

CGC - 21 - 594129

FELDMAN V. STEINHOFF-HOLMES

SAN FRANCISCO SUPERIOR COURT

GENERAL CIVIL
DEPARTMENT 501 REAL PROPERTY

2021 - 2025

WRONGFUL EVICTION CLAIM TO
RESTORE DAMAGES AFTER PREVAILING IN
CASE CUD-19-666401

NOTICE TO PLAINTIFF

A Case Management Conference is set for:

DATE: DEC-29-2021

TIME: 10:30AM

**PLACE: Department 610
400 McAllister Street
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed and served twenty-five days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at www.sfsuperiorcourt.org under Online Services.**

[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]

ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE SHOULD PARTICIPATE IN MEDIATION, ARBITRATION, NEUTRAL EVALUATION, AN EARLY SETTLEMENT CONFERENCE, OR OTHER APPROPRIATE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.

(SEE LOCAL RULE 4)

Plaintiff **must** serve a copy of the Alternative Dispute Resolution (ADR) Information Package on each defendant along with the complaint. (CRC 3.221.) The ADR package may be accessed at www.sfsuperiorcourt.org/divisions/civil/dispute-resolution or you may request a paper copy from the filing clerk. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the ADR Information Package prior to filing the Case Management Statement.

**Superior Court Alternative Dispute Resolution Administrator
400 McAllister Street, Room 103-A
San Francisco, CA 94102
(415) 551-3869**

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.

JULIEN SWANSON (SBN 193957)
584 Castro St #2126
San Francisco, CA 94114-2512
Tel: (415) 282.4511
Fax: (415)282.4536
swanson@austinlawgroup.com

FILED

Superior Court of California
County of San Francisco

JUL 28 2021

CLERK OF THE COURT

BY:



Deputy Clerk

Attorneys for Plaintiff DANIEL FELDMAN, Ph.D.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO - UNLIMITED

Case No. **CGC-21-594129**

DANIEL FELDMAN, Ph.D.,

Plaintiff,

v.

LINDA STEINHOFF HOLMES, an individual;
and DOES 1-10, inclusive,

Defendants.

**PLAINTIFF'S COMPLAINT FOR DAMAGES
AND DEMAND FOR JURY TRIAL:**

1. Constructive Eviction;
2. Retaliatory Eviction;
3. Negligence Per Se;
4. Negligence/Personal Injury;
5. Breach of the Warranties of Habitability;
6. Breach of Covenant of Quiet Enjoyment;
7. Defamation;
8. Intentional Infliction of Emotional Distress;
9. Unlawful Business Practice;
10. Nuisance.

INTRODUCTION

1. This action stems from the harassment and the constructive, wrongful and retaliatory eviction of the Plaintiff from his rent controlled San Francisco apartment.

2. The Plaintiff, Daniel Feldman, is a Clinical Neuropsychologist and a long time survivor of HIV.

3. As a result of the Defendant-landlord Linda Steinhoff Holmes' illegal actions as they are described herein, Dr. Feldman lost not only his housing he was forced to spend tens of thousands of dollars in relocation expenses.

4. Moreover, his ability to work and earn income as well as his ability access medical treatment was interfered with by Holmes, who defamed him, tarnished his reputation with his neighbors and his medical providers and falsely accused him of being violent, dangerous, and mentally unsound.

5. He remains traumatized by the events that are described herein.

6. He also remains without stable housing as a direct result of these events.

7. Over the course of his tenancy, which spanned from 2013 until 2019, Dr. Feldman made complaints to the City's building inspector about the unlivable and unsafe conditions on the property, to the police and district attorney about the drug dealing being conducted from the upstairs units, and to the United States Attorney about the corruption he witnessed with city officials accepting bribes and refusing to remedy the unsafe conditions or drug activity.

8. In return, Ms. Holmes made living at the Property hell for him, culminating in his constructive eviction in December 2019, and the subsequent, retaliatory unlawful detainer she filed against him.

9. Under the law, Holmes is liable for her actions because Dr. Feldman was forced to vacate the premises as a result of her "[f]ailure to repair and keep the premises in a condition suitable for the purposes for which they were leased."¹

10. He hired experts at his own expense to test for water contamination and mold, and though dangerous mold levels and water leaks were confirmed and the report found the unit

¹ Stoiber v. Honeychuck, 101 Cal. App. 3d 903, 926 (1980).

1 uninhabitable, Holmes refused to abate the problem.

2 11. Dr. Feldman seeks and claims damages herein for the discrimination and loss of
3 reputation he faced, as well as the loss of the value of the rent-controlled unit for the non-fixed term,
4 the tens of thousands of dollars in forced relocation costs, and the emotional distress and mental
5 anguish he suffered, and punitive damages, attorney's fees and costs of suit.

6 **PARTIES**

7 12. Daniel Feldman, PhD., the Plaintiff, ("Plaintiff" or Feldman") was at all times relevant
8 herein, a resident of San Francisco, California, a United States citizen, and an individual over the age of
9 18.

10 13. Defendant Linda Steinhoff Holmes ("Holmes") is, and was at all times relevant herein,
11 an individual over the age of 18, and was conducting business in the City and County of San Francisco,
12 California as a residential landlord.

13 14. Holmes is the owner of the real property located at 884-886 14th Street, San Francisco,
14 California ("Property").

15 15. **Fictitiously-Named DOE Defendants**

16 (a) Defendants DOE 1 through DOE 10, inclusive ("DOE Defendants") are fictitious names
17 of defendants sued herein under the provisions of Section 474 of the Code of Civil Procedure.
18 Their true names and capacities are unknown to Plaintiff. When said true names and capacities
19 are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities
20 herein.

21 (b) Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
22 defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's
23 damages as herein alleged were proximately caused by such defendants.

24 (c) At all times herein mentioned the DOE Defendants were the agents, servants,
25 employees, employers, principals, owners, co-owners, lessors, sublessors, predecessors, or
26 successors of their codefendants, and in doing the things alleged below were acting in the scope
27 of their authority as such agents, servants, employees, employers, principals, owners, co-
28 owners, lessors, sublessors, predecessors, or successors, and with the permissions and consent

1 of their codefendants.

2 16. Wherever this complaint refers to "defendants," such reference shall mean and include
3 each expressly named defendant and all DOE defendants.

4 **JURISDICTION AND VENUE**

5 17. This Court has jurisdiction over Mr. FELDMAN's claims because This Court has
6 personal jurisdiction over Defendant, each of which is licensed to conduct and/or conducting business
7 in the State of California.

8 18. Venue is proper in this Court because Defendant transacts business in this County, and
9 the conduct complained of occurred in this County.

10 **STATEMENT OF FACTS**

11 19. Feldman was at all relevant times a disabled, HIV-positive San Francisco resident.

12 20. Dr. Feldman resided in unit 884 of the Property ("Feldman's Unit") pursuant to a written
13 lease agreement with Holmes beginning March 2013 until his retaliatory and wrongful, constructive
14 eviction in December of 2019 and the eviction lawsuit filed against him thereafter.

15 21. Feldman's Unit was registered as a rent-controlled unit under the San Francisco Rent
16 Stabilization Ordinance² ("Rent Ordinance") with a monthly rent of \$2800.

17 22. Defendant was a landlord, and Plaintiff was a tenant within the definition of the Rent
18 Ordinance, and Defendant was in a landlord-tenant relationship with Plaintiff at all times relevant
19 herein.

20 23. Plaintiff qualifies as a "person who hires a dwelling" (i.e. a tenant) as defined by
21 California Civil Code Section 1940 and avail themselves of all the rights, remedies and benefits
22 contained therein.

23 24. By way of Plaintiffs long-term tenancy and regular monthly payment of rent, Plaintiff
24 was also a common law tenant of the Property.

25 25. In November of 2019, subtenant Christopher Hefner began to reside with Feldman in
26 Feldman's Unit as a subtenant.

27
28 ² San Francisco Administrative Code, Chapter 37.23 originally enacted June 13, 1979

1 26. During his tenancy, Dr. Feldman complained about the Property to both Holmes and the
2 San Francisco Building Inspector, for defects in the Property that included but were not limited to: (i)
3 Mold and water leak(s) that were improperly repaired or ignored; (ii) Peeling lead paint; (iii) Exposed
4 electrical wiring; (iv) Overloaded electrical fuse box; (v) malfunctioning and/or missing windows;
5 (vi); No heat/heater dysfunction; (vii) carbon monoxide leak without detector (leading to the death of
6 Dr. Feldman's cat and his losing consciousness and subsequent hospitalization); (viii) Contamination of
7 water supply (causing the hospitalization and serious illness of four adults).

8 27. There were 25 complaints made by Dr Feldman to the San Francisco Department of
9 Building Inspection ("DBI") from 2016 through 2020 detailing the above issues, most notably the water
10 leaks and mold, the lead paint, and the water contamination.

11 28. On May 28, 2019, Feldman wrote to the San Francisco Department of Building
12 Inspection, including Taras Madison, Deputy Director, James Sanbonmatsu, Chief Housing Inspector,
13 and copied Emily Morrison, Human Resource Manager and Jose E. Lopez, Senior Housing Inspector,
14 alleging there were fraudulent inspections and improper abatements of the multiple Notice of
15 Violations ("NOV") issued by DBI, stating in part:

16 *"It is my expectation that Human Resources will investigate the allegations and make revisions*
17 *and/or addendums to existing NOV's which have been wrongfully abated. As I attempt to*
18 *recover costs and retribute unlawfully collected rents with the Rent Board, I will need*
19 *correspondence when the investigations begin, as well as progress notes leading up to and*
20 *including the final outcome of the investigations."*

21 29. Instead of rectifying the situation, a three-day quit notice dated December 2, 2019 was
22 issued by Defendant Holmes against Plaintiff, falsely alleging he was a risk to public health and safety,
23 falsely alleging noise complaints, vandalism, and threats and attacks made on her and her other tenants
24 (who worked for her, and one of whom is allegedly her son).

25 30. The notice stated:

26 *"May, 2013 - Present: At all hours of the day and night, you scream, bang the floor, yell*
27 *obscenities, play music at extremely loud volume, causing your neighbors to be fearful and*
28 *disturbed. On two separate occasions, you have vandalized the building by causing the window*

1 *of your front door to break. Your misconduct has resulted in the landlord and a building*
2 *resident to seek SF Police intervention to stop your behavior. You have repeatedly*
3 *threatened to kill the owner with a machete and to kill the other building resident by using a*
4 *gun. You have attempted to physically attack the owner and only stopped when others*
5 *restrained you”.*

6 31. Holmes also published the above defamatory statements to Dr. Feldman’s neighbors,
7 other tenants, workers who had access to Feldman’s apartment, law enforcement, his treatment
8 providers, and to city officials.

9 32. Despite the lack of any police report, complaint or other evidence, Dr. Feldman was
10 banned from UCSF campus and primary medical care and subjected to harassment and humiliation as a
11 result of the allegation made by Holmes that he had committed elder abuse and was dangerous.

12 33. Holmes knew these criminal accusations were false, and made them for the purpose of
13 tarnishing Feldman’s reputation, to support her efforts to rid him of the unit, specifically, in order to (i)
14 retaliate against him for making complaints about the Property, (ii) to illegally bypass rent control and
15 related regulations, and (iii) to recover the Property for her own use.

16 34. Instead of any protection from the police, or mandated repair orders from the city,
17 Feldman was constructively evicted when his unit became totally uninhabitable, and it remained that
18 way from December 26, 2019 on, due to the lack of potable water, mold, but also due to the dangerous
19 conditions created by the Defendant and her other tenants, at her direction.

20 35. He wrote to the Defendant that day, and multiple times thereafter, as well as to
21 Defendant’s attorney, Daniel Bornstein, to request that water be restored and mold be removed, and to
22 alert him when he needed to be on the Premises for repairs and when he could return.

23 36. He heard nothing in response from either the Defendant or her attorney, until the final
24 days of the Unlawful Detainer proceedings, when Defendant agreed to dismiss the complaint and
25 because the necessary repairs had not been made - the mold had not been removed, the water had not
26 been changed or assessed for potability, there was an active water leak flooding the kitchen floor, there
27 was racoon feces all over the back stairs and patio, there was flooding water outside from the absence
28 of proper drains. Dr. Feldman agreed to move out within one month – Dr. Feldman agreed to move his

1 belongings out.

2 37. The long-standing failure to repair the Property rendered Feldman's Unit both
3 uninhabitable and incapable of being occupied thereby forcing him to vacate and thereby, he became
4 entitled to relocation benefits under the California Health and Safety Code, Section 17975, et seq. and
5 San Francisco Rent Ordinance Section 37.9(a)(II), et seq., which Defendants failed to provide.

