJECT PREMISES during the SUBJECT PERIOD.

15. All DOCUMENTS which REFER TO the SUBJECT PREMISES during the SUBJECT PERIOD.

16. All statements taken of witnesses to the INCIDENT.

17. All DOCUMENTS that IDENTIFY witnesses to the INCIDENT

18. All photographs of the SUBJECT PREMISES.

19. All blue prints of the SUBJECT PREMISES.

20. All diagrams which depict the SUBJECT PREMISES.

21. All videotape of the SUBJECT PREMISES.

22. All DOCUMENTS which depict any portion of the exterior of the SUBJECT PREMISES at any time, including during the SUBJECT PERIOD.

23. All DOCUMENTS which depict any portion of the interior of the SUBJECT PREMISES at any time, including during the SUBJECT PERIOD.

24. All DOCUMENTS REFERRING TO any damage YOU caused to the SUBJECT PREMISES.

25. All DOCUMENTS REFERRING TO any damage DEFENDANT caused to the SUBJECT PREMISES.

26. All DOCUMENTS RELATING TO costs YOU incurred to repair any damage to the SUBJECT PREMISES.

27. All business licenses YOU hold.

28. All DOCUMENTS which REFER TO business licenses YOU held during the SUBJECT PERIOD.

29. All DOCUMENTS which compose COMMUNICATIONS between YOU and the San Francisco Fire Department which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

30. All DOCUMENTS which YOU have received from San Francisco County's Health Department which RELATE TO the SUBJECT PREMISES at any time, including during the SUBJECT PERIOD.

31. All COMMUNICATIONS between YOU and the County of San Francisco RELATING TO the SUBJECT PREMISES during the SUBJECT PERIOD.

32. All DOCUMENTS which evidence the date YOU rented the SUBJECT PREMISES to DEFENDANT.

33. All DOCUMENTS which evidence the date YOU become the owner of the SUBJECT PREMISES.

34. All DOCUMENTS REFERRING TO the terms of the rental agreement between YOU and DEFENDANT.

35. All DOCUMENTS which support YOUR contention that DEFENDANT breached the terms of the rental agreement between YOU and DEFENDANT.

36. All DOCUMENTS which support YOUR contention that "all facts stated in the notice are true.".

37. All DOCUMENTS REFERRING TO rent payments YOU received from DEFENDANT for the SUBJECT PREMISES during the SUBJECT PERIOD.

38. All DOCUMENTS which IDENTIFY each PERSON from whom YOU received a rent payment for the SUBJECT PREMISES during the SUBJECT PERIOD.

39. All DOCUMENTS RELATING TO each agreement between YOU and DEFENDANT.

40. All DOCUMENTS which EVIDENCE a DANGEROUS CONDITION at the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document demand "DANGEROUS CONDITION" means a condition of the property which exposes persons or other property to an unreasonable risk of harm when using the property or fixtures thereto with ORDINARY CARE. For purposes of this document demand the term "ORDINARY CARE" means that care which persons of ordinary prudence would use in order to avoid injury to themselves or others. For purposes of this document demand the terms "EVIDENCE" shall mean consisting of, addressing the subject matter of or summarizing, describing and/or referring to in any way.)

41. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco Residential Rent Stabilization and Arbitration Board during the SUBJECT PERIOD which REFER TO the SUBJECT PREMISES.

42. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco Residential Rent Stabilization and Arbitration Board during the SUBJECT PERIOD which REFER TO DEFENDANT.

43. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco Residential Rent Stabilization and Arbitration Board during the SUBJECT PERIOD which REFER TO any of YOUR rental properties.

44. All DOCUMENTS containing COMMUNICATIONS between YOU and James Severance during the SUBJECT PERIOD.

45. All DOCUMENTS containing COMMUNICATIONS between YOU and Reggie Snowden during the SUBJECT PERIOD.

46. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco

Police Department during the SUBJECT PERIOD.

47. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco Police Department RELATING TO DEFENDANT during the SUBJECT PERIOD.

48. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco Police Department RELATING TO DEFENDANT during the SUBJECT PERIOD.

49. All DOCUMENTS which YOU have received from the San Francisco Police Department which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

50. All DOCUMENTS which YOU have received from the San Francisco Police Department which REFER TO DEFENDANT during the SUBJECT PERIOD.

51. All DOCUMENTS which YOU have received from the San Francisco Police Department which RELATING TO the INCIDENT.

52. All DOCUMENTS which YOU have received from the San Francisco Water Department which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

53. All DOCUMENTS which YOU have received from the San Francisco Water Department which REFER TO DEFENDANT during the SUBJECT PERIOD.

54. All DOCUMENTS which YOU have received from the San Francisco Public Utilities Commission which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

55. All DOCUMENTS which YOU have received from the San Francisco Public Utilities Commission which REFER TO DEFENDANT during the SUBJECT PERIOD.

56. All DOCUMENTS which YOU have received from Pacific Gas & Electric Company which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

57. All DOCUMENTS which YOU have received from Pacific Gas & Electric Company which REFER TO DEFENDANT during the SUBJECT PERIOD.

58. All COMMUNICATIONS between YOU and Pacific Gas & Electric Company which REFER TO DEFENDANT during the SUBJECT PERIOD.

59. All COMMUNICATIONS between YOU and Pacific Gas & Electric Company which 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

APPEARANCES:

For DANIEL FELDMAN

DANIEL FELDMAN
8809 Denington Drive
Louisville, Kentucky 40222
307.699.3223
danieljfeldmanphd@gmail.com

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.)	

SAN FRANCISCO, CALIFORNIA;

MONDAY, JULY 13, 2020, 9:49 A.M.

***

MR. FELDMAN: It is now -- let the record show it's now 9:49 a.m. on Monday, July 13th. The plaintiff was e-served on July 1st and July 9th about this deposition. The e-service went to Daniel Cheung, C-H-E-U-N-G, and Daniel Bornstein, attorneys for Plaintiff Linda Steinhoff Holmes. Linda is -- it's now 9:50 and Linda Steinhoff Holmes has not appeared for her deposition. I -- in addition to the deposition, the defendant was served discovery and has not responded whatsoever.

The -- in fact, the plaintiff and her attorneys have not responded to any communications from this defendant in pro per since the unlawful detainer was filed in December despite multiple requests for information, specifics about the case and particularly about the habitability of the apartment and the expenses I have had to incur due to my inability to live in my apartment.

Let it be known that it is my -- my opinion that the attorneys have suborned perjury from Linda Steinhoff Holmes who has made multiple ex-parte motions against me and are using the COVID stay order as a delay

tactic to delay this trial and to have me incur more expenses for not being able to live in my apartment.

I expect to file today a motion and order for the defendant -- or, I'm sorry -- for the plaintiff to respond to requests for interrogatories, admissions -- documents that have not yet been received. Those were due on July the 8th.

I have not received any written objections to the defendant's [sic] deposition or their intent or non-intent to attend this deposition today. All of the discovery currently remains outstanding. I expect to move for an order compelling response and for monetary sanctions today with the court.

Their time to respond has expired and no response of any kind has been served. I have received no documents, and I expect to file a Motion to Compel to respond. Failure to timely respond waives all objections including privilege and work product. There is good cause that -- that the discovery sought be the defendant's --

THE REPORTER: The discovery what?

MR. FELDMAN: Oh, I'm sorry. Strike that if you can. I misspoke.

The information in the documents that I have requested and the tangible things that are sought would

tend to prove or disprove the issues raised in the plaintiff's First Amended Complaint and my answer and resolve potentially disputed matters, the underlying incident, the identity and location of potential witnesses and/or facilitate the settlement.

Discovery of the documents is also necessary for trial preparation and to prevent surprises at trial. Plaintiff has failed to respond to any admissions which permits the court to deem all such matters admitted.

Regardless of the reason or the excuse for the delay or failure to respond, it's mandatory that the court impose monetary sanctions under Chapter 7 of the party whose failure to serve a timely response to Request for Admission necessitated this motion.

The fee for today's deposition was set at $1,500 including the court reporter's time -- which includes the court reporter's time. And we hereby adjourn today's meeting.

STATE OF CALIFORNIA)
)
COUNTY OF MARIN)

I, Siew Ung, a Certified Shorthand Reporter, do hereby certify:

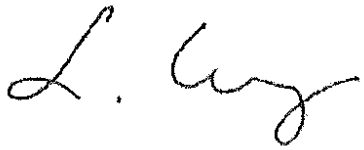
That prior to being examined, the witness in the foregoing proceedings was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

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

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CASE INFORMATION

Court Name:	San Francisco County, Superior Court of California
Court Branch:	Civil Center Courthouse
Case #:	CUD-19-666401

ORDER DETAILS

Order Type:	eService
Date/Time Submitted:	7/9/2020 5:02 PM PT
Contact Name:	Daniel Feldman
Attorney Name:	none
Email Notification:	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	daniel@bornsteinandbornstein.com
Daniel Cheung	dcheung@bornstein.law

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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

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 Department 501

CASE NUMBER: CUD-19-666401

PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF

DEFENDANT/RESPONDENT: FELDMAN, DANIEL

JUDICIAL OFFICER:

DEPARTMENT:

PROOF OF ELECTRONIC SERVICE

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)

Daniel J. Feldman
(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

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CASE INFORMATION

Court Name:	San Francisco County, Superior Court of California
Court Branch:	Civil Center Courthouse
Case #:	CUD-19-666401

ORDER DETAILS

Order Type:	eService
Date/Time Submitted:	7/1/2020 4:48 PM PT
Contact Name:	Daniel Feldman
Attorney Name:	none
Email Notification:	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	dcheung@bornstein.law
Feldman, Daniel	danieljfeldmanphd@gmail.com

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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

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 Department 501

PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF

DEFENDANT/RESPONDENT: FELDMAN, DANIEL

CASE NUMBER: CUD-19-666401

JUDICIAL OFFICER:

DEPARTMENT:

PROOF OF ELECTRONIC SERVICE

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)

Daniel J. Feldman
(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

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

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 Department 501

PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF

DEFENDANT/RESPONDENT: FELDMAN, DANIEL

CASE NUMBER: CUD-19-666401

JUDICIAL OFFICER:

DEPARTMENT:

PROOF OF ELECTRONIC SERVICE

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)

Daniel J. Feldman
(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

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

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 Department 501

PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF

DEFENDANT/RESPONDENT: FELDMAN, DANIEL

PROOF OF ELECTRONIC SERVICE

FOR COURT USE ONLY

ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
07/15/2020
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

CASE NUMBER:
CUD-19-666401

JUDICIAL OFFICER:

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):* 15 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: 15 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)

Daniel J. Feldman
(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

Daniel Joseph Feldman
8809 Denington Drive
Louisville, KY 40222
Telephone: (307) 699-3223

In pro. per.

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
07/15/2020
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

LIMITED JURISDICTION

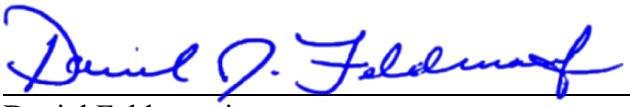
Linda Steinhoff Holmes, Plaintiff, v. Daniel Feldman, et al., Defendants.	Case Number: CUD-19-666401 DEFENDANT FELDMANN'S NOTICE OF AND MOTION FOR ORDER COMPELLING PLAINTIFF TO RESPOND TO FORM INTERROGATORIES, DOCUMENT DEMAND AND DEEM MATTERS ADMITTED, AND IMPOSING MONETARY SANCTIONS; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION OF DEFENDANT IN SUPPORT THEREOF. Date: July 22, 2020 Time: 9:30 a.m. Location: Department 501

TO PLAINTIFF LINDA STEINHOFF HOLMES, ALL OTHER PARTIES HERETO AND TO THEIR ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT at 9:30 a.m. on July 22, 2020, or as soon thereafter as the matter can be heard, in Dept. 501, of this court, located at 400 McAllister Street, San Francisco, California, defendant Daniel Feldman, will move this court pursuant to CCP §§ 2023.010, et seq., 2030.030, 2030.290, 2030.300, 2025.220, 2033.290, 2025.440, 2033.290, 2031.310 and 2031.320 and 2025.450 for the following orders: **(1)** an order pursuant to CCP Sections 2023.010, et sq. and 2030.290, compelling plaintiff Linda Steinhoff Holmes to provide responses to defendant's, Form Interrogatories –

Unlawful Detainer, Set One, and that all objections thereto, including those based upon privilege and work product, are waived due to plaintiff's failure to object thereto; **(2)** an order pursuant to CCP Sections 2023.010, et sq. and 2030.290, compelling plaintiff Linda Steinhoff Holmes to provide responses to defendant's Form Interrogatories –General, Set One, and that all objections thereto, including those based upon privilege and work product, are waived due to defendant's failure to object thereto; **(3)** an order pursuant to CCP Section 2033.280, that the truth of each matter specified in Requests for Admission, Set One, propounded by defendant to plaintiff Linda Steinhoff Holmes, be deemed admitted and conclusively established for all purposes in this action; **(4)** an order pursuant to CCP Sections 2023.010, et sq. and 2031.300, compelling plaintiff Linda Steinhoff Holmes to provide responses to plaintiff's Document Demand, Set One, and produce the documents demanded therein and that all objections thereto, including those based upon privilege and work product, are waived due to defendant's failure to object thereto; AND ALSO FOR AN ORDER THAT, pursuant to CCP §§ 2023.010, et sq., 2030.290, 2020.030, 2025.0101, et sq., 2025.220, 2024.440, 2025.450, 2025.480, and 2031.300, 2033.280, that plaintiff Linda Steinhoff Holmes pay a monetary sanction to said moving party in the sum of not less than $2,250.00, for the reasonable expenses and fees incurred by the moving party in connection with this proceeding and plaintiff Linda Steinhoff Holmes failure to comply with said discovery requests. Said motion will be made on the grounds that plaintiff Linda Steinhoff Holmes failed to provide responses, good cause exists for discovery of each of the items sought to be discovered, and plaintiff failure to comply therewith is without substantial justification. Good cause exists for production of each category of documents sought in the demand for documents. The motion is based on this notice, the points and authorities set forth below, the attached declaration of defendant Daniel Feldman and the complete files and records in this action.

Dated: July 13, 2020



Daniel Feldman, in pro. per.

MEMORANDUM OF POINTS AND AUTHORITIES

Plaintiff was served with defendant's discovery and has not responded whatsoever. The motion and order must be granted.

The present action is a residential unlawful detainer action based upon defendant's purported nuisance conduct from "May, 2013 - Present." (Plaintiff's complaint.) The subject premises is located at 884 14th Street, San Francisco, California.

On February 20, 2020, plaintiff filed the first amended complaint.

On May 29, 2020, defendant filed defendant's Answer to First Amended Complaint. Defendant generally denied all the allegations in plaintiff's amended complaint and asserted numerous affirmative defenses.

On July 1, 2020, defendant served plaintiff with the following discovery: Form Interrogatories – Unlawful Detainer, Set One (Exhibit A); Form Interrogatories – General, Set One (Exhibit B); Requests for Admission, Set One, (Exhibit C) and Document Demand, Set One (Exhibit D). Defendant's discovery was served on plaintiff via email pursuant to e-service under the court rules. (Exhibit F).

Plaintiff's responses to said written discovery was due by July 8, 2020.

Plaintiff did not serve any written objections to defendant's written discovery.

All the discovery remains outstanding.

Interrogatories: If a party to whom interrogatories were directed fails to serve a timely response, the propounding party may move for an order compelling response and for a monetary sanction. CCP § 2030.290. All that need be shown in the moving papers is that a set of interrogatories was properly served on the opposing party, that the time to respond has expired, and that no response of any kind has been served. *Leach v. Sup.Ct.* (1980) 111 CA3d 902, 905-906. Plaintiff did not respond.

Documents: Where, as is here, no response at all has been made, the motion is to compel a response. CCP § 2031.300. Failure to timely respond waives all objections, including privilege and work product. CCP § 2031.300(a). There is good cause exist justify the discovery sought by defendant's inspection demands. CCP § 2031.310. The information in the documents and tangible things sought would tend to prove or disprove the issues raised in plaintiff's first amended complaint and defendant's answer,

resolve potentially disputed matters, the underlying incident, the identity and location of potential witnesses and/or facilitate settlement. Discovery of said documents and/or tangible things is also necessary for trial preparation, to and to prevent surprise at trial.

Admissions: Plaintiff failed to respond to the subject requests for admission which permits the court to deem all such matters admitted. "The law governing the consequences for failing to respond to requests for admission may be the most unforgiving in civil procedure. There is no relief under section 473. *Demyer v. Costs Mesa Mobile Home Estates* (1995) 36 CA4th 393. The statute states "the court shall make this order" unless proposed responses "in substantial compliance" with CCP § 2033.100 are filed before the hearing. *Demyer at* 395-396. Regardless of the reason or excuse for the delay or failure to respond, it "is mandatory that the court impose a monetary sanction under Chapter 7 (commencing with Section 2033.010) on the party whose failure to serve a timely response to requests for admission necessitated this motion." CCP § 2033.280(c); *Appleton v. Sup.Ct. (Cook)* (1988) 206 CA3d 632, 634.

For the forgoing reasons, this Court should issue the orders requested.

Dated: July 13, 2020

Daniel Feldman, in pro. per.

DECLARATION

I, Daniel Joseph Feldman, declare as follows:

1. I over the age of 18 years and am defendant in pro. per. in this action. I have personal knowledge of each of the facts stated herein.

2. On July 1, 2020, I caused there to be served on plaintiff Linda Steinhoff Holmes following discovery items: Form Interrogatories – Unlawful Detainer, Set One; Form Interrogatories – General, Set One; Requests for Admission, Set One; and Document Demand, Set One;

3. Service of said discovery upon said party was made in the following manner: e-service pursuant to the court rules. A copy of e-service is attached.

5. The responses were due on or before July 8, 2020. No responses have been received.

6. Good cause exists to justify the discovery sought. The information in the documents requested would tend to prove or disprove the issues raised in plaintiff's first amended complaint and my answer, resolve potentially disputed matters, the underlying incident, the identity and location of potential witnesses and/or defendant's potential defenses and facilitate settlement. The documents, are also needed for trial preparation, to and to prevent surprise at trial. They would also potentially narrow the issues between the parties, which would reduce the time and costs of additional discovery or the length of the trial and increase the potential for settlement, I would be better able to argue the case before the jury and create exhibits for trial and adequately oppose pre-trial, trial and/or post-trial motions.

7. As a result of plaintiff's refusal to comply with my requested discovery, I has incurred and will incur reasonable costs and fees in connection with this motion and the hearing thereon totaling not less than $2,175.00. In addition, the costs incurred by defendant to prepare, serve and file this motion was not less than $95.00.

8. A true and correct copy of the Form Interrogatories – Unlawful Detainer, Set One, is attached hereto as Exhibit A.

9. A true and correct copy of the Form Interrogatories – General, Set One, is attached hereto as Exhibit B.

10. A true and correct copy of the Requests for Admission, Set One, is attached hereto as Exhibit C.

11. A true and correct copy of the Document Demand, Set One, is attached hereto as Exhibit D.

12. A transcript of the nonappearance of Linda Steinhoff Holmes at requested deposition on 13 July attached hereto as Exhibit E.

13. A true and correct copy of the eservice confirmation attached to Exhibit E.

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

Dated: July 13, 2020

Daniel Feldman, in pro. per.

Exhibit A

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:
Daniel Joseph Feldman
Daniel Joseph Feldman
8809 Danington Drive
Louisville, KY 40222
(307) 699-3223
ATTORNEY FOR *(Name)*: Daniel Feldman, in pro. per.

UNLAWFUL DETAINER ASSISTANT
(Check one box): An unlawful detainer assistant ☐ did ☒ did not for compensation give advice or assistance with this form. *(If one did, state the following)*:
ASSISTANT'S NAME:
ADDRESS:
TEL. NO.:
COUNTY OF REGISTRATION:
REGISTRATION NO.:
EXPIRES *(DATE)*:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF: San Francisco
400 McAllister Street
San Francisco, CA 94102

SHORT TITLE:
Steinhoff Holmes v. Feldman

FORM INTERROGATORIES - UNLAWFUL DETAINER
Asking Party: Daniel Feldman
Answering Party: Linda Steinhoff Holmes
Set No.: One

CASE NUMBER:
CUD-19-666401

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

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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).

☒ 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.

☒ 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.

☒ 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.]*

☒ 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.

☒ 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**.

☒ 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.**

☒ 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**.

☒ 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).]

☒ 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.

☒ 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**.

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☒ 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;

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(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;

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(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:
(a) state the facts supporting this allegation;
(b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of these facts;
(c) 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:
(a) state the facts;
(b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
(c) 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:
(a) state all facts supporting **PLAINTIFF'S** decision to terminate or not renew 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 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:
(a) the substance of the agreement;
(b) when it was made;
(c) whether it was written or oral;
(d) by whom and to whom;
(e) the name and **ADDRESS** of each person who knows about it;
(f) whether all promised repairs, alterations, or improvements were completed or services provided;
(g) the reasons for any failure to perform;
(h) 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) a description of each act;
(b) the date of each act;
(c) the name, **ADDRESS**, and telephone number of each **PERSON** who acted;
(d) the name, **ADDRESS**, and telephone number of each **PERSON** who witnessed each act and any **DOCUMENTS** evidencing the person's knowledge;
(e) 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:
(a) the amount;
(b) the date;
(c) purpose of offer;
(d) the manner of the offer;
(e) the identity of the person making the offer;
(f) the identity of the person refusing the offer;
(g) the date of the refusal;
(h) 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:
(a) the nature of the condition;
(b) the location;
(c) the date the condition was discovered by defendant;
(d) the date the condition was first known by **LANDLORD** or **PLAINTIFF**;

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(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 Courthouse

SHORT TITLE OF CASE:
Steinhoff Holmes v. Feldman

FORM INTERROGATORIES-GENERAL

Asking Party: Daniel Feldman

Answering Party: Linda Steinhof Holmes

Set No.: One

CASE NUMBER:
CUD-19-666401

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 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.

Form Approved for Optional Use
Judicial Council of California
DISC-001 [Rev. January 1, 2008]
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Code of Civil Procedure,
§§ 2030.010-2030.410, 2033.710
www.courtinfo.ca.gov

☐ (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:

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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:
(a) the name, **ADDRESS**, and telephone number of that **PERSON**; and
(b) 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:
(a) the name, **ADDRESS**, and telephone number;
(b) the nature of the disability or condition; and
(c) 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:
(a) the name, **ADDRESS**, and telephone number;
(b) the nature or description of each substance;
(c) the quantity of each substance used or taken;
(d) the date and time of day when each substance was used or taken;
(e) the **ADDRESS** where each substance was used or taken;
(f) the name, **ADDRESS**, and telephone number of each person who was present when each substance was used or taken; and
(g) 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:
(a) the name stated in the current articles of incorporation;
(b) all other names used by the corporation during the past 10 years and the dates each was used;
(c) the date and place of incorporation;
(d) the **ADDRESS** of the principal place of business; and
(e) whether you are qualified to do business in California.

☐ 3.2 Are you a partnership? If so, state:
(a) the current partnership name;
(b) all other names used by the partnership during the past 10 years and the dates each was used;
(c) whether you are a limited partnership and, if so, under the laws of what jurisdiction;
(d) the name and **ADDRESS** of each general partner; and
(e) the **ADDRESS** of the principal place of business.

☐ 3.3 Are you a limited liability company? If so, state:
(a) the name stated in the current articles of organization;
(b) all other names used by the company during the past 10 years and the date each was used;
(c) the date and place of filing of the articles of organization;
(d) the **ADDRESS** of the principal place of business; and
(e) whether you are qualified to do business in California.

☐ 3.4 Are you a joint venture? If so, state:
(a) the current joint venture name;
(b) all other names used by the joint venture during the past 10 years and the dates each was used;
(c) the name and **ADDRESS** of each joint venture; and
(d) the **ADDRESS** of the principal place of business.

☐ 3.5 Are you an unincorporated association? If so, state:
(a) the current unincorporated association name;
(b) all other names used by the unincorporated association during the past 10 years and the dates each was used; and
(c) 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:
(a) the name;
(b) the dates each was used;
(c) the state and county of each fictitious name filing; and
(d) 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:
(a) identify the license or registration;
(b) state the name of the public entity; and
(c) 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:
(a) the kind of coverage;
(b) the name and **ADDRESS** of the insurance company;
(c) the name, **ADDRESS**, and telephone number of each named insured;
(d) the policy number;
(e) the limits of coverage for each type of coverage contained in the policy;
(f) whether any reservation of rights or controversy or coverage dispute exists between you and the insurance company; and
(g) 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.

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☐ 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.

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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.

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☒ 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:
(a) identify it;
(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.

☐ 16.4 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:
(a) identify each service;
(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.

☐ 16.5 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:
(a) identify each cost;
(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.

☐ 16.6 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:
(a) identify each part of the loss;
(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.

☐ 16.7 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:
(a) identify each item of property damage;
(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.

☐ 16.8 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:
(a) identify each cost item;
(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.

☐ 16.9 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:
(a) the source of each **DOCUMENT;**
(b) the date each claim arose;
(c) the nature of each claim; and
(d) 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:
(a) the name, **ADDRESS,** and telephone number of each **HEALTH CARE PROVIDER;**
(b) a description of each **DOCUMENT**; and
(c) 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:
(a) state the number of the request;
(b) state all facts upon which you base your response;
(c) state the names, **ADDRESSES,** and telephone numbers of all **PERSONS** who have knowledge of those facts; and
(d) 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:
(a) the year, make, model, and license number;
(b) the name, **ADDRESS**, and telephone number of the driver;

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(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]*

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Exhibit C

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.

FOR COURT USE ONLY

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

CASE NUMBER:
CUD-19-666401

REQUESTS FOR ADMISSION

☒ **Truth of Facts** ☒ **Genuineness of Documents**

Requesting Party: Daniel Feldman
Responding Party: Linda Steinhoff Holmes
Set No.: One

INSTRUCTIONS

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.

REQUESTS FOR ADMISSION

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 14th 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 QUITE 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

UD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar n[illegible] and address):	FOR COURT USE ONLY
Daniel Bornstein (SBN 169159) 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): Linda Steinhoff Holmes	FILED San Francisco County Superior Court FEB 20 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 AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse	
PLAINTIFF: Linda Steinhoff Holmes DEFENDANT: Daniel Feldman ☒ DOES 1 TO 10, Inclusive	
COMPLAINT - UNLAWFUL DETAINER* ☐ COMPLAINT ☒ AMENDED COMPLAINT (Amendment Number): First	CASE NUMBER: CUD-19-666401

Jurisdiction (check all that apply):

☒ **ACTION IS A LIMITED CIVIL CASE**
Amount demanded ☒ **does not exceed $10,000**
☐ **exceeds $10,000 but does not exceed $25,000**

☐ **ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds $25,000)**

☐ **ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply):**
☐ **from unlawful detainer to general unlimited civil (possession not in issue)**
☐ **from unlawful detainer to general limited civil (possession not in issue)**
☐ **from limited to unlimited**
☐ **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.
   (2) ☐ a public agency.
   (3) ☐ other (specify):
   (4) ☐ a partnership.
   (5) ☐ a corporation.

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

*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

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

Civil Code, § 1940 et seq.
Code of Civil Procedure §§ 425.12, 1166
www.courtinfo.ca.gov

PLAINTIFF *(Name)* : Linda Steinhoff Ho...es	CASE NUMBER: CUD-19-666401
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 pre~~mises 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)*: 11

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.)