6 38. Plaintiff had resided in Feldman's Unit as a tenant as defined in the San Francisco Rent
7 Ordinance, with the express and implied knowledge and consent of Defendants, and each of them.

8 39. Defendant expressly and impliedly warranted that Feldman's Unit was a lawful rental
9 unit fit for human habitation, that the Property was and would remain habitable and that they would
10 maintain and repair the Feldman's Unit in such a manner as to keep it habitable and safe to occupy.
11 Instead, Feldman's Unit lacked the basic services and requirements set forth under Civil Code Section
12 1941 to meet minimum standards of habitability.

13 40. Defendants, and each of them, among other things, expressly and impliedly warranted
14 that Feldman's Unit was and would remain habitable and that they would maintain and repair the
15 Premises in such a manner as to keep it habitable and safe to occupy. Instead, Defendant permitted the
16 Property, specifically Feldman's Unit, to deteriorate into a dilapidated, substandard, uninhabitable and
17 uninhabitable state in bad faith.

18 41. At all times throughout the remainder of Plaintiff's tenancy, Plaintiff was exposed to
19 excessive moisture and airborne contaminants due to Defendants', and each of them, failure to return
20 Feldman's Unit to a habitable condition.

21 42. Feldman's Unit was substandard and uninhabitable due to the Defendant's failure to
22 maintain and repair it, as described herein, which resulted in Dr. Feldman's forced relocation.

23 43. Plaintiff repeatedly requested repairs of the defective conditions with Defendant, who
24 either ignored said requests or responded in an untimely fashion. When requests were responded to,
25 they were addressed in a substandard fashion, without necessary permits and which failed to resolve the
26 substandard, uninhabitable and defective conditions including, but not limited to, failing to resolve the
27 water intrusion defects throughout Feldman's Unit.

28 44. Defendant's refusal and failure to repair Feldman's Unit and provide housing fit for

1 human habitation was in bad faith.

2 45. Plaintiff thereby became entitled to relocation benefits under the California Health and
3 Safety Code, Section 17975, et seq. and San Francisco Rent Ordinance Section 37.LJ(a)(II), et seq.,
4 which Defendant failed to provide.

5 46. Plaintiff has a compromised immune system, that made him more susceptible to the
6 environmental contaminants, and while Plaintiff took all necessary steps to mitigate the surface and
7 airborne contaminants, but despite these efforts, they did not respond to treatment.

8 47. The Property had an extreme direct negative impact on Plaintiff's health

9 48. Defendant had actual and constructive knowledge of the conditions at the Property and
10 within Feldman's Unit, and failed to cure the conditions listed herein.

11 49. Defendant did not perform her obligation under the rental agreement in ways that
12 include, but are not limited to the following

13 a. Breached the warranty of habitability by not making the needed repairs;

14 b. Failed to maintain Feldman's Unit in a safe and habitable condition;

15 c. Denied Plaintiffs peaceable quiet enjoyment of Feldman's Unit and the Property.

16 50. Said defective conditions were not caused by wrongful or abnormal use by Plaintiff or
17 anyone acting under Plaintiff's authority.

18 51. As a direct and proximate result of the above conduct and resultant conditions, Plaintiff
19 suffered and continues to suffer severe physical, mental, and emotional pain, injury and distress,
20 including, but not limited to, respiratory ailments, shortness of breath, wheezing, coughing, allergies,
21 eye irritation, interrupted sleep, general discomfort and fatigue, embarrassment, humiliation,
22 discomfort, exacerbation and annoyance, and extreme emotional distress all to their general damage in
23 an amount to be proven at trial.

24 52. As a direct and proximate result of the above acts by Defendant Plaintiff paid excessive
25 rent for the Premises during the length of his tenancy.

26 53. As a direct and proximate result of the above acts by Defendant Plaintiff lost possession
27 of Feldman's Unit.

28 54. Defendant endeavored to recover possession of Feldman's Unit in bad faith through

1 unlawful harassment and other means, including but not limited to the following actions:

- 2 a. Refusing to perform effective repairs of the severely dilapidated conditions which
- 3 rendered Feldman's Unit uninhabitable;
- 4 b. Demanding rent despite Feldman's Unit being in a condition of severe dilapidation and
- 5 disrepair;
- 6 c. Seeking to force Plaintiff to vacate by permitting his unit to fall into and/or remain in a
- 7 condition that was substandard, uninhabitable and a threat to the health and safety of Plaintiff,
- 8 and any occupants, in an effort to recover possession of the rent controlled unit;
- 9 d. Seeking to coerce Plaintiff to not assert his legal rights through intimidation, and
- 10 harassment,
- 11 e. Refusing to return possession of Feldman's Unit after the completion of repairs
- 12 and remediation; and
- 13 f. Wrongfully instituting eviction proceedings against him.

14 55. Defendant owed various statutory and non-statutory duties to Plaintiff flowing from her
15 status as owner of the Property, "landlord" as defined by Section 37.2(h) of the San Francisco
16 Administrative Code and property manager, including, but not limited to, duties to maintain Feldman's
17 Unit in a habitable condition and in compliance with local and state statutes, housing and building
18 codes and other obligations stemming from the renting of residential dwellings.

19 56. As a direct and proximate result of the above mentioned conduct, Plaintiff has suffered
20 and continues to suffer damages, all in an amount to be proven at trial.

21 57. As a direct and proximate result of the above conduct, Plaintiff has suffered and
22 continues to suffer the loss of use of his unit, attorneys' fees, and other special damages.

23 58. As a direct and proximate result of the above conduct, Plaintiff has suffered and
24 continues to suffer severe physical, mental, and emotional pain, injury and distress, including, but not
25 limited to respiratory distress, nervousness, fatigue, embarrassment, humiliation, discomfort,
26 exacerbation and suffered loss of use of Feldman's Unit, causing general damages in an amount to
27 be proven.

28 59. Defendants', and each or them, conduct was without right or justification and done for

1 the purpose of depriving Plaintiff of his right to possession of the Premises. Defendants engaged in the
2 above-described conduct with the knowledge that the conduct was without right or justification and
3 without regard for the fact that it would cause injury to Plaintiff, notwithstanding their obligation to
4 comply with applicable ordinances and statutes providing for quiet possession and enjoyment of the
5 Property.

6 60. Plaintiff is therefore entitled to punitive damages.

7
8 **CLAIM ONE**
9 **Constructive Eviction**
10 **(Against all Defendants)**

11 61. The allegations set forth in the above paragraphs are re-alleged and incorporated as
12 restated herein.

13 62. A landlord is liable for constructive eviction where a tenant elects to vacate the premises
14 as a result of the landlord's failure to repair and keep the premises in a condition suitable for the
15 purposes for which they were leased.

16 63. Here, Plaintiff was forced to elect to vacate the Property December 26, 2019 because of
17 the deplorable condition the Defendant created and maintained, by design.

18 64. He wrote to the Defendant that day, and multiple times thereafter, as well as to
19 Defendant's attorney, Daniel Bornstein, to request that water be restored and mold be removed, and to
20 alert him when he needed to be on the Premises for repairs and when he could return.

21 65. The damages recoverable for constructive eviction include the value of the term, less the
22 rent reserved, expenses for removal, for mental anguish, and exemplary or punitive damages. See
23 *Stoiber v. Honeychuck*, 101 Cal. App. 3d 903, 926 (1980).

24 66. Here, Defendant is liable to Plaintiff for an amount to be determined at trial, to include
25 tens of thousands of dollars in relocation costs.
26
27
28

CLAIM TWO
Retaliatory Eviction
Violation of San Francisco Administrative Code § 37.9, et seq.
(Against all Defendants)

67. The allegations set forth in the above paragraphs are re-alleged and incorporated as restated herein.

68. Defendant acted as described herein, in retaliation for Dr. Feldman complaining about the illegal conditions of the Property and filing complaints related thereto.

69. Defendant endeavored to recover, and in fact recovered, possession of the Premises in bad faith, with ulterior reason, and without honest intent, and in a manner not permitted by the San Francisco Administrative Code § 37, et. seq. ("Rent Ordinance") and thereby violated the provisions of the Rent Ordinance § 37.9, et. seq.

70. Defendant failed to provide Plaintiff just cause to evict him as required by the Rent Ordinance.

71. Defendant's eviction of Plaintiff was lacking in the requisite just cause and was incapable of being remedied as Plaintiff's tenancy was protected from eviction.

72. The Rent Ordinance establishes a procedure for assisting persons such as Plaintiff in relocating from dwelling units that have been determined to be sub-standard and/or illegal for residential use.

73. The Rent Ordinance establishes a procedure for assisting persons such as Plaintiff in relocating from dwelling units that have been lawfully evicted for "just cause" and in compliance with the Rent Ordinance.

74. Pursuant to the terms of the Rent Ordinance, a dislocated tenant is entitled to receive certain payments, among other substantive and procedural rights.

75. Defendants failed to provide Plaintiff with any of the benefits and/or assistance required by the Rent Ordinance.

76. Instead, Defendant sought to evict Plaintiff, and refused to repair his unit permanently

1 removing him therefrom.

2 77. Section 37.9(f) of the Rent Ordinance provides for an award of not less than three times
3 the actual damages when a landlord or any other person willfully assists the landlord to endeavor to
4 recover possession of a rental unit in violation of Chapter 37.9 et. seq., and Plaintiff is entitled to three
5 times actual damages.

6 78. Defendants acted in knowing violation of or reckless disregard for Plaintiff's rights
7 under the Rent Ordinance, and Plaintiff is thereby entitled to three times damages for economic injuries
8 emotional distress.

9 79. Section 37.9(f) of the Rent Ordinance provides for the award of reasonable attorney's
10 fees to the prevailing party in any action brought under this section.

11 80. As a direct and proximate result of Defendants' repeated violation of the San Francisco
12 Rent Ordinance, Plaintiff has suffered damages as is set forth herein including, but not limited to, loss
13 of use of the rent controlled apartment, and costs incurred while it was unsafe for him to stay in his
14 unit, and costs to relocate.

15 **CLAIM THREE**
16 **Negligence Per Se**
17 **(Against all Defendants)**

18 81. Plaintiff realleges and incorporates all prior allegations above as though fully set forth
19 herein.

20 82. Defendant violated their duty of due care to Plaintiff and violated their statutory duties
21 to Plaintiff by violating certain housing, building and fire codes, local ordinances and state statutes,
22 including but not limited to: Civil Code Section 1941, e/ seq., Health & Safety Code section 17920.3,
23 and San Francisco Administrative Code § 37.9, et seq. and 37.10B, et seq.

24 83. At all times relevant, Plaintiff belonged to the class of persons for which these statutes
25 were designed to offer protection. The harm that has befallen Plaintiff is of the type these statutes were
26 designed to prevent.

27 84. As a proximate result of Defendants' negligent violation of statutory duty, as set forth
28 above, Plaintiff has suffered actual, special and general damages as set forth herein and to be proven at

trial.

CLAIM FOUR
Negligence / Personal Injury
(Against all Defendants)

85. Plaintiff realleges and incorporates all prior allegations above as though fully set forth herein.

86. By reason of the landlord-tenant relationship between Defendants and Plaintiff, Defendant owed Plaintiff a duty to exercise reasonable care in the ownership, management, inspection, and control of Feldman's Unit, which included a statutory duty to comply with all applicable laws governing Plaintiffs rights as a tenant and all duties listed below.

87. Defendant also owed a duty to exercise reasonable care in maintaining the Property and Feldman's Unit free of defects and/or hazards and in inspecting the Property for same, so as to preclude any person, including Plaintiff, from unreasonable risk of harm.

88. Defendant also owed a duty to warn Plaintiff of any potential and non-obvious hazards.

89. The duty to exercise reasonable care owed by Defendant to Plaintiff also included, but was not limited to the following duties the duty to provide Plaintiff with legal, tenantable housing, fit for human occupancy; the duty to refrain from interfering with Plaintiff's full use and quiet enjoyment of the rented residence; and the duty to comply with all applicable state and local laws governing Plaintiffs rights as tenants.

90. Defendant, by the acts and omissions alleged herein, were negligent and careless and thereby breached said duties. Defendants also breached their duties to Plaintiff by failing to inspect Feldman's Unit, to repair Feldman's Unit properly, to maintain Feldman's Unit free of defects and hazards, and to warn Plaintiff of the potentially hazardous nature of the contaminants being released into Feldman's Unit.

91. As a direct and proximate result of these breaches of duty by Defendants, Plaintiff suffered actual and special damages as herein alleged.

92. The aforementioned duties breached by Defendant were breached with knowing and/or reckless disregard for Plaintiff's rights and/or safety and/or health and therefore justify an award of

substantial exemplary and punitive damages in an amount to be proven at trial.

CLAIM FIVE
Breach of the Warranties of Habitability
(Against all Defendants)

93. Plaintiff realleges and incorporates all prior allegations above as though fully set forth herein.

94. Defendant has violated statutes, including, among others, Civil Code Section 1941, et seq, and Health & Safety Code section 179203 related to the implied warranty of habitability.

95. Plaintiff repeatedly notified Defendants, and each or them, both orally and in writing, of these unsanitary, unhealthy and/or defective conditions. Defendants, and each or them failed and/or refused to repair these dangerous and defective conditions within a reasonable time, or at all.

96. Accordingly, Defendant had actual and/or constructive notice of each of the defective conditions described above at all relevant times herein.

97. Indeed active NOV's were in place throughout Plaintiff's tenancy.

98. Despite such notice, Defendant failed to take the steps necessary to repair said conditions at all times relevant herein.

99. Plaintiff paid Defendant rent during the time they occupied the Property.

100. Plaintiff did nothing to cause, create or contribute to the existence of the defective conditions stated above.

101. Further, Feldman's Unit as it existed in its defective and dangerous condition, had no rental value whatsoever as a result of its defective and dangerous condition.

102. Plaintiff's injuries were a direct and proximate result of Defendants' breach of the statutory warranty of habitability and their failure to repair the defective and dangerous conditions or have them repaired within a reasonable time or at all.

103. As a direct and proximate result of the above conduct and resultant conditions in Feldman's Unit, Plaintiff suffered and continues to suffer severe physical, mental, and emotional pain, injury and distress, including, but not limited to, respiratory ailments, shortness of breath, wheezing, coughing, eye irritation, interrupted sleep, general discomfort and fatigue, embarrassment, humiliation,

1 discomfort, exacerbation and annoyance, and extreme emotional distress all to their general damage in
2 an amount tour, medical and related expenses in amount to be proven at trial.

3 **CLAIM SIX**
4 **Breach of Covenant OF Quiet Enjoyment**
5 **(Against all Defendants)**

6 104. Plaintiff realleges and incorporates all prior allegations above as though fully set forth
7 herein.

8 105. By the acts and omissions described above, Defendant interfered with, interrupted, and
9 deprived Plaintiff of the full and beneficial use of the Property and disturbed Plaintiff's peaceful
10 possession of the Property and Feldman's Unit therein.

11 106. These acts of interference, interruption, deprivation, and disturbance by Defendant
12 amount to a breach of the covenant of quiet enjoyment implied in all rental agreements, and codified in
13 California Civil Code section 1927.

14 107. As a direct and proximate result thereof, Plaintiff has suffered, and continue to suffer,
15 pain, discomfort, annoyance, inconvenience, anxiety, economic loss, loss of use, and mental anguish,
16 all to their detriment in amounts to be determined at trial

17
18 **CLAIM SEVEN**
19 **Defamation**
20 **(Against All Defendants)**

21 108. PLAINTIFF incorporates by reference all of the allegations in the above paragraphs as
22 though fully stated in this cause of action.

23 109. Defendant intentionally and knowingly made false statements about Dr. Feldman,
24 statements that included false allegations that he had committed a crime, published these statements to
25 third parties, those parties reasonably understood the statements to mean that Dr. Feldman was
26 dangerous, that he committed the crime of elder abuse and attacked the Defendant and her other
27 tenants, and that he should be feared.

28 110. As a result, he suffered a loss of reputation, he was banned from the UCSF campus

1 where he received medical care, he was humiliated and shamed, and he suffered general damages in an
2 amount to be proven at trial.

3 **CLAIM EIGHT**
4 **Intentional Infliction of Emotional Distress**
5 **(Against all Defendants)**

6 111. PLAINTIFF incorporates by reference all of the allegations in the above paragraphs as
7 though fully stated in this cause of action.

8 112. The acts of Defendant, as alleged herein were extreme and outrageous and done with
9 conscious disregard for the rights of Plaintiff Defendants knew that Plaintiff was susceptible to
10 additional discomfort as a result of the conduct described, knew that the conduct adversely affected
11 him, had the wherewithal to avoid the conduct, yet consciously failed and refused to do s

12 113. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered, and
13 continues to suffer, severe mental, emotional, and physical distress, pain, and suffering, all to Plaintiff's
14 general and punitive damage, in an amount to be proven at trial.

15 **CLAIM NINE**
16 **Unlawful Business Practice**
17 **(Against all Defendants)**

18 114. PLAINTIFF incorporates by reference all of the allegations in the above paragraphs as
19 though fully stated in this cause of action.

20 115. Plaintiff, bring this cause of action under Business and Professions Code § 17200 et seq.
21 as private person affected by the acts described in this complaint.

22 116. Plaintiff, in bringing this action, is suing as an individual, and on behalf of the public at
23 large.

24 117. At all times relevant times herein, Defendant was conducting business under the laws of
25 the State of California and the City and County of San Francisco,

26 118. In conducting said business, Defendant was obligated to comply with applicable
27 California and San Francisco laws.
28

1 119. By failing to comply with State and local law and common law obligations relating to
2 lessors of residential premises, as alleged herein, all of which resulted in the constructive eviction of
3 Plaintiff, as heretofore alleged, Defendant acted in contradiction to the law and are engaged in unfair
4 and unlawful business practices California Business and Professions Code section 17200 et seq,
5 prohibits unfair competition in the form of any unlawful, unfair, deceptive or fraudulent business
6 practice.

7 120. California Health and Safety Code Section 17920 et seq sets forward minimum
8 conditions for habitable premises. California Health and Safety Code Section 17920.3 (n) states that all
9 buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not
10 designed or intended to be used for those occupancies are deemed substandard and, as a matter of law,
11 uninhabitable.

12 121. California Health and Safety Code Section 17922 established the Uniform Building
13 Code as a minimum standard for habitability.

14 122. California Civil Code Section 1941 et seq sets forth minimum standards for habitability.

15 123. California Civil Code Section 1941.1 states that a dwelling is untenable if it fails to
16 meet certain health and safety requirements such as being free of vermin, having adequate heating
17 facilities, and meeting the proper electrical, plumbing and other building codes in effect at the time of
18 installation.

19 124. California Health and Safety Code § 17980.7 (d)(1) provides for payment of attorneys
20 fees where a condition is found to exist which endangers health and safety and a tenant has to seek legal
21 redress of their grievance.

22 125. The San Francisco Rent Ordinance ("The Ordinance") Chapter 37.9 of the San Francisco
23 Administrative Code, establishes conditions under which Tenants may be charged ;ncreases in rent
24 and/or under which they may be evicted.

25 126. By failing and refusing to comply with their legal obligations under California Civil
26 Code Section 1950.5, and Chapter 49 of the San Francisco Administrative Code, Defendant engaged in
27 unfair business practices.

28 127. Plaintiff is informed and believes and thereupon alleges that the acts of Defendant as

described herein, constitute an unlawful business practice and unfair competition in violation of California Business and Professions Code, Sections 17200 et seq.

128. Plaintiff is informed and believes and thereupon allege that Defendants, as a pattern and practice engage in such unlawful business practice as aforementioned, directly having effect upon other members of the public to whom Defendants have legal obligations.

129. Plaintiff is informed and believes and thereupon allege that Defendants have been unjustly enriched by their violations of their legal obligations as landlords and lessors of residential property and related provisions of the Business and Professions Code, which thereby justifies the award of restitution in an amount to be proven at trial, including but not limited to attorney fees and injunctive relief, enjoining Defendants from future unlawful or unfair business practice.

130. Plaintiff is informed and believes and thereupon allege that Defendants, as a pattern and practice engage in such unlawful business practice as aforementioned, directly having effect upon other members of the public to whom Defendants have legal obligations.

131. Plaintiff is informed and believes and thereupon allege that Defendants have been unjustly enriched by their violations of their legal obligations as landlords and lessors of residential property and related provisions of the Business and Professions Code, which thereby justifies the award of restitution in an amount to be proven at trial, including but not limited to attorney fees and injunctive relief, enjoining Defendants from future unlawful or unfair business practice

CLAIM TEN
Nuisance
(Against all Defendants)

132. Plaintiff realleges and incorporates all prior allegations above as though fully set forth herein.

133. Plaintiff, by virtue of their rental of Feldman's Unit, had at all relevant times, a property interest in Feldman's Unit. Defendants' conduct in creating and maintaining a nuisance premises in the manner described herein, was injurious to Plaintiffs health, offensive to Plaintiffs senses, and interfered with their comfortable enjoyment of life, personal property, and their interest in Feldman's Unit.

134. Defendants created and maintained the deficient conditions in Feldman's Unit by failing

1 to correct or repair defective conditions. Defendants' conduct in maintaining Feldman's Unit in a
2 hazardous, unhealthy and offensive state was grossly negligent and Defendants should have known that
3 regular upkeep would be required to maintain the habitability of Feldman's Unit.

4 135. As a direct, legal and foreseeable result of the conduct of Defendants, as set forth above,
5 Plaintiff suffered special and general damages as set forth herein.

6 136. The Defendant's conduct, as set forth herein, was grossly negligent and through
7 reasonable and necessary inspections it would have been readily apparent that injury, discomfort, and
8 annoyance would unavoidably result to Plaintiff Defendants therefore acted with willful and conscious
9 disregard for the rights and safety of Plaintiff. Defendants' conduct was also oppressive and despicable,
10 and said conduct constituted a cruel and unjust hardship upon Plaintiff Therefore, Plaintiff request
11 substantial punitive damages to be proven at trial.

12
13 **RELIEF SOUGHT**

14 Plaintiff FELDMAN seeks judgment against Defendant HOLMES and against DOES I through
15 10 as follows:

- 16 1. For special damages, including but not limited to, past and future medical expenses;
 - 17 2. For general damages;
 - 18 3. Loss of future value of Rent Control Apartment;
 - 19 4. Improperly Collected Rent on uninhabitable unit;
 - 20 5. For pre-judgment interest, if warranted;
 - 21 6. For costs incurred in this litigation;
 - 22 7. Attorney's Fees;
 - 23 8. For punitive damages; and
 - 24 9. For all other relief that the court deems just and proper.
- 25
26
27
28

1
2 DATED: July 28, 2021

3 Respectfully submitted,
4 AUSTIN LAW GROUP
5

6
7
8
9 By:

Julien Swanson, Esq.
Attorney for Plaintiff FELDMAN

10
11
12
13 **JURY TRIAL DEMAND**
14

15 PLAINTIFF hereby demands a trial by jury on all issues so triable in this action.
16

17 DATED: July 28, 2021

18 Respectfully submitted,
19 AUSTIN LAW GROUP

20
21
22 By:

Julien Swanson, Esq.
Attorney for Plaintiff FELDMAN

Julien Swanson
584 Castro St. #2126
San Francisco, CA 94114

TELEPHONE NO.: (415) 282-4511

FAX NO. (Optional): (415) 282-4536

ATTORNEY FOR (Name): Daniel Feldman Ph.D.