Form Approved for Optional Use
Judicial Council of California
MC-025 [Rev. July 1, 2009]
CEB ceb.com | Essential Forms

ATTACHMENT
to Judicial Council Form

April 7, 2018

Daniel Feldman
884 14th 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, 884-14th 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 - 14th 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.

1st of April 201.

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.

Tenant is mailing 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 Ck #299 LH

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 Ck #298 LH

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 vaccinatins, 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 approriate 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.

THURSDAY FOR Sunday Pick-up

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.

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-Hyde Street

Street Address

San Francisco, CA, 94114 707-799-6902

City, State, & Zip Phone

15 March 2013 _____ 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 14th 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

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.

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 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.

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 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 tống 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.

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 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.

25 Van Ness Avenue #320
San Francisco, CA 94102-6033
www.sfrb.org
Phone 415.252.4602
FAX 415.252.4699

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)

您的房東已向您发出終止租約通知。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。

您可能有資格申請可負擔房屋計劃和公寓。請上網 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.

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, 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.

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 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.

25 Van Ness Avenue #320
San Francisco, CA 94102-6033
www.sfrb.org
Phone 415.252.4602
FAX 415.252.4699

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 - 14th 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.

1st of as of April, 201[illegible]

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.

Tenant in writing rent and has been sent 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 Ck #299 LH

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 Ck #298 LH

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 vaccinatins, 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 approriate 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.

THURSDAY EVENING For Friday Pick-up

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.

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 N. Holmes

Date Landlord Title

884-886-14th Street

Street Address

San Francisco, CA, 94114 707-799-6902

City, State, & Zip Phone

5 March 2013 Daniel [illegible]

Date Tenant

917.232.2440

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

on first amended complaint

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

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*), 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*), the California Courts Online Self-Help Center (*www.courts.ca.gov/selfhelp*), or by contacting your local court or county bar association.

¡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), 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados local.

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.

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

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

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

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):*
   a. Assistant's name:
   b. Telephone no.:
   c. Street address, city, and zip:

   d. County of registration:
   e. Registration no.:
   f. 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] SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO EUREKA

5. **NOTICE TO THE PERSON SERVED:** You are served
   a. ☒ as an individual defendant.
   b. ☐ as the person sued under the fictitious name of *(specify):*
   c. ☐ as an occupant.
   d. ☐ 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):*
   e. ☐ by personal delivery on *(date):*

Exhibit D

Daniel Joseph Feldman
8809 Denington Drive
Louisville, KY 40222
Telephone: (307) 699-3223

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 Number: CUD-19-666401 DEMAND FOR DOCUMENTS TO LINDA STEINHOFF HOLMES AND

Discovery Propounded: Demand for Documents,

Propounding Party: Daniel Feldman

Responding Party: Linda Steinhoff Holmes

Set Number: One

Defendant hereby demands that plaintiff produce and permit inspection and copying of the documents, described below. The following is the designation of the documents and/or tangible things to be produced for inspection are stated in Attachment A.

Dated: July 1, 2020

Daniel Joseph Feldman
Defendant in Pro Per.

1. All DOCUMENTS which IDENTIFIES each PERSON who owned the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document demand the term "DOCUMENT" and/or "DOCUMENTS" means all recorded, electronically-stored and written information, however produced or reproduced, and however stored or retained, including paper and electronic, digital, magnetic, wireless, optical, or electromagnetic formats, such as floppy disk, CD-ROM, PC hard drive, backup tapes, laptop computers, digital sound or video recordings, digital photographs, internet search histories, thumb or USB drives, cell phones, personal data assistants, peripheral storage devices, local or wide area network, handheld device or ISP network, of every kind and description in YOUR actual or constructive possession, custody or control, including without limitation handwritten, typewritten, printed, digital, photocopy and all other forms of originals and copies of any and all correspondence, letters, memoranda, notes, e-mail messages, pleadings, books, telegrams, telexes, cables, calendars, diaries, appointment books, journals, ledgers, accounts, statements, receipts, invoices, work papers, reports, schedules, canceled checks and check stubs, legal opinions, vouchers, agreements, contracts, manuals, notebooks, worksheets, timesheets, promissory notes, licenses, payment records, photographs, films, videotapes, dictated tapes and other sound recordings, appraisals, tabulations, purchase orders, charts, minutes, logs, offers, orders, computer printouts and/or reports and applicable programs therefore, tapes, cards or other means by which data is stored or preserved, any applicable programs therefor (from which you may reproduce or cause to be reproduced such data in written form), shorthand or stenographers notebooks, papers, and all drafts, revisions, and differing versions of the foregoing, whether denominated formal or otherwise, as well as all copies of any of the foregoing which differ in any way from the original, and all other "writings" as that term is defined in California Evidence Code section 250. For purposes of this document demand the terms "IDENTIFIES" or "IDENTIFY" means DOCUMENTS which states a PERSON'S name, employer, title, address, telephone number and/or email address. For purposes of this document demand the term "PERSON" means natural person, firm, association, organization, partnership, business, trust, corporation, limited liability corporation, professional corporation, and/or public entity. For purposes of this document demand the phrase "SUBJECT PREMISES" means the premises located at 884 14th Street, City and County of San Francisco, State of California and ZIP Code: 94114. For purposes of this document demand the

phrase "SUBJECT PERIOD" means from May 1, 2013, up to and including the present. For purposes of this document demand the words "YOU" or "YOUR" means plaintiff Linda Steinhoff Holmes.)

2. All DOCUMENTS pertaining to the INCIDENT. (For purposes of this document demand the term "INCIDENT" means the circumstances and events surrounding the allegations in 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, giving rise to this action.)

3. Each DOCUMENT which IDENTIFIES the PERSON who MANAGED the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document demand the term "MANAGED" and/or "MANAGER" means a PERSON who is responsible for day-to-day operations.)

4. All statements taken of PLAINTIFF. (For purposes of this document demand the terms "PLAINTIFF" or "PLAINTIFF'S" shall mean plaintiff Linda Steinhoff Holmes.)

5. All statements taken of DEFENDANT during the SUBJECT PERIOD. (For purposes of this document demand the terms "DEFENDANT" or "DEFENDANT'S" shall mean defendant Daniel Feldman.)

6. All DOCUMENTS which IDENTIFY each PERSON who SUPERVISED each PERSON who MANAGED the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document demand the terms "SUPERVISED", or "SUPERVISOR" means the PERSON who oversaw the performance of each PERSON who MANAGED the SUBJECT PREMISES.)

7. All DOCUMENTS containing COMMUNICATIONS between YOU and each PERSON that MANAGED the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document demand the term "COMMUNICATION" or "COMMUNICATIONS" means any type of oral, written or visual contact(s) between two or more persons in which information, facts, statements, conversation or opinions were exchanged, imparted or received.)

8. All DOCUMENTS containing COMMUNICATIONS between YOU each PERSON that SUPERVISED each MANAGER of the SUBJECT PREMISES during the SUBJECT PERIOD.

9. All DOCUMENTS containing COMMUNICATIONS between YOU and each owner of the

SUBJECT PREMISES during the SUBJECT PERIOD.

10. YOUR Driver's license.

11. All DOCUMENTS RELATING TO each INSPECTION conducted of the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document demand the terms "RELATING TO", "REFER TO", or "REFERRING TO" shall mean consisting of, addressing the subject matter of or summarizing, describing and/or referring to in any way. For purposes of this document demand the term "INSPECTION", "INSPECTED" and/or "INSPECT" means to examine for the purpose of ascertaining whether or not an object and/or real property and its fixtures are suitable for their intended use.)

12. All DOCUMENTS RELATING TO each INSPECTION YOU conducted of the SUBJECT PREMISES during the SUBJECT PERIOD.

13. All DOCUMENTS which YOU created as a result of each INSPECTION conducted of the SUBJECT PREMISES during the SUBJECT PERIOD.

14. All COMMUNICATIONS between YOU and the San Francisco Department of Building Inspection regarding the SUBJECT PREMISES during the SUBJECT PERIOD.

15. All DOCUMENTS which REFER TO the SUBJECT PREMISES during the SUBJECT PERIOD.

16. All statements taken of witnesses to the INCIDENT.

17. All DOCUMENTS that IDENTIFY witnesses to the INCIDENT

18. All photographs of the SUBJECT PREMISES.

19. All blue prints of the SUBJECT PREMISES.

20. All diagrams which depict the SUBJECT PREMISES.

21. All videotape of the SUBJECT PREMISES.

22. All DOCUMENTS which depict any portion of the exterior of the SUBJECT PREMISES at any time, including during the SUBJECT PERIOD.

23. All DOCUMENTS which depict any portion of the interior of the SUBJECT PREMISES at any time, including during the SUBJECT PERIOD.

24. All DOCUMENTS REFERRING TO any damage YOU caused to the SUBJECT PREMISES.

25. All DOCUMENTS REFERRING TO any damage DEFENDANT caused to the SUBJECT PREMISES.

26. All DOCUMENTS RELATING TO costs YOU incurred to repair any damage to the SUBJECT PREMISES.

27. All business licenses YOU hold.

28. All DOCUMENTS which REFER TO business licenses YOU held during the SUBJECT PERIOD.

29. All DOCUMENTS which compose COMMUNICATIONS between YOU and the San Francisco Fire Department which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

30. All DOCUMENTS which YOU have received from San Francisco County's Health Department which RELATE TO the SUBJECT PREMISES at any time, including during the SUBJECT PERIOD.

31. All COMMUNICATIONS between YOU and the County of San Francisco RELATING TO the SUBJECT PREMISES during the SUBJECT PERIOD.

32. All DOCUMENTS which evidence the date YOU rented the SUBJECT PREMISES to DEFENDANT.

33. All DOCUMENTS which evidence the date YOU become the owner of the SUBJECT PREMISES.

34. All DOCUMENTS REFERRING TO the terms of the rental agreement between YOU and DEFENDANT.

35. All DOCUMENTS which support YOUR contention that DEFENDANT breached the terms of the rental agreement between YOU and DEFENDANT.

36. All DOCUMENTS which support YOUR contention that "all facts stated in the notice are true.".

37. All DOCUMENTS REFERRING TO rent payments YOU received from DEFENDANT for the SUBJECT PREMISES during the SUBJECT PERIOD.

38. All DOCUMENTS which IDENTIFY each PERSON from whom YOU received a rent payment for the SUBJECT PREMISES during the SUBJECT PERIOD.

39. All DOCUMENTS RELATING TO each agreement between YOU and DEFENDANT.

40. All DOCUMENTS which EVIDENCE a DANGEROUS CONDITION at the SUBJECT PREMISES during the SUBJECT PERIOD. (For purposes of this document demand "DANGEROUS CONDITION" means a condition of the property which exposes persons or other property to an unreasonable risk of harm when using the property or fixtures thereto with ORDINARY CARE. For purposes of this document demand the term "ORDINARY CARE" means that care which persons of ordinary prudence would use in order to avoid injury to themselves or others. For purposes of this document demand the terms "EVIDENCE" shall mean consisting of, addressing the subject matter of or summarizing, describing and/or referring to in any way.)

41. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco Residential Rent Stabilization and Arbitration Board during the SUBJECT PERIOD which REFER TO the SUBJECT PREMISES.

42. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco Residential Rent Stabilization and Arbitration Board during the SUBJECT PERIOD which REFER TO DEFENDANT.

43. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco Residential Rent Stabilization and Arbitration Board during the SUBJECT PERIOD which REFER TO any of YOUR rental properties.

44. All DOCUMENTS containing COMMUNICATIONS between YOU and James Severance during the SUBJECT PERIOD.

45. All DOCUMENTS containing COMMUNICATIONS between YOU and Reggie Snowden during the SUBJECT PERIOD.

46. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco

Police Department during the SUBJECT PERIOD.

47. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco Police Department RELATING TO DEFENDANT during the SUBJECT PERIOD.

48. All DOCUMENTS containing COMMUNICATIONS between YOU and the San Francisco Police Department RELATING TO DEFENDANT during the SUBJECT PERIOD.

49. All DOCUMENTS which YOU have received from the San Francisco Police Department which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

50. All DOCUMENTS which YOU have received from the San Francisco Police Department which REFER TO DEFENDANT during the SUBJECT PERIOD.

51. All DOCUMENTS which YOU have received from the San Francisco Police Department which RELATING TO the INCIDENT.

52. All DOCUMENTS which YOU have received from the San Francisco Water Department which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

53. All DOCUMENTS which YOU have received from the San Francisco Water Department which REFER TO DEFENDANT during the SUBJECT PERIOD.

54. All DOCUMENTS which YOU have received from the San Francisco Public Utilities Commission which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

55. All DOCUMENTS which YOU have received from the San Francisco Public Utilities Commission which REFER TO DEFENDANT during the SUBJECT PERIOD.

56. All DOCUMENTS which YOU have received from Pacific Gas & Electric Company which RELATE TO the SUBJECT PREMISES during the SUBJECT PERIOD.

57. All DOCUMENTS which YOU have received from Pacific Gas & Electric Company which REFER TO DEFENDANT during the SUBJECT PERIOD.

58. All COMMUNICATIONS between YOU and Pacific Gas & Electric Company which REFER TO DEFENDANT during the SUBJECT PERIOD.

59. All COMMUNICATIONS between YOU and Pacific Gas & Electric Company which 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

APPEARANCES:

For DANIEL FELDMAN

DANIEL FELDMAN
8809 Denington Drive
Louisville, Kentucky 40222
307.699.3223
danieljfeldmanphd@gmail.com

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LINDA STEINHOFF HOLMES

Holmes v. Feldman

MONDAY, JULY 13, 2020

Siew G. Ung, RPR, CSR No. 13994

MARKED	DESCRIPTION	PAGE
	(None marked.)	

SAN FRANCISCO, CALIFORNIA;

MONDAY, JULY 13, 2020, 9:49 A.M.

***

MR. FELDMAN: It is now -- let the record show it's now 9:49 a.m. on Monday, July 13th. The plaintiff was e-served on July 1st and July 9th about this deposition. The e-service went to Daniel Cheung, C-H-E-U-N-G, and Daniel Bornstein, attorneys for Plaintiff Linda Steinhoff Holmes. Linda is -- it's now 9:50 and Linda Steinhoff Holmes has not appeared for her deposition. I -- in addition to the deposition, the defendant was served discovery and has not responded whatsoever.

The -- in fact, the plaintiff and her attorneys have not responded to any communications from this defendant in pro per since the unlawful detainer was filed in December despite multiple requests for information, specifics about the case and particularly about the habitability of the apartment and the expenses I have had to incur due to my inability to live in my apartment.

Let it be known that it is my -- my opinion that the attorneys have suborned perjury from Linda Steinhoff Holmes who has made multiple ex-parte motions against me and are using the COVID stay order as a delay

tactic to delay this trial and to have me incur more expenses for not being able to live in my apartment.

I expect to file today a motion and order for the defendant -- or, I'm sorry -- for the plaintiff to respond to requests for interrogatories, admissions -- documents that have not yet been received. Those were due on July the 8th.

I have not received any written objections to the defendant's [sic] deposition or their intent or non-intent to attend this deposition today. All of the discovery currently remains outstanding. I expect to move for an order compelling response and for monetary sanctions today with the court.

Their time to respond has expired and no response of any kind has been served. I have received no documents, and I expect to file a Motion to Compel to respond. Failure to timely respond waives all objections including privilege and work product. There is good cause that -- that the discovery sought be the defendant's --

THE REPORTER: The discovery what?

MR. FELDMAN: Oh, I'm sorry. Strike that if you can. I misspoke.

The information in the documents that I have requested and the tangible things that are sought would

tend to prove or disprove the issues raised in the plaintiff's First Amended Complaint and my answer and resolve potentially disputed matters, the underlying incident, the identity and location of potential witnesses and/or facilitate the settlement.

Discovery of the documents is also necessary for trial preparation and to prevent surprises at trial. Plaintiff has failed to respond to any admissions which permits the court to deem all such matters admitted.

Regardless of the reason or the excuse for the delay or failure to respond, it's mandatory that the court impose monetary sanctions under Chapter 7 of the party whose failure to serve a timely response to Request for Admission necessitated this motion.

The fee for today's deposition was set at $1,500 including the court reporter's time -- which includes the court reporter's time. And we hereby adjourn today's meeting.

STATE OF CALIFORNIA)
)
COUNTY OF MARIN)

I, Siew Ung, a Certified Shorthand Reporter, do hereby certify:

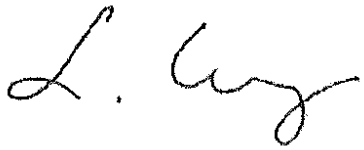
That prior to being examined, the witness in the foregoing proceedings was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

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

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CASE INFORMATION

Court Name:	San Francisco County, Superior Court of California
Court Branch:	Civil Center Courthouse
Case #:	CUD-19-666401

ORDER DETAILS

Order Type:	eService
Date/Time Submitted:	7/9/2020 5:02 PM PT
Contact Name:	Daniel Feldman
Attorney Name:	none
Email Notification:	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	daniel@bornsteinandbornstein.com
Daniel Cheung	dcheung@bornstein.law

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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

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 Department 501

CASE NUMBER: CUD-19-666401

PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF

DEFENDANT/RESPONDENT: FELDMAN, DANIEL

JUDICIAL OFFICER:

DEPARTMENT:

PROOF OF ELECTRONIC SERVICE

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)

Daniel J. Feldman
(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

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CASE INFORMATION

Court Name:	San Francisco County, Superior Court of California
Court Branch:	Civil Center Courthouse
Case #:	CUD-19-666401

ORDER DETAILS

Order Type:	eService
Date/Time Submitted:	7/1/2020 4:48 PM PT
Contact Name:	Daniel Feldman
Attorney Name:	none
Email Notification:	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	dcheung@bornstein.law
Feldman, Daniel	danieljfeldmanphd@gmail.com

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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

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 Department 501

PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF

DEFENDANT/RESPONDENT: FELDMAN, DANIEL

CASE NUMBER: CUD-19-666401

JUDICIAL OFFICER:

DEPARTMENT:

PROOF OF ELECTRONIC SERVICE

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)

Daniel J. Feldman
(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister Street
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CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME: Civic Center Courthouse Department 501

PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF

DEFENDANT/RESPONDENT: FELDMAN, DANIEL

CASE NUMBER: CUD-19-666401

JUDICIAL OFFICER:

DEPARTMENT:

PROOF OF ELECTRONIC SERVICE

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)

Daniel J. Feldman
(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

Daniel Bornstein (SBN 169159)
Daniel Cheung (SBN 264971)
Bornstein Law
507 Polk Street, Suite 310
San Francisco, CA 94102-3339
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Facsimile: (415) 463-2349

Attorneys for Plaintiff
LINDA STEINHOFF HOLMES

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

07/17/2020
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, and DOES 1 to 10, inclusive, Defendants.	Case No.: CUD-19-666401 OPPOSITION OF PLAINTIFF TO DEFENDANT FELDMANN'S [sic] NOTICE OF AND MOTION FOR ORDER COMPELLING PLAINTIFF TO RESPOND TO FORM INTERROGATORIES, DOCUMENT DEMAND AND DEEM MATTERS ADMITTED, AND IMPOSING MONETARY SANCTIONS; DECLARATION OF DANIEL CHEUNG Date: July 22, 2020 Time: 9:30 a.m. Dept.: 501

Plaintiff LINDA STEINHOFF HOLMES ("Plaintiff") opposes the Motion for Order Compelling Plaintiff to Respond to Form Interrogatories, Document Demand and Deem Matters Admitted and Imposing Monetary Sanctions of defendant DANIEL FELDMAN ("Defendant") because such discovery never was served upon Plaintiff pursuant to California Code of Civil Procedure sections 1013 1010.6.

I. BACKGROUND

The premises involved are 884 14th Street, San Francisco, CA 94114. 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"). The 3-day period expired on December 6, 2019, and defendant has not surrendered possession. Plaintiff filed this unlawful detainer lawsuit on February 20, 2020. (Cheung Decl. ¶ 2).

The Notice catalogues several types of nuisance in which Defendant had been engaged, and for which Plaintiff seeks possession, 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.

As part of the litigation, Defendant asserts that on July 1, 2020, he propounded interrogatories, document demands and requests for admissions on Plaintiff. Plaintiff's counsel never was served with such discovery – either by mail, overnight mail, or via messenger. Instead, Defendant asserts that he attempted service by electronic means, though not authorized by statute or by agreement. (*See* Motion, Exh. E, Proof of Electronic Service, p. 76).

I. LEGAL ARGUMENT

Service of discovery must be made only by the means required by California Code of Civil Procedure section 1013, *i.e.* service by mail, overnight mail or delivery, facsimile when the parties agree to do so, and in some circumstances by electronic means pursuant to Code of Civil Procedure section 1010.6(a)(2)(A)(ii):

> For cases filed on or after January 1, 2019, if a document may be served by mail, express mail, overnight delivery, or facsimile transmission, electronic service of the document is not authorized unless a party or other person has expressly consented to receive electronic service in that specific action or the court has ordered electronic service on a represented party or other represented person under subdivision (c) or (d).

Plaintiff rejects electronic service and expressly recognizes that such service is not authorized in the absence of that consent. By refusing to consent and insisting on service as otherwise provided for in section 1013, Plaintiff is acting in accordance with the rights the law afforded to Plaintiff. Plaintiff never consented to receive electronic service of documents not filed with the court such as discovery, and therefore never was served with such purported discovery. (Cheung Decl. ¶ 3).

Nevertheless, Plaintiff's counsel has reviewed this motion and, out of an abundance of caution, has responded to the requests for admission and will await this Court's determination of the invalidity of the unserved discovery. (Cheung Decl. ¶ 4).

II. CONCLUSION

The Court should deny Defendant's motion to compel responses to the written discovery, decline to deem admissions, and deny the request for monetary sanctions as the discovery was never served.

Dated: July 17, 2020

Respectfully submitted,

Bornstein Law

By: _____
Daniel Cheung
Attorneys for Plaintiff
LINDA STEINHOFF HOLMES

DECLARATION OF DANIEL CHEUNG

I, Daniel Cheung, declare as follows:

1. I am an attorney at law licensed to practice before all the courts of the State of California. I and my firm, Bornstein Law, represent plaintiff LINDA STEINHOFF HOLMES ("Plaintiff") herein. I have personal knowledge of the facts contained herein and, if called upon, could and would testify competently thereto under oath.

2. The premises involved in this unlawful detainer lawsuit are 884 14th Street, San Francisco, CA 94114. 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"). The 3-day period expired on December 6, 2019, and defendant has not surrendered possession. Plaintiff filed this unlawful detainer lawsuit on February 20, 2020.

3. Plaintiff rejects electronic service of Defendant's discovery, and never authorized such service. Service is not authorized in the absence of my and my firm's consent. It is within Plaintiff's rights to refuse to consent and insist on service as provided for in Code of Civil Procedure 1013, Therefore, Plaintiff never was served with such purported discovery.

4. I have reviewed Defendant's motion to compel discovery responses, deem admissions, and request for monetary sanctions and, out of an abundance of caution, I will have responded to the requests for admission by the time of the hearing. Plaintiff will await this Court's determination of the validity of the unserved discovery.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17th day of July 2020 at San Francisco, California.

DANIEL CHEUNG

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 7/17/2020 , I served the foregoing document described as
Plaintiff's Opposition to Defendant's Motion to Compel

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

Daniel Feldman
8809 Denington Drive
Louisville, KY 40222

☒ **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 7/17/2020 , 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.

Daniel Cheung (SBN 264971)
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 Joseph Feldman
8809 Denington Drive
Louisville, KY 40222
Telephone: (307) 699-3223

In pro. per.

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

07/21/2020
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 Number: CUD-19-666401 DEC:ARATION OF DEFENDANT DANIEL FELDMAN IN SUPPORT OF MOTION FOR ORDER COMPELLING PLAINTIFF TO RESPOND TO DISCOVERY Date: July 22, 2020 Time: 9:30 a.m. Location: Department 501

TO PLAINTIFF LINDA STEINHOFF HOLMES, ALL OTHER PARTIES HERETO AND TO THEIR ATTORNEYS OF RECORD:

I, Daniel Feldman, declare ass follows:

1. I am the defendant in the instant matter. All factssstated 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 multiple attempts to ascertain Discovery from the Plaintiff asseServed on July 1,and July 9, and a nonattendance of Plaintiff at the scheduled deposition on July 13. The Certificates and Proofs of Service were previously attached.

3. On July 1 and July 9, I eServed the request documents using the same certified eService and eFiling provider, OneLegal,,that wassused to serve this Motion to Compel a Response on July 15. Exhibit A includes a receipt from that provider showing that the eService from July 1 and July 9 have never been opened by the Plaintiff's Counsel in contrast to the Motion to Compel eServed on July 15 in the exact same manner which was opened within one minute of eServing that document to Mr. Cheung.

4. I received a phone call around or about 2pm today July 21 from Mr. Cheung. He offered to accept my eService of July 1 and July 9 and offered to have an answer prepared by July 28 and that if I would be so kind as to reschedule another deposition, he would check the availability with his client. I graciously declined in deference to the outcome of this motion hearing. Mr. Cheung claimed that I needed his permission to eService him such documents, and he emphatically said "NO" before hanging up the phone in my ear. This was preceded by his request for a video remote deposition, for which I claimed that I would prefer it be done in person with a videographer, that the location is accustomed to working within Covid guidelines for safety. Yet Mr. Cheung insisted on the grounds of safety for Covid that all parties involved would be better off with a remote deposition. I find that ironic, considering that he refuses eService in lieu of in-person service which has a distinct risk of exposure to Covid. Plaintiff's counsel seems to enjoy the use of Covid safety rhetoric when it suits their needs only, which in itself speaks to the ulterior motives for his rejection of eService and insistence upon a remote deposition. I hope this Court finds in favor of not granting the extension requested by Plaintiff counsel, deems all admissions accepted, and other points included in detail in this motion.

5. Mr. Daniel Bornstein, Mr. Cheung, and the Plaintiff have refused to respond to any and all communications from this Defendant in pro per since the filing of the Unlawful Detainer, especially communications regarding the loss of habitability of my apartment since coincidentally right after it was posted on my door. I have no reason to believe otherwise that their failure to respond to July 1 and 9 eService was nothing but an intentional delay tactic with the purpose of costing me more money to stay in hotels and AirBnBs (currently over $25,000) until this has resolved and to make future disposition appointments.

6. Exhibit B includes the partial transcript of the recording of plaintiff's counsel suborning perjury in May 2019. Directly after this recording, Christopher Hefner, now deceased, arrives and begins listening on the headphones while I get dressed to visit my brother. Chris confirms that he is hearing them discuss planting evidence in the backyard, whatever that was, and urged me to pack a suitcase and leave. I was planning just to go to my brother's house in Sebastopol, but Chris became agitated, saying they were going to frame me for assault, detain me, and have me arrested, as he continued to listen to their conversation. Instead of an overnight bag, I pulled out a suitcase, loaded up my computers, surveillance DVR, servers, cameras, iPad and mobile phone and packed them up quickly. With barely a shower, I left out the front door when they were in the backyard, still on speakerphone or video call with their legal counsel, looking for a place to plant whatever evidence they wanted to frame on me. I went to my brother's home and booked the next flight I could get to my parents in Louisville, KY. My thinking was that I could not "assault" anyone from that distance.