FOR COURT USE ONLY

FILED
Superior Court of California
County of San Francisco

JUL 28 2021

CLERK OF THE COURT

BY:  Deputy ClerkSUPERIOR COURT OF CALIFORNIA, COUNTY OF **San Francisco**

STREET ADDRESS: 400 McAllister Street

MAILING ADDRESS:

CITY AND ZIP CODE: San Francisco 94114

BRANCH NAME:

CASE NAME:

Feldman v. Holmes

CIVIL CASE COVER SHEET

☒ **Unlimited** ☐ **Limited**
(Amount (Amount
demanded demanded is
exceeds \$25,000) \$25,000)

Complex Case Designation

☐ Counter ☐ Joinder
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

CGC-21-594129

JUDGE:

DEPT.:

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

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☒ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 10

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 07/28/2021

Julien Swanson

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUMMONS (CITACION JUDICIAL)

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

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

LINDA STEINHOFF HOLMES, Does 1-10, inclusive

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

DANIEL FELDMAN, PH.D.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS 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.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. 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 Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. 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 puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte 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 locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor 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 desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): SAN FRANCISCO
400 MCALLISTER STREET, SAN FRANCISCO CA 94103

CASE NUMBER: (Número del Caso):

CGC-21-594129

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):

JULIEN SWANSON, 584 CASTRO ST. #2126, SAN FRANCISCO, CA 94114, (415) 282-4511

DATE:

(Fecha)

8/27/2021

Clerk, by
(Secretario)

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, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

JACQUELINE LAPREVOTTE

1. ☒ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ 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)
☐ other (specify):
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: Nolan S. Armstrong/Lisa R. Roberts 241311/141171 FIRM NAME: McNamara Law Firm STREET ADDRESS: 3480 Buskirk Avenue, Suite 250 CITY: Pleasant Hill STATE: CA ZIP CODE: 94523 TELEPHONE NO.: (925) 939-5330 FAX NO.: (925) 939-0203 E-MAIL ADDRESS: nolan.armstrong@mcnamaralaw.com ATTORNEY FOR (Name): Def. Linda S. Holmes	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Francisco 12/06/2021 Clerk of the Court BY: ERNALYN BURA Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister St. MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:	
PLAINTIFF/PETITIONER: Daniel Feldman DEFENDANT/RESPONDENT: Linda Steinhoff Holmes	
DECLARATION OF DEMURRING OR MOVING PARTY IN SUPPORT OF AUTOMATIC EXTENSION	CASE NUMBER: CGC-21-594129

1. (Name of party): Linda Steinhoff Holmes was served with

☒ a complaint ☐ an amended complaint ☐ a cross-complaint
☐ an answer ☐ other (specify):
 in the above-titled action.

2. For a demurrer or motion to strike, a responsive pleading is due on (date): 12/6/2021

DECLARATION

I intend to file a demurrer, motion to strike, or motion for judgment on the pleadings in this action. Before I can do so, I am required to meet and confer with the party who filed the pleading that I am responding to at least five days before the date when the responsive pleading is due (if I am filing a demurrer or motion to strike) and at least five days before the last day a motion for judgment on the pleadings may be filed (if I am filing a motion for judgment on the pleadings). We have not been able to meet and confer. I have not previously requested an automatic extension of time. Therefore, on timely filing and serving a declaration that meets the requirements of Code of Civil Procedure sections 430.41, 435.5, or 439, I am entitled to an automatic 30-day extension of time within which to file a responsive pleading or motion for judgment on the pleadings.

I made a good faith attempt to meet and confer with the party who filed the pleading at least five days before the date the responsive pleading was due (if I am filing a demurrer or motion to strike) and at least five days before the last day a motion for judgment on the pleadings may be filed (if I am filing a motion for judgment on the pleadings). I was unable to meet with that party because (the reasons why the parties could not meet and confer are stated):

☒ below ☐ on form MC-031, Attached Declaration

I called plaintiff's attorney twice and also sent an email with the hope of discussing defendant's anticipated demurrer to the wrongful eviction cause of action brought under the San Francisco Rent Ordinance. To date, however, we have not been able to discuss the issue.

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

Date: December 6, 2021

Nolan S. Armstrong/Lisa R. Roberts

(NAME OF PARTY OR ATTORNEY FOR PARTY)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

CERTIFICATE OF SERVICE VIA E-MAIL

I hereby declare that I am a citizen of the United States, am over the age of eighteen years, and not a party to the within action. My electronic notification address is: rose.ortiz@mcnamaralaw.com.

On this date, I electronically served the foregoing **DECLARATION OF DEMURRING OR MOVING PARTY IN SUPPORT OF AUTOMATIC EXTENSION** and I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Attorneys For Plaintiff:

Julien T. Swanson, Esq.
Austin Law Group
584 Castro St # 2126
San Francisco , CA 94114

Phone: 415 282-4511
Fax: 415 282-4536
E-Mail: swanson@austinlawgroup.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on December 6, 2021 at Pleasant Hill, California.



ROSE MUNOZ ORTIZ

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**
400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

DANIEL FELDMAN, PH.D

PLAINTIFF (S)

VS.

LINDA STEINHOFF HOLMES et al

DEFENDANT (S)

**Case Management Department 610
Case Management Order**

NO.: CGC-21-594129

**Order Continuing Case
Management Conference**

TO: ALL COUNSEL AND SELF-REPRESENTED LITIGANTS

The Dec-29-2021 CASE MANAGEMENT CONFERENCE is canceled, and it is hereby ordered:

This case is set for a case management conference on Mar-02-2022 in Department 610 at 10:30 am.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than fifteen (15) days before the case management conference. However, it would facilitate the issuance of a case management order without an appearance at the case management conference if the case management statement is filed and served twenty-five (25) days before the case management conference.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

DATED: DEC-09-2021

SAMUEL K. FENG

JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF SERVICE BY MAIL

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on DEC-09-2021 I served the attached Order Continuing Case Management Conference by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : DEC-09-2021

By: GINA GONZALES

JULIEN SWANSON (193957)
AUSTIN LAW GROUP
1811 FOLSOM STREET
SAN FRANCISCO, CA 94103

1. **Party or parties** *(answer one)*:
a. ☒ This statement is submitted by party *(name)*: Def. Linda S. Holmes
b. ☐ This statement is submitted **jointly** by parties *(names)*:

2. **Complaint and cross-complaint** *(to be answered by plaintiffs and cross-complainants only)*
a. The complaint was filed on *(date)*:
b. ☐ The cross-complaint, if any, was filed on *(date)*:

3. **Service** *(to be answered by plaintiffs and cross-complainants only)*
a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
b. ☐ The following parties named in the complaint or cross-complaint
(1) ☐ have not been served *(specify names and explain why not)*:
(2) ☐ have been served but have not appeared and have not been dismissed *(specify names)*:
(3) ☐ have had a default entered against them *(specify names)*:
c. ☐ The following additional parties may be added *(specify names, nature of involvement in case, and the date by which they may be served)*:

4. **Description of case**
a. Type of case in ☒ complaint ☐ cross-complaint *(Describe, including causes of action)*:
Complaint with causes of action for Constructive Eviction, Retaliatory Eviction, Negligence Per Se, Negligence/Personal Injury, Breach of the Warranties of Habitability, Breach of the Covenant of Quiet Enjoyment, Defamation, Intentional Infliction of Emotional Distress, Unlawful Business Practice and Nuisance.

PLAINTIFF/PETITIONER: Daniel Feldman

CASE NUMBER:

CGC-21-594129

DEFENDANT/RESPONDENT: Linda Steinhoff Holmes

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*

This is a landlord-tenant action where plaintiff makes allegations of habitability, constructive eviction and defamation.

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**

The party or parties request ☒ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**

a. ☐ The trial has been set for *(date)*:

b. ☒ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:

c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:
See attached Trial Calendar.

7. **Estimated length of trial**

The party or parties estimate that the trial will take *(check one)*:

a. ☒ days *(specify number)*: 6-8

b. ☐ hours *(short causes) (specify)*:

8. **Trial representation (to be answered for each party)**

The party or parties will be represented at trial ☒ by the attorney or party listed in the caption ☐ by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

☐ Additional representation is described in Attachment 8.

9. **Preference**

☐ This case is entitled to preference *(specify code section)*:

10. **Alternative dispute resolution (ADR)**

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 of the California Rules of Court for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel ☒ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation (if available).**

(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under of Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:

PLAINTIFF/PETITIONER: Daniel Feldman	CASE NUMBER: CGC-21-594129
DEFENDANT/RESPONDENT: Linda Steinhoff Holmes	

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

PLAINTIFF/PETITIONER: Daniel Feldman	CASE NUMBER: CGC-21-594129
DEFENDANT/RESPONDENT: Linda Steinhoff Holmes	

11. Insurance

- a. ☒ Insurance carrier, if any, for party filing this statement (*name*): CSAA
- b. Reservation of rights: ☒ Yes ☐ No
- c. ☒ Coverage issues will significantly affect resolution of this case (*explain*):
Unknown.

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. ☐ The party or parties have completed all discovery.
- b. ☒ The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
Defendant	Written Discovery	On-going
Defendant	Subpoena of Medical Records	April 2022
Defendant	Deposition of Plaintiff	June 2022
Defendant	Expert Discovery	Per Code

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

PLAINTIFF/PETITIONER: Daniel Feldman	CASE NUMBER: CGC-21-594129
DEFENDANT/RESPONDENT: Linda Steinhoff Holmes	

17. **Economic litigation**

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. **Other issues**

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. **Meet and confer**

- a. ☒ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. ☒ After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify): Issues regarding a demurrer.

20. Total number of pages attached (if any): 2

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: December 14, 2021

Nolan S. Armstrong/Lisa R. Roberts
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

NSA TRIAL, MEDIATION, ARBITRATION & SETTLEMENT/ISSUE CONFERENCE CALENDAR**November 2021**

23	9:00	Liu v. Lee	Mediation with Michael Ornstil, Esq., Zoom (LRR)
30	1:30	Singh v. Parris	Mediation with Scott Radovich, Zoom

December 2021

1	9:30	Ashley v. Prenter	Further mediation with Larry Baskin, Esq., Zoom
2	10:00	Smith v. Pickens	Mediation with Vivien Williamson, Esq., Zoom
7	10:00	Chancy v. Shu	Mediation with Vivien Williamson, Esq., Zoom
14	9:30	David v. Weldon	Mediation with Jeane Struck, Esq., Zoom
16	9:00	Guillen v. USAA	Mediation with Glenn Barger, Esq., Zoom
17	8:30	Boudreaux v. Hwe	Mediation with Thomas A. E. Hesketh (SFSC MSC Off.)
22	9:00	Hefner v. Raschko	Mediation with Daniel Quinn, Esq., Zoom
20 – 31			NSA VACATION

January 2022

3 – 7			NSA VACATION
10	9:30	Liu v. Lee	Trial, SF, Dept. 206
13	9:30	Front v. Barnhart	Mediation with Russ Wunderli via Zoom
18	9:30	Boudreaux v. Hwe	Trial, SF, Dept. 206
19	9:00	Debarros v. USAA	Arbitration with Judge Beeman, Zoom
26	10:00	Sanchez-Carranza v. Wu	Mediation with Vivien Williamson, location TBA
27	4:00	Myers v. Pool	MSC, Humboldt, Dept. 4
31	9:30	Trasvina v. Dewitt	Trial, SF, Dept. 206

February 2022

2	9:00	Davis v. Pigford	Mediation with Bill Diffenderfer, Esq., Zoom
3	9:30	Gray v. City of Hercules	Mediation with Matt Conant, Esq., Zoom
7	9:30	Chancy v. Shu	Trial, SF, Dept. 206
14	9:00	Manolakas v. USAA	Arbitration with Fred Wiesner, Dreyer Office, Sacramento
14	10:00	Singh v. Parris	MSC, Stanislaus, Dept. 23
18	8:30	Durst v. Sebrasky	MSC, Placer, Jury Services
18	8:30	Durst v. Sebrasky	Pre-Trial Conference, Placer, Dept. 42
22	10:00	Bullis v. Hayhurst	MSC, Nevada, Dept. 6
23	9:00	Ismail v. City of Sausalito	Mediation with Chris Lavdiotis, Esq., Zoom
28	9:00	Durst v. Sebrasky	Trial, Placer, Dept. 40
28	9:30	Mary v. Fitzsimons	Trial, SF, Dept. 206

March 2022

1	9:30	Singh v. Parris	Trial, Stanislaus, Dept. 23
4	11:00	Bullis v. Hayhurst	PTC, Nevada, Dept. 6
15	9:00	Bullis v. Hayhurst	Trial, Nevada, Dept. 6
25	1:45	Myers v. Pool	Trial Readiness Conference, Humboldt, Dept. 4
28	8:30	Myers v. Pool	Trial, Humboldt, Dept. 4

April 2022

1	9:00	Hefner v. Raschko	MSC, Alameda, Dept. 302
4 – 8			NSA Vacation
22	10:00	Hefner v. Raschko	Trial, Alameda, Dept. 520
26	9:00	Gonzalez v. Lai	MSC, Alameda, Dept. 303

May 2022

5	8:30	Castillo v. Youngblood	Issue Conference, CCC, Dept. 21
16	8:30	Castillo v. Youngblood	Trial, CCC, Dept. 21
16	3:00	Gonzalez v. Lai	Trial Readiness Conference, Alameda, Dept. 20
23	8:30	Gonzalez v. Lai	Trial, Alameda, Dept. 20

23 - 27			NSA VACATION
30			NSA VACATION

June 2022

6	9:30	Taylor v. Giatrakis	Trial, SF, Dept. 206
9	9:00	Leo v. Ramirez	MSC, Alameda, Dept. 302
13	9:30	Sanchez-Carranza v. Wu	Trial, SF, Dept. 206
14	9:00	El Bazi v. Sukhminder	MSC, Alameda, Dept. 303
17	2:00	Leo v. Ramirez	PTC, Alameda, Dept. 19
24	9:00	Leo v. Ramirez	Trial, Alameda, Dept. 19

July 2022

8	10:00	El Bazi v. Sukhminder	Trial/PTC, Alameda, Dept. 521
---	-------	-----------------------	-------------------------------

August 2022

17	9:00	Bryant v. Murphy	MSC, Alameda, Dept. 301
24	9:00	Schlageter v. Mael	MSC, Alameda, Dept. 301
24	9:00	Ismail v. City of Sausalito	MSC, Marin, Dept. A (?)
26	11:00	Bryant v. Murphy	Pre-Trial Conference, Alameda, Dept. 25

September 2022

2	9:00	Punty v. Aylard	Issue Conference, CCC, Dept. 33
12	9:00	Bryant v. Murphy	Trial, Alameda, Dept. 25
16	10:00	Schlageter v. Mael	Trial, Alameda, Dept. 520
21	1:30	Ismail v. City of Sausalito	Issue Conference, Marin, Dept. A (?)
26	9:00	Punty v. Aylard	Trial, CCC, Dept. 33

October 2022

3	9:00	Johnson v. Buitrago	MSC, Alameda, Dept. 302
6	9:00	Ismail v. City of Sausalito	Trial, Marin, Dept. A
13	11:00	Johnson v. Buitrago	Pre-Trial Conference, Alameda, Dept. 25
31	9:30	Johnson v. Buitrago	Trial, Alameda, Dept. 25

December 2022

5	9:00	Gamez v. Munoz	MSC, Alameda, Dept. 301
---	------	----------------	-------------------------

January 2023

9	8:30	Gamez v. Munoz	Trial, Alameda, Dept. 22
20	8:30	State Farm v. Todd	MSC, Placer, Report to Jury Services
27	8:30	State Farm v. Todd	Civil Trial Conference, Placer, Dept. 42

February 2023

6	8:30	State Farm v. Todd	Trial, Placer, Report to Jury Services
27	2:00	Orsulak v. McLean	MSC, Alameda, Dept. 303

March 2023

17	11:00	Orsulak v. McLean	Pre-Trial Conference, Alameda, Dept. 25
27	9:00	Orsulak v. McLean	Trial, Alameda, Dept. 25

Updated: 12/8/2021

CERTIFICATE OF SERVICE VIA E-MAIL

I hereby declare that I am a citizen of the United States, am over the age of eighteen years, and not a party to the within action. My electronic notification address is: karri.murphy@mcnamaralaw.com.

On this date, I electronically served the foregoing **CASE MANAGEMENT STATEMENT** based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Attorneys For Plaintiff:

Julien T. Swanson, Esq.
Austin Law Group
584 Castro St # 2126
San Francisco , CA 94114

Phone: 415 282-4511
Fax: 415 282-4536
E-Mail: swanson@austinlawgroup.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on December 14, 2021 at Pleasant Hill, California.


Karri L. Murphy

1. **Party or parties** *(answer one)*:
 - a. ☒ This statement is submitted by party *(name)*: Def. Linda S. Holmes
 - b. ☐ This statement is submitted **jointly** by parties *(names)*:
2. **Complaint and cross-complaint** *(to be answered by plaintiffs and cross-complainants only)*
 - a. The complaint was filed on *(date)*:
 - b. ☐ The cross-complaint, if any, was filed on *(date)*:
3. **Service** *(to be answered by plaintiffs and cross-complainants only)*
 - a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. ☐ The following parties named in the complaint or cross-complaint
 - (1) ☐ have not been served *(specify names and explain why not)*:
 - (2) ☐ have been served but have not appeared and have not been dismissed *(specify names)*:
 - (3) ☐ have had a default entered against them *(specify names)*:
 - c. ☐ The following additional parties may be added *(specify names, nature of involvement in case, and the date by which they may be served)*:

NSA

PLAINTIFF/PETITIONER: Daniel Feldman	CASE NUMBER: CGC-21-594129
DEFENDANT/RESPONDENT: Linda Steinhoff Holmes	

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*
This is a landlord-tenant action where plaintiff makes allegations of habitability, constructive eviction and defamation following defendant's agreed eviction and relinquishment of possession.
- ☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*
5. **Jury or nonjury trial**
The party or parties request ☒ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*
6. **Trial date**
a. ☐ The trial has been set for *(date)*:
b. ☒ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:
c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:
Counsel will have a Trial Calendar available at the trial setting.
7. **Estimated length of trial**
The party or parties estimate that the trial will take *(check one)*:
a. ☒ days *(specify number)*: 6–8
b. ☐ hours *(short causes) (specify)*:
8. **Trial representation (to be answered for each party)**
The party or parties will be represented at trial ☒ by the attorney or party listed in the caption ☐ by the following:
a. Attorney:
b. Firm:
c. Address:
d. Telephone number:
e. E-mail address:
f. Fax number:
g. Party represented:
☐ Additional representation is described in Attachment 8.
9. **Preference**
☐ This case is entitled to preference *(specify code section)*:
10. **Alternative dispute resolution (ADR)**
a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 of the California Rules of Court for information about the processes available through the court and community programs in this case.
(1) For parties represented by counsel: Counsel ☒ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.
b. **Referral to judicial arbitration or civil action mediation (if available).**
(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under of Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:

PLAINTIFF/PETITIONER: Daniel Feldman	CASE NUMBER: CGC-21-594129
DEFENDANT/RESPONDENT: Linda Steinhoff Holmes	

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

PLAINTIFF/PETITIONER: Daniel Feldman	CASE NUMBER: CGC-21-594129
DEFENDANT/RESPONDENT: Linda Steinhoff Holmes	

11. Insurance

- a. ☒ Insurance carrier, if any, for party filing this statement (*name*): CSAA
- b. Reservation of rights: ☒ Yes ☐ No
- c. ☒ Coverage issues will significantly affect resolution of this case (*explain*):
Unknown.

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. ☐ The party or parties have completed all discovery.
- b. ☒ The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
Defendant	Written Discovery	May 2022
Defendant	Subpoena of Medical Records	April 2022
Defendant	Deposition of Plaintiff	June 2022
Defendant	Expert Discovery	Per Code

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

PLAINTIFF/PETITIONER: Daniel Feldman	CASE NUMBER: CGC-21-594129
DEFENDANT/RESPONDENT: Linda Steinhoff Holmes	

17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (*if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case*):

18. Other issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*):

19. Meet and confer

- a. ☒ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (*if not, explain*):
- b. ☐ After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (*specify*):

20. Total number of pages attached (*if any*): 0

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: February 14, 2022

Nolan S. Armstrong/Lisa R. Roberts
(TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY)

(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

CERTIFICATE OF SERVICE VIA E-MAIL

I hereby declare that I am a citizen of the United States, am over the age of eighteen years, and not a party to the within action. My electronic notification address is: karri.murphy@mcnamaralaw.com.

On this date, I electronically served the foregoing **CASE MANAGEMENT STATEMENT** based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Attorneys For Plaintiff:

Julien T. Swanson, Esq.
Austin Law Group
584 Castro St # 2126
San Francisco , CA 94114

Phone: 415 282-4511
Fax: 415 282-4536
E-Mail: swanson@austinlawgroup.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on February 14, 2022 at Pleasant Hill, California.


Karri L. Murphy

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**
400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

DANIEL FELDMAN, PH.D

PLAINTIFF (S)

VS.

LINDA STEINHOFF HOLMES et al

DEFENDANT (S)

**Case Management Department 610
Case Management Order**

NO.: CGC-21-594129

**Order Continuing Case
Management Conference**

TO: ALL COUNSEL AND SELF-REPRESENTED LITIGANTS

The Mar-02-2022 CASE MANAGEMENT CONFERENCE is canceled, and it is hereby ordered:

This case is set for a case management conference on Apr-13-2022 in Department 610 at 10:30 am to obtain an answer(s) from, or enter default(s) against, defendant(s).

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than fifteen (15) days before the case management conference. However, it would facilitate the issuance of a case management order without an appearance at the case management conference if the case management statement is filed and served twenty-five (25) days before the case management conference.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

DATED: FEB-18-2022

SAMUEL K. FENG

JUDGE OF THE SUPERIOR COURT

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 FEB-18-2022 I served the attached Order Continuing Case Management Conference 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 : FEB-18-2022

By: GINA GONZALES

JULIEN SWANSON (193957)
AUSTIN LAW GROUP
1811 FOLSOM STREET
SAN FRANCISCO, CA 94103

NOLAN S ARMSTRONG (241311)
MCNAMARA LAW FIRM
3480 BUSKIRK AVENUE
SUITE 250
PLEASANT HILL, CA 94523

NOLAN S. ARMSTRONG (State Bar No. 241311)
nolan.armstrong@mcnamaralaw.com
LISA R. ROBERTS (State Bar No. 141171)
lisa.roberts@mcnamaralaw.com
McNAMARA, AMBACHER, WHEELER,
HIRSIG & GRAY LLP
3480 Buskirk Avenue, Suite 250
Pleasant Hill, CA 94523
Telephone: (925) 939-5330
Facsimile: (925) 939-0203

Attorneys for Defendant
LINDA STEINHOFF HOLMES

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
03/11/2022
Clerk of the Court
BY: EDWARD SANTOS
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO
CIVIL - UNLIMITED JURISDICTION

DANIEL FELDMAN, P.h.D.,

Plaintiff,

vs.

LINDA STEINHOFF HOLMES, an
individual; and DOES 1-10, inclusive,

Defendants.

Case No. CGC-21-594129

**DEFENDANT'S ANSWER TO
COMPLAINT**

COMES NOW defendant LINDA STEINHOFF HOLMES, and answer the allegations of
plaintiff's Complaint on file herein as follows:

This answering defendant denies each and every, all and singular, generally and
specifically, the allegations contained in said Complaint, and each and every part thereof, and in
this connection denies that plaintiff has been injured or damaged in any sum or sums, or at all, by
reason of any carelessness, negligence, act or omission of this answering defendant.

AFFIRMATIVE DEFENSES

By way of separate and distinct affirmative defenses to said Complaint on file herein,
defendant hereby alleges as follows:

1. That said Complaint fails to set forth facts sufficient to state a cause of action
against this answering defendant.

2. That plaintiff failed to mitigate her damages, if any, and accordingly, is not entitled to the relief sought in said Complaint.

3. That if negligence is found on the part of this defendant, which said negligence is expressly denied, that said negligence should be compared with the negligence of the plaintiff's and all other parties herein, and apportioned accordingly.

4. That plaintiff voluntarily and knowingly entered into and engaged in the conduct alleged in said Complaint and voluntarily and knowingly assumed all of the risks incident to said conduct at the time and place mentioned in said Complaint.

5. That the action is barred by the appropriate Statutes of Limitation, including but not limited to, the following, separate and distinct, sections of the Code of Civil Procedure sections 335.1 through 340, 343, inclusive; California Civil Code sections 1430 through 1432, inclusive; and Uniform Commercial Code sections 2607(3)(1) and 2725(1) and (2), and other applicable statutes of limitations.

6. That the Complaint is barred by the doctrine of laches.

7. That the Complaint is barred by the doctrine of unclean hands.

8. Plaintiff has waived and are estopped and barred from alleging the matters set forth in said Complaint.

9. That any injuries, losses or damages suffered by plaintiff herein, if in fact any there were, were proximately caused by the negligence and carelessness of others, including each of the other parties herein and unnamed individuals and entities; that such negligence and carelessness should reduce any judgment against this answering defendant according to the proportionate share of negligence of said other defendants including each of the other parties herein and unnamed individuals and entities, if any, according to the doctrine set out by the California Supreme Court in the case of American Motorcycle Association v. Superior Court, 20 Cal.3d 578 (1978).

10. That plaintiff, under the facts set forth in the present Complaint, is statutorily denied recovery by California Civil Code sections 1430-32, inclusive, and any and all other statutorily provided defenses, including, but not limited to, the protections provided under

1 Proposition 51 adopted in 1986 by the voters of the State of California.

2 11. That plaintiff breached duties and obligations owed to defendant.

3 12. That the Complaint fails to state facts sufficient to constitute a cause of action
4 against this answering defendant in that the contract, if any, was altered without defendant's
5 consent.

6 13. That the alleged acts or omissions of defendant was privileged.

7 14. That the Complaint is barred by failure and/or lack of consideration and California
8 Civil Code section 1541.