When I returned over 30 days later, I went to the District Attorney, the City Attorney, the Department of Police Accountability, Chief of Police William Scott, the Local FBI Office at The Federal Courthouse, Mayor London Breed, the Senior Management of the Department of Building Inspection, the Commission for the Department of Building Inspection, and the Controller’s Office Whistleblower Program, and filed multiple police reports. I offered to share this recording of suborning perjury, making false police reports, and conspiracy (all felonies); the recordings of bribes with DBI inspectors (felonies) under my front door camera; the proof of multiple fraudulently abated Notices of Violation from DBI (felonies; see Exhibit C for a partial list up to May 2019); front door and bay window security footage of narcotics sales and manufacturing (felonies) which also picked up conversations and business meetings about narcotic sales and manufacture that were held upstairs with the windows open and which could be heard without amplification in my apartment; and proof of energy theft (felony) documented in writing and in video footage by PGE, Bay Electric, and the SFPD.

From May until December 2019, none of these departments ever reviewed my evidence despite carting three boxes of it on a dolly to city hall. I was assured that the conspiracy conversation transcribed above was most likely intended for me to hear to scare me off the property as no one had claimed any assault on my behalf, nor any police dispatch for assault ever made.

Shockingly, no one was concerned about the felonious activities of my landlord and in December 2019, I announced to all of the local press and television news teams and to the above organizations that I would begin a peaceful hunger strike until my evidence that I had been reporting for over 2 years without a single investigation into them would be heard. The next day, I coincidentally received an unlawful detainer on my front door.

Chris had just been added as a roommate, and our front door smashed in by a homeless man with an aluminum baseball bat recorded by multiple security cameras that the LL Plaintiff refused to repair for ten days, costing me out of my own pocket unable to leave the home at Thanksgiving because of security reasons. And directly after that, after Chris and I meeting to no avail with the Controller's Office and the FBI field office who refused to open investigations or even look at any evidence, I planned my hunger strike which was preempted by this unlawful detainer. And immediately after the UD posting, the LL Plaintiff changed my water heater and poisoned it, which was confirmed by multiple witnesses and a certified environmental specialist who took water and air samples. The water sickened my two cats, sent myself and two other people to the emergency room more than once, and led to the early and wrongful death of my roommate, Christopher Hefner, who died on March 21 at the age of 39.

I am a peaceful person, radically opposed to war, I do not own a gun or have ever fired a gun in my life, nor do I care to. I am a vegan, a healer, a licensed health practitioner, and have volunteered my assistance to the most impoverished of our society. I have suffered mental distress and exacerbated PTSD from constant harassment from my LL and the employees who work for her upstairs posing as her tenants. She has cost me my livelihood for 7 years, and her negligence and harassment led to my being unable to finish

schooling for an additional license twice due to related habitability-related illness absences. Carbon monoxide leaking into the apartment, as documented by air flow pros, who replaced the furnace and found the substantial carbon monoxide leak - which he described as "running a car" in my apartment - leaving me unconscious and hospitalized and killed my cat as there was no carbon monoxide detector in my unit. In a later instance, my cats were sickened vomiting up kibble that is not their brand, almost killing them. And this year, due to lack of habitability, I have spent now roughly $25,000 in hotel and AirBnB expenses for seven months, afraid to go home as I have no potable water and my apartment is filled with mold.

I have over 20 police reports for harassment and assault, and was discouraged by the SFPD from getting a restraining order, as they told me that Mr. Severance and my LL Plaintiff will just get their own restraining orders against me even if it is made up nuisance calls, which in their experience will end up with all parties having jail time for violating respective restraining orders. I have included a list of dispatched calls from the police about harassment in Exhibit D.

In sum, I have hospitalizations, wrongful death, animal cruelty, lost income, lost schooling, repairs that need reimbursement from the LL, alternative housing as I have had no guarantee of habitability since the Unlawful Detainer was posted on my door in December, multiple police reports of harassment, energy theft, recorded conspiracy led by her legal counsel who suborned perjury, recorded bribes with public officials, fraudulently abated NOVs including lead paint which went 570 days in violation and the loss of services from those unrepaired issues , not to mention the constant slander which flows from the mouth of my LL to anyone who will listen I despite at least four communications for her to cease and desist from doing do. Exhibit E includes an affidavit from the mother of Christopher Hefner who applied to be my roommate and was told by the LL that I was late on rent about to be evicted which was not true, and a host of other lies including that I used drugs, that I am a nuisance to the neighbors, that I engage in elder abuse and told her to stay far away from me as she would not wish anyone the misfortune of knowing me. She also claimed that my lease says that I cannot have roommates, which is another lie. Similar to that my

Similar to that my security camera has recorded her speaking loudly on the sidewalk and across the backyard fence telling neighbors that I am not really a psychologist and that if I am, I should have my license revoked. Worst of all, she has claimed that I abuse elders.

In contrast to my well-documented history, this Unlawful Detainer has been summed up by the Plaintiff in a few sentences from May 2013 to present accusing me falsely of events that have no witnesses other than her employees, no dates, no times, no police reports, no dispatched officers for assault, no charges against me for assault, no medical bills or reports for injuries about assaults, multiple (almost 50 calls) to the SFPD about noise nuisance which the SFPD has confirmed for me that in not a single instance did the arriving officers witness any noise disturbance at all. The false complaints about noise ended in November 2019 when an officer on the front porch threatened to arrest Mr. Severance if he continued to make false nuisance reports.

CHALLENGED BY BEING IN PRO PER, NOT BY CHOICE:

I have petitioned every legal organization for help in this matter and have been unable to find representation after the EDC assigned lawyer, Mr. Pfost, had to move out of town suddenly for a family illness. And with all due respect, the court has not upheld the law to allow individuals to represent themselves without prejudice during Covid. I have made dozens of calls to the Self-Help Access Center in accordance with the rules posted on the website, and I have not had a single returned email or phone call in four months. Likewise, all of my calls to the ADA Disability Advocates for the court have gone unanswered for four months. The EDC will not assign another attorney and outside of filing the answer, they claim they cannot do anything further to assist me or find me representation. For four months, I have been listed on every lawyer referral service, and I have contacted every tenant lawyer in San Francisco more than once, without a response, other than one who consulted in the preparation of the demand for Discovery served to the opposing Counsel.

I take full responsibility for what was served to Mr. Cheung and Mr. Bornstein on 1 July and 14 July. In addition, my consulting attorney who cannot represent me due to a conflict of interest from former employment with them that he has witnessed the suborning perjury of Mr. Daniel Borstein and many of the tactics used against me, including the ones that led to the wrongful death of Christopher Hefner and my hospitalizations, has been used against multiple tenants, not just myself. He claimed special knowledge of their tactics and cited his interest in helping me based upon his witness of their despicable and unlawful practices.

I have other documents and transcriptions I will submit as needed that are communications and police reports made in the summer of 2019 which will provide further evidence of misconduct on behalf the plaintiff and her counsel.

7. I humbly ask this Court to grant the motion requested including any monetary sanctions that would assist me in recovering the immense costs I have had to incur as a result of this fictitious and retaliatory Unlawful Detainer, including the emotional and physical damages I or my pets have incurred as a result, find Mr. Bornstein in contempt of this court for suborning perjury and conspiring to have me arrested on false police reports about assaults that never happened. To be clear, other than a single encounter less than one minute on the sidewalk in front of my residence when my LL requested a copy of my keys which I gave her, I have not seen her in person in nearly two years. Any judgments or orders that is within the power of this Court and the Honorable Judge Haines presiding over it to hold the Plaintiff and her Counsel accountable for their heinous crimes and retaliatory practices against this Defendant, my family and I would be forever grateful.

8. I declare, under the penalty of perjury, under the laws of the Great State of California, that the foregoing is a true and accurate account, and I can personally testify thereto.

Dated: July 22, 2020

Daniel Feldman, in pro. per.

Exhibit A

ONE LEGAL®

Order #14914451: eFiling & eServe

Submitted: 7/15/2020 11:24 AM PT | Attorney: Self Represented

Accepted

7/15/2020 11:24 AM PT

Court Transaction #100106563

Documents

Returned (2)

MOTION FOR ORDER COMPELLING PLAINTIFF TO RESPOND TO DISCOVERY MTC.Form.ROGS.POD.FELDMAN CUD-19-666401 (8.3 MB)

POS-050 eService of MTC 15Jul2020 (666 KB)

Your Files (2)

Document Title	Document Type	Pages	Status
MOTION FOR ORDER COMPELLING PLAINTIFF TO RESPOND TO DISCOVERY MTC.Form.ROGS.POD.FELDMAN CUD-19-666401	Notice of Motion	79	Accepted
POS-050 eService of MTC 15Jul2020	Proof of Service	1	Accepted

eServe Recipients

Name	Email	Status
Daniel Cheung	dcheung@bornstein.law	**Partially Viewed - 7/15/2020 11:27 AM PT** Retrieved - 7/15/2020 11:24 AM PT Notification Sent - 7/15/2020 11:24 AM PT

Case Information

Court

San Francisco County, Superior Court of California (San Francisco-McAllister)

Number

CUD-19-666401

Title
LINDA STEINOFF HOLMES VS. DANIEL FELDMAN ET AL

Message to the Court Clerk

i have a fee waiver for filing

Confirmation Receipt #24007482

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ONE LEGAL

Order #14894084: eServe

Submitted: 7/9/2020 5:02 PM PT | Attorney: Self Represented

Served

7/9/2020 5:02 PM PT

MESSAGE FROM ONE LEGAL: You are responsible for preparing a Proof of Service for this eServe. Learn more »

Documents

Returned (0)

No documents are available.

Your Files (1)

Document Title	Document Type	Pages	Status
Notice of Change of Deposition Date CUD-19-666401	Notice of Deposition	2	Uploaded

eServe Recipients

Name	Email	Status
Daniel Bornstein	daniel@bornsteinandbornstein.com	**Notification Sent - 7/9/2020 5:02 PM PT**
Daniel Cheung	dcheung@bornstein.law	**Notification Sent - 7/9/2020 5:02 PM PT**

Case Information

Court
San Francisco County, Superior Court of California (San Francisco-McAllister)

Number
CUD-19-666401

Title
LINDA STEINOFF HOLMES VS. DANIEL FELDMAN ET AL

Confirmation Receipt #23990659

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Daniel Cheung	dcheung@bornstein.law	**Notification Sent - 7/1/2020 4:48 PM PT**
Feldman, Daniel	danieljfeldmanphd@gmail.com	**Partially Viewed - 7/3/2020 8:20 PM PT** Retrieved - 7/3/2020 8:11 PM PT Notification Sent - 7/1/2020 4:48 PM PT

Case Information

Court
San Francisco County, Superior Court of California (San Francisco-McAllister)

Number
CUD-19-666401

Title
LINDA STEINOFF HOLMES VS. DANIEL FELDMAN ET AL

Confirmation Receipt #23964538

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Exhibit B

WHILE NAPPING NEXT TO THE OPEN WINDOW, I BEGAN LISTENING TO A LOUD CONVERSATION BETWEEN JAMES SEVERANCE (ALIAS), JAZMIN CRUZ (ALIAS), SEAN TRACY, AND A PERSON ON A SPEAKERPHONE OR VIDEO CALL NEXT TO THE OPEN WINDOW ABOVE MINE. THE PERSON CALLING REMOTELY WAS CLEARLY KNOWLEDGEABLE OF THE LAW AND WAS DIRECTING THE NEIGHBORS UPSTAIRS TO MAKE A FALSE POLICE REPORT ABOUT ME ASSAULTING THEM. I CALLED MY FRIEND CHRIS, WHO IS NOW DECEASED BY THEIR HAND ON MARCH 21, AND PLACED A MICROPHONE WITH HEADPHONES INTO MY WINDOWSILL. I WAS UNABLE TO RECORD FROM THE MICROPHONE BUT BITS OF THE CONVERSATION CAN BE HEARD ON MY IPAD WHERE I BEGAN RECORDING. WHILE CHRIS WAS ON HIS WAY TO MY APARTMENT, I DICTATED INTO MY IPAD EXACTLY WHAT I WAS HEARING. THIS VIDEO RECORDING FROM MY IPAD IS TIME STAMPED MAY 8TH 2019 15:14 AND WAS SHARED WITH MY FAMILY, THE SFPD PARK DISTRICT, AND THE DISTRICT ATTORNEY'S OFFICE IN THE SPRING/SUMMER OF 2019.

THIS TRANSCRIPT IS ONLY OF MY VOICE ON THE RECORDING LISTENING TO THE CONSPIRACY TO SUBORN PERJURY (AS I NOW KNOW, MY LL WAS REPRESENTED BY DANIEL BORNSTEIN AT THE TIME OF THIS RECORDING), AND MAKE FALSE POLICE REPORTS WITH THE INTENT TO HAVE ME ARRESTED FOR A SELF-INFLICTED INJURY THAT THE THREE RESIDENTS UPSTAIRS WOULD BEAR FALSE WITNESS TO POLICE THAT I HAD PERPETRATED IT.

EXHIBIT A
TRANSCRIPT OF IPAD VIDEO THAT STARTED UPON MY HEARING THROUGH MY BEDROOM WINDOW A VIDEO OR SPEAKERPHONE CALL BETWEEN MY UPSTAIRS NEIGHBOR WITH LEGAL COUNSEL ABOUT A CONSPIRACY TO HAVE ME ARRESTED ON FALSE CHARGES

OK, I'm recording this now. It's 3:14 PM on May 8th, 2019. And what I'm listening to is.... I have just put on my windowsill, I have a microphone placed. I can't get it to record right now, but um, you know. 'cause you can hear them without a microphone.

And they were talking about planning a fake assault. He's discussing this with the girl that is there with him who goes by the name... I believe her name is Maddie [Jazmin] or

something like that... I can look it up exactly... and Sean Tracy and James is talking about staging some event where I'm like gonna stab [James] or something like that. And [Sean and Jazmin] saying like "Do you really want to do this," and "does he really deserve it?" And James is like "Yeah he deserves it."

James is going on and on, and I'm listening to the conversation right now and so they have umm [listening] they... they are planning something he's gonna um [listening] and they're going to back him up. That's what he says. It's going to be a fake assault, they're going to hand me a restraining order. And they're talking about getting a restraining order against me for assault, for an assault I haven't yet done, but I'm going to do, evidently. So I'm just listening to this right now, live and um... [Listening]

He's got some other people helping him. I'm not sure what, what [their Legal Counsel] is doing but they've got some [listening]... some material thing involved with it too, 'cause he's got something that they're handling. [Listening] Right now. [Sean and Jazmin] saying "Well if you really wanna do this" and [James] says "Yeah" and [Sean and Jazmin] are like "We'll back you up and" [Listening] So they're....

[Taking off headphones] I'm just listening to them live so, I just want to hear clearly, sorry for the headphones on my microphone, but yes I can hear it right from my window [without headphones].

[Commentary to the camera]: Anyway, you know I just. I don't know what to do 'cause I've already reported this kind of thing to the police and they've done nothing about it. And I'm very scared at the moment. I called Chris to come over to help me. Hold on. [Listening].

So Sean and the girl are going to be accessories to...wait [Listening] [Legal Counsel on the phone] is basically saying, is that you know, once I have made a violent assault, then, then they can evict me from the building. [Listening]. One second, they're all kind of talking at once, I can't make out.... [Listening]. Alright. Whatever it is they're getting ready to do, it will be like soon, like NOW. [Listening].

So they are going to fake an assault. And call the police and call an ambulance and have them come in and arrest me at my apartment. [Listening]

[COMMENTARY TO THE IPAD CAMERA]: I'm listening to this right now, live, it's just.... All this goes back to because I reported them for the drug sales and stuff they have

been doing upstairs which has been protected by the police and [the SFPD] has done nothing for years. Nothing. I'm done. [Listening with audible footsteps on floor upstairs and conversation coming through the window in the background.] Can't make out what they were just saying.

The girl is very apprehensive about this. [Listening.] He is going to fake an assault.

[Listening.] Something about a hacker, a hacker? Hacking into my computer. I don't understand that. Something about hackers. I don't understand. [Listening.] [James is] really amped up and [the Legal Counsel] is telling him to slow down and there is some talk about their drug manufacturing thing, whatever that is. There's lots of [background] noise [Listening.]

[Jazmin] just said "So why not try talking to him?" [Listening.] [James] says "For six years he's done, he's done nothing but...." I can't hear it, but he is talking about me for sure. [Listening]

[Commentary to iPad camera]: I don't know what to do. And I've called the police so many times. I don't know what to do. He has continually harassed me and my cats. [Crying] Oh my God? I am sick to my stomach. [Crying and getting dressed] I'm just..... [Listening.] I'm very upset. [Listening with audible conversation from upstairs in the background.] I don't know what to do. I don't know what to do. I am just harassed by them constantly and now THIS. I am sick to death of this shit. It's all because I reported on Linda [about the narcotics manufacturing], and then she talked with that psychiatry resident who called her when my cats were poisoned, and I was very upset about it. And, he called her and she she told him I assaulted her too. I'm the most peaceful person! I've had my Healthcare taken away and everything because of this. And no one will help me. No one will help me. I'm not a violent person at all! I am vegan for crying out loud, because I don't even want to hurt animals. I've been vegan for 10 years and I can't believe this.

Oh wait, they had walked to the front of the house but now they are back. [Listening.] Where to plant something like...? Find someplace to plant... whatever this evidence, whatever this thing is, that they've got. And put it down WHERE? [James' is] gonna put it.....? [Listening.] [The Legal Counsel] is helping them to figure out where to put something to blame it on me. Something like that... I wish I could record this [microphone] and have it recorded. [Listening.] They are going to plant something and then gonna have the police come in and arrest me. And he's gonna pretend like he has been assaulted. That's

the best I can make out. [Listening.]

They are [discussing] putting something by the air...? [Listening.] Prescriptions for something? Huh? [Listening.] Now Sean is coming up with something. [Listening.] Basically them saying it's the three of their words versus mine. They're planning to do it right now or something. That's what they're getting ready to do. [Listening.] I'm scared, I'm scared, I'm so scared. [Listening.] They're going to put something where there's an air intake. I don't understand what that [air intake] is. I don't know. [Listening.]

[Commentary to iPad camera]: So this is all to protect their drug business they've had here for 20 years with Linda protected by police, this been protected by..... I know it's protected by the police because when I called the Narcotics division to report [at the urging of Inspector Patrick Overstreet of SFPD Park Station] that there was a drug lab in the building, within 4 hours (it's like 4:30 in the morning, 5:00 in the morning, a year and a half ago when I reported it) they had, they had... Linda shows up and meets with James and [Reggie] and they start moving everything out of the building. The first thing that they do is take the numbers off, the house numbers off, of his door. They're still off the door. I painted them back on with a marker, but then I was told by the police that I can't do that either since that would be vandalism, but there's no house number, so that when I reported their house number, their house number had been taken down immediately [by Linda and James at 4:30 in the morning], all within four hours of me calling the Narcotics Division of the SFPD. [The SFPD] then refused to open a case. They didn't get back to me for weeks. They said that they surveyed the house with street surveillance [for a day months later] and that they didn't see anything and that was it. That was the extent their investigation went. I told them that they could come in my home, that they can hear everything in my home. They can see all the activity that goes on in front of the building at night, in the garage at night. And [the SFPD] refused to do that. And now I'm going to be framed for something and put in jail. This is what they're trying to do. Or hurt me in the process, or something, I don't know. I also reported on December 31st, I believe it was, of not this past year, but the year before.... [Listening.]

[They're saying] something about my cats now! What the ****? [Listening.] Hold on. [Listening.] They're going to do something to my cats? [Listening.] 2 3 what? [Listening.] There's a bus going by, can't hear. [James is saying] that this is all my fault: "Just get him arrested, just get him arrested!" Repeats "Just get him arrested!" [James] just keeps saying it! "Just get him arrested. Just get him arrested."

I just received a message. A text from Chris. I just got a phone call. [Looking at phone]

Sean is now sitting outside, and he was sitting outside for a couple hours [earlier] and is very distraught.. Sitting on the curb. I'm looking at the video [security camera] of the front porch. And there he was a couple hours ago. [Sean] is very distraught about this. Just sitting on the curb for hours. I've never seen him like this. Never.

[Crying]
[Reading text message]. I miss you little brother. [Listening.]
[Crying and listening to some drilling from upstairs].

EXHIBIT C

EXHIBIT C: 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

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

EXHIBIT D

SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT

Department of Emergency Management
Division of Emergency Communications - Custodian of Records
1011 Turk Street
San Francisco, CA 9410:
(415) 558-3826

CALL NO	REPORT NO	ENTRY DATE	ENTRY TIME	CLOSE TIME	PRIORITY	CALL TYPE	1ST UNIT	DISP	LOCATION	APT
160563154	PD160166584	2/25/2016	18:07:25	20:31:38	A	801	3F14D	REP	884 14TH ST, SF	A
160634023		3/3/2016	23:47:26	23:56:59	C	415	3F109	UTL	884 14TH ST, SF	
161812352	PD160528003	6/29/2016	14:36:19	17:39:03	C	488	3F12D	REP	884 14TH ST, SF	
161823668		6/30/2016	20:54:52	20:56:46	I	7A	3F2D	HAN	884 14TH ST, SF	
162021713		7/20/2016	12:36:08	15:17:25	C	488	3F44	HAN	884 14TH ST, SF	
162092496	PD160606091	7/27/2016	16:06:01	19:51:24	C	488	3F12D	REP	884 14TH ST, SF	
163333698		11/28/2016	20:35:41	20:59:29	B	910	3F11D	HAN	884 14TH ST, SF	
170130318		1/13/2017	04:42:42	04:52:26	B	4.17E+02	3F14E	GOA	884 14TH ST, SF	
170160871	PD170041697	1/16/2017	08:39:46	12:11:32	C	459	3F14A	REP	884 14TH ST, SF	
170171624		1/17/2017	12:15:24	12:47:35	B	910	3F14A	HAN	884 14TH ST, SF	
170213100		1/21/2017	20:09:30	22:02:33	C	418	3F14E	HAN	884 14TH ST, SF	A
170761004		3/17/2017	09:11:49	09:19:00	C	588		CAN	884 14TH ST, SF	
171804149		6/29/2017	23:12:33	23:42:46	C	418	3F14E	HAN	884 14TH ST, SF	
171804120		6/29/2017	23:02:26	23:02:26	I	000L			884 14TH ST, SF	
173131892		11/9/2017	13:15:04	13:46:31	B	910	3F14A	HAN	884 14TH ST, SF	
173131461		11/9/2017	11:20:51	11:31:32	B	904	3F14A	HAN	884 14TH ST, SF	
173130052	PD170913648	11/9/2017	00:23:10	02:42:09	C	650	3F14E	REP	884 14TH ST, SF	
173141498		11/10/2017	11:34:14	14:08:36	I	0	2R03F	ND	884 14TH ST, SF	
173182394		11/14/2017	14:45:06	15:41:09	B	904		CAN	884 14TH ST, SF	
173223040		11/18/2017	18:48:52	19:52:54	B	591	3F13D	HAN	884 14TH ST, SF	LOWER
173231237		11/19/2017	10:39:47	11:18:15	B	418	3F14A	HAN	884 14TH ST, SF	
173240113		11/20/2017	00:56:35	01:17:10	B	602	3F14E	NOM	884 14TH ST, SF	LOWER LEVEL
173322417		11/28/2017	15:05:01	19:16:44	I	0	2R03F	ND	884 14TH ST, SF	
173381839		12/4/2017	12:30:46	12:30:46	I	000L			884 14TH ST, SF	
173431479	PD170996086	12/9/2017	10:37:51	15:30:41	C	488	3F14A	REP	884 14TH ST, SF	

173531165		12/19/2017	10:18:13	10:51:10	B	488	3F14A	HAN	884 14TH ST, SF
173613836		12/27/2017	21:51:00	23:05:27	C	418	3F14D	HAN	884 14TH ST, SF
173621723		12/28/2017	12:48:23	16:21:00	C	416		CAN	884 14TH ST, SF
173621513		12/28/2017	11:56:37	11:56:37	I	416L			884 14TH ST, SF
173652761	PD171055554	12/31/2017	18:58:04	18:58:04	C	0		REP	884 14TH ST, SF
180051861		1/5/2018	13:06:06	13:22:17	C	909	3F44B	ABA	884 14TH ST, SF
180051192		1/5/2018	10:27:27	10:44:03	C	418	3F43A	HAN	884 14TH ST, SF
180383044		2/7/2018	17:31:53	20:15:50	I	7A	3F35C	HAN	884 14TH ST, SF
180453744		2/14/2018	19:50:06	01:02:59	I	7I	3F35C	HAN	884 14TH ST, SF
180472950		2/16/2018	17:37:30	18:32:42	I	7I	3F35C		884 14TH ST, SF
180533844		2/22/2018	20:52:49	21:22:07	I	7I	3F135		884 14TH ST, SF
180572876		2/26/2018	16:55:43	19:40:43	C	909	3F14D	HAN	884 14TH ST, SF
180571380		2/26/2018	11:03:00	11:03:00	I	416L			884 14TH ST, SF
180594295		2/28/2018	23:19:39	23:45:18	A	602	3F14E	ND	884 14TH ST, SF
180602842	PD180161360	3/1/2018	16:55:43	17:38:42	A	222	3F14D	REP	884 14TH ST, SF
180603590		3/1/2018	20:16:40	20:37:29	C	903	3F35A	HAN	884 14TH ST, SF
180611639		3/2/2018	12:11:22	13:34:52	A	801	3F90	HAN	884 14TH ST, SF
180612818		3/2/2018	17:29:30	17:29:30	I	000L			884 14TH ST, SF
180982910		4/8/2018	18:38:09	19:21:57	B	418	3F14D	HAN	884 14TH ST, SF
181042537		4/14/2018	16:38:38	16:38:38	I	418L			884 14TH ST, SF
181072381		4/17/2018	14:37:55	14:56:31	A	801	3F44B	ND	884 14TH ST, SF
181252481		5/5/2018	15:23:34	15:57:24	C	415	3F14D	NOM	884 14TH ST, SF
181972037		7/16/2018	14:44:31	16:17:47	C	415	3F14D	GOA	884 14TH ST, SF
182000088		7/19/2018	00:55:50	02:50:10	C	909	3F14E	HAN	884 14TH ST, SF
182393340		8/27/2018	18:26:44	19:41:25	C	415	3F14D	UTL	884 14TH ST, SF
182393868		8/27/2018	20:58:13	00:05:07	C	415	3F14E	UTL	884 14TH ST, SF
182424216		8/30/2018	23:29:29	23:32:13	I	415	2R03F	ND	884 14TH ST, SF
182450003		9/2/2018	00:01:35	01:15:48	C	415	3F13E	GOA	884 14TH ST, SF
182463511		9/3/2018	22:36:19	00:48:19	C	415	3F14E	UTL	884 14TH ST, SF
182644330		9/21/2018	22:58:31	23:38:44	C	650	3F13D	NOM	884 14TH ST, SF
182643463		9/21/2018	18:56:23	19:09:44	B	418	3F13D	UTL	884 14TH ST, SF
182653873		9/22/2018	22:28:27	22:55:19	C	415	3F4E	NOM	884 14TH ST, SF
182654051		9/22/2018	23:19:01	01:22:00	C	415	3F2E	UTL	884 14TH ST, SF
182774559		10/4/2018	22:52:57	00:03:40	C	415	3F14E	UTL	884 14TH ST, SF

CERTIFIED COPY
of original record on file in
Office of Custodian of Records
DO NOT REMOVE
Dept. of [illegible]
City & County of San Francisco