9 15. That the Complaint is barred because of mutual and unilateral mistakes.

10 16. That the Complaint is barred because defendant fully performed all conditions and
11 covenants required to be performed by him unless and until prevented from doing so by plaintiff.

12 17. That the Complaint is barred by the principles of accord and satisfaction and by
13 California Civil Code sections 1521-1524, inclusive.

14 18. That the Complaint is barred by the failure of a condition precedent to be
15 performed by plaintiff.

16 19. That any performance under the contract, if required, was excused and plaintiff's
17 claim is barred by the doctrine of commercial frustration in that defendant was not required to
18 perform the contract, if any, under the conditions that existed at the time for performance, if any.

19 20. That prior to the commencement of this action, this answering defendant duly
20 performed, satisfied and discharged all duties and obligations he may have owed to the plaintiff
21 arising out of any and all agreements, representations or contracts made by them or on behalf of
22 this answering defendant and this action is therefore barred by the provisions of California Civil
23 Code sections 1473-1477, inclusive.

24 21. That plaintiff's claim for punitive damages and attorney's fees are barred because
25 of a failure to state sufficient facts to constitute such a claim.

26 22. Defendant performed each of the obligations to plaintiff, pursuant to any and all
27 contracts and agreements described in the Complaint, and pursuant to the novations reached
28 between defendant and plaintiff herein (Civ. Code §1530).

1 23. That the Complaint is barred by Code of Civil Procedure section 430.10 (g).

2 24. That to the degree that plaintiff's claims are predicated on breach of warranty,
3 such claims are barred by plaintiff's failure to give timely or proper notice thereof.

4 25. That the damages claimed by plaintiff, if any, would be subject to setoff and
5 proration based on acts and/or omissions of the plaintiff.

6 26. That no privity exists between plaintiff and this answering defendant.

7 27. That there is no legal proper standing by plaintiff to pursue their allegations herein,
8 barring recovery.

9 28. That defendant complied with all applicable requirements of San Francisco
10 municipal codes including, but not limited to, the San Francisco Administrative Code and San
11 Francisco Rent Control Ordinance.

12 29. That defendant herein is entitled to reasonable court costs and attorney's fees
13 pursuant to San Francisco Administrative Code sections 37.9(f) and 37.11A.

14 30. That the Complaint fails to state facts sufficient to allege a cause of action between
15 defendant and any alleged third party beneficiary, including plaintiff herein, pursuant to
16 California Civil Code section 1559.

17 31. That the Complaint, and each cause of action thereof, is barred by the applicable
18 Statute of Frauds including but not limited to California Civil Code section 1624.

19 32. That the Complaint, and each cause of action thereof, is barred by California Code
20 of Civil Procedure section 1908, and the doctrine of res judicata.

21 33. That the Complaint, or portions thereof, are the subject of collateral estoppel.

22 34. That the premises mentioned in the Complaint were not used by plaintiff in the
23 manner in which they were intended to be used, and as a proximate result of said misuse, said
24 plaintiff sustained the damages alleged in the Complaint, if any there were.

25 35. That plaintiff's acceptance of conditions found on the real property in question
26 was with full knowledge of those conditions and thus constitutes a waiver of objections, claims
27 and causes of action.

28

1 WHEREFORE, this answering defendant prays that plaintiff takes nothing by way of her
2 Complaint on file herein and that this answering defendant be dismissed with her costs of suit
3 herein and be awarded attorney's fees and such other and further relief as the court may deem just
4 and proper.

5 Dated: February 1, 2022

McNAMARA, AMBACHER, WHEELER,
HIRSIG & GRAY LLP

6
7
8 By: 

Nolan S. Armstrong
Lisa R. Roberts
Attorneys for Defendant
LINDA STEINHOFF HOLMES

CERTIFICATE OF SERVICE VIA E-MAIL

I hereby declare that I am a citizen of the United States, am over the age of eighteen years, and not a party to the within action. My electronic notification address is: rose.ortiz@mcnamaralaw.com.

On this date, I electronically served the foregoing **DEFENDANT'S ANSWER TO COMPLAINT**, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Attorneys For Plaintiff:

Julien T. Swanson, Esq.
Austin Law Group
584 Castro St # 2126
San Francisco , CA 94114

Phone: 415 282-4511
Fax: 415 282-4536
E-Mail: swanson@austinlawgroup.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on February 1, 2022 at Pleasant Hill, California.



ROSE MUNOZ ORTIZ

NOLAN S. ARMSTRONG (State Bar No. 241311)
nolan.armstrong@mcnamaralaw.com
LISA R. ROBERTS (State Bar No. 141171)
lisa.roberts@mcnamaralaw.com
McNAMARA, AMBACHER, WHEELER,
HIRSIG & GRAY LLP
3480 Buskirk Avenue, Suite 250
Pleasant Hill, CA 94523
Telephone: (925) 939-5330
Facsimile: (925) 939-0203

Attorneys for Defendant
LINDA STEINHOFF HOLMES

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
03/11/2022
Clerk of the Court
BY: EDWARD SANTOS
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO
CIVIL - UNLIMITED JURISDICTION

DANIEL FELDMAN, P.h.D.,

Plaintiff,

vs.

LINDA STEINHOFF HOLMES, an
individual; and DOES 1-10, inclusive,

Defendants.

Case No. CGC-21-594129

NOTICE OF CHANGE OF FIRM NAME

TO THE COURT, ALL PARTIES, AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that effective January 7, 2022, the firm of McNAMARA, NEY,
BEATTY, SLATTERY, BORGES & AMBACHER LLP has changed its name to:

McNAMARA, AMBACHER, WHEELER, HIRSIG & GRAY LLP

The mailing address, telephone and facsimile numbers, and emails remain the same. Please
modify all further correspondence and services lists accordingly.

Dated: February 1, 2022

McNAMARA, AMBACHER, WHEELER,
HIRSIG & GRAY LLP

By: 

Nolan S. Armstrong/Lisa R. Roberts
Attorneys for Defendant
LINDA STEINHOFF HOLMES

CERTIFICATE OF SERVICE VIA E-MAIL

I hereby declare that I am a citizen of the United States, am over the age of eighteen years, and not a party to the within action. My electronic notification address is: rose.ortiz@mcnamaralaw.com.

On this date, I electronically served the foregoing **NOTICE OF CHANGE OF FIRM NAME**, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Attorneys For Plaintiff:

Julien T. Swanson, Esq.
Austin Law Group
584 Castro St # 2126
San Francisco , CA 94114

Phone: 415 282-4511
Fax: 415 282-4536
E-Mail: swanson@austinlawgroup.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on February 1, 2022 at Pleasant Hill, California.



ROSE MUNOZ ORTIZ

STEPHANIE DAVIN (SBN 307911)
RANKIN | STOCK | HEABERLIN | ONEAL
96 No. Third Street, Suite 500
San Jose, California 95112-7709
Telephone : (408) 293-0463
Facsimile : (408) 293-9514
Email: stephanie@rankinstock.com

Attorneys for Defendant,
LINDA STEINHOFF HOLMES

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

03/17/2022
Clerk of the Court

BY: VANESSA WU
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

DANIEL FELDMAN, Ph.D.,)	Case No. CGC-21-594129
)	
Plaintiff,)	(Unlimited Civil Case)
)	
vs.)	ASSOCIATION OF ATTORNEY
)	
LINDA STEINHOFF HOLMES,)	
an individual; and DOES 1-10,)	
inclusive,)	
)	
Defendants.)	

Lisa R. Roberts, attorney for defendant, LINDA STEINHOFF HOLMES, hereby
associates Stephanie Davin, Esq., and the firm of RANKIN STOCK HEABERLIN ONEAL
as additional counsel for said defendant.

STEPHANIE DAVIN, ESQ. (SBN 307911)
RANKIN STOCK HEABERLIN ONEAL
96 North Third Street, Suite 500, San Jose, California 95112-7709
Telephone : (408) 293-0463 / Facsimile : (408) 293-9514
Email: stephanie@rankinstock.com

Dated: March 16, 2022

MCNAMARA LAW FIRM

By



LISA R. ROBERTS
Attorneys for Defendant
LINDA STEINHOFF HOLMES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I accept the foregoing association.

Dated: March 14, 2022

RANKIN STOCK HEABERLIN ONEAL

By 
STEPHANIE DAVIN

PROOF OF SERVICE

I, the undersigned, hereby declare that I am over the age of eighteen years and not a party to the within action. My business address is 96 No. Third Street, Suite 500, San Jose, California 95112. I am employed in the County of Santa Clara where this service occurs. On the date indicated below I served a true copy of the following documents:

ASSOCIATION OF ATTORNEY

☐ (BY MAIL) By placing a true copy of the aforementioned documents enclosed in a sealed envelope, with postage thereon fully prepaid to be placed in the U.S. mail at San Jose, California, addressed as set forth below. I am readily familiar with my employer's practice for collection and processing correspondence for mailing with the United States Postal Service. Documents so collected and processed are placed for collection and deposit with the U.S. Postal Service on the same day in the ordinary course of business, at 96 North Third Street, Suite 500, San Jose, California 95112.

☐ (BY FACSIMILE) Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed on the fax cover sheet. The telephone number of the sending facsimile machine was 408-293-0463. The sending facsimile machine issued a transmission report confirming that the transmission was complete and without error. A copy of that report is attached.

☐ (BY PERSONAL SERVICE) I personally delivered a true copy of the above-described document(s) to the person and at the address as set forth below.

☐ (BY OVERNIGHT DELIVERY) A true copy of the above-described document(s) was placed in a sealed envelope, with delivery fees provided for, and delivered in the ordinary course of business to an overnight delivery carrier, addressed to the person(s) on whom it is to be served.

☒ **(BY ELECTRONIC TRANSMISSION)** Based on Local Rules, I caused the document(s) to be sent from traci@rankinstock.com to the person(s) at the email addresses listed below.

Julien T. Swanson, Esq.
Austin Law Group
584 Castro Street, Suite 2126
San Francisco, CA 94114-2512

Attorney for Plaintiff
415-282-4511 P / 415-282-4536 F
Email: swanson@austinlawgroup.com

Lisa R. Roberts, Esq.
McNamara Law Firm
3480 Buskirk Avenue, Suite 250
Pleasant Hill, CA 94523

Co-Counsel for Defendant Linda Steinhoff Holmes
925-939-5330 P / 925-939-0203 F
Email: lisa.roberts@mcnamara.aw.com

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

Executed on March 17, 2022, at San Jose, California.

Traci Robles

Traci Robles

1. **Party or parties** *(answer one)*:

a. ☒ This statement is submitted by party *(name)*: Plaintiff Daniel Feldman

b. ☐ This statement is submitted **jointly** by parties *(names)*:

2. **Complaint and cross-complaint** *(to be answered by plaintiffs and cross-complainants only)*

a. The complaint was filed on *(date)*: 07/28/2021

b. ☐ The cross-complaint, if any, was filed on *(date)*:

3. **Service** *(to be answered by plaintiffs and cross-complainants only)*

a. ☒ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.

b. ☐ The following parties named in the complaint or cross-complaint

(1) ☐ have not been served *(specify names and explain why not)*:

(2) ☐ have been served but have not appeared and have not been dismissed *(specify names)*:

(3) ☐ have had a default entered against them *(specify names)*:

c. ☐ The following additional parties may be added *(specify names, nature of involvement in case, and date by which they may be served)*:

4. **Description of case**

a. Type of case in ☒ complaint ☐ cross-complaint *(Describe, including causes of action)*:

Plaintiff raises claims against defendant for Constructive Eviction; Retaliatory Eviction; Negligence Per Se; Negligence/Personal Injury; Breach of the Warranties of Habitability; Breach of Covenant of Quiet Enjoyment; Defamation; Intentional Infliction of Emotional Distress; Unlawful Business Practice; and Nuisance

PLAINTIFF/PETITIONER: Daniel Feldman	CASE NUMBER:
DEFENDANT/RESPONDENT: Linda Steinhoff Holmes	CGC-21-594129

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*
 Plaintiff was Defendant's tenant and suffered harassment and wrongful eviction based on habitability issues, defamation and wrongful eviction.

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**

The party or parties request ☒ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**

- a. ☐ The trial has been set for *(date)*:
 b. ☒ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:
 c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:

7. **Estimated length of trial**

The party or parties estimate that the trial will take *(check one)*:

- a. ☒ days *(specify number)*: 7-9
 b. ☐ hours (short causes) *(specify)*:

8. **Trial representation** *(to be answered for each party)*

The party or parties will be represented at trial ☒ by the attorney or party listed in the caption ☐ by the following:

- a. Attorney:
 b. Firm:
 c. Address:
 d. Telephone number:
 e. E-mail address:
 f. Fax number:
 g. Party represented:
☐ Additional representation is described in Attachment 8.

9. **Preference**

☐ This case is entitled to preference *(specify code section)*:

10. **Alternative dispute resolution (ADR)**

- a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.
- (1) For parties represented by counsel: Counsel ☒ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
- (2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.
- b. **Referral to judicial arbitration or civil action mediation** (if available).
- (1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
- (2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
- (3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:

PLAINTIFF/PETITIONER: Daniel Feldman	CASE NUMBER:
DEFENDANT/RESPONDENT: Linda Steinhoff Holmes	CGC-21-594129

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete mediation by (<i>date</i>): <input type="checkbox"/> Mediation completed on (<i>date</i>):
(2) Settlement conference	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete settlement conference by (<i>date</i>): <input type="checkbox"/> Settlement conference completed on (<i>date</i>):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete neutral evaluation by (<i>date</i>): <input type="checkbox"/> Neutral evaluation completed on (<i>date</i>):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete judicial arbitration by (<i>date</i>): <input type="checkbox"/> Judicial arbitration completed on (<i>date</i>):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete private arbitration by (<i>date</i>): <input type="checkbox"/> Private arbitration completed on (<i>date</i>):
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete ADR session by (<i>date</i>): <input type="checkbox"/> ADR completed on (<i>date</i>):

PLAINTIFF/PETITIONER: Daniel Feldman	CASE NUMBER:
DEFENDANT/RESPONDENT: Linda Steinhoff Holmes	CGC-21-594129

11. Insurance

- a. ☐ Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. ☐ The party or parties have completed all discovery.
- b. ☒ The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
Plaintiff	Written Discovery	per code
Plaintiff	Expert Discovery	per code
Plaintiff	Depositions	per code

- c. ☒ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):
- Plaintiff was granted an extension on discovery responses by Defendant in writing.

PLAINTIFF/PETITIONER: Daniel Feldman	CASE NUMBER:
DEFENDANT/RESPONDENT: Linda Steinhoff Holmes	CGC-21-594129

17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (*if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case*):

18. Other issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*):

19. Meet and confer

- a. ☒ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (*if not, explain*):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (*specify*):

20. Total number of pages attached (*if any*): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: 03/30/2022

Julien Swanson

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)



(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**
400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

DANIEL FELDMAN, PH.D

PLAINTIFF (S)

VS.

LINDA STEINHOFF HOLMES et al

DEFENDANT (S)

**Case Management Department 610
Case Management Order**

NO.: CGC-21-594129

**Notice of Time and Place of Trial
AND Trial Order**

TO: ALL COUNSEL AND SELF-REPRESENTED LITIGANTS

The Apr-13-2022 CASE MANAGEMENT CONFERENCE is canceled.

YOU ARE HEREBY NOTIFIED that this case is set for Jury TRIAL on Nov-07-2022 at 9:30 am in Department 206.

If any party objects to this order, written notice of the objection must be filed with the Court; a courtesy copy must be delivered to Department 610 and served on all parties; and all counsel must appear for an objection hearing on Apr-13-2022 in Department 610 at 10:30 am.

After Apr-13-2022, ALL REQUESTS FOR CONTINUANCE MUST BE SUBMITTED TO THE PRESIDING JUDGE in Department 206, 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514.

If an Interpreter has been requested, contact the Interpreter Coordinator at InterpreterRequests@sftc.org. If you do not have access to email please call 415-551-0654.

ALL PARTIES ARE ORDERED to call 415-551-3685 or e-mail the court at Department206@sftc.org seven to fourteen days before the trial date and provide the following information:

1. Party Name and Attorney Name (if represented)
2. Case Name and Number
3. Trial date and estimate of total trial time (including motions in limine and jury selection)
4. Are you interested in a settlement conference on the day of trial?
5. Provide a brief description of the case, including damages. If calling, description is limited to three minutes or less.
6. If the case has settled, is this a global settlement as to all parties and all causes of action, and is the settlement conditional or unconditional?

Parties must appear on the day of trial unless a Notice of Dismissal, Settlement, or Stay is filed with courtesy copies delivered to Department 206 by 4:00 PM on the Thursday before trial.

If the trial date is continued, this order applies to the new trial date. Failure to comply with this order may result in monetary sanctions, C.C.P. §177.5.

DATED: APR-01-2022

SAMUEL K. FENG

JUDGE OF THE SUPERIOR COURT

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 APR-01-2022 I served the attached Notice of Time and Place of Trial AND Trial Order 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 : APR-01-2022

By: GINA GONZALES

JULIEN SWANSON (193957)
AUSTIN LAW GROUP
1811 FOLSOM STREET
SAN FRANCISCO, CA 94103

NOLAN S ARMSTRONG (241311)
MCNAMARA, AMBACHER, WHEELER, HIRSIG & GRAY LLP
3480 BUSKIRK AVENUE
SUITE 250
PLEASANT HILL, CA 94523

STEPHANIE DAVIN (307911)
RANKIN STOCK HEABERLIN
96 N. THIRD ST.,
#500
SAN JOSE, CA 95112-7709

NOLAN S. ARMSTRONG (State Bar No. 241311)
nolan.armstrong@mcnamaralaw.com
LISA R. ROBERTS (State Bar No. 141171)
lisa.roberts@mcnamaralaw.com
DOMINIQUE M. MARANGONI-SIMONSEN (State Bar No.
340156)
dominique.marangoni-simonsen@mcnamaralaw.com
McNAMARA, AMBACHER, WHEELER,
HIRSIG & GRAY LLP
3480 Buskirk Avenue, Suite 250
Pleasant Hill, CA 94523
Telephone: (925) 939-5330
Facsimile: (925) 939-0203

Attorneys for Defendant
LINDA STEINHOFF HOLMES

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

04/05/2022

Clerk of the Court

BY: JEFFREY LEE

Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO

CIVIL - UNLIMITED JURISDICTION

DANIEL FELDMAN, P.h.D.,

Plaintiff,

vs.

LINDA STEINHOFF HOLMES, an
individual; and DOES 1-10, inclusive,

Defendants.

Case No. CGC-21-594129

**DEFENDANT'S OBJECTION TO TRIAL
DATE**

Defendant LINDA STEINHOFF HOLMES hereby objects to the Notice of Time and
Place of Trial served on April 1, 2022, and setting the case for trial on November 7, 2022.

Pursuant to that Notice, all counsel are to appear on April 13, 2022, at 10:30 a.m., in
Department 610.

Dated: April 5, 2022

McNAMARA, AMBACHER, WHEELER,
HIRSIG & GRAY LLP

By: 

Nolan S. Armstrong

Lisa R. Roberts

Dominique M. Marangoni-Simonsen

Attorneys for Defendant Linda Steinhoff Holmes

CERTIFICATE OF SERVICE VIA E-MAIL

I hereby declare that I am a citizen of the United States, am over the age of eighteen years, and not a party to the within action. My electronic notification address is: rose.ortiz@mcnamaralaw.com.

On this date, I electronically served the foregoing **DEFENDANT'S OBJECTION TO TRIAL DATE**, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Attorneys For Plaintiff:

Julien T. Swanson, Esq.
Austin Law Group
584 Castro St # 2126
San Francisco , CA 94114

Phone: 415 282-4511
Fax: 415 282-4536
E-Mail: swanson@austinlawgroup.com

Co-Counsel for Def. LINDA STEINHOFF HOLMES:

Stephanie N. Davin, Esq.
Rankin Stock Heaberlin O'Neal
96 N. 3rd Street, Suite 500
San Jose , CA 95112

E-Mail: stephanie@rankinstock.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on April 5, 2022 at Pleasant Hill, California.


ROSE MUNOZ ORTIZ

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**
400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

DANIEL FELDMAN, PH.D

PLAINTIFF (S)

VS.

LINDA STEINHOFF HOLMES et al

DEFENDANT (S)

**Case Management Department 610
Case Management Order**

NO.: CGC-21-594129

**Notice of Time and Place of Trial
AND Trial Order**

TO: ALL COUNSEL AND SELF-REPRESENTED LITIGANTS

As a result of the hearing regarding objection to the tentative setting in this case,

YOU ARE HEREBY NOTIFIED that this case is set for Jury TRIAL on Mar-06-2023 at 9:30 am in Department 206.

ALL REQUESTS FOR CONTINUANCE MUST BE SUBMITTED TO THE PRESIDING JUDGE in Department 206, 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514.

If an Interpreter has been requested, contact the Interpreter Coordinator at InterpreterRequests@sftc.org. If you do not have access to email please call 415-551-0654. If an interpreter is no longer needed, parties must notify the court by 4:00 pm the Thursday before trial or hearing.

ALL PARTIES ARE ORDERED to call 415-551-3685 or e-mail the court at Department206@sftc.org seven to fourteen days before the trial date and provide the following information:

1. Party Name and Attorney Name (if represented)
2. Case Name and Number
3. Trial date and estimate of total trial time (including motions in limine and jury selection)
4. Are you interested in a settlement conference on the day of trial?
5. A brief description of the case, including damages. If calling, description is limited to three minutes or less.
6. If the case has settled, is this a global settlement as to all parties and all causes of action, and is the settlement conditional or unconditional?

Parties must appear on the day of trial unless a Dismissal, Notice of Settlement, or Notice of Stay is filed and with courtesy copies delivered to Department 206 by 4:00 PM on the Thursday before trial.

If the trial date is continued, this order applies to the new trial date. Failure to comply with this order may result in monetary sanctions, C.C.P. §177.5.

DATED: APR-13-2022

SAMUEL K. FENG

JUDICIAL OFFICER

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 APR-13-2022 I served the attached Notice of Time and Place of Trial AND Trial Order 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 : APR-13-2022

By: JEFFREY LEE

JULIEN SWANSON (193957)
JULIEN SWANSON
584 CASTRO STREET
#2126
SAN FRANCISCO, CA 94114

NOLAN S ARMSTRONG (241311)
MCNAMARA, AMBACHER, WHEELER, HIRSIG & GRAY LLP
3480 BUSKIRK AVENUE
SUITE 250
PLEASANT HILL, CA 94523

STEPHANIE DAVIN (307911)
RANKIN STOCK HEABERLIN
96 N. THIRD ST.,
#500
SAN JOSE, CA 95112-7709

1 JULIEN SWANSON (SBN 193957)
584 Castro St #2126
2 San Francisco, CA 94114-2512
Tel: (415) 282.4511
3 Fax: (415)282.4536
swanson@austinlawgroup.com
4

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

12/14/2022
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

5 Attorneys for Plaintiff DANIEL FELDMAN, Ph.D.

6 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

7 COUNTY OF SAN FRANCISCO - UNLIMITED
8

9
10 DANIEL FELDMAN, Ph.D.,

11 Plaintiff,

12 v.

13
14 LINDA STEINHOFF HOLMES, an
individual; and DOES 1-10, inclusive,

15 Defendants.
16
17
18
19

Case No. CGC -21-594129

**DECLARATION OF COUNSEL
SWANSON IN SUPPORT OF
STIPULATED EX PARTE APPLICATION
TO CONTINUE TRIAL AND RELATED
PRE-TRIAL DATES**

Date: December 16, 2022

Time: 11:00 am

Dept: 206

Action Filed: July 28, 2021

Trial Date: March 6, 2023

1 I, Julien Swanson, declare:

2 1. I am an attorney admitted to practice law in California, a member of the bar of this Court,
3 and counsel of record for Plaintiff;

4 2. I noticed this ex parte appearance to counsel for Defendants via email on December 13,
5 2022 at 1:50 pm, moments after receiving the signed stipulation.

6 3. This is the first continuance requested, and no continuance has been granted in this case to
7 date.

8 4. The Parties are actively engaged in diligent discovery efforts in this matter.

9 5. A private mediation is currently scheduled with Ret. Judge James McBride on February
10 10, 2023, which the Parties believe is the most effective avenue for resolution here.

11 6. Both sides will have propounded and responded to written discovery, and will have taken
12 the depositions of both Plaintiff and Defendant prior to the scheduled mediation.

13 7. The Parties attempted to schedule mediation in December 2022 and again in January
14 2023, however, Dr. Feldman, who now lives in Louisville, Kentucky, was dealing with severe health
15 issues in the Summer and Fall of 2022, which included two hospitalizations and a serious bout of COVID
16 in November 2022, making it impossible for Plaintiff's counsel to confirm a date prior to Judge
17 McBride's schedule filling up through February 2023.