DOWNSTAIRS

182771074	10/4/2018	09:17:21	10:00:25	B	910	3F4A	GOA	884 14TH ST, SF
182774453	10/4/2018	22:25:53	22:42:34	B	418	3F14E	HAN	884 14TH ST, SF
182783773	10/5/2018	20:05:36	20:51:52	B	418	3F14D	HAN	884 14TH ST, SF
182963851	10/23/2018	21:13:47	02:26:35	C	418	3F13E	HAN	884 14TH ST, SF

SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT

Department of Emergency Management
Division of Emergency Communications - Custodian of Records
1011 Turk Street
San Francisco, CA 9410:
(415) 558-3826

CALL NO	REPORT NO	ENTRY DATE	ENTRY TIME	CLOSE TIME	PRIORITY	CALL TYPE	1ST UNIT	DISP	LOCATION	APT
170130345		1/13/2017	05:14:06	05:21:58	C	915	3F53	GOA	886 14TH ST, SF	
173483985		12/14/2017	20:36:18	20:36:18	I	650L			886 14TH ST, SF	
173484236	PD171011829	12/14/2017	21:52:21	21:52:21	C	0		REP	886 14TH ST, SF	

RADIO CODES

Suffixes and Radio Code Modifiers:

L	Logged/Advised call
Red	Felony want or record
A	Audible
DV	Domestic Violence
S	Silent or Shot Spotter
X	Female
J	Juvenile
EA	Elder Abuse
CA	Child Abuse
CR	Crisis Intervention Team Response
CODE 3	EMERGENCY RESPONSE
CODE 4	No Further Assistance Required (Specify Reason)
CODE 33	EMERGENCY - CLEAR CHANNEL
10-1	Receiving Poorly
10-2	Receiving Well
10-4	Message Received
10-7A	Out of Service (Administrative Duties)
10-7B	Out of Service (Beginning of Watch)
10-7C	Out of Service (Court)
10-7E	Out of Service (End of Watch)
10-7F	Out of Service (Follow-up)
10-7G	Out of Service (Gas/Garage)
10-7I	Out of Service (Investigation)
10-7M	Out of Service (Meal)
10-7R	Out of Service (Range/Radio Shop)
10-7S	Out of Service (Station)
10-7T	Out of Service (Traffic Control/Training)
10-8	In Service
10-8F	In Service (Foot Patrol)
10-9	Repeat last message
10-13	Advise condition at scene
10-20	Location
10-22	Cancel
10-23	Standby temporarily
10-25	RESPOND AS BACKUP (Specify code & number of units)
10-28	Vehicle registration information
10-29	Warrant/Record/Vehicle Check
10-30	Stolen Vehicle/Wanted Person
10-31	Person has an arrest record
10-32	Person or vehicle is not wanted
10-34	Confidential information follows
10-35	Person must consent to search
10-36	Emergency notification
10-43	Of interest to Special Investigations
10-96	Marked units stay out of area
10-97	Arrived at scene
10-98	Enroute to new location
100	Alarm (Audible or Silent)
148	Resisting Arrest
152	Drunk Driver
187	Homicide
200	RAT Signal Activation
207	Kidnapping
211	Robbery
212	Strong-arm Robbery
213	Purse snatch
216	Shots Fired
217 (M)	Shooting (Tied w/Medical)
219 (M)	Stabbing or Cutting (Tied w/Medical)
221	Person with a gun
222 (CR)	Person with a knife (Crisis Call)
240	Assault/Battery
245	Aggravated Assault/ADW
261	Rape/Sexual Assault (Victim over 14yrs)
288	Sexual Assault (Victim under 15 yrs)
311	Indecent Exposure
368EA	Elder Abuse
400	Demonstration/Pickets
404	Riot
405	Citizen holding a prisoner
406	OFFICER NEEDS EMERGENCY HELP
407	Prisoner Transportation
408	Ambulance
409	Tow Truck
410	Requested assistance responding
415	Noise Complaint/Disturbing the Peace
416	Citizen Standby
417	Person ringing doorbells
418	Fight or Dispute (No weapons)
419	Fight with weapons (Specify the weapon)
420	Juvenile disturbance
421	Positive Youth Interaction
423	Citizen/Community Engagement
459	Burglary
470	Fraud
487	Grand Theft
488	Petty Theft
496	Receiving Stolen Property
518	Vehicle Accident-No Injury
519	Vehicle Accident-Injury
520	Aided Case
527	Bonfire
528	Fire
529	Explosion
530	Bomb Threat
531	Suspected explosive device found
532	Suspicious Mailing
535	Possible Hazardous Materials Incident
585	Traffic Stop
586	Traffic congestion
587	Parking Violation
588	Driveway Violation
594	Malicious Mischief/Vandalism
595	Malicious Mischief/Graffiti
596	Abandoned Vehicle
600	Roadblock
601	Trespasser
602	Person breaking in
603	Prowler
646	Stalking
647B	Prostitute
650	Threats
799	Senile Person
800 (CR)	Mentally disturbed person (Crisis Call)
801 (CR)	Person attempting suicide (Crisis Call)
802	Coroner's case
805	Truant
806	Juvenile beyond control
807	Missing Juvenile
809	Missing Person
811	Intoxicated person
819	Rolling of a drunk
851	Stolen vehicle
852	Auto boost/strip
853	Recovered stolen vehicle
901	Telephone station(or other location)
902	Return to station
903	Passing calls
903P	Passing Calls City Parking Lots
904	Meet an officer(non emergency)
905	Meet with a City/Public Service employee
908	MUNI Bus Inspection Program
909	Interview a citizen
910	Check on well being
911	Broken window
912	Person dumping trash
913	Unknown type of complaint
914	Person down
915	Homeless related call for service
916	Suspicious person in a vehicle
917	Suspicious person
918	Person yelling/screaming for help
919	Person sitting/lying on a public sidewalk
920	Aggressive solicitor
1000	Escape from JJC
5150	Mental Health Detention

San Francisco Sheriff Department Radio Codes

10-6C	Homecheck
10-6E	EOD/EDD (Explosive Detection Dog)
10-6F	Financial Institutions
10-6H	Detailed to Hospital
10-6K	Keepers
10-6M	Miscellaneous Civil Processes
10-6N	Narcotics
10-6P	Postings
10-6T	TRO (Temporary Restraining Orders)
10-6V	Evictions
10-6W	Warrants

Dispositions:

ABA	Abated
ADM	Admonished
ADV	Advised
ARR	Arrest
CAN	Cancel
CSA	CPSA assignment
22	Cancel
CIT	Cited
CRM	Criminal Activation
CRT	Crisis Intervention Team
GOA	Gone on Arrival
HAN	Handled
NCR	Non-Criminal
ND	No Disposition
NOM	No Merit
PAS	Premises Appears Secure
REP	Report
UTL	Unable to Locate
VAS	Vehicle Appears Secure

Updated November 2016

SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT
Custodian of Records

Request for Dispatch Records

(San Francisco Sunshine Ordinance, Administrative Code §67.1 seq.)

Date of Request: 1 November 2018 **NOTE: No Same Day Service Available**

Requestor Name: Daniel Joseph Feldman, Ph.D.

Address: 884 14th St

City/State/Zip: San Francisco CA. 94114 Telephone: (307) 699-3223

Records Requested: [X] CAD Printout [X] Telephone Audio ($35) [X] Radio Audio ($35)
[ ] Other (specify): _____

CAD Number: _____ Case or Incident Number: _____

Date of Incident: All incidents from 3/15/2013 to 11/1/2018 Time of Incident: _____

Incident Location: 884 / 884A / 886 14th St, SF CA 94114

Other identifying information or details (be specific): All incidents reported for dispatch sent to the building located at 884 / 884A / 886 14th St

DEPT. OF EMERGENCY MANAGEMENT
2018 NOV -5 PM 2:07

Method of Delivery: (please check the requested method of delivery)

Please Note: We currently cannot produce records in a digital format.

[ ] I would like to **inspect** the records. Please advise me when the records are available for inspection at location designated by the Department of Emergency Management.

[X] I would like to **pick up** copies of the records from Department of Emergency Management Headquarters. Please advise me when the records are ready. I understand that I must pay any applicable fees before the Department will release the copies to me.

[ ] Please **mail** the records to the address above. I understand that I must pay any applicable fees before the Department will send the records.

Fee Schedule for Non-City & County Entities: (City & County Departments DO NOT use this request form)

Audio = $35.00 per CD **(To avoid a delay in receipt of records, please include payment with request)**
Please pay the exact amount due. We cannot make change or accept partial payments.
Other Records = no charge if under 100 pgs.; $ 0.10 per pg. if greater than 100 pgs.

For Office Use Only

Date Completed: _____ Completed By: _____
Comments: _____

EXHIBIT E

Gmail

Daniel Feldman <danieljfeldmanphd@gmail.com>

move In

1 message

sandi hefner <dustycoe@yahoo.com>
To: Daniel Feldman <danieljfeldmanphd@gmail.com>

Tue, Mar 5, 2019 at 4:31 PM

I want to thank you for speaking and meeting with me about the apartment. I understand that I would have the two bedrooms and paying 1/2for the rent, 1/2 food, and the PG&E. You would be paying for the other 1/2 food, rent, and cable/internet. You were also aware that I would be using my section 8 voucher, and that the housing department would have to come and inspect the apartment to be sure that it meets their rules. I also asked for the Landlords number as I wanted to be sure that she was going to be ok with this arrangement. You gave me Linda's number and gave her a call and this is what she had to say about the arrangement we were about to do.

Wanted to know if she received my 2 previous calls about moving in with Daniel?
A..Yes I even called you back a few days ago and left a message.
Me: I checked my phone records and there was no call from her.

I had left her a message the 2 time I called and had ask some simple questions. She responded
A.. Yes she had a problem with Daniel wanting to take on a room mate. She was volunteering that per his lease he could not sub-lease. And plus he was 2 months behind on his rent Oct and Nov.

Stated to her that I had some questions to ask her about Daniel?
A.. She stated she had no problem answering my questions.

Does Daniel drink, smoke or do any kind of drugs?
A.. Yes he states that he does all the above.

Do you had any complaints about his behavior?
A.. Yes he yells at me and treats me like I am nobody. Plays his music to loud. I don't know anything about you or your background. You seem like a nice enough person so if were you I'd think twice before moving with him, cause he might treat you the same way.

I asked her if she had any questions about me.or about me moving in? And about having SF Housing Authority to come out and check out the apartment to be sure it meets requirments per section 8, and PG&E to inspect for change of ownership in the utilities
A.. Yes I do, as part of his lease he has no right to sub-lease to anyone or have anyone live with him, .

So with that she wanted to get off the phone cause I brought up the issue of housing inspection and the changing the PG&E to my name.She wanted to get off the phone it was dinnertime.

Thank you for your time in this matter.
Good Luck for you
Sandra Duncan-Hefner

Sandra Duncan-Hefner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA COUNTY OF San Francisco

Subscribed and sworn to (or affirmed) before me on this 25 day of March 2019 by Sandra Jane Duncan

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KELLY CHIN
Notary Public - California
San Francisco County
Commission # 2150390
My Comm. Expires Apr 23, 2020

TESTAMENTARY AFFIDAVIT

STATE OF California

COUNTY OF San Francisco, SS.

Before me, the undersigned authority, on this day personally appeared Daniel J. Feldman, testator, Julie Tran, witness and Yi Pan, witness, known to me to be the testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, and, all of these persons being by me duly sworn, the testator declared to me and to the witnesses in my presence that the instrument is the testator's last will and that the testator has willingly signed or directed another to sign for him, and that the testator executed it as the testator's free and voluntary act for the purposes therein expressed, and each of the witnesses stated to me, in the presence of the testator, that they signed the will as witnesses and that to the best of their knowledge the testator was eighteen (18) years of age or over, of sound mind and under no constraint or undue influence.

Daniel J. Feldman
Testator Signature

Witness Signature

Witness Signature

Subscribed and sworn to before me by the said testator and the said witnesses, this 3rd day of June, 2019.

Notary Public

My Commission expires:
FEB 11th 2021

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PUNAMBHAI PATEL
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2178668
SAN FRANCISCO COUNTY
My Comm. Exp February 11, 2021

State of California
County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 3rd day of JULY 2019.
by DANIEL J FELDMAN
proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature

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
FILED
Superior Court of California, County of San Francisco
07/21/2020
Clerk of the Court
BY: ERNALYN BURA ~~Deputy Clerk~~

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 Department 501

CASE NUMBER: CUD-19-666401

PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF

DEFENDANT/RESPONDENT: FELDMAN, DANIEL

JUDICIAL OFFICER:

DEPARTMENT:

PROOF OF ELECTRONIC SERVICE

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):*
   DECLARATION OF DEFENDANT DANIEL FELDMAN IN SUPPORT OF MOTION FOR ORDER COMPELLING DISCOVERY 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):* 22 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: 22 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)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

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)

Department 501

NO. CUD-19-666401

Notice of Time and Place of Trial

AMENDED ORDER

TO: ALL COUNSEL AND SELF-REPRESENTED LITIGANTS

YOU ARE HEREBY NOTIFIED that this case is set for Jury TRIAL on Sep-08-2020 at 9:00 am in Department 501, 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514. This rescheduling is pursuant to Emergency Rule 1, California Rules of Court.

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: JUL-24-2020

CHARLES F. HAINES

JUDGE

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 JUL-24-2020 I served the attached Notice of Time and Place of Trial 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 : JUL-24-2020 By: JOSE RIOS-MERIDA

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

DANIEL FELDMAN
8809 DENINGTON DRIVE
LOUISVILLE, KY 40222

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
FILED
Superior Court of California, County of San Francisco
07/30/2020
Clerk of the Court
BY: RONNIE OTERO
Deputy Clerk

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 Department 501

CASE NUMBER: CUD-19-666401

PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF

DEFENDANT/RESPONDENT: FELDMAN, DANIEL

JUDICIAL OFFICER:

DEPARTMENT:

PROOF OF ELECTRONIC SERVICE

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):*
   Statement for Continued MTC Hearing 30 July 2020 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):* 30 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: 30 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)

Daniel J. Feldman
(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

Daniel Joseph Feldman
8809 Denington Drive
Louisville, KY 40222
Telephone: (307) 699-3223

In pro. per.

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
07/30/2020
Clerk of the Court
BY: RONNIE OTERO
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 Number: CUD-19-666401 DEFENDANT FELDMAN STATEMENT REGARDING STATUS OF DEPOSITION AND OUTSTANDING DISCOVERY Date: July 30, 2020 Time: 9:30 a.m. Location: Department 501

TO THE HONORABLE JUDGE HAINES AND THE SUPERIOR COURT:

This statement is prepared at your request to support the continuance of the hearing to consider a Motion to Compel Discovery Requests to be held at 9:30 a.m. on July 30, 2020, in Dept. 501, of this court, located at 400 McAllister Street, San Francisco.

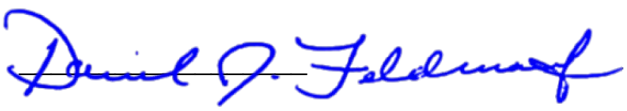
Following the hearing held on July 22, 2020, I heard from Mr. Cheung that his client was willing to meet for a remote deposition only and provided me with several dates. Upon my insistence that the deposition be held in-person at the offices of US Legal with a court reporter and videographer where they are Covid compliant, handling regular daily in-person depositions at their office on Mission Street without issue, I have had only one response back from Mr. Cheung where he stated his client refuses to meet in-person as she is elderly and prefers to not come into San Francisco. I wrote him a reply that I prefer an in-person deposition and that the Plaintiff's claims have no merit as I have security camera footage of the Plaintiff speaking loudly

on the street as late as May 2020 to the neighbors. And Mr. Cheung has failed to provide dates for an in-person deposition. In the single phone call of a couple minutes on 21 July, I explained to Mr. Cheung that the deposition facility is Covid compliant, and he hung up the phone in my ear after yelling "No!" It is important that I am allowed an in-person deposition where it can be assured that the deposition responses are made with undue influence from Plaintiff counsel or other sources.

Furthermore, on July 29, the date set by this court for responses to admission, interrogatories, and document production, at 4:30pm I received a wholly incomplete and inadequate set of unverified responses with baseless objections from Mr. Cheung. For example, in the Form Interrogatory General Set One and Unlawful Detainer Set One, Plaintiff imposed baseless objections throughout, and despite denying the admission to 17.1, failed to answer for ANY of the 32 admission denials that were made. The Request for Admissions Set One imposed baseless objections such as "Not reasonably calculated to lead to the discovery of admissible evident," and they are also unsigned and without verification. And in the Demand for Documents Set One, Plaintiff imposed baseless objections as well as failed to produce all the documents they agreed, even though their response states they would produce them. And finally, they claimed privilege as to some demands, but failed to provide a privilege log.

Initially, Plaintiff failed to provide timely responses, thus all objections are waived, including those based upon privilege and work-product. They are now imposing belated, untimely and baseless objections throughout this process and refusing to supply dates for an in-person deposition after the initial non-appearance.

Dated: July 30, 2020



Daniel Feldman, in pro. per

Exhibit A

Gmail **Daniel Feldman <danieljfeldmanphd@gmail.com>**

Discovery responses

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Wed, Jul 29, 2020 at 9:59 PM
To: Daniel Cheung <dcheung@bornstein.law>
Bcc: Jonathan Bornstein <jonathan@bornsteinlaw.com>

Dear Mr. Cheung:

Per the tentative ruling request for a Joint Statement by 9am, could you please call me at 830am? I am reading through the responses now and will not be prepared to discuss this before that time. Please confirm by 8am tomorrow.

Warmest regards,

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist (NYS#014127)
884 14th St
San Francisco, CA 94114
(307) 699-3223

[Quoted text hidden]

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

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 Department 501

CASE NUMBER: CUD-19-666401

PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF

DEFENDANT/RESPONDENT: FELDMAN, DANIEL

JUDICIAL OFFICER:

DEPARTMENT:

PROOF OF ELECTRONIC SERVICE

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):*
   Proposed Joint Statement for Continued MTC Hearing 30 July 2020 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):* 29 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: 29 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)

Daniel J. Feldman
(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MINUTES

September 15, 2020	Department: 306
LINDA STEINOFF HOLMES PLAINTIFF VS. DANIEL FELDMAN et al DEFENDANT	Case Number: CUD-19-666401 Nature of Cause: U.D. Jury Trial / Settlement

Present:

Judge: RICHARD B. ULMER
Reporter: Not reported

Clerk: CLARK BANAYAD
Bailiff: None

Appearing for Plaintiff (s):

Daniel M. Bornstein, Esq.
Daniel H. Cheung, Esq.
BORNSTEIN LAW
507 Polk Street, Suite 310
San Francisco, CA 94102
T. 415-409-7611
E. daniel@bornstein.law

Appearing for Defendant(s):

Daniel Feldman
8809 Denington Drive
Louisville, KY 40222
T. 307-699-3223

Defendnat In Pro Per

The above-entitled cause comes on calendar this day, having been assigned from Department 206, for Jury Trial. The Court, courtroom staff, counsel and parties are present as noted above.

The parties address the possibility of settlement. The Court allows the parties to engage in settlement negotiation outside its presence. The case settles. The parties enter into a signed agreement, Stipulation for Entry of Judgment.

Court adjourns.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MINUTES

September 15, 2020	Department: 306
LINDA STEINOFF HOLMES PLAINTIFF VS. DANIEL FELDMAN et al DEFENDANT	Case Number: CUD-19-666401 Nature of Cause: U.D. Jury Trial / Settlement

Present:

Judge: RICHARD B. ULMER
Reporter: Not reported

Clerk: CLARK BANAYAD
Bailiff: None

Appearing for Plaintiff (s):

Daniel M. Bornstein, Esq.
Daniel H. Cheung, Esq.
BORNSTEIN LAW
507 Polk Street, Suite 310
San Francisco, CA 94102
T. 415-409-7611
E. daniel@bornstein.law

Appearing for Defendant(s):

Daniel Feldman
8809 Denington Drive
Louisville, KY 40222
T. 307-699-3223

Defendnat In Pro Per

The above-entitled cause comes on calendar this day, having been assigned from Department 206, for Jury Trial. The Court, courtroom staff, counsel and parties are present as noted above.

The parties address the possibility of settlement. The Court allows the parties to engage in settlement negotiation outside its presence. The case settles. The parties enter into a signed agreement, Stipulation for Entry of Judgment.

Court adjourns.

Daniel Marc Bornstein (SBN 169159)
Daniel Cheung (SBN 264971)
Bornstein Law
507 Polk Street, Suite 410
San Francisco, CA 94102-3396
Telephone: (415) 409-7611
Facsimile: (415) 409-9345

Attorneys for Plaintiff

FILED
San Francisco County Superior Court
SEP 15 2020
CLERK OF THE COURT
BY: J. Murphy
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 STIPULATION FOR ENTRY OF FUTURE JUDGMENT.

Plaintiff(s) Linda Steinhoff Holmes (hereinafter "plaintiff") and defendant(s) Daniel Feldman (hereinafter "defendant") hereby freely and voluntarily stipulate and agree as follows:

1. **IT IS HEREBY STIPULATED THAT PLAINTIFF SHALL HAVE JUDGMENT AGAINST DEFENDANT IF DEFENDANT FAILS TO DO THE FOLLOWING:**

a. Defendant warrants that defendant is the only tenant and/or occupant at the SUBJECT PREMISES, 884 14th Street, San Francisco, CA.

b. Defendant shall vacate 884 14th Street, City and County of San Francisco, State of California, (hereinafter "subject premises") on or before 5:00 p.m., October 15, 2020. "Vacate" means to leave the premises free of all occupants, ~~personal possessions~~ and debris, and in broom-clean condition, and to deliver all keys and garage door openers, if any, to plaintiff or plaintiff's agent.

Linda S. Holmes
Plaintiff

DF
Defendant

Defendant

Defendant

Dated:

c. On or before _____, defendant shall dismiss with prejudice all complaints, arbitration(s), petitions or any other matters before the Residential Rent Stabilization and Arbitration Board, City and County of San Francisco, and any City, County, State or Federal governmental agency and/or department regarding or relating in any manner whatsoever to plaintiff, defendant and/or the SUBJECT PREMISES.

d. Defendant hereby admits, affirms and agrees that in consideration for plaintiff entering into this agreement, and in consideration for resolution of this matter as stated herein, defendant shall tender to plaintiff and/or plaintiff's attorney of record the following moneys on or before 5:00 p.m., on or before the following date(s) by cash, cashier's check or money order: Addendum A, which is hereby incorporated by this reference as though fully stated herein. The parties further admit and acknowledge that said payment(s) is/are not for rent of any kind, including but not limited to back rent or future rent and is not for the right to possession of the SUBJECT PREMISES for any period of time. **The parties acknowledge and agree that time is of the essence, and late payment shall be considered no payment for the purposes of this covenant.** The parties acknowledge that defendant's inability to secure funds, whether through charitable organization(s) or otherwise, shall NOT be a defense against enforcement of this agreement. Defendant's obligation to make payments under this section is NOT conditioned on any required actions or obligations from plaintiff.

e. For the duration of defendant's occupancy at the premises, defendant shall not engage in any conduct which disturbs the quiet enjoyment of other occupants of the premises and/or building, plaintiff and/or plaintiff's employees and/or agents. Defendant shall not engage in any threatening conduct, whether verbal or physical, which causes others to fear for their safety.

f. If plaintiff imposes any permitted rent increase for the SUBJECT PREMISES during the term of this stipulation, then defendant shall pay the increased rent amount due in addition to the payments listed in Paragraph 1.d., above.

2. IF DEFENDANT COMPLIES WITH ALL THE TERMS OF THIS STIPULATION, THEN:

a. On or before 11/1/2020, plaintiff shall file a dismissal with prejudice, each side to bear its own fees and costs, provided that defendant complies with all other terms contained herein, and defendant shall prepare and present all proper and necessary documents, including said dismissal, for plaintiff's signature and shall be responsible for filing and service thereof. 26.5oc Addendum A

~~b. Upon defendant's timely surrender~~

3. IF DEFENDANT FAILS TO COMPLY WITH ANY OF THE TERMS IN THIS STIPULATION FOR ENTRY OF FUTURE JUDGMENT, THEN DEFENDANT HEREBY STIPULATES TO HAVE JUDGMENT ENTERED AGAINST DEFENDANT AS FOLLOWS:

a. The subject lease or rental agreement is hereby forfeited;

b. Possession of the SUBJECT PREMISES is hereby restored to plaintiff.

c. Plaintiff shall be entitled to immediate restitution of the SUBJECT PREMISES.

d. ~~Default having been previously~~ entered, ~~default judgment~~ is hereby ~~entered against~~: _____.

e. Judgment shall be entered against defendant, and a Writ of Possession for the subject rental unit shall issue immediately. Plaintiff may begin eviction proceedings with the San Francisco County Sheriff's Department, and a notice of eviction shall be posted by said sheriff.

f. Upon twenty-four (24) hours telephonic notice to defendant's attorney of record, plaintiff's attorney may file a declaration with the Court stating that defendant failed to comply with the herein terms and that this Stipulation shall be amended to become an order and judgment. If defendant fails to comply with any of the terms herein, then upon twenty-four (24) hours telephonic notice to defendant's attorney of record, plaintiff's attorney may file a declaration with the Court stating that defendant failed to comply with the above-terms and seek an order and judgment. Should defendant fail to fully and completely comply with the provisions of Paragraph 1 then, in addition to any other remedy, defendant shall be ordered to pay and plaintiff shall be awarded all back rent and daily damages. Plaintiff shall also be entitled to and awarded

attorney's fees and costs for any breach, collection or enforcement proceedings regarding this stipulation or action.

g. If judgment is entered pursuant to Paragraph 3, then defendant hereby stipulates and authorizes the court to award plaintiff reasonable attorney's fees. Said fees shall be the greater of $2,500.00 or 40% of the monetary amount awarded plaintiff.

4. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THE PARTIES HEREBY INDEPENDENTLY AGREE AS FOLLOWS:

a. Any personal possessions or other personal property remaining on the SUBJECT PREMISES after defendant vacates, is hereby declared abandoned and of no value. Plaintiff may dispose of said property as plaintiff sees fit. The parties agree that CC Secs. 1980-1991 have been complied with.

b. Defendant hereby waives defendant's right to seek a stay of eviction and/or motion for relief from forfeiture.

c. Notwithstanding any other provision herein, defendant hereby releases plaintiff and plaintiff's agents, partners, trustees, officers, attorneys, directors, property managers, employees, independent contractors, and all others associated with plaintiff and/or acting on behalf of plaintiff, including all owners of the SUBJECT PREMISES, from all claims, demands and causes of action, known or unknown, present or future from the beginning of time to today.

d. Defendant acknowledges that defendant has been advised by defendant's own legal counsel, if any, and that defendant is familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

e. Notwithstanding any other provision herein, defendant hereby expressly waives the provision of Section 1542 of the California Civil Code and any right defendant may have to invoke said provisions or any similar provision or common-law rule now or in the future. Defendant fully understands that defendant

cannot hereafter make further claims or seek any further recovery of any nature whatsoever based upon, arising out of, or in connection with disputes between defendant and plaintiff and/or plaintiff's agents, partners, trustees, officers, attorneys, directors, property managers, employees, independent contractors, and all others associated with plaintiff and/or acting on behalf of plaintiff, including all owners of the SUBJECT PREMISES, or any of them. Defendant also hereby expressly waives all unknown claims caused by, or alleged to be caused by any act and/or omission of plaintiff and/or plaintiff's agents, partners, trustees, attorneys, officers, directors, property managers, employees, independent contractors, and all others associated with plaintiff and/or acting on behalf of plaintiff, including all owners of the SUBJECT PREMISES, or any of them from the beginning of time up to and including the day this judgment is fully executed. Defendant also expressly waives defendant's right, if any, to petition the court or seek relief from forfeiture. Defendant acknowledges that he/she voluntarily executed this agreement with full knowledge of its significance and with the express intent of affecting the legal consequences provided by Section 1542 of the California Civil Code, i.e., the extinguishment of all obligations, except those expressly reserved. The following claims are expressly reserved: defendant agrees to defend, indemnify, provide contribution and save plaintiff from any and all loss, claim, expense, suits, arbitration, demand or causes of action of any kind or character asserted by anyone other than defendant.

f. Nothing contained herein shall be construed as an admission by any party hereto of any liability of any kind to any other party and/or to any other person and/or entity. The parties reserve all ~~their respective claims~~ their other respective claims.

g. If defendant complies with all the terms herein, then plaintiff shall execute a request for dismissal of this action with prejudice, provided by defendant. Notwithstanding a judgment being vacated and/or this matter being dismissed with prejudice, all promises and agreements made by the parties shall remain in full force, the parties will continue to be and remain bound by all the terms stated herein and the benefits and burdens of this agreement on the parties shall remain even if such is vacated and/or dismissed.

h. Plaintiff and defendant hereby declare, admit and affirm that any and all matters that were plead in their pleadings or that could have been plead have been fully litigated and determined in this action.

i. If there is more than one "defendant," then all defendants agree to each be jointly and severally liable for all the amounts owed or to become owed as stated herein.

j. This agreement is binding on heirs, assigns or successor in interest to plaintiff or defendant.

k. This stipulation may be plead as a full and complete defense to, and may be used as a basis for injunction against, any action, suit, arbitration and/or any other proceeding instituted, prosecuted, or attempted in breach of this stipulation, and may be so plead whether or not a judgment pursuant to this stipulation having been vacated and/or a dismissal having been filed.

l. By vacating the SUBJECT PREMISES, pursuant to the terms of this agreement, defendant hereby represents and warrants, that defendant permanently and forever surrenders any and all past, present or future rights, to possession or rights to reposes the SUBJECT PREMISES that defendant may have under federal, state, agency, county, or city, law, statute, regulation, ordinance, or otherwise.

m. All prior stipulations, contracts, leases and/or agreements, written, oral or otherwise, are hereby revoked and extinguished. There are no other stipulations, contracts, agreements or understandings presently existing between the plaintiff and defendant, written, oral or otherwise. The terms of this agreement may not be contradicted by evidence of any prior stipulations, agreement(s), or contemporaneous oral agreement(s) and/or statements. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative or arbitration proceeding, if any, involving this agreement including but limited to, without limitation, any dispute concerning the scope of the terms herein. If defendant complies with all terms stated herein, after a dismissal of this action is filed, and if defendant thereafter remains in possession of the SUBJECT PREMISES, then the parties' rental agreement, as it existed immediately prior to the

commencement of this action, shall be resurrected and reinstated subject to the terms of this agreement. If there is a conflict between the terms of the resurrected and reinstated rental agreement and this agreement, then the terms of this agreement control.

n. Time is of the essence in all terms of this judgment.

o. If any action is brought to enforce this agreement, then the prevailing party shall recover all damages, attorneys' fees and costs to enforce the same and/or collect the money ordered or owed.

p. Failure to require strict compliance with these provisions, or to exercise any right provided herein, shall not be deemed a waiver of such condition or right. Plaintiff's acceptance of money or other partial performance demanded herein with knowledge of any default by defendant shall not be deemed a waiver of such default, nor shall it limit plaintiff's rights with respect to that or any subsequent default. Plaintiff may demand performance by defendant at any time after the date for performance has passed.

q. In the event any portion of this agreement is found void or voidable by a court of competent jurisdiction, or arbitrator(s), such portion shall be stricken, and this agreement reformed to as closely approximate, as the law permits, the intent of the stricken portion or portions. The remainder of said stricken provision and the stipulation will remain in effect.

r. The parties hereby acknowledge having been cautioned as to the advisability, opportunity and importance of reviewing and discussing with an independent attorney of each party's choice the provisions of this agreement, particularly with respect to the meaning of any paragraphs about which a party has any question or doubt. The parties have been represented by independent counsel, identified below. If no such counsel is identified, then the parties waive the same with full knowledge of its consequences. This agreement has been reviewed by a judge, duly authorized judge pro tem or commissioner, as stated below.

s. Defendant's security deposit and interest thereon, if any, ~~is hereby forfeited~~.
Shall be returned according to law.

t. Plaintiff and defendant acknowledge that the drafting of this agreement was the product of negotiation. No person and/or party is the author of this judgment, and this judgment shall not be construed against either party on the ground that such person and/or party authored or drafted it.

u. Each term of this agreement is considered material by the parties. Even if this matter is dismissed, the Court shall retain jurisdiction (both personal and subject matter) over the parties to enforce this agreement until performance in full of its terms, including but not limited to disputes regarding implementation. If defendant ever claims and/or brings an action alleging that this agreement and/or any terms contained herein is/are in violation of local, county, state and/or federal, ordinances, codes, regulations, statutes, and/or laws, then defendant shall indemnify plaintiff for any and all consequences visited upon plaintiff for bringing such an action and/or claim, including reasonable attorney's fees and costs, whether or not plaintiff is deemed the prevailing party.

v. This agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and taken together shall constitute one and the same agreement, which shall be binding and effective as to all parties. Facsimile signature(s) shall be honored as if it/they were original.

w. COURT'S RETENTION OF JURISDICTION: Both Parties agree this Court shall retain jurisdiction pursuant to CCP Section 664.6 to enforce the remaining terms of the Agreement and judgment in the event either party fails to comply with the obligations set forth herein.

I consent to the above Stipulation for Entry of Future Judgment and all the terms stated therein. I have read the above and understand each and every term and all the terms together. Each and every term and all the terms together are reasonable. I have the authority to enter into this Stipulation for Entry of Future Judgment. I agree and accept each and every term and all the terms together of this Stipulation for Entry of Future Judgment.

Dated: 9/15, 2018 Dated: 15 Sep, 2018

Plaintiff Linda Steinhoff Holmes Defendant Daniel Feldman

DF

Addendum A

1. Plaintiff shall provide Defendant $11,000 (eleven thousand dollars) upon timely surrender of possession of the premises, leaving the premise vacant free of all possessions & occupants & in broom clean condition.

2. Plaintiff shall not require Defendant to pay any past due or futur rent provided he vacate timely.

3. Plaintiff is entitled to seek an offset against rent owed & the $11,000 provided to Defendant in the event Defendant files a lawsuit against Plaintiff.

Initial DF

REVIEWED AND APPROVED:

By: _____ Dated: 9/15, ~~2018~~ 2020

Judge ~~Pro Tem~~ [Print Name]: Ulmer

Reviewed and approved as to form:

Bornstein Law

_____ Dated: _____, ~~2018~~ 2020

Daniel Cheung, Esq.

Attorneys for Plaintiff

Reviewed and approved as to form:

_____ Dated: _____, 2018

_____, Esq. Atty. for Defendant(s)

DANIEL J. FELDMAN, PH.D.
8809 Denington Dr
Louisville, KY 40222
Tel: (307) 699-3223
Email: danieljfeldmanphd@gmail.com

DEFENDANT in propria persona

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
09/18/2020
Clerk of the Court
BY: RONNIE OTERO
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

LINDA STEINHOFF HOLMES

Plaintiff,

vs.

DANIEL FELDMAN, AND DOES 1-30

Defendants.

Case No.: CUD 19-666401

DEFENDANT DANIEL FELDMAN'S MOTION IN LIMINE

Date: September 8, 2020
Time: 9:00 am
Dept. 501
Hon. Charles Haines, Judge Presiding

COMES NOW Defendant DANIEL FELDMAN, in propria persona, and in response to Plaintiff LINDA STEINHOFF HOLMES' Complaint of Unlawful Detainer:

NOTICE IS HEREBY GIVEN that Defendant will in limine move the court and hereby does move, for an order excluding from trial all evidence submitted by Plaintiff. The motion will be heard on September 8, 2020, at 9:00 A.M, or as soon thereafter as the matter may be heard in Department 502 of the Superior Court of California, County of San Francisco located at 400 McAllister Street.

As noted in my previous statement to this court on July 30th, 2020, Defendant has yet to receive a complete and adequate set of verified responses to Discovery requests without baseless objections from the Plaintiff counsel. Despite repeated requests and a Motion to Compel Discovery, Plaintiff and her counsel have yet to respond with an adequate set of discovery documents that are not based on pure conjecture. For example, in the Form Interrogatory General Set One and Unlawful Detainer Set One, Plaintiff imposed baseless objections throughout, and despite denying the admission to 17.1, failed to answer for ANY of the 32 admission denials that were made. The Request for Admissions Set One imposed baseless objections such as "Not reasonably calculated to lead to the discovery of admissible evidence," and they are also unsigned and without verification. And in the Demand for Documents Set One, Plaintiff imposed baseless objections as well as failed to produce all the documents they agreed, even though their response states that they would produce them. And finally, they claimed privilege as to some demands, but failed to provide a privilege log. As such, this motion seeks to exclude any evidence that is not produced by Plaintiff Discovery, or for Discovery documents that have not been signed nor verified.

This motion will exclude any evidence of behavior allegations not stated in the notice or for any evidence of bad conduct on behalf of the Defendant that is unrelated to the ground for eviction stated in the notice to quit.

This motion also seeks to exclude declarations that are based solely upon hearsay or conjecture from Plaintiff or James Severance or Reggie Snowden, as they have a dual relationship with the Plaintiff, as evidenced by documented energy theft of Defendant imposed upon him by these three parties.

The motion is based on the statement of facts in the trial brief thereto, in the Motions to Compel Discovery, and on such oral and documentary evidence as may be presented at the hearing of this motion.

DATED: September 8, 2020

_____

DANIEL J. FELDMAN, PH.D.
Defendant in Propria Persona

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
FILED
Superior Court of California, County of San Francisco
09/18/2020
Clerk of the Court
BY: RONNIE OTERO
Deputy Clerk

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 Department 501

CASE NUMBER: CUD-19-666401

PLAINTIFF/PETITIONER: HOLMES, LINDA STEINHOFF

DEFENDANT/RESPONDENT: FELDMAN, DANIEL

JUDICIAL OFFICER:

DEPARTMENT:

PROOF OF ELECTRONIC SERVICE

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):*
   Defendant Motion in Limine CUD-19-666401.pdf

   ☐ 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):* 15 Sep 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: 15 Sep 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)

Daniel J. Feldman
(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

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Tel: (307) 699-3223
Email: danieljfeldmanphd@gmail.com

DEFENDANT in propria persona

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

LINDA STEINHOFF HOLMES Plaintiff, vs. DANIEL FELDMAN, AND DOES 1-30 Defendants.	Case No.: CUD 19-666401 **DEFENDANT DANIEL FELDMAN'S TRIAL BRIEF** Date: September 8, 2020 Time: 9:00 am Dept. 501 Hon. Charles Haines, Judge Presiding

COMES NOW Defendant DANIEL FELDMAN, in propria persona, and in response to Plaintiff LINDA STEINHOFF HOLMES' Complaint of Unlawful Detainer, hereby submit the following trial brief:

I. INTRODUCTION

Judgment is properly granted in favor of Defendant, DANIEL FELDMAN, and against Plaintiff LINDA STEINHOFF HOLMES, as she has failed over the previous 10 months to produce factual evidence of any of the claims in the unlawful detainer which has now extended past the

statute of limitations as all of her claims are noted to be generally occurring from March 2013 to present. The claims submitted to this court in pretrial hearings have been pure fabrication without any hard evidence outside of baseless claims and hearsay. The repeated and prolonged inability to provide requested documents for Discovery further support the notion that her claims are baseless and without merit, and, as such, does not support a forfeiture of the Defendant's 7-year tenancy.

II. STATEMENT OF FACTS

Plaintiff LINDA STEINHOFF HOLMES is the owner of the subject property known as 884-886 14th Street located in the City of San Francisco. Defendant, DANIEL FELDMAN, has resided in unit 884 of the property since March 2013. He has resided there alone with his three cats, as approved in the lease, until November 2019, when he added a subtenant, Christopher Hefner, after she failed to respond to numerous requests for over a month to include him as a subtenant.

One of the Defendant's cats died and the Defendant was hospitalized following a carbon monoxide leak in 2016 in the apartment that failed to include a carbon monoxide detector. And Mr. Hefner died shortly after his tenancy in March 2020 in part due to intentional contamination of the hot water supply to the unit housed in the apartment belonging to James Severance, as documented by certified environmental specialists and several witnesses to their tampering with the hot water. Two other guests of the Defendant were hospitalized and the Defendant had to make multiple trips to the Emergency Room and the two remaining cats were taken to the animal hospital based on the water contamination which followed the 3 Day Quit letter issued December 2, 2019. The unit has been uninhabitable since December 26, 2019, and Defendant has had to live in short-term housing and hotels at a separate expense despite multiple ignored requests to return the apartment to Habitability as guaranteed by law, with potable water and removal of severe mold. The evidence will show that Defendant

has suffered medical visits and expenses as a result of the conditions of the unit through the negligence of or intentional hazards introduced by the Plaintiff.

The unit is registered as rent-controlled under the San Francisco Rent Stabilization Ordinance and his current rent is $2800. The instant action is based on a three-day quit notice dated December 2nd, 2019, alleging that the Defendant is a risk to public health and safety, citing noise complaints, vandalism, and multiple threats and attacks made on the Plaintiff and other residents of the building. Despite the seriousness of the allegations, the Plaintiff has failed to produce specific dates and times of these events, or evidence beyond hearsay as they are utter fabrications in retaliation against the Defendant for making calls to Department of Building Inspection for about 20 Notices of Violation since his tenancy after Plaintiff failed to respond to needed repairs, many of them urgent or critical. Plaintiff has failed to produce police reports, there have been no criminal charges filed against the Defendant, there has never been a restraining order filed against the Defendant, nor has Plaintiff provided any evidence of medical claims or financial loss due to the actions of the Defendant other than to respond to Notices of Violation from DBI.

The evidence will show that in every instance of contacting DBI, the Defendant made good-faith efforts to contact the Plaintiff for days or months in advance without a response from her. These Notices of Violation include:

1) Mold in the back stairwell, including dry rotted wood
2) Absent lighting in back exit stairwell
3) Absent handrails in back stairwell
4) Exposed electrical wiring
5) 16 windows that failed to open, stay open, or were secure
6) 1" gap between rear door and floor
7) Peeling lead paint hazard on building exterior

8) Overloaded electrical fusebox

9) Unapproved P-trap in sink, leaking water

10) Water leak and damage in kitchen and bathroom sinks

11) Egress obstruction, improper placement of garbage recepticles

12) Damaged drain covers in back patio

13) Leak from unlicensed plumbing work to install shower not seated over the drain

14) Damaged garage ceiling from shower leak

15) Missing house meter, common areas electrical routed to tenant's fusebox

16) No heat from heater dysfunction, leaking carbon monoxide into the unit, requiring heater replacement

17) Repaired windows were painted shut and had to be reopened from the exterior

18) Second peeling lead paint hazard after first NOV was improperly abated

19) Absent porch light

20) Electrical work done without a permit to divert energy from upstairs two apartments belonging to Reggie Snowden, James Severance, the back patio, the serviceway, the privately rented garage and office belonging to Plaintiff, Linda Steinhoff Holmes

21) Construction without a permit building a door to prevent Defendant access to the area where electrical work had been done illegally to divert power to his fuse box

22) Electricity outage in bedroom with further electrical tampering by Plaintiff

23) Front porch light rewired into Defendant fusebox with further electrical tampering by Plaintiff

24) Active water leak in the pantry continuing for 18 months

25) Mold from water leak destroying pantry wall and ceiling

26) Missing front door window

27) Contamination of water supply, testing positive for coliform bacteria, like E. coli and having pH of less than 4

28) Excessive heat from hot water source

The evidence will further show that despite being required by law to attend inspections for each of the above NOVs, the Plaintiff did not attend nor send a representative to attend 34 of 40 reinspections, and only attended two in person. Director's Hearings at Department of Building Inspection were scheduled after 490 days in violation. They were continued 3 times by Robert Noelke, her building manager, and Plaintiff failed to show or have the NOVs corrected. Finally, the day after recording Robert Noelke on the front porch "influencing" two DBI Inspectors, the NOV was abated by Inspector Alan Davison without any repair work even starting, which canceled the 5th scheduled Director's Hearing.

The evidence will show that the Defendant has made over 20 police reports that the Plaintiff and the other tenants have engaged in multiple repeated criminal offenses and harassment verified by the responding officers, including:

1) Energy theft

2) Noise disturbance, specifically dropping heavy objects on the floor above Defendant or rolling bowling balls down the hallway

3) Repeatedly shutting off Defendant's power

4) Bribery of public officials

5) Narcotics manufacture and distribution

6) Animal cruelty

7) Unwanted text harassment from upstairs tenant, James Severance, prompting a change of phone number

8) Theft of back patio furniture and other belongings

9) Harassment by placing a bag of maggots in Defendant's living room

10) Conspiring to make false police reports about noise

11) Conspiring to make false police reports about violence

12) Unlawful entry

13) Intentional water contamination

14) Wrongful death of Christopher Hefner

15) Theft of Defendant's automobile

It is important to note that all of the police reports made above, with the exception of the last three, preceded the unlawful detainer nor any mention of violence or harassment from the Plaintiff on behalf of the Defendant. In addition, at the request of the SFPD, Defendant made multiple attempts to use Community Mediation Boards to end the challenges, and Plaintiff and the upstairs residents refused to meet with SFPD or mediation boards about these issues.

In contrast, besides the Plaintiff inability to produce a single police report of violence or vandalism, she and the other residents have made multiple noise complaints to the police over the previous several years that the Park District Police Station and responding officers will confirm that when they responded, they had never heard any noise coming from Defendant's apartment and in fact, one officer responding to their false police calls about noise disturbance in November 2019 threatened Mr. Severance on the front porch with jail time if he were to continue making false reports of noise.

The evidence will also show that in addition to their ongoing and continual harassment of the Defendant since his tenancy, beginning the first day of the rental agreement, that they were advised by their legal counsel in May 2019 to specifically make false police reports of violence against the Defendant in order to have him arrested and charged, counseling other tenants and the Plaintiff as to how to bear false witness against him effectively to have him wrongfully charged, and that the Defendant, upon hearing the conspiracy led by the Plaintiff's counsel, made reports to law enforcement and the District Attorney's office six months before the Unlawful Detainer was filed.

Further evidence will show that the Plaintiff has repeatedly retaliated against the Defendant through slander, requiring the Defendant to send multiple request to Plaintiff and her counsel to cease and desist from further slander. Plaintiff has wrongfully told neighbors, guests of the Defendant, public officials, police officers, medical providers, and other residents that Defendant:

1) Was being evicted for multiple months of non-payment of rent
2) Had cost her over $30,000 in building repairs
3) Is an active smoker, drinker, drug user
4) Was in a drug rehabilitation program
5) Is not actually a licensed Psychologist
6) And if he is, he should have his license revoked
7) Has assaulted her and engaged in elder abuse

Evidence will further show Plaintiff retaliation against the Defendant by refusing a Letter of Accommodation to allow him to work from his residence following an attack on the Defendant by 3 armed gunmen in front of the property in August 2013, shortly after moving into the unit, leaving him with permanent disabilities. And that Plaintiff refused his multiple requests for roommates to cover the cost of the 3-bedroom apartment following his disability, and further refused to accept assistance for his rent from a third party who was interested in bridging the gap between his new SSDI income level and the cost of the apartment: the Self-Help for the Elderly group.

III. ARGUMENT

A. PLAINTIFFS' ALLEGATIONS ARE FABRICATED AS A MEANS OF RETALIATION

This defense, if proven, should result in the dismissal of an unlawful detainer action against the tenant who asserts it.

The Honorable Judge Haines was correct in his initial interpretation ordering a Demurrer, and Plaintiff counsel has failed over the seven months since that decision was overturned to provide any hard evidence of the claims made in the Unlawful Detainer, even following an incomplete set of Discovery and a Motion to Compel an adequate response to admissions, documents, and other relevant evidence. The Plaintiff has a history of retaliating against the Defendant for lawfully requesting needed repairs, demanding that she cease and desist her slander of him to neighbors, other tenants, city officials, and guests of the Defendant, and demands that she stop diverting electrical wiring from other units into his fuse box. And the claims of violence that she has made are the sole product of a conspiracy led by her legal counsel as a way for his firm to profit from landlords who wish to remove tenants they deem to be undesirable.

The only evidence brought forward on behalf of the Plaintiff are pure conjecture and without substance. The Declarations that are brought forward from pretrial hearings are from other residents in the building who have a dual relationship with the Plaintiff that is shown from each of their benefitting from multiple counts of energy theft made on the Defendant's fuse box. In addition, the Plaintiff and her husband and her grandson in custody stay frequently with Mr. Severance, and whether or not he is her biological son, he refers to the Plaintiff as "Mom." As such, their declarations should be considered in this light as further slander and retaliation against the Defendant for making multiple calls to the SFPD and DBI for assistance in remedying challenges faced in his tenancy.

B. PLAINTIFF SUFFERS NO INJURY OR FINANCIAL BURDEN DUE TO THE ALLEGATIONS MADE IN THE UNLAWFUL DETAINER

At this time, Plaintiff has failed to indicate any injury or financial burden that she has faced as a result of the Defendant's actions, other than to make repairs as required by law. Plaintiff has failed to call the police for any of the alleged attacks made by defendants, produced any medical bills or evidence of such attacks other than fabricated conjecture, filed a restraining order against the Defendant, or had any of their "noise complaints" or complaints of "vandalism" confirmed by any law enforcement. Plaintiff cannot assert that the Defendant poses any risk to public health or safety without any verification beyond hearsay and conjecture.

IV. CONCLUSION

The lack of evidence from the Plaintiff and the preponderance of evidence from the Defendant support that Judgment is properly granted in favor of the Defendant.

DATED: September 8, 2020

DANIEL J. FELDMAN, PH.D.
Defendant in Propria Persona

DANIEL J. FELDMAN, PH.D.
8809 Denington Dr
Louisville, KY 40222
Tel: (307) 699-3223
Email: danieljfeldmanphd@gmail.com

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UNLIMITED JURISDICTION

LINDA STEINHOFF HOLMES Plaintiff, vs. DANIEL FELDMAN, AND DOES 1-30 Defendants.	Case No.: CUD 19-666401 **DEFENDANT DANIEL FELDMAN'S WITNESS LIST** Date: September 8, 2020 Time: 9:00 am Dept. 501 Hon. Charles Haines, Judge Presiding

COMES NOW Defendant DANIEL FELDMAN, in propria persona, and in response to Plaintiff LINDA STEINHOFF HOLMES' Complaint of Unlawful Detainer:

On September 8, 2020, I prepared a Witness list for Trial that was submitted to the Clerk and emailed to Plaintiff counsel at 8:00am on September 15 which was the first day set for trial. The trial had been reassigned to the Honorable Judge Ulner in Department 306, and the Clerk accepted the document although I had submitted it on a Family Court form.

At the request of the Clerk, I eFiled the Witness List with the Court as documentation that was provided before the Plaintiff counsel made a settlement offer. It was rejected due to the form, and the Court asked me to prepare the original Witness List (Exhibit A) on general pleading and resubmit it for the court records, prompting this submission.

Witness List:

1) Linda Steinhoff: Plaintiff

2) James B Severance: Other resident in the building who made pretrial declarations in support of the claims in the Unlawful Detainer

3) Reggie Snowden: Other resident in the building who made pretrial declarations in support of the claims in the Unlawful Detainer

4) Sean Tracy: Other resident in the building who spoke with Police about allegations of a violent threat provided by Discovery

5) Alan Davison: Department of Building Inspection Inspector for NOVs on the property

6) Jose Lopez: Department of Building Inspection Inspector for NOVs on the property

7) Christopher Rienas MD: Unlicensed psychiatry resident who sent improper Tarasoff warning to Plaintiff, as provided by Discovery

8) Elizabeth Ryan, PhD: Neuropsychologist at Memorial Sloan Kettering, New York, NY, fellow graduate and professional colleague, character witness

9) Michael Salmanson, JD: Attorney for Defendant in prevailing qui tam case with Defendant against Cornell University Medical College, Second Circuit, appealed up to the US Supreme Court in 2011, character witness

10) Stephanie Chan: SF Health Plan social worker who attended Defendant during physician visits with Defendant including with Dr. Christopher Rienas who can attest to the improper use of the Tarasoff warning letter sent to Plaintiff in November 2017, produced by Plaintiff Discovery

11) Richard Fanelli: CEO of ERT Environmental Testing who determined the apartment to have a complete loss of habitability

12) Robert Noelke: Served as Plaintiff representative in making repairs to DBI NOVs

13) Jonathan Bornstein: Former counselor at Bornstein Law who can attest to the means by which Plaintiff counsel uses unlawful detainer cases to retaliate against tenants, who consulted and has personal knowledge regarding this case

14) Sandra Duncan: Disabled applicant to be a subtenant in my unit who can attest to multiple counts of slander made by Plaintiff about Defendant with regard to allegations in the complaint, and mother of Doe 1, who is now deceased in March 2020

15) Officer Edwin Lee: SFPD Officer who took multiple complaints of harassment about Plaintiff on Defendant from 2015 to 2019, including felony complaints of bribery, energy diversion, and narcotics manufacture and distribution on the premises, who also responded to multiple noise complaints from James Severance

16) Officer Orpheus Tarbox: SFPD Officer who took multiple complaints of harassment about Plaintiff on Defendant from 2015 to 2019, including felony complaints of bribery, energy diversion, and narcotics manufacture/distribution, as well as complaint of vandalism and unlawful entry of a homeless man with a baseball bat in Nov 2019

17) Inspector Patrick Overstreet: Inspector at Park Station SFPD to whom reports were made and who witnessed energy diversion felony committed by Plaintiff on Defendants fusebox in December 2017

18) Officer Willion Wong: SFPD Officer who took multiple complaints of harassment about Plaintiff on Defendant from 2015 to 2019, including felony complaints of bribery, energy diversion, and narcotics manufacture and distribution on the premises, who also responded to multiple noise complaints from James Severance

19) Taras Madison: Deputy Chief of Department of Building Inspection who investigated bribes that were recorded between DBI Inspectors and Plaintiff building management consultant, Robert Noelke

20) Jamie Sanbonmatsu: Deputy Chief of Department of Building Inspection who investigated bribes that were recorded between DBI Inspectors and Plaintiff building management consultant, Robert Noelke

21) Tom Hui: Chief of Department of Building Inspection who investigated bribes that were recorded between DBI Inspectors and Plaintiff building management consultant, Robert Noelke

22) Debra Walker: VP of the Commission for DBI, who investigated bribes that were recorded between DBI Inspectors and Plaintiff building management consultant, Robert Noelke

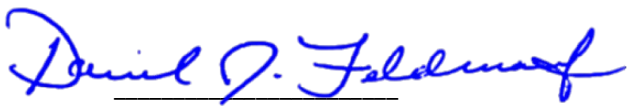
23) Matt Luton: Department of Building Inspection inspector for NOVs on the property

24) Christina Dang-Moy: Department of Building Inspection inspector for NOVs on the property

25) Daniel Bornstein: Plaintiff counsel/Lead Partner in their law firm who has independent knowledge of the claims made in the UD as I have witnessed/transcribed/reported to law enforcement 6 months prior to the UD filing that their counsel badgered 3 residents to make false police reports and suborned perjury

26) Daniel Cheung: Plaintiff counsel/Lead Partner in their law firm who has independent knowledge of the claims made in the UD as I have witnessed/transcribed/reported to law enforcement 6 months prior to the UD filing that their counsel badgered 3 residents to make false police reports and suborned perjury

DATED: September 20, 2020



DANIEL J. FELDMAN, PH.D.
Defendant in Propria Persona

Exhibit A

FL-321

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:	*FOR COURT USE ONLY*
DANIEL FELDMAN TELEPHONE NO.: (307) 699-3223 FAX NO. *(Optional)*: E-MAIL ADDRESS *(Optional)*: danieljfeldmanphd@gmail.com ATTORNEY FOR *(Name)*: in pro per	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: Department 501 CITY AND ZIP CODE: San Francisco, CA 94102-4514 BRANCH NAME: Real Property Court	
PETITIONER/PLAINTIFF: LINDA STEINHOFF HOLMES RESPONDENT/DEFENDANT: DANIEL FELDMAN, DOES 1-30 OTHER PARENT/PARTY:	
WITNESS LIST	CASE NUMBER(S): CUD-19-666401

Attachment to ☑ *Request for Order* (FL-300) ☐ *Responsive Declaration* (FL-320) ☐ Other *(specify):*

☑ Petitioner ☐ Respondent ☐ Other intends to call the following witnesses to testify at the time of ☐ hearing or ☑ trial scheduled on *(date):* 8 September 2020

Name	Subject and Brief Description of Testimony
Linda Steinhoff Holmes	Plaintiff
James Severance	Other Resident in the building who made pretrial declarations in support of Complaint
Reggie Snowden	Other Resident in the building who made pretrial declarations in support of Complaint
Sean Tracy	Other Resident in the building who spoke with police following allegations of a violent threat provided by Discovery
Alan Davison	Department of Building Inspection inspector for NOVs on the property
Jose Lopez	Department of Building Inspection inspector for NOVs on the property

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
DANIEL FELDMAN

TELEPHONE NO.: (307) 699-3223 FAX NO. *(Optional):*
E-MAIL ADDRESS *(Optional):* danieljfeldmanphd@gmail.com
ATTORNEY FOR *(Name):* in pro per

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS: Department 501
CITY AND ZIP CODE: San Francisco, CA 94102-4514
BRANCH NAME: Real Property Court

PETITIONER/PLAINTIFF: LINDA STEINHOFF HOLMES

RESPONDENT/DEFENDANT: DANIEL FELDMAN, DOES 1-30

OTHER PARENT/PARTY:

WITNESS LIST

CASE NUMBER(S): CUD-19-666401

Attachment to ☑ *Request for Order* (FL-300) ☐ *Responsive Declaration* (FL-320) ☐ Other *(specify):*

☑ Petitioner ☐ Respondent ☐ Other intends to call the following witnesses to testify at the time of ☐ hearing or ☑ trial scheduled on *(date):* 8 September 2020

Name	Subject and Brief Description of Testimony
Christopher Rienas, MD	Unlicensed psychiatry resident who sent improper Tarasoff warning to Plaintiff in November 2017, produced by Plaintiff Discovery
Elizabeth Ryan, PhD	Neuropsychologist at Memorial Sloan Kettering, New York, NY, fellow graduate and professional colleague, character witness
Michael Salmanson, JD	Attorney for Defendant in prevailing qui tam case with Defendant against Cornell University Medical College, Second Circuit, appealed to US Supreme Court in 2011, character witness
Stephanie Chan	SF Health Plan Social Worker who attended Defendant during physician visits including with Dr. Christopher Rienas, who can attest to the improper use of the Tarasoff warning letter sent to Plaintiff in November 2017, produced by Plaintiff Discovery
Richard Fanelli	CEO of ERT Environmental Testing who determined the apartment to have complete loss of habitability
Robert Noelke	Served as Plaintiff Representative in making repairs to DBI NOVs

FL-321

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WITNESS LIST	CASE NUMBER(S): CUD-19-666401

Attachment to ☑ *Request for Order* (FL-300) ☐ *Responsive Declaration* (FL-320) ☐ Other *(specify):*

☑ Petitioner ☐ Respondent ☐ Other intends to call the following witnesses to testify at the time of ☐ hearing or ☑ trial scheduled on *(date):* 8 September 2020

Name	Subject and Brief Description of Testimony
Jonathan Bornstein	Former counselor at Bornstein Law who can attest to the means by which Plaintiff counsel uses unlawful detainer cases to retaliate against tenants, who consulted and has personal knowledge regarding this case
Sandy Duncan	Disabled applicant to be a subtenant in my unit who can attest to multiple counts of slander made by Plaintiff about Defendant with regard to allegations in the complaint, and mother of Doe 1, who is now deceased in March 2020
Officer Edwin Lee	SFPD Officer who took multiple complaints of harrassment about Plaintiff on Defendant from 2015 to 2019, including felony complaints of bribery, energy diversion, and narcotics manufacture and distribution on the premises, who also responded to multiple noise complaints from James Severance
Officer Orpheus Tarbox	SFPD Officer who took multiple complaints of harrassment about Plaintiff on Defendant from 2015 to 2019, including felony complaints of bribery, energy diversion, and narcotics manufacture/distribution, as well as complaint of vandalism and unlawful entry of a homeless man with a baseball bat in Nov 2019
Inspector Patrick Overstreet	Inspector at Park Station SFPD to whom reports were made and who witnessed energy diversion felony committed by Plaintiff on Defendants fusebox in December 2017
Officer Willion Wong	SFPD Officer who took multiple complaints of harrassment about Plaintiff on Defendant from 2015 to 2019, including felony complaints of bribery, energy diversion, and narcotics manufacture and distribution on the premises, who also responded to multiple noise complaints from James Severance

FL-321

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:	*FOR COURT USE ONLY*
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☑ Petitioner ☐ Respondent ☐ Other intends to call the following witnesses to testify at the time of ☐ hearing or ☑ trial scheduled on *(date):* 8 September 2020

Name	Subject and Brief Description of Testimony
Taras Madison	Deputy Chief of Department of Building Inspection who investigated bribes that were recorded between DBI Inspectors and Plaintiff building management consultant, Robert Noelke
Jamie Sanbonmatsu	Deputy Chief of Department of Building Inspection who investigated bribes that were recorded between DBI Inspectors and Plaintiff building management consultant, Robert Noelke
Tom Hui	Chief of Department of Building Inspection who investigated bribes that were recorded between DBI Inspectors and Plaintiff building management consultant, Robert Noelke
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FL-321

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☑ Petitioner ☐ Respondent ☐ Other intends to call the following witnesses to testify at the time of ☐ hearing or ☑ trial scheduled on *(date):* 8 September 2020

Name	Subject and Brief Description of Testimony
Daniel Bornstein	Plaintiff counsel/Lead Partner in their law firm who has independent knowledge of the claims made in the UD as I have witnessed/transcribed/reported to law enforcement 6 months prior to the UD filing that their counsel badgered 3 residents to make false police reports and suborned perjury
Daniel Cheung	Plaintiff counsel/Lead Partner in their law firm who has independent knowledge of the claims made in the UD as I have witnessed/transcribed/reported to law enforcement 6 months prior to the UD filing that their counsel badgered 3 residents to make false police reports and suborned perjury

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
Daniel Cheung (SBN 264971)
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):* Linda Steinhoff Holmes

FOR COURT USE ONLY

FILED
San Francisco County Superior Court
NOV 09 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 AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME: Civic Center Courthouse

PLAINTIFF/PETITIONER: Linda Steinhoff Holmes

DEFENDANT/RESPONDENT: Daniel Feldman

REQUEST FOR DISMISSAL

CASE NUMBER: CUD-19-666401

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) [X] With prejudice (2) [ ] Without prejudice
   b. (1) [ ] Complaint (2) [ ] Petition
   (3) [ ] Cross-complaint filed by *(name):* on *(date):*
   (4) [ ] Cross-complaint filed by *(name):* on *(date):*
   (5) [X] Entire action of all parties and all causes of action
   (6) [X] Other *(specify):** Parties to bear their own fees and costs.
2. *(Complete in all cases except family law cases.)*
   The court [X] did [ ] did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date: 10/30/2020

Daniel Cheung (SBN 264971)
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [X] Defendant/Respondent
[ ] Cross-Complainant

* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**
Date:

_____
(TYPE OR PRINT NAME OF [X] ATTORNEY [X] PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

Attorney or party without attorney for: CA
[X] Plaintiff/Petitioner [X] Defendant/Respondent
[X] Cross-Complainant

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for the cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(i) or (j).

(To be completed by clerk)
4. [ ] Dismissal entered as requested on *(date):*
5. [ ] Dismissal entered on *(date):* as to only *(name):*
6. [ ] Dismissal **not entered** as requested for the following reasons *(specify):*

7. a. [ ] Attorney or party without attorney notified on *(date):*
   b. [ ] Attorney or party without attorney not notified. Filing party failed to provide
   [ ] a copy to be conformed [X] means to return conformed copy

Date: Clerk, by _____, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]
CEB ceb.com Essential Forms

REQUEST FOR DISMISSAL

Code of Civil Procedure, § 581 et seq.;
Gov. Code, § 68637(c); Cal. Rules of Court, rule 3.1390
www.courts.ca.gov

Holmes, Linda Steinhoff

PLAINTIFF/PETITIONER: Linda Steinhoff Holmes DEFENDANT/RESPONDENT: Daniel Feldman	CASE NUMBER: CUD-19-666401

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived fees and costs in this action for *(name):* Daniel Feldman
2. The person in item 1 is *(check one below):*
   a. ☐ not recovering anything of value by this action.
   b. ☐ recovering less than $10,000 in value by this action.
   c. ☒ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☒ All court fees and costs that were waived in this action have been paid to the court *(check one):* ☐ Yes ☒ No

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

Date: 10/30/2020

Daniel Cheung (SBN 264971)
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY MAKING DECLARATION)

▶ _____
(SIGNATURE)

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY(S)	DANIEL J. FELDMAN, PH.D. 884 14TH STREET SAN FRANCISCO, CA 94114 (307) 699-3223
ATTORNEY(S) FOR:	PRO PER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

LINDA STEINHOFF HOLMES PLAINTIFF(S) VS DANIEL J. FELDMAN DEFENDANT(S)	**CASE NUMBER** CUD-19-666401
	ORDER EXTENDING TIME

GOOD CAUSE APPEARING THEREFOR, it is hereby ORDERED that DANIEL J. FELDMAN

may have to and including the 8TH day of JUNE 20 20

That I served a copy of the attached STATEMENT

within which to HAVE MY HEALTH RESTORED AS THE HABITABILITY OF THE APARTMENT, TO FIND LEGAL REPRESENTATION FOLLOWING THE CORONAVIRUS OUTBREAK, TO PREPARE AN ANSWER FOR THE HOUSING COURT

DAYS HERETOFORE BY STIPULATION OF COUNSEL:

FOR DEMURRER: _____ DAYS

FOR ANSWER: _____ DAYS

DAYS HERETOFORE BY ORDER OF COURT:

FOR DEMURRER: _____ DAYS

FOR ANSWER: _____ 30 DAYS

Date 8TH MAY 20 20

_____
Presiding Judge of the Superior Court

ORDER EXTENDING TIME

UNFILED

ATTACHED STATEMENT REGARDING THE REASON FOR THE REQUESTED CONTINUANCE IN CUD-19-6

First my apologies for taking some time to prepare formal communication to the court. A number of hardships have occurred since the filing of this unlawful detainer, most of which are rather severe and related to the habitability of the rented unit which predate the unlawful detainer by more than 12 months, and for which I will argue are the primary grounds for retaliation from the Plaintiff and the associates who work for her in the other two apartments in the building. There is not any truth to her claims whatsoever, and as I intend to show in fact, that any violence on or regarding the rental unit is the violence done to myself, the John Doe 1 in this lawsuit whose wrongful death on March 21, 2020, was contributed in large part to the ongoing intentional habitability issues in the unit, and to my pets who have also been made to be ill, and one cat is deceased related to a habitability issue that could have been easily avoided.

Since October 2018, there has been an active and ongoing water leak dripping from the upstairs residence into my carpet and onto my belongings in the pantry storage unit. The Department of Building Inspection made an NOV at that time during which the Plaintiff, instead of addressing the leak, simply repainted the back room. The source of the leak did not stop however as soon apparent by the new appearance of water stains on the ceiling and walls that had all been painted new. Since that time, I have had to move my water soaked storage to my kitchen, bedroom, living room and dining room, which has contributed to the spread of mold in the apartment awaiting an inspection and proper abatement from DBI, which has never come. The first abatement of the case was done by an inspector who admittedly did not come inside the apartment in November 2018.

Because the case had abated, Plaintiff remained unresponsive to requests to fix the source of the water leak. Over 2019, DBI sent other inspectors to my home who each refused to allow me to record them, would comment on the severity and pervasiveness of the mold issue, actively saw water coming down the wall and felt the wet carpet. Yet a curious thing happened: each of those inspectors denied later seeing or smelling mold (despite the freshly painted walls are discolored from new mold colony growth) and denied seeing water, which each had touched with their hands.

My front door camera directly under a sign declaring the area is under surveillance recorded a bribe between two DBI officials and the Plaintiffs representative who coincidentally happened to be former senior management at DBI. I brought this to the attention of the most senior management at DBI, including Tom Hui, the Chief Director, who to my surprise, instead of investigating my claims of corruption actively worked to ensure that my complaints would not get heard. In the meantime, Mayor London Breed instructed me to take my case to the Controllers Office whistleblower program which I and my roommate did in December in conjunction with a well-publicized plan for me to peacefully protest corruption at DBI. It may not be coincidental at all that the day I had told the media I was to begin my protest, was the same day I was issued this unlawful detainer with horrific fabrications of violence that are simply not true. To my knowledge, I have never been charged with violence and I had not even seen the Plaintiff for a year preceding the UD. And now, only weeks ago and under investigation for active corruption on behalf of the Plaintiff that I had reported, Mr. Hui resigned.

UNLIMITED

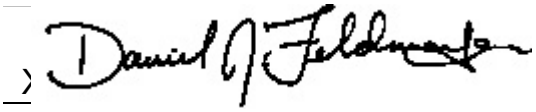
The complaints of vandalism against me are unfounded as well but is unrelated to habiltabilty, the reason for my request for a continuance.

In December following the UD, my hot water source changed and began burning my skin and face causing bleeding and uncontrollable diarrhea. In deed 4 adults and my two remaining cats were all sick from the water, which had changed appearance and temperature. I tested the water and the pH was less than 4 (very acidic) and also tested positive for E coli. By that time I had already put the Plaintiff and Mr. Bornstein on alert that I had several habitability issues of mold and water contamination which needed to be addressed barring my temporary relocation until the apartment was restored. I moved out the day after Christmas, a returned a week ago, constrained financially without a single reply from the Plaintiff or Mr. Bornstein despite dozens of emails, phone calls and texts to them on this matter. In deed, the Plaintiff asked for and was delivered access to my apartment twice since that time yet had refused to tell me what she did during those visits if not to address the mold.

My roommate sickened from exposure to the water contamination, and when we found out he had cancer, which I had informed the Plaintiff about, his doctors were prevented from ever administering much needed chemotherapy due to the infections we all had from the water contamination. And yet, even despite his demise on March 21, the Plaintiff and her counsel refuse to address the habitability concerns. I have alerted them several times about the increasing accumulation of bills from hotel rooms and incidentals, which is now over $15000. I have had to return to the apartment a week ago because I could not spend money on hotels. But within hours of being here, my lungs have filled with exposure to two colonies of mold on literally everything I own here, the bleeding sores all over my body, face and scalp, as well as significant GI problems that have returned despite boiling water from the hose spigot outside. I cannot shower, wash dishes, wash clothes easily. And to cook I have resorted to bottled water.

I am very sick from this apartment, yet nowhere to go. I have attempted to speak to law firms about representation, but no one can hear or understand me on the phone. I need a month at least to recover and that is granted that the Plaintiff take immediate steps to restore habitability. I look forward to speaking to the court when I can actually speak to the court. Thank you for your time and consideration.

The above statements I attest are true under penalty of perjury,



8th day of May 2020

UNFILED

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY(S)	DANIEL J. FELDMAN, PH.D. 884 14TH STREET SAN FRANCISCO, CA 94114 (307) 699-3223
ATTORNEY(S) FOR:	PRO PER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

LINDA STEINHOFF HOLMES PLAINTIFF(S) VS DANIEL J. FELDMAN DEFENDANT(S)	**CASE NUMBER** CUD-19-666401
	ORDER EXTENDING TIME

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may have to and including the 8TH day of JUNE 20 20

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within which to HAVE MY HEALTH RESTORED AS THE HABITABILITY OF THE APARTMENT, TO FIND LEGAL REPRESENTATION FOLLOWING THE CORONAVIRUS OUTBREAK, TO PREPARE AN ANSWER FOR THE HOUSING COURT

DAYS HERETOFORE BY STIPULATION OF COUNSEL:

FOR DEMURRER: _____ DAYS

FOR ANSWER: _____ DAYS

DAYS HERETOFORE BY ORDER OF COURT:

FOR DEMURRER: _____ DAYS

FOR ANSWER: _____ 30 DAYS

Date 8TH MAY 20 20

_____
Presiding Judge of the Superior Court

ORDER EXTENDING TIME

UNFILED

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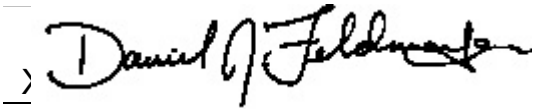
I am very sick from this apartment, yet nowhere to go. I have attempted to speak to law firms about representation, but no one can hear or understand me on the phone. I need a month at least to recover and that is granted that the Plaintiff take immediate steps to restore habitability. I look forward to speaking to the court when I can actually speak to the court. Thank you for your time and consideration.

The above statements I attest are true under penalty of perjury,



8th day of May 2020

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Stephanie Feldman Killion
Attorney in Fact for Defendant
154 N Greatwood Glen Place
Montgomery, TX 77316
Telephone (502) 836-1349
itsstephk@gmail.com

Defendant,
Daniel Feldman

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

- LIMITED CIVIL JURISDICTION -

LINDA STEINHOFF HOLMES,	)	Case Number: CUD-19-666401
	)	
Plaintiff,	)	Daniel Feldman's Objections to Evidence in Defense of Linda Steinhoff Holmes Declaration in Support of Ex Parte Application for Order Authorizing Entry of Default and Default Judgment
	)	
Vs.	)	
	)	
DANIEL FELDMAN, ET AL.,	)	
	)	
Defendant(s).	)	

I, Daniel J. Feldman, PhD Neuropsychology declare as follows:

1. 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's nuisance conduct includes attempting to physically attack me" (Holmes Declaration, page 1, section 2, line 4)

Grounds for objection: Hearsay; this is a fabrication. There is no police report, arrest, restraining order, or evidence of proof that this occurred. I have evidence to prove that Linda Holmes and the tenants in the upstairs apartment plotted a phony attack to either have me arrested or evicted on May 9, 2019.

3. "threatening to kill me and his neighbors" (Holmes Declaration, page 1, section 2, line 4 - 5).

Grounds for objection: Hearsay.

4. "causing damage to the subject premises" (Holmes Declaration, page 1, section 2, line 5).

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Grounds for objection: There were two incidents that caused damage to the front door of the apartment. 1) When Plaintiff was deliberately keeping the porch dark at night, vagrants who would camp there for the night broke window. See response to Reggie for more detail. 2) The second occasion occurred when a homeless man unlawfully entered the apartments saying he was sick and needed a bathroom. The alarm was sounded, and the incident captured on video. The man became upset because he did not want the police to come. Upon leaving he smashed the front door window with a baseball bat. Ms. Holmes refused to repair the door. I paid $600 to have the door repaired.

5. "making noise by playing music and yelling loud obscenities at all hours of the day and night" (Holmes Declaration, page 1, section 2, line 5)

Grounds for objection: Hearsay; police calls have been made however no misconduct was ever discovered. (I can provide police reports to prove the report and outcomes) In fact, I have experienced extremely loud and unacceptable disturbances from the tenant upstairs that have been heard by guests in the apartment, on the phone, and recorded by video, in which I have made the same disturbance policy reports about the tenant.

6. "I have received numerous complaints from my other tenants that defendant threatens them with violence. My other tenants have complained to me that the threats of violence directly compromise their safety." (Holmes Declaration, page 1 and 2, section 3, line 9 - 11)

Grounds for objection: Hearsay; There is no police report, arrest, restraining order, or evidence of proof that this occurred.

7. "my other tenants have complained that defendant commits other conduct that disturbs others, including making loud noises, playing music loudly" (Holmes Declaration, page 2, section 3, line 11 - 13)

Grounds for objection: Hearsay; police calls have been made however no misconduct was ever discovered. (See police reports in Exhibit A) In fact, I have experienced extremely loud and

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unacceptable disturbances from the tenant upstairs that have been heard by guests in the apartment, on the phone, and recorded by video, in which I have made the same disturbance policy reports about the tenant.

8. “intentionally running his unit’s hot water continuously in order to exhaust the building’s water boiler’s capacity” (Holmes Declaration, page 2, section 3, line 13 - 14)

Grounds for objection: I have severe skin burns, lesions, and rashes from using the water beginning in December 2019. The building’s hot water in my apartment has tested at unacceptable ph. levels of lower than 4 and unsuitable for use. I personally believe that Ms. Holmes and/or the upstairs tenant has tampered with the water to cause the acidity levels to be so low and unlivable to force me to leave the apartment. I can hear a pump turn on when I turned on the hot water. I tried to flush out whatever substance was put in the water system. When there was no change in water quality, I left the apartment and found other living arrangements until the shelter-in-place orders were put in place in March. Upon re-entry of the apartment and re-use of the water, my sores and lesions have returned. Last week, I turned off all water to my unit to try to understand where the water was coming from, and now I cannot turn off the water to my shower. The water turn-off valves to my shower are now located in the upstairs tenant’s apartment.

9. “Early this year, defendant threatened to kill me and attempted to grab me when I was on site to coordinate repairs.” (Holmes Declaration, page 2, section 4, line 16 - 17)

Grounds for objection: Hearsay and fabricated lie. There was no police report, arrest, restraining order or evidence of proof that the incident occurred. I have surveillance and could hear Ms. Holmes plot this incident with the other tenants who agreed to corroborate the story in May 9, 2019. I was on the phone with my family as soon as I heard there would be a story about violence against one or more persons. I had not seen Ms. Holmes in person in over a year before the December 2019 false detainer including accusations about violent threats against her, except one time through my window in the backyard

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removing my outdoor furniture which has never been returned. Since December 2019 detainer report, I made a point to have someone physically with me in the apartment at all times when Ms. Holmes was present, or provided her the keys to enter on her own and left the building so I would not be alone with her and/or the tenants.

10. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and can personally testify thereto.

Dated: May 10, 2020

_____

Daniel J. Feldman, PhD

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Stephanie Feldman Killion
Attorney in Fact for Defendant
154 N Greatwood Glen Place
Montgomery, TX 77316
Telephone (502) 836-1349
itsstephk@gmail.com

Defendant,
Daniel Feldman

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

- LIMITED CIVIL JURISDICTION -

LINDA STEINHOFF HOLMES,	)	Case Number: CUD-19-666401
	)	
Plaintiff,	)	Daniel Feldman's Objections to Evidence in Defense of James Severance's Declaration in Support of Ex Parte Application for Order Authorizing Entry of Default and Default Judgment
	)	
Vs.	)	
	)	
DANIEL FELDMAN, ET AL.,	)	
	)	
Defendant(s).	)	

I, Daniel J. Feldman, PhD Neuropsychology declare as follows:

1. 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 threated(sic) 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 has been screaming threats and foul language at me throughout his entire tenancy. He acts irrationally, aggressively, and has engaged in a campaign of terror and harassment toward me, other neighbors, and

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our landlord. He often violently bangs a pipe or bat or stick on his ceiling (my floor), following me around as I go up and down the hallway and into my bedroom. On multiple occasions, he even banged the device when I woke up and went to the bathroom or get a glass of water in the middle of the night around 3 am or 4 am. On other occasions, he had banged the device while I cleaned the floors in the house. I do not feel safe living in the same building as him." (Severance's Declaration, page 1, section 2, lines 22 – 29; page 2, section 2, lines 1-9)

Grounds for objection: Hearsay; There is no police report, arrest, restraining order, or evidence of proof that this occurred. In fact, I have over 30 police reports of harassment for the exact same thing he is complaining now about me.. The SFPD who arrived would note that his lights would be on when they arrived and would turn off, and Mr. Severance would not answer the door when the knocked. They suggested a mediation group be involved. Twice, at the recommendation of the SFPD, mediation groups were contacted who in turn contacted Mr. Severance and the Plaintiff, and after 3 weeks of trying mail and phone, they had not a single response from them, and yet their harassment and terrorizing of me continued. The SFPD urged that I make a report each time the harassment occurred and to eventually file a restraining order. An officer at one of the last visits I had from them urged me not to do so as he said they would likely file a restraining order against me as well, and living in such close proximity, we would eventually both have jail time. So I aborted that approach,

3. "Defendant interferes with my ability to safely shelter in place in my unit by making excessive noise and disturbances. Aside from the outbursts of violent threats he yells from his unit, defendant also played techno music and talked loudly every day for about 10 to 15 hours per day. When I complained, he threatened to retaliate verbally and in writing on multiple occasions. On one occasion, I called the police because of the loud music. When the police officers arrived, defendant had an emotional outburst and claimed in front of the police officers that he would play music loud and as often as he wanted and that there was nothing I could do about it." (Severance Declaration, page 2, section 3, line 10 - 17).

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Grounds for objection: Hearsay; the text messages were related to an incident when. Hearsay; There is no police report, arrest, restraining order, or evidence of proof that this occurred. Once I alerted, Mr. Severance that I was planning on filing a restraining order he began calling almost every day about a fake noise complaint. When I noticed the police outside several times, I called the SFPD and inquired about their frequent visits. They told me that for almost a year there had been daily calls about noise complaints, which I commented was pretty odd since not once had an officer knocked on my door. And the Lieutenant with whom I spoke said that the reason was that not even once had any responding officer heard any noise coming from my apartment – he said if they had, they would have knocked on my door. I asked him how long they were going to put up with so many repeated false police calls, and he said not much longer. And within a month, in November 2019, I saw the officers responding to another fake noise complaint. My front door window ws broken out at the time, and I could clearly hear the conversation between the officer and Mr. Severance, the officer scolding him saying, "And the next time you do this, you are going to jail." There hasn't been a complaint since.

4. "Defendant also endangers the safety of everyone in the building by inviting numerous strangers to his rental unit, and his invitees often loiter on and about our apartment building. I witnessed numerous strangers freely go in and out of his apartment. I have observed that oftentimes they would loiter about the porch common area. These invitees have harassed me in the past, including knocking on my door late at night seeking the whereabouts of defendant. They were rude and aggressive to me, and I have observed that some of them were visibly on drugs and appeared to be vagrants or from halfway homes. On virtually every night of the month, I have to hear the defendant engage in loud partying and loud talking late into the night with the strangers he invites over. I also found a handwritten note from someone seeking sex from defendant in exchange for sexual favors. The note was left on a stoop near defendant's apartment. A true and correct picture of the hand written note which I took on or about a year ago is attached hereto and incorporated by reference as Exhibit A. I feel my health and safety is at

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risk because defendant invites rude and aggressive strangers to congregate on or about our building." (Severance Declaration, page 2, section 4, lines 18 – 28; page 3, section 4, lines 1 - 4).

Grounds for objection: Hearsay; There is no police report, arrest, restraining order, or evidence of proof that this occurred. I have had a couple of police reports for stalking when I first arrived in San Francisco, yet for many years I have been utterly isolated, allowing no one into my home nor leaving to go anywhere, This is certainly nothing that occurred in a recent enough time frame to support an ex parte motion.

5. "Defendant also causes damages to the premises. I heard him slam his apartment door so hard that the window on it shattered. A true and correct picture of defendant's broken door I took on or about December 2019 is attached hereto and incorporated by reference as Exhibit B." (Severance Declaration, page 3, section 5, lines 5 – 7)

Grounds for objection: There were two incidents that caused damage to the front door of the apartment. 1) When Plaintiff was deliberately keeping the porch dark at night, vagrants who would camp there for the night broke window. See response to Reggie for more detail/ 2) The second occasion occurred when a homeless man unlawfully entered the apartments saying he was sick and needed a bathroom. The alarm was sounded, and the incident captured on video. The man became upset because he did not want the police to come. Upon leaving he smashed the front door window with a baseball bat. Ms. Holmes refused to repair the door. I paid $600 to have the door repaired.

6. One evening a stranger rang my doorbell and knocked on my door in the middle of the night. The stranger woke me up and asked me if defendant was present. I told him that he had the wrong unit and sent him away. Immediately, the next morning, I noticed that my rental unit's lettering was removed from my door. I believe that defendant or his guest defaced my door in retaliation. I feel that defendant compromised the safety of my home by causing damage to the premises with rampant disregard." (Severance Declaration, page 3, section 5, lines 7 – 13)

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Grounds for objection:

7. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and can personally testify thereto.

Dated: May 10, 2020

_____

Daniel J. Feldman, PhD

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Daniel Joseph Feldman, Ph.D.
8809 Denington Drive
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(307) 699-3223
danieljfeldmanphd@gmail.com
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 **DEFENDANT REQUEST FOR MOTION TO CONTINUE DEPOSITION AND TRIAL DUE TO MEDICAL EMERGENCY** DATE: AUGUST 24, 2020 LOCATION: COURTROOM 501 JUDGE: HON. CHARLES F. HAINES

I, DANIEL JOSEPH FELDMAN, enter a Request for Continuance of Deposition Date and Trial for a Medical Emergency:

On July 30, this Court held a hearing to consider a Motion to Compel Discovery Requests during which the Honorable Judge Charles Haines motioned for the Deposition of Linda Steinhoff Holmes to take place via Zoom on August 3, 2020, by 5pm and requested the prevailing party to prepare an order in compliance with CRC 3.1312(B). On July 31, I began to develop symptoms of a respiratory illness and alerted the Plaintiff Counsel that in accordance with my physician, I would monitor symptoms over the weekend, which developed a low grade fever by August 3rd,

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prompting me to cancel the deposition that day. The fever dissipated but other symptoms remained.

I interacted with multiple medical agencies during this time and was instructed to stay in place and monitor symptoms. On August 13th I reported to the Emergency Room at St. Francis Memorial Hospital and was discharged that afternoon. On August 14th, I was admitted to the Intensive Care Unit at St. Francis Memorial Hospital and placed into a medically-induced coma for a day to sustain life support and intubated for pneumonia, followed by several days on life support. I was generally unconscious throughout most of the week and my Power of Attorney, Jo Anne Feldman, mailed a filing on August 17th to the Court requesting a continuance. As I was unable to communicate with anyone during that time, she was unaware of the previous motion for the deposition on August 3rd and did not address that issue in her request. I was discharged on August 20th and continue to improve although not without some impairment which has compounded my long-term disability. I expect to be fully functioning within reasonable limits by the end of this week.

In addition to requesting that the Discovery date of September 1st, 2020, and the Jury Trial set for September 8th, 2020 in Dept. 501, 400 McAllister Street, be delayed to October 1st and October 8th, 2020, respectively, I hereby request that the prior motion for the Deposition of Linda Steinhoff Holmes originally set for August 3rd be extended until a time where I can do that efficiently and in one setting after I receive a complete set of Discovery from Plaintiff Counsel, no later than October 1st. As noted in my previous statement to this court on July 30th, 2020, I have yet to receive a complete and adequate set of verified responses to Discovery requests

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without objections from the Plaintiff counsel, which limits my ability to conduct a meaningful deposition and may introduce "surprise" elements during the jury trial. For example, in the Form Interrogatory General Set One and Unlawful Detainer Set One, Plaintiff imposed baseless objections throughout, and despite denying the admission to 17.1, failed to answer for ANY of the 32 admission denials that were made. The Request for Admissions Set One imposed baseless objections such as "Not reasonably calculated to lead to the discovery of admissible evidence," and they are also unsigned and without verification. And in the Demand for Documents Set One, Plaintiff imposed baseless objections as well as failed to produce all the documents they agreed, even though their response states that they would produce them. And finally, they claimed privilege as to some demands, but failed to provide a privilege log. I humbly ask this court to consider that response to Discovery is still generally lacking and would take this into consideration in extending the deposition date of the Plaintiff.

Date: August 24th, 2020

_____
Daniel Joseph Feldman, Ph.D.
In Pro Per.

IT IS ORDERED, ADJUDGED AND DECREED that the clerk of the court is directed to reset the deposition date for Linda Steinhoff Holmes no later than October 1st, 2020, after receiving a complete set of Discovery responses from the Plaintiff counsel, case for Discovery to October 1st, 2020; and the Jury Trial date until October 8th, 2020.

Date:

_____
Judge of the Above-entitled Court

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Gmail

Daniel Feldman <danieljfeldmanphd@gmail.com>

move In

1 message

sandi hefner <dustycoe@yahoo.com>
To: Daniel Feldman <danieljfeldmanphd@gmail.com>

Tue, Mar 5, 2019 at 4:31 PM

I want to thank you for speaking and meeting with me about the apartment. I understand that I would have the two bedrooms and paying 1/2for the rent, 1/2 food, and the PG&E. You would be paying for the other 1/2 food, rent, and cable/internet. You were also aware that I would be using my section 8 voucher, and that the housing department would have to come and inspect the apartment to be sure that it meets their rules. I also asked for the Landlords number as I wanted to be sure that she was going to be ok with this arrangement. You gave me Linda's number and gave her a call and this is what she had to say about the arrangement we were about to do.

Wanted to know if she received my 2 previous calls about moving in with Daniel?
A..Yes I even called you back a few days ago and left a message.
Me: I checked my phone records and there was no call from her.

I had left her a message the 2 time I called and had ask some simple questions. She responded
A.. Yes she had a problem with Daniel wanting to take on a room mate. She was volunteering that per his lease he could not sub-lease. And plus he was 2 months behind on his rent Oct and Nov.

Stated to her that I had some questions to ask her about Daniel?
A.. She stated she had no problem answering my questions.

Does Daniel drink, smoke or do any kind of drugs?
A.. Yes he states that he does all the above.

Do you had any complaints about his behavior?
A.. Yes he yells at me and treats me like I am nobody. Plays his music to loud. I don't know anything about you or your background. You seem like a nice enough person so if were you I'd think twice before moving with him, cause he might treat you the same way.

I asked her if she had any questions about me.or about me moving in? And about having SF Housing Authority to come out and check out the apartment to be sure it meets requirments per section 8, and PG&E to inspect for change of ownership in the utilities
A.. Yes I do, as part of his lease he has no right to sub-lease to anyone or have anyone live with him, .

So with that she wanted to get off the phone cause I brought up the issue of housing inspection and the changing the PG&E to my name.She wanted to get off the phone it was dinnertime.

Thank you for your time in this matter.
Good Luck for you
Sandra Duncan-Hefner

Sandra Duncan-Hefner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF San Francisco

Subscribed and sworn to (or affirmed) before me on this 25 day of March 2019 by Sandra Jane Duncan

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KELLY CHIN
Notary Public - California
San Francisco County
Commission # 2150302
My Comm. Expires Apr 23, 2020

TESTAMENTARY AFFIDAVIT

STATE OF California

COUNTY OF San Francisco, SS.

Before me, the undersigned authority, on this day personally appeared Daniel J. Feldman, testator, Julie Tran, witness and Yi Pan, witness, known to me to be the testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, and, all of these persons being by me duly sworn, the testator declared to me and to the witnesses in my presence that the instrument is the testator's last will and that the testator has willingly signed or directed another to sign for him, and that the testator executed it as the testator's free and voluntary act for the purposes therein expressed, and each of the witnesses stated to me, in the presence of the testator, that they signed the will as witnesses and that to the best of their knowledge the testator was eighteen (18) years of age or over, of sound mind and under no constraint or undue influence.

Daniel J. Feldman
Testator Signature

Witness Signature

Witness Signature

Subscribed and sworn to before me by the said testator and the said witnesses, this 3rd day of June, 2019.

Notary Public

My Commission expires:
Feb 11th 2021

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PUNAMBHAI PATEL
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2178668
SAN FRANCISCO COUNTY
My Comm. Exp. February 11, 2021

State of California
County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 3rd day of July 2019, by DANIEL J FELDMAN proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature

Contact Us

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Case Number: CUD19666401
Title: LINDA STEINOFF HOLMES VS. DANIEL FELDMAN ET AL
Cause of Action: UNLAWFUL DETAINER - RESIDENTIAL
Generated: 2025-02-06 3:24 am

Register of Actions Parties Attorneys Calendar Payments Documents

Attorneys

Show 10 entries Search:

Name	Bar Number	Address and Phone Number	Parties Represented
BORNSTEIN, DANIEL M	169159	BORNSTEIN LAW 507 POLK STREET, SUITE 310 SAN FRANCISCO, CA 941023396 415-409-7611 daniel@bornstein.law	HOLMES, LINDA STEINOFF (PLAINTIFF)
PFOST, OLIVER	317896	AIDS LEGAL REFERRAL PANNEL 1663 MISSION STREET, STE 500 SAN FRANCISCO, CA 94103 415-701-1200	

Showing 1 to 2 of 2 entries Previous 1 Next

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THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Case Number: CUD19666401
Title: LINDA STEINOFF HOLMES VS. DANIEL FELDMAN ET AL
Cause of Action: UNLAWFUL DETAINER - RESIDENTIAL
Generated: 2025-02-06 3:25 am

Register of Actions Parties Attorneys Calendar Payments Documents

Calendar

Show 10 entries Search:

Court Date	Matter(s)	Location	Judge
2020-09-15 9:00 AM	JURY TRIAL Off Calendar Sep-15-2020 Off Calendar	CIVIC CENTER COURTHOUSE ROOM 306	RICHARD B. ULMER
2020-09-14 10:30 AM	JURY TRIAL Off Calendar Sep-14-2020 Continued To Sep-15-20 At 09:00 A.M. In Dept 306	CIVIC CENTER COURTHOUSE ROOM 306	RICHARD B. ULMER
2020-09-08 9:00 AM	UD JURY TRIALS Off Calendar Sep-14-2020 Assigned To Trial Court	CIVIC CENTER COURTHOUSE ROOM 501	CHARLES F. HAINES
2020-08-10 9:30 AM	UD JURY TRIALS Off Calendar Jul-24-2020 Set For Ud Trial	CIVIC CENTER COURTHOUSE ROOM 501	CHARLES F. HAINES
2020-07-30 9:30 AM	Motion For Order Compelling Plaintiff To Respond To Discovery Mtc.Form.Rogs.Pod.Feldman Cud-19-666401 Off Calendar Jul-30-2020 Text Ruling MINI MINUTES: APPEARANCES: Daniel Cheung, 415.409.7611 for Plaintiff Linda Steinhoff Holmes. (Court call) Daniel Feldman, 307.699.3223 Defendant on his own behalf. DEFENDANT DANIEL FELDMAN Motion For Order Compelling Plaintiff To Respond To Discovery Argued. The Court rules as follows: The Deposition shall take place via Zoom on August 3, 2020 by 5:00 pm. Prevailing party to prepare order in compliance with CRC 3.1312(b). Judge: Charles F. Haines; Clerk: J. Murphy; Not Reported. (D501)	CIVIC CENTER COURTHOUSE ROOM 501	CHARLES F. HAINES
2020-07-22 9:30 AM	Motion For Order Compelling Plaintiff To Respond To Discovery Mtc.Form.Rogs.Pod.Feldman Cud-19-666401 Off Calendar Jul-22-2020 Continued To Jul-30-20 At 09:30 A.M. In Dept 501 MINI MINUTES: APPEARANCES: Daniel Cheung, 415.409.7611 for Plaintiff Linda Steinff Holmes. (Court call) Daniel Feldman,, 307.669.3223 Defendant on his behalf. (Court call) Discussed. The Court addresses the issue of email communication and service as it relates to this motion. Daniel Cheung and Defendant Daniel Feldman agree that matters related to this motion can be handled via email. The production date is July 29, 2020. The Court rules as follows: DEFENDANT DANIEL FELDMAN's Motion For Order Compelling Plaintiff To Respond To Discovery is continued to July 30, 2020 at 9:30 am. The deposition date will be determined. Both sides waive notice. Judge: Charles F. Haines; Clerk: J. Murphy; Not Reported. (501)	CIVIC CENTER COURTHOUSE ROOM 501	CHARLES F. HAINES
2020-03-26 9:30 AM	DEMURRER TO 1ST AMENDED COMPLAINT Off Calendar Mar-26-2020 Text Ruling MINI MINUTES: Appearances: Daniel Cheung (415-409-7611) for Plaintiff/ opposing party via	CIVIC CENTER COURTHOUSE ROOM 501	CHARLES F. HAINES

Court Date	Matter(s)	Location	Judge
	CourtCall. No other appearances. Not argued. The Court adopts the tentative ruling as follows: DEFENDANT DANIEL FELDMAN's DEMURRER TO 1ST AMENDED COMPLAINT is overruled, complaint sufficiently states a cause of action for unlawful detainer and is not uncertain. Motion to Strike is denied. Order signed in open court. Judge: Charles F. Haines, Clerk: A. Pascual, Not Reported (D501)		
2020-03-04 9:30 AM	DEMURRER TO COMPLAINT Off Calendar Mar-04-2020 Text Ruling MINI MINUTES: No appearances, tentative ruling adopted as follows: DEFENDANT DANIEL FELDMAN DEMURRER TO COMPLAINT is OFF CALENDAR, First Amended Complaint on file. Judge: Charles F. Haines; Clerk: J. Murphy; Not Reported. (501)	CIVIC CENTER COURTHOUSE ROOM 501	CHARLES F. HAINES

Showing 1 to 8 of 8 entries

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CUD - 19 - 666401

STEINHOFF-HOLMES V. FELDMAN

SAN FRANCISCO SUPERIOR COURT

REAL PROPERTY UNLAWFUL DETAINER DEPARTMENT 501 REAL PROPERTY

2019 - 2020

UNLAWFUL DETAINER BASED ON FALSE ALLEGATIONS OF VIOLENCE PREVAILED BY DEFENDANT AND SETTLED LEAVING DAMAGES TO BE DETERMINED IN GENERAL CIVIL COURT CGC-21-594129

Stephanie Feldman Killion
Attorney in Fact for Defendant
154 N Greatwood Glen Place
Montgomery, TX 77316
Telephone (502) 836-1349
itsstephk@gmail.com

Defendant,
Daniel Feldman

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

- LIMITED CIVIL JURISDICTION -

LINDA STEINHOFF HOLMES,	)	Case Number: CUD-19-666401
	)	
Plaintiff,	)	Daniel J. Feldman's Declaration in Defense of
	)	Ex Parte Application for Order Authorizing Entry
Vs.	)	of Default and Default Judgement
	)	
DANIEL FELDMAN, ET AL.,	)	
	)	
Defendant(s).	)	

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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 Neuropsychology and currently licensed in the state of New Yor 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, particulaely older gay men and older persons with stroke, cancer, dementias, and 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 Environment for the mere fact that I love working with geriatric populations. To suggest that I am hostile in any way to seniors is a gross misrepresentation.

3. I moved to 884 14th Street, San Francisco, CA, 94114, agreement date March 15, 2013 with a move in date of April 19, 2013. I relocated from Pennsylvania to San Francisco, CA after winning Federal Supreme Court False Claims Case of the United States ex rel. Feldman v. Van Gorp and Cornell University Medical College (03 Civ. 8135 (WHP) 02-09-2011). I have a long-standing history of upholding the truth by any measure as Second Circuit Judge Pauley took the time to express his admiration declaring that in his 15 years on the bench, he had not had a more honest and credible as myself. I was flattered by his comments yet know that I try in every way to exceed standards of honesty and integrity in all that I do despite at times still fumbling with a bad decision here and there.

4. I am a victim of two violent attacks at or near the property, in April 2013 and August 2013, which have left me with permanent physical disabilities and emotional Post-Traumatic Stress Disorder (PTSD). These disabilities, for which I am awarded income from Social Security Disability Insurance, in addition to deliberate retaliation by my landlord, 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 property are documented.

5. I have had numerous occurrences with the building and landlord since 2013, that have proven criminal activity, including tampering with electrical units diverting building electricity to my unit, lead paint that was not abated, broken water heater that leaked carbon dioxide into the apartment resulting in my hospitalization and death of my pet, a serious mold issue that has persisted for almost 2 years, and now a water issue of extreme low pH levels under 4 that cause skin abrasions that also test positive for coliform bacteria, like E. coli, which has been noted by independent experts to have been added to the water system as an intentional act, resulting in 4 adult men getting sick and my 2 remaining cats, my closest friend and roommate who thought I was being overly cautious with my characterization of the potability of the water supply and deteriorated quickly from a healthy 39 year old in October, to hospice

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care by March, and deceased on March 21 in what coukd arguably be called a wrongful death. My sickness from the water has now resulted in 6 emergency room visits, a couple of urgent care visits, a couple of primary care visits, and specialist visits on the way. This does not include the mental harassment from Ms. Holmes and the building tenants who I have witnessed and recorded that have plotted to corroborate about violent acts that I have made against and/or to them, and false police reports that did not result any findings. This is very serious, and I have been fearful of my life. Because of the toxicity in my apartment, which a certified enviromental specialist in business for 20 years described to me that it is one of the most toxic if not the most toxic aparrtment he had ever encountered and urged me to move immediately. For the last five months I have asked the Plaintiff and Mr. Bornstein to return the apartment to habitability, and they have not responded even once to that request, despite being sent the results for air and water sampling. I have done my best to respond to the courts despite caring for my dying friend, dealing with constant medical issues for 5 months, finding new places to reside safely with my cats waiting for anything the Plaintiff could do to oblige, and after $15000 in housing, incidentals, pet fees, medical expenses, and testing, I attempted to move back in a week ago to try to restore the front two rooms myself to be safe enough to live in. Within 3 hours, my lungs were burning with a "dry pneumonia" caused by mold spores in the lungs and swelling of the airways decreasing respiration. My body developed more sores on every limb, many of them bleeding, and I have had 3 emergency room trips since this ex parte motion that has no basis whatsoever except for pure retaliatory fantasy on behalf of the Plaintiff and her employees who are now posing as her tenants. It has been a struggle for me to find appropriate representation due to the Covid situation, and to keep up with answering the courts with limited experience representing myself, spending much of my time dealing with medical and housing issues.

6. I opened a Department of Building Inspection (DBI) investigation against the DBI's non-action and falsification of Notice of Violations (NOV) dating back to 2015 that have not been abated or

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corrected after DBI falsified records showing it was completed. All NOV's are documented with a timeline that clearly shows the falsified records which fell in Ms. Holmes favor. These NOV's and the lack of attention thereof, along with the felonious findings of diverted electricity, have heightened Ms. Holmes desire to evict me from the building.

7. I have paid Ms. Holmes all rent money due in a timely manner with proof of payment. Ms. Holmes has accepted all monies paid until the unlawful detainer except for three months despite the outstanding NOV's against her building. During those three months, despite being paid on time, the Plaintiff refused to pick up the checks that I left for her in her office, as the lease had indicated that it was an option. She amended the lease and demanded the 3 months of rent I paid to her office be sent to her address in Petaluma, where she does not even reside, only to use that time to tell as many people as she could that I was 3 months behind on my rent for which she intended to evict me. As a final note on this issue of residence, the Plaintiff and her husband spend many of their nights overnight in the upstairs two residents units. And since I returned to my unit a week ago, she and her husband have been there every single night staying with Mr. Severance.

8. I ask that the court find the Plaintiff and her other Tenants are falsely testifying in this case. Their actions have been detrimental to my health and safety, have led the death of my pet, and the wrongful death of my roommate.

9. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and can personally testify thereto.

Dated: May 10, 2020

Daniel J. Feldman

DEFENDANT

Stephanie Feldman Killion
Attorney in Fact for Defendant
154 N Greatwood Glen Place
Montgomery, TX 77316
Telephone (502) 836-1349
itsstephk@gmail.com

Defendant,
Daniel Feldman

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

- LIMITED CIVIL JURISDICTION -

LINDA STEINHOFF HOLMES,	)	Case Number: CUD-19-666401
	)	
Plaintiff,	)	Daniel J. Feldman's Declaration in Defense of
	)	Ex Parte Application for Order Authorizing Entry
Vs.	)	of Default and Default Judgement
	)	
DANIEL FELDMAN, ET AL.,	)	
	)	
Defendant(s).	)	

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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 Neuropsychology and currently licensed in the state of New Yor 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, particulaely older gay men and older persons with stroke, cancer, dementias, and 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 Environment for the mere fact that I love working with geriatric populations. To suggest that I am hostile in any way to seniors is a gross misrepresentation.

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Dated: May 10, 2020

Daniel J. Feldman

DEFENDANT

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

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APPEARANCES:

For DANIEL FELDMAN

DANIEL FELDMAN
8809 Denington Drive
Louisville, Kentucky 40222
307.699.3223
danieljfeldmanphd@gmail.com

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LINDA STEINHOFF HOLMES

Holmes v. Feldman

MONDAY, JULY 13, 2020

Siew G. Ung, RPR, CSR No. 13994

MARKED	DESCRIPTION	PAGE
	(None marked.)	

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SAN FRANCISCO, CALIFORNIA;

MONDAY, JULY 13, 2020, 9:49 A.M.

***

MR. FELDMAN: It is now -- let the record show it's now 9:49 a.m. on Monday, July 13th. The plaintiff was e-served on July 1st and July 9th about this deposition. The e-service went to Daniel Cheung, C-H-E-U-N-G, and Daniel Bornstein, attorneys for Plaintiff Linda Steinhoff Holmes. Linda is -- it's now 9:50 and Linda Steinhoff Holmes has not appeared for her deposition. I -- in addition to the deposition, the defendant was served discovery and has not responded whatsoever.

The -- in fact, the plaintiff and her attorneys have not responded to any communications from this defendant in pro per since the unlawful detainer was filed in December despite multiple requests for information, specifics about the case and particularly about the habitability of the apartment and the expenses I have had to incur due to my inability to live in my apartment.

Let it be known that it is my -- my opinion that the attorneys have suborned perjury from Linda Steinhoff Holmes who has made multiple ex-parte motions against me and are using the COVID stay order as a delay

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tactic to delay this trial and to have me incur more expenses for not being able to live in my apartment.

I expect to file today a motion and order for the defendant -- or, I'm sorry -- for the plaintiff to respond to requests for interrogatories, admissions -- documents that have not yet been received. Those were due on July the 8th.

I have not received any written objections to the defendant's [sic] deposition or their intent or non-intent to attend this deposition today. All of the discovery currently remains outstanding. I expect to move for an order compelling response and for monetary sanctions today with the court.

Their time to respond has expired and no response of any kind has been served. I have received no documents, and I expect to file a Motion to Compel to respond. Failure to timely respond waives all objections including privilege and work product. There is good cause that -- that the discovery sought be the defendant's --

THE REPORTER: The discovery what?

MR. FELDMAN: Oh, I'm sorry. Strike that if you can. I misspoke.

The information in the documents that I have requested and the tangible things that are sought would

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tend to prove or disprove the issues raised in the plaintiff's First Amended Complaint and my answer and resolve potentially disputed matters, the underlying incident, the identity and location of potential witnesses and/or facilitate the settlement.

Discovery of the documents is also necessary for trial preparation and to prevent surprises at trial. Plaintiff has failed to respond to any admissions which permits the court to deem all such matters admitted.

Regardless of the reason or the excuse for the delay or failure to respond, it's mandatory that the court impose monetary sanctions under Chapter 7 of the party whose failure to serve a timely response to Request for Admission necessitated this motion.

The fee for today's deposition was set at $1,500 including the court reporter's time -- which includes the court reporter's time. And we hereby adjourn today's meeting.

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STATE OF CALIFORNIA)
)
COUNTY OF MARIN)

I, Siew Ung, a Certified Shorthand Reporter, do hereby certify:

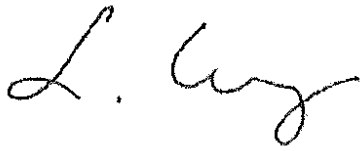
That prior to being examined, the witness in the foregoing proceedings was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

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

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Contact Us

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Case Number: CUD19666401
Title: LINDA STEINOFF HOLMES VS. DANIEL FELDMAN ET AL
Cause of Action: UNLAWFUL DETAINER - RESIDENTIAL
Generated: 2025-02-06 3:27 am

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2020-07-30	Statement for Continued MTC Hearing 30 July 2020 CUD-19-666401
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POA for Daniel Joseph Feldman
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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 **EX PARTE REQUEST FOR CONTINUANCE OF TRIAL** DATE: AUGUST 17, 2020 LOCATION: COURTROOM 501 JUDGE: HON. CHARLES F. HAINES

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I, JO ANNE FELDMAN, as Representative and POA for DANIEL JOSEPH FELDMAN, enter an Ex Parte Request for Continuance of Trial for a Medical Emergency. Mr. Feldman is currently under hospital medical care, and there is an unknown discharge date. I hereby request that the Discovery date of September 1, 2020, and the Jury Trial set for September 8, 2020 in Dept. 501, 400 McAllister Street, be delayed. Discovery date moved to October 1, 2020 and the Jury Trial date until October 8, 2020.

IT IS ORDERED, ADJUDGED AND DECREED that the clerk of the court is directed to reset the case for Discovery to October 1, 2020; and the Jury Trial date until October 8, 2020.

Date:

_____
Judge of the Above-entitled Court

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Case Number: CUD19666401
Title: LINDA STEINOFF HOLMES VS. DANIEL FELDMAN ET AL
Cause of Action: UNLAWFUL DETAINER - RESIDENTIAL
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2020-09-18	PROOF OF SERVICE OF TRIAL BRIEF (TRANSACTION ID # 100111861) FILED BY DEFENDANT FELDMAN, DANIEL	View

Date	Proceedings	Document
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THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Case Number: CUD19666401
Title: LINDA STEINOFF HOLMES VS. DANIEL FELDMAN ET AL
Cause of Action: UNLAWFUL DETAINER - RESIDENTIAL
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Register of Actions Parties Attorneys Calendar Payments Documents

Parties

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Party	Party Type	Attorneys	Filings
DOES 1 TO 10, INCLUSIVE 884 14TH STREET SAN FRANCISCO, CA 94114	DEFENDANT		DEC-12-2019 COMPLAINT $240.00 PAYMENT JAN-21-2020 PROOF OF SERVICE OF SUMMONS AND COMPLAINT FEB-20-2020 COMPLAINT
FELDMAN, DANIEL 8809 DENINGTON DRIVE LOUISVILLE, KY 40222	DEFENDANT	PFOST, OLIVER (Deactive 2020-03-06) Pro Per	DEC-12-2019 COMPLAINT $240.00 PAYMENT JAN-21-2020 PROOF OF SERVICE OF SUMMONS AND COMPLAINT JAN-30-2020 REQUEST TO WAIVE FEES JAN-30-2020 REQUEST TO WAIVE FEES JAN-30-2020 DEMURRER JAN-30-2020 PROOF OF SERVICE OF MOTION JAN-30-2020 MEMORANDUM OF POINTS AND AUTHORITIES FEB-20-2020 COMPLAINT FEB-26-2020 DEMURRER FEB-26-2020 MEMORANDUM OF POINTS AND AUTHORITIES FEB-27-2020 PROOF OF SERVICE OF SUMMONS AND COMPLAINT MAR-06-2020 SUBSTITUTION OF ATTORNEY MAY-13-2020 PROOF OF SERVICE OF (GENERIC) MAY-29-2020 ANSWER MAY-29-2020 GENERIC CIVIL FILING (NO FEE) JUN-01-2020 DEMAND FOR JURY JUN-04-2020 GENERIC CIVIL FILING (NO FEE) JUN-05-2020 NOTICE OF CHANGE OF ADDRESS (PARTY) JUN-18-2020 PROOF OF SERVICE BY MAIL JUL-14-2020 PROOF OF SERVICE BY ELECTRONIC MAIL JUL-14-2020 PROOF OF SERVICE BY ELECTRONIC MAIL JUL-15-2020 MOTION (CIVIL GENERIC) JUL-15-2020 GENERIC CIVIL FILING (NO FEE) JUL-21-2020 DECLARATION OF JUL-21-2020 PROOF OF SERVICE BY ELECTRONIC MAIL JUL-30-2020 GENERIC CIVIL FILING (NO FEE) JUL-30-2020 GENERIC CIVIL FILING (NO FEE) AUG-24-2020 GENERIC CIVIL FILING (WITH FEE) AUG-24-2020 PROOF OF SERVICE BY ELECTRONIC MAIL

Party	Party Type	Attorneys	Filings
			SEP-15-2020 STIPULATION FOR ENTRY OF JUDGMENT SEP-18-2020 GENERIC CIVIL FILING (NO FEE) SEP-18-2020 GENERIC CIVIL FILING (NO FEE) SEP-18-2020 GENERIC CIVIL FILING (NO FEE) SEP-18-2020 GENERIC CIVIL FILING (NO FEE) SEP-18-2020 GENERIC CIVIL FILING (NO FEE) SEP-18-2020 GENERIC CIVIL FILING (NO FEE) SEP-24-2020 GENERIC CIVIL FILING (NO FEE)
HOLMES, LINDA STEINOFF	PLAINTIFF	BORNSTEIN, DANIEL M	DEC-12-2019 COMPLAINT $240.00 PAYMENT DEC-20-2019 EX PARTE APPLIC FOR ORDER FOR POSTING AND MAILING OF SUMMONS $20.00 PAYMENT JAN-21-2020 PROOF OF SERVICE OF SUMMONS AND COMPLAINT JAN-21-2020 PROOF OF SERVICE OF SUMMONS AND COMPLAINT FEB-20-2020 COMPLAINT FEB-20-2020 SUMMONS ISSUED FEB-27-2020 PROOF OF SERVICE OF SUMMONS AND COMPLAINT MAR-12-2020 MEMORANDUM OF POINTS AND AUTHORITIES APR-01-2020 NOTICE OF ENTRY OF ORDER/NOTICE OF RULING FILED MAY-06-2020 NOTICE OF ENTRY OF ORDER/NOTICE OF RULING FILED MAY-06-2020 EX PARTE APPLICATION FOR ORDER MAY-06-2020 DECLARATION MAY-06-2020 DECLARATION OF MAY-06-2020 DECLARATION OF MAY-11-2020 NOTICE OF ENTRY OF ORDER/NOTICE OF RULING FILED MAY-11-2020 EX PARTE APPLICATION FOR ORDER MAY-13-2020 PROOF OF SERVICE OF (GENERIC) JUN-03-2020 EX PARTE APPLICATION FOR ORDER JUN-03-2020 DECLARATION JUN-03-2020 DECLARATION OF JUN-04-2020 DECLARATION JUN-24-2020 REQUEST TO SET FOR TRIAL JUL-17-2020 OPPOSITION SEP-15-2020 STIPULATION FOR ENTRY OF JUDGMENT

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THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Case Number: CUD19666401
Title: LINDA STEINOFF HOLMES VS. DANIEL FELDMAN ET AL
Cause of Action: UNLAWFUL DETAINER - RESIDENTIAL
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Payments

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Date	Amount	Payment Type	Receipt Number	Reason
2019-12-12	$240.00	CHECK	R9219C12F024	FIRST FILING UD COMPLT 2,500-10,000
2019-12-20	$20.00	CHECK	W1719C20S002	REQUEST OR STIP W/O HEARING
2020-01-30		IFP	W1620130F008	FIRST PAPER RESPONSE/ PLEADING $2,500 - $10,000
2020-02-26		IFP	R4520226M005	MOTION
2020-05-06	$60.00	ELECTRONIC	W6620506M020	MOTION
2020-05-12	$60.00	ELECTRONIC	W6620512M002	MOTION
2020-06-03	$60.00	ELECTRONIC	H3320603M020	MOTION
2020-07-15	$60.00	ELECTRONIC	H3320715M007	MOTION
2020-08-24		IFP	W2220824S011	REQUEST OR STIP W/O HEARING

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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 **RESPONSE TO DECLARATIONS FOR NEW EX PARTE ACCUSATIONS AND UNLAWFUL DETAINER ACCUSATIONS AS A WHOLE**

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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

Environment for the mere fact that I love working with geriatric populations. To suggest that I am hostile in any way to seniors is a gross misrepresentation, yet one the Plaintiff is glad to tell to nearly anyone who will listen despite multiple cease and desist notices for her to end her slander.

3. I moved to 884 14th Street, San Francisco, CA, 94114, agreement date March 15, 2013 with a move in date of April 19, 2013. I relocated from Pennsylvania to San Francisco, CA after prevailing in a qui tam case in the Second Circuit appealed up to the US Supreme Court, the False Claims Case of the United States ex rel. Feldman v. Van Gorp and Cornell University Medical College (03 Civ. 8135 (WHP) 02-09-2011). I have a long-standing history of upholding the truth by any measure as Second Circuit Judge Pauley took the time to express his admiration declaring that in his 15 years on the bench, he had not had a more honest and credible witness as myself. I was flattered by his comments yet know that I try in every way to exceed standards of honesty and integrity in all that I do despite at times still fumbling with a bad decision here and there.

4. I am a victim of two violent attacks at or near the property, in April 2013 and August 2013, which have left me with permanent physical disabilities and emotional Post-Traumatic Stress Disorder (PTSD). These disabilities including a chronic severe autoimmune/-autoinflammatory disease similar to Lupus, which has resulted in many surgeries removing affected organs and bones since the age of 12 and for which I am awarded income from Social Security Disability Insurance, have been exacerbated through the deliberate retaliation by the Plaintiff and Mr. Severance and have prevented me from returning to work. Despite her enthusiasm for my work when I applied to rent the unit, she refused to sign a Letter of Accommodation so that I could see clients in my home, telling me directly that it was her wish

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that I would go destitute. 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 property are documented.

5. I have had numerous occurrences with the building and landlord since 2013 that have proven criminal activity, many of them felonies, including the bribing of two Department of Building Inspection Inspectors; energy diversion through redirecting lines of power from the two other units, her office, her privately rented garage, as well as the common area lights in the backyard and serviceway diverting electricity from my fusebox, as shown to me in recorded video by PGE and a licensed electrician from Bay Electric, and with which the San Francisco Police Department officers who took the report of this felony assured me at the time was a crime that was only ever associated with the presence of a drug lab; multiple Notices of Violation (Appendix A) including lead paint that was not abated for more than 500 days; a wall heater that had not been cleaned in decades which had a hole in the back of it leaking carbon dioxide into the apartment in the same amount as running a car inside of the apartment according to a consented statement from the contractors hired by the Plaintiff to repair, resulting in my hospitalization and death of my pet; a serious mold issue that has persisted for almost 2 years, for which I have requested an investigation into the four fraudulent reports that DBI Inspectors made about the mold, most likely following the type of influence I captured on my front door camera a few years ago, which has now been tested and corroborated by ERT certified environmental specialists who described the mold resulting from a structural water leak and that the level of mold spores in the air was severely toxic; and now a water issue of extreme low pH levels under 4 that cause skin abrasions that also test positive for coliform bacteria, like E. coli, which has been noted by independent experts to have been added to the water system as a likely

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intentional act, resulting in 4 adult men getting sick and my 2 remaining cats, my closest friend and roommate who thought I was being overly cautious with my characterization of the potability of the water supply and deteriorated quickly from a healthy 39 year old in October, to hospice care by March, and deceased on March 21 in what could arguably be called a wrongful death. My sickness from the water has now resulted in 6 emergency room visits, a couple of urgent care visits, a couple of primary care visits, and multiple specialists including dermatology, urology, and gastrointestinal specialist on the way. This does not include the mental harassment from Ms. Holmes and the building tenants who I have witnessed and recorded that have plotted to corroborate about violent acts that I have made against and/or to them, and false police reports that did not result any findings. This is very serious, and I have been fearful of my life. Because of the toxicity in my apartment, which a certified enviromental specialist in business for 20 years described to me that it is one of the most toxic if not the most toxic aparrtment he had ever encountered and urged me to move immediately. For the last six months I have asked the Plaintiff and Mr. Bornstein to return the apartment to habitability, and they have not responded even once to that request, despite being sent the results for air and water sampling. I have done my best to respond to the courts despite caring for my dying friend, dealing with constant medical issues for 5 months, finding new places to reside safely with my cats waiting for anything the Plaintiff could do to oblige, and after $20000 in housing, incidentals, pet fees, medical expenses, and testing, I attempted to move back in a month ago to try to restore the front two rooms myself to be safe enough to live in. Within 3 hours, my lungs were burning with a "dry pneumonia" caused by mold spores in the lungs and swelling of the airways decreasing respiration. My body developed more sores on every limb, many of them bleeding, and I have had 3 emergency room trips since these ex parte motions that have no basis whatsoever except

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for pure retaliatory fantasy on behalf of the Plaintiff and her employees who are now posing as her tenants. It has been a struggle for me to find appropriate representation due to the Covid situation, and to keep up with answering the courts with limited experience representing myself, spending much of my time dealing with medical and housing issues. I was contacted a few weeks ago by the Eviction Defense Collaborative after nearly a month of leaving daily messages who helped me provide an answer to the unlawful detainer filed last Friday,

6. I opened a Department of Building Inspection (DBI) investigation against the DBI's nonaction and falsification of Notice of Violations (NOV) dating back to 2015 that have not been abated or corrected after DBI falsified records showing it was completed. All NOV's are documented with a timeline that clearly shows the falsified records which fell in Ms. Holmes favor (Appendix A). These NOV's and the lack of attention thereof, along with the felonious findings of diverted electricity and my recording of bribing city officials, have heightened Ms. Holmes' desire to evict me from the building.

7. I have paid Ms. Holmes all rent money due in a timely manner with proof of payment. Ms. Holmes has accepted all monies paid until the unlawful detainer except for three months despite the outstanding NOV's against her building. During those three months, despite being paid on time, the Plaintiff refused to pick up the checks that I left for her in her office, as the lease had indicated that it was an option. She amended the lease and demanded the 3 months of rent I paid to her office be sent to her address in Petaluma, where she does not even reside, only to use that time to tell as many people as she could that I was 3 months behind on my rent for which she intended to evict me. As a final note on this issue of residence, the Plaintiff and her husband spend many of their nights overnight in the upstairs two residents units. And when I returned to my unit a month ago, she and her husband were there every single night staying with

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Mr. Severance. Even now, on my surveillance camera, I hear the Plaintiff and Mr. Severance talking all through the night until dawn, with noises of machinery, water pumps, and what sounds at times like centrifuges in the background. They have been in my apartment unlawfully even as early as Thursday morning, and Tuesday night I had to call the police because someone was in my apartment without setting off the alarm, and my front window that is not alarmed had three locks opened on them that I had previously secured. My mail has been missing for weeks, including the ones that they claim were served at that address. The Plaintiff is the only person with keys to open the front and back door locks, and with the knowledge from being inside the apartment as to which windows are alarmed and which are not.

8. In May 2019, my roommate, now inconveniently deceased, and I clearly overheard a loud conversation between Mr. Severance; two other employees of the Plaintiff, Jazmin Cruz (I believe that is one of the names she uses) and Sean Tracy; and a Legal Expert on a conference call by speakerphone. At the time, I believed the Legal Expert was an officer at the SFPD who has consulted with them in the past. I have alerted Mrs. Holmes and Mr. Severance that their discussions made in the service way between 886 and 888 14th St, in the garage, and in any of the rooms adjacent to the light well between 882 and 884 14th St are clearly heard from any of the rooms in my home adjacent to the light well or serviceway, and the clear transmission of the sounds made by conversations, music, or construction is amplified by the fact that Mr. Severance has refused outright to put any rugs down in his apartment. He has made ridiculous excuses to me which are more intended as bullying than providing actual rationale for refusing to put down floor coverings: "I have a Masters Degree in Sound Engineering. It's what I do for a living. And it is a myth that rugs absorb sound." It is funny that on the advice of the SFPD that we consult a mediation board, and I asked Mr. Severance and Mrs. Holmes to present those

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arguments there, and the mediation board said those parties refused to answer any of the multiple attempts they made to reach them.

In any event, in May, the four parties listed above were speaking loudly on speakerphone with the windows open while the Expert provided clear consultation to the "residents"/employees of the Plaintiff who "live"/work in their business together upstairs. During that conversation, my roommate and I both sat there listening incredulously, which was also recorded and which I assume they meant for us to hear or which they had no concern about it being private given my prior alerts to them and their frequent complaints of being able to hear every sound from my own apartment. In that conversation, the Expert, who I now believe was legal counsel, consulted with them about three key elements of a conspiracy plot to accuse me of an assault on Mr. Severance with the outcome of having me arrested under false charges: 1) there would be a friend- or self-inflicted wound on Mr. Severance, which upset Ms. Cruz (alias?), 2) they and the Plaintiff and her husband needed to be tightly uniform in bearing false witness against me to the responding officer from the SFPD, and 3) there was an object of some kind that needed to be planted on the premises or in my apartment that would be the proof that I indeed had been responsible for the violent threat or other crime. I could not see the object that they were discussing that they had in their possession at the time, but it was clearly something like an unregistered gun (I do not own a gun of any kind), or a registered gun with a body count, or narcotics. Whatever it was, the Expert they were consulting on the phone was impressed that they had obtained it and agreed with them that it was perfect for the plot to work.

I alerted Mr. Bornstein in December 2019 that I had well-documented and has shared my knowledge of this conspiracy, and I did inform Mrs. Holmes that I had a recording of that conversation immediately after hearing a second conversation in June between her and Mr.

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Severance in which they discussed a more long-term strategy of building a case with multiple false reports of violence perpetrated by me with the final act being the report made in conjunction with the self-inflicted injury with multiple false witnesses present with the intent of having me wrongfully incarcerated, to prevent me from being present at a meeting requesting summary or default judgment. In that way, the Plaintiff and her employees would never be deposed or have to appear in court, something that would be difficult to do considering all of the stories would be perjured. For this reason alone, it is critical that I be allowed to serve subpoenas to the witnesses to these false allegations and to Mr. Bornstein, himself, so they, the Plaintiff and her husband can each respond in detail about the events listed in the declarations and unlawful detainer, especially considering that they never occurred, no police were ever called to make a report or to charge me with assault, no previous applications have been filed for a restraining order, no attempts were made on their part to get a mediator after twice rejecting the mediators who called on my behalf, I have never been a threat to public safety, and that other than these biased "witnesses" who were coached in an illegal felonious conspiracy, there are no others who have ever witnessed me engage in any such threating or violent act as described in these declarations. The one exception may be an unlicensed psychiatry resident in his second month of training, who I met no more than 20 minutes and who I reviewed negatively to his supervisor who threatened me in front of the staff of his training clinic that he was going to make my life "extremely complicated," knowing that I was very upset that both of my cats had been poisoned inside of my home, and that in confidence, I told him I suspected the Plaintiff or Mr. Severance of doing. He asked if I owned any weapons, and I declared that I did not own a gun and that if I needed something for defense, I had a gardening machete. I never said that I would use it to attack anyone. He contacted the Plaintiff who told him that I had attacked her, that she was a

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senior citizen and suggested that I engaged in elder abuse, all lies, and the ensuing documentation around that phone call falls outside of any recognized ethical or standard practice for dealing with Tarasoff risks. At the time this occurred with this unlicensed trainee, I had already been a licensed mental health professional for over 20 consecutive years.

When I and my roommate shared what we had heard in the speakerphone meeting with a Legal Expert in May, June and July 2019 and follow up after the 3 day quit letter with the police, the District Attorney's office, the Mayor's office, family including those in high office of law enforcement and friends, the consensus felt that the conversation was intentionally made loud enough for me to hear with the intention being to threaten me and less likely that there was any serious threat of falling victim to the plans outlined in their conspiracy. However, given that all of this has been put in these declarations, specifically false reports of assault and threats made by me, and these have been filed with the court under penalty of perjury, I am inclined to think otherwise and that there is some merit to the conspiracy being more than just a threat, whether orchestrated by a corrupt officer or an unscrupulous legal counsel. I understand fully the severity of these allegations, which I would go as far as to say allege criminal felonies including but not exhaustive of perjury, bribery, energy diversion, animal cruelty, conspiracy to make false reports of violence to the police and to the courts, premeditated murder, and attempted murder, and take them very seriously, and I would not file this with the court were it to be otherwise.

9. Before the unlawful detainer, it had been a year or longer since I had even seen the Plaintiff in person other than outside my window. Since that time, I have seen her once and only once, in January when a Notice of Entry was placed on my door without 24 hours notice. She also claimed that I must be present as her keys to my apartment had been stolen and that if I was not present, the locks would be drilled out at my expense, which is outrageous in its own right.

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Mr. Pfost was my legal counsel at the time, and I begged him to go with me to meet her as I was highly suspicious of her motives to ensure I would go and to ensure that I would not have enough time to get someone to accompany me. Mr. Pfost was aware of the conspiracy plot, and given they had just filed that I had committed the violent acts that they were going to allege I had perpetrated in that conspiracy, I told Mr. Pfost, Ms. Willison, who was briefly my replacement representative, and more than a dozen other people that there was no way I had any intention of physically being anywhere around her, especially not alone when I feared that they would carry out what they had advised to do by their Legal Expert in May 2019: to physically detain me, either the Plaintiff or Mr. Severance would suffer a self- or friend-induced injury, and when the police would arrive, they would have me arrested with multiple false witnesses present. Mr. Pfost and Ms. Willison believed I was being overly cautious, but I have been terrorized by these individuals for years and I knew what they were capable of doing. When I could not get anyone to go with me, I came up with a simple solution. I arrived exactly on time not just to find the Plaintiff there, but on the porch was her husband, Mr. Severance, Ms. Cruz, Mr. Tracy, and the two DBI Inspectors who I had reported for fraudulently abating cases and accepting bribes! The men stood on the porch, waiting for me like an army. The Plaintiff came over scowling at me, and I handed her the keys, asked her to make copies at her own expense, that I remotely turned off the alarm, and that they could help themselves inside, and to leave my original copies in the mailslot. And with that, I turned away telling them I had another appointment scheduled at that time, I went to get a manicure and pedicure to relax after stressing about being there all morning.

When I saw all of the players in the conspiracy meeting on my front porch in January like an army, I knew that it was definitely real. If I had stayed, they would have detained me until police arrived, all would make a false witness testimony, and I would be wrongfully jailed. In

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February, another Notice of Entry was posted. And not only did I not attack her, but I was not even there. I had once again begged Ms. Willison to go with me, and she said she could not. I told her that I would not be anywhere near the Plaintiff alone out of fear for my freedom and safety. Ms. Willison indicated that she believed I was being overreactive and paranoid. I forwarded her copies of my exchange with the Plaintiff that day, where I told the Plaintiff, I had disarmed the alarm system, she had keys to let herself in, and that she could help herself. I had already had to stay elsewhere at that time due to the extreme habitability issues, no potable water, under duress, unable to breathe due to the mold, skin lesions covering my body, and dealing with multiple doctor visits, in the emergency room myself, incredibly sick that very evening. These continued false declarations are harassment and an attempt for the Plaintiff and her counsel to take advantage of the Covid stay order, knowing I have found it nearly impossible to find counsel at this time, and that almost no court resources have been available to help me with this case, which is filed unlawfully and with all accounts perjured completely.

10. I ask that the court find the Plaintiff and her other Tenants are falsely testifying in this case. Their actions have been detrimental to my health and safety, have led the death of my pet, and the wrongful death of my closest friend and roommate.

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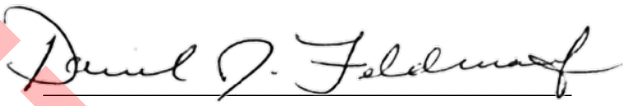
11. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and can personally testify thereto.

8809 Denington Drive

Louisville, KY 40222

Dated: June 8, 2020



Daniel Joseph Feldman
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

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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fraudulently abated NOV's related to my complaints and reported that other complainants have made similar allegations about the same inspectors. After providing a written statement about this misconduct at their request, including the recordings, no further official communications or re-inspections for the abated NOV's have occurred to my knowledge. Coincidentally, after Ms. Bosque and Mr. Sanbonmatsu requested my official statement, I have had to file multiple police reports about harassment and threats against me. Considering that similar allegations and experiences by regular citizens of San Francisco about DBI inspectors, including retaliation, have been reported in the media over recent years (SFGate 8/2005, 3/2007, 10/2012; Wall Street Journal 6/2013), I would anticipate DBI would want to mitigate possible liability due to corruption in the future.

It is my expectation that Human Resources will investigate the allegations and make revisions and/or addendums to existing NOV's which have been wrongfully abated. As I attempt to recover costs and restitute unlawfully collected rents with the Rent Board, I will need correspondence when the investigations begin, as well as progress notes leading up to and including the final outcome of the investigations.

If criminal behaviors are identified through this investigation, I am willing and able to provide evidence, documentation, and witness testimony as needed to indict both guilty DBI employees and/or external parties. As a licensed clinical neuropsychologist with more than a decade of expert witness testimony both in local and federal courts including the U.S. Supreme Court, I am familiar with these types of court proceedings and the due diligence that goes into cases of fraud and government corruption.

The following is a synopsis of specific concerns related to property 884 14th Street, block 3538, Lot 033, I would like reviewed.

Original lease agreement date: March 15, 2013

Move-in date: April 19, 2013

Owner and landlord of the property: Linda Steinhoff Holmes of 999 Lohrman Lane, Petaluma, California, 94952; as well as 1619 29th Ave, San Francisco, California 94122.

Personal background at property: I am a victim of two violent attacks at or near the property, in April 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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for the inspection on 6/8/2017, she claims she was shown the wrong side of the building by Bob Noelke, contractor representing the landlord. Ms. Dang signed off that all work was completed and corrected, and the case was abated. Following this erroneous abatement, my landlord was excused from any fees, fines, or liens on her building as the fifth scheduled Director's Hearing was removed from the schedule. To be clear, during the preceding 12 months, neither my landlord nor her agent had been present for any but one of eight scheduled inspections nor any but one of the Director's Hearings where her agent appeared to request a continuance.

During the next inspection on 6/22/2017, Ms. Dang was shown the work that had not been completed from the previous NOV 201620741, and she refused to correct the abatement. Instead, Ms. Dang created a new lead paint complaint as part of NOV 201786171. Over the next three months, the lead paint was properly removed and the case was officially abated on 10/5/2017 by Ms. Dang.

Had Ms. Dang not created a new NOV, nor abated the first NOV improperly, I would be entitled to an additional $16,800 in unlawfully collected rents.

It should also be noted that the water drainage issue on NOV 201620741 was also abated prematurely, and Ms. Dang has subsequently refused to open an NOV. There continues to be a significant water drainage issue with water standing against the back of the building. If this had been noted as an outstanding NOV, I would be entitled to an additional $159,600 in unlawfully collected rents.

b. The building did not have required exterior lighting in common areas such as entrances, porches, and interior common hallways controlled by a motion sensor or to keep the luminaire switched on which is required by San Francisco Residential Requirements for a low-rise multi-family building. The landlord had the settings set for daylight hours and posted signs for tenants to not change the settings or turn on the lights, despite multiple requests that she restore lighting as homeless and others took advantage nightly of the enclosed dark shelter. Their vagrancy prevented me from leaving the residence in the evenings without suffering panic attacks, related to the attacks which occurred there in 2013.

During the 6/22/2017 inspection, I requested a review of the lack of nighttime lighting. Ms. Dang verbally communicated she would not file an NOV. She also stated she would not inspect during non-daylight hours to observe the lack of light in the common areas, or allow photographic evidence or witness testimony documenting the violation. I had to rely upon urging my neighbors to contact my landlord directly about her infraction of Duboce Triangle Neighborhood Association policies for lighting and safety.

This request was ignored until 11/21/2017 when I discovered that a previously abated electrical violation in which I had been paying for electricity provided to the common areas of the building had not been corrected: NOV 201720933. At that time, the porch issue was partially addressed.

c. An inspection date of 11/14/2018 for NOV 201894761 to inspect a water leak repair was scheduled by Ms. Dang on or before 11/9/2018 with the landlord's contractor Art Campos. On Saturday, 11/10/2018, a letter was postmarked to alert me of the intent to

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enter the apartment, in violation of Civil Code 1954 which requires 6 days prior notice. I received the notice Tuesday evening, 11/13/2018, at which point I alerted the landlord and Art Campos I would not be available at that time and to reschedule the appointment with proper notice.

On the morning of the inspection, I found a written notice posted on the porch 11/13/2018 by Art Campos. From video surveillance recording, he did not ring the doorbell, text or call me as he has done in the past. I contacted 311, DBI, and the Rent Board immediately to query Ms. Dang's intent to enter the apartment. I was instructed that reasonable notice had not been given and for me to prepare a notice that an entry into the apartment would be unlawful and to communicate that to the landlord, her representative and Ms. Dang. The notice was posted over the front and back door knobs, and text messages sent to all parties.

When Ms. Dang and Mr. Campos arrived, I was told in text message from Mr. Campos that if I do not open the door to finish the NOV process "the HIS city officials will not address your future complaints for not following through with this NOV." I asked Ms. Dang to clarify the statement to me, and no further clarification was given. Ms. Dang proceeded to forcefully enter my apartment using a key given to her by Mr. Campos which is recorded on video surveillance and by multiple witnesses.

With the door only open a few inches, she was confronted by me and my guests and told not to enter. She argued with me and continued to push through the about 1 foot into the door entry. Without coming fully into my apartment, Ms. Dang said her inspection was completed. From the video surveillance it is obvious Ms. Dang was physically unable to inspect the area of the NOV, yet she abated the case when she 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

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Housing Inspection Services division:
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

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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

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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)

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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.

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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)

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