18 8. In addition, counsel is informed that defendant Holmes was hospitalized for a lengthy
19 period in the Spring of 2022, further complicating efforts to coordinate mediation.

20 9. As a result, mediation is scheduled just one month before the current trial date.

21 10. The parties stipulate that it is in their best interests to attempt to resolve this matter
22 through mediation, and prior to beginning to prepare for trial.

23 11. The Parties stipulate that a trial continuance is in their best interests and will not prejudice
24 any party.


25 12. The Parties stipulate the interests of justice are best served by a trial continuance in this
26 matter.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

13. With the current trial date of March 06, 2023, discovery and other trial related deadlines are fast approaching.
14. Prior to the mediation, the Parties will need to expend resources to meet the trial based deadlines that could otherwise be put toward settlement.
15. As such, the parties will suffer irreparable harm if the motion for trial continuance is not heard ex parte, and is not granted.
16. The parties are only requesting a continuance long enough to attend mediation and to negotiate an out of court settlement.

I declare under the penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 13th day of December 2022, at San Francisco, California.


_____/s/_____
Julien Swanson,
Attorney for Plaintiffs

JULIEN SWANSON (SBN 193957)
584 Castro St #2126
San Francisco, CA 94114-2512
Tel: (415) 282.4511
Fax: (415)282.4536
swanson@austinlawgroup.com

Attorneys for Plaintiff DANIEL FELDMAN, Ph.D.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO - UNLIMITED

DANIEL FELDMAN, Ph.D.,

Plaintiff,

v.

LINDA STEINHOFF HOLMES, an individual;
and DOES 1-10, inclusive,

Defendants.

Case No. CGC -21-594129

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
STIPULATED EX PARTE APPLICATION
TO CONTINUE TRIAL AND RELATED
PRE-TRIAL DATES**

Date: December 16, 2022

Time: 11:00 am

Dept: 206

Action Filed: July 28, 2021

Trial Date: March 6, 2023

Proposed: September 5, 2023

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

12/14/2022
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. INTRODUCTION

On July 28, 2022, Plaintiff Daniel Feldman PhD (“Plaintiff”) filed the present complaint against and Defendant Linda Holmes ("Defendant"), alleging constructive eviction and related claims of habitability stemming from his tenancy at her San Francisco property.

The parties stipulate herein to moving the trial date from March 6, 2023, to September 5, 2023, or a later date convenient to the Court and the parties, to enable the parties to engage in mediation with Judge James McBride, which is scheduled to occur on February 10, 2023. (See Stipulation filed herewith.)

Plaintiff hereby brings this ex parte application pursuant to local rule 6.0 (B), 9.0 and California Rules of Court, Rules 3.1200 to 3.1207 and 3.1332(c) &(d), for Court approval of a continuance of the trial date, and all pre-trial dates and deadlines in this matter, including fact discovery, expert discovery, and motion cut-off deadlines.

This is the first request for, and would be the first continuance of the trial date in this matter. (Swanson Dec. ¶ 3.)

The Parties stipulate that a trial continuance is in their best interests and will not prejudice any party. Swanson Dec., ¶ 6. Further, the interests of justice are best served by a trial continuance in this matter. *Id.* No prior continuance has been requested. *Id.*

Notice: On December 13, 2022, upon receiving the signed stipulation from Defendant's Counsel, the undersigned Plaintiff's counsel sent notice of this ex parte appearance and petition to Defendant's Counsel. Swanson Dec. ¶ 2. Cal. Rules of Court, rule 3.1204(a). This notice complies with the requirements of Rule 3.1203(a) (“no later than 10:00 a.m. the court day prior”).

A declaration regarding the relief to be requested, the basis for the request, and notice is filed concurrently herein. Cal. Rules of Court, rule 3.1204(b)(1).

II. LEGAL ARGUMENT

A. The Court Has Broad Discretion to Continue Trial

Trial judges have a good deal of leeway in granting continuances. “The factors which influence the granting or denying of a continuance in any particular case are so varied that the trial judge must necessarily exercise a broad discretion.” *Taylor v. Bell* (1971) 21 Cal.App.3d 1002, 1007; see also *Bussard v. Department of Motor Vehicles* (2008) 164 Cal.App.4th 858, 864. California Rules of Court, Rule 3.1332 governs applications and motions concerning trial dates. The court may grant a continuance only on an affirmative showing of good cause requiring the continuance. Cal. Rules of Court, rule 3.1332(c). California Rules of Court, Rule 3.1332(c), enumerates factors that may indicate good cause. This is not an exhaustive list, but it includes a party’s excused “inability to obtain essential testimony, documents, or other material evidence despite diligent efforts.” Cal. Rules of Court, rule 3.1332(c)(6). Further, California Rules of Court, rule 3.1332(d) states that in ruling on a motion or application for continuance, the court must consider all facts and circumstances that are relevant to the determination, which may include:

(1) The proximity of the trial date; (2) Whether there was any previous continuance, extension of time, or delay of trial due to any party; (3) The length of the continuance requested; (4) The availability of alternative means to address the problem that gave rise to the motion or application for a continuance; (5) The prejudice that parties or witnesses will suffer as a result of the continuance; (6) If the case is entitled to a preferential trial setting, the reasons for that status and whether the need for a continuance outweighs the need to avoid delay; (7) The court's calendar and the impact of granting a continuance on other pending trials; (8) Whether trial counsel is engaged in another trial; (9) Whether all parties have stipulated to a continuance; (10) Whether the interests of justice are best served by a continuance, by the trial of the matter, or by imposing conditions on the continuance; and (11) Any other fact or circumstance relevant to the fair determination of the motion or application. Cal. Rules of Court, rule 3.1332(d), (Emphasis added).

B. Good Cause Exists To Continue the Trial Date

Many factors set forth in California Rules of Court, Rule 3.1332(d) are present here. First, the parties have stipulated to continue the trial date, which is currently March 6, 2023. See Stipulation

1 filed herewith, and Swanson Dec., ¶ 14. Second, this is the first request to continue the trial date in
2 this case. Swanson Dec., at ¶ 3. Third, the parties are only requesting a continuance long enough to
3 attend mediation and to negotiate an out of court settlement. *Id.* at ¶ 14-16. Fourth, given that the
4 mediation date is less than 30 days before trial, the Parties would have to expend significant resources
5 prior to mediation to finalize all discovery, some of which would not be necessary if trial was
6 continued. *Id.* Fifth, the request for a continuance is stipulated and no parties or witnesses will suffer
7 prejudice. *Id.* at ¶ 11.

8
9 In addition, the interests of justice are best served by a trial continuance in this matter. *Id.* ¶ 12.
10 The parties have agreed that private mediation is appropriate to attempt to resolve this case. *Id.* at ¶ 5.
11 As such, a continuance will likely have a positive impact on the Court's calendar and pending trials.

12 As neither party nor any potential witness will suffer any prejudice as a result of the
13 continuance, and given the increased likelihood that this matter will resolve without the need for
14 trial if this continuance is granted, the Parties respectfully request that the trial date be continued
15 to allow time for the Parties to attend mediation and meaningfully engage in settlement negotiations.
16

17 **C. The Parties Will Suffer Irreparable Harm without a Continuance**

18 With the current trial date, discovery and other trial related deadlines are fast approaching.
19 Mediation is set for February 10, 2023, however, prior to the mediation, the Parties will need to
20 expend resources to meet the trial based deadlines that could otherwise be put toward settlement. As
21 such, the parties will suffer irreparable harm if the motion for trial continuance is not heard ex parte.
22 Swanson Dec. ¶ 9-16.

23 **III. CONCLUSION**

24 In summary, Plaintiff respectfully requests that the Court grant a continuance of the
25 current trial date of March 6, 2023 to September 5, 2023; and that the court order that all pre-trial
26 dates and deadlines in this matter, including fact discovery, expert discovery, and motion cut-off
27
28

1 deadlines are to be continued commensurate with the new trial date in this matter

2 DATED: December 13, 2022

3
4
5 Respectfully submitted,
6 AUSTIN LAW GROUP

7 

8 By:

9 Julien Swanson, Esq.
Attorney for Plaintiff Feldman

SAN FRANCISCO SUPERIOR COURT
PROOF OF SERVICE
Feldman v Holmes, Case No. CGC -21-594129

I am employed in the County of San Francisco. I am over the age of eighteen years and not a party to the within above-entitled action. My business address is 584 Castro Street #2126, San Francisco, CA 94114.

On December 13, 2022 I served true copies of the following document(s):

1. MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF STIPULATED EX PARTE APPLICATION TO CONTINUE TRIAL AND RELATED PRE-TRIAL DATES
2. DECLARATION OF COUNSEL SWANSON IN SUPPORT OF STIPULATED EX PARTE APPLICATION TO CONTINUE TRIAL AND RELATED PRE-TRIAL DATES
3. JOINT STIPULATION TO CONTINUE TRIAL DATE AND RELATED PRETRIAL DATES

4. Stipulated Ex Parte Application

I served the documents on the following persons at the following addresses (including fax numbers and email addresses, if applicable):

ATTORNEYS FOR DEFENDANT, LINDA STEINHOFF HOLMES

Nolan S. Armstrong and Lisa R. Roberts
MCNAMARA LAW FIRM

3480 Buskirk Avenue, Suite 250

Pleasant Hill, CA 94523

Phone: 925-939-5330 – Fax: 925-939-0203

Email: Nolan.armstrong@mcnamaralaw.com

Email: Lisa.roberts@mcnamaralaw.com

The documents were served by Electronic Service Via Electronic Mail - Based on a court order, I caused the above-entitled document to be served through electronic mail addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was not returned as not received.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **December 13, 2022**, at San Francisco, California.

By:



Julien Swanson

JULIEN SWANSON (SBN 193957)
584 Castro St #2126
San Francisco, CA 94114-2512
Tel: (415) 282.4511
Fax: (415)282.4536
swanson@austinlawgroup.com

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

12/14/2022
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

Attorneys for Plaintiff DANIEL FELDMAN, Ph.D.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO - UNLIMITED

Case No. CGC-21-594129

DANIEL FELDMAN, Ph.D.,

Plaintiff,

v.

LINDA STEINHOFF HOLMES, an individual;
and DOES 1-10, inclusive,

Defendants.

**STIPULATED EX PARTE APPLICATION
TO CONTINUE TRIAL AND RELATED
PRE-TRIAL DATES**

Date: December 16, 2022

Time: 11:00 am

Dept: 206

Action Filed: July 28, 2021

Trial Date: March 6, 2023

Proposed: September 5, 2023

**TO THIS HONORABLE COURT, ALL PARTIES, AND THEIR RESPECTIVE ATTORNEYS
OF RECORD:**

PLEASE TAKE NOTICE that on December 16, 2022 at 11:00 a.m., or as soon thereafter as the matter may be heard, in the Department of the Presiding Judge of the above-entitled court, located at 400 McAllister Street, San Francisco, CA 94102, Plaintiff Daniel Feldman ("Plaintiff"), will and hereby does apply to this Court via ex parte application to Continue Trial and Related Dates Pursuant to Stipulation of the Parties.

The Parties, both Plaintiff and the Defendant, Linda Steinhoff Holmes, through their respective counsel of record, have stipulated to continue the March 6, 2023 trial date to September 5, 2023, or to a

1 date thereafter that is convenient to the parties and to the Court, to enable the parties to engage in a
2 scheduled mediation with Judge James McBride, the soonest date the Parties could secure for such
3 mediation is February 10, 2023.

4 Good cause exists to continue the trial date because the scheduled mediation is less than one
5 month before trial is scheduled, despite the diligent efforts to secure a sooner date. The parties
6 stipulation and the declaration of counsel evidences that their attempts to schedule an earlier mediation
7 date were negatively impacted by both Plaintiff and Defendant's serious health conditions in 2022,
8 which included hospitalizations for each and a COVID diagnosis for Plaintiff in November 2022, as
9 well as Judge McBride's availability. Both parties will have conducted written and discovery prior to
10 the mediation, so are confident this will resolve the case outside of trial. The stipulation provides that
11 there will be no prejudice to either party, and a short continuance will allow the parties to reserve
12 spending time and money preparing for trial and focus on the scheduled mediation instead.

13 No prior continuances have been requested, and the parties have stipulated to continue the trial
14 date. Accordingly, the interests of justice are best served by a trial continuance in this matter.

15 This ex parte application is based on California Rules of Court, Rules 3.1200 -3.1207, and
16 3.1332(c) & (d); Local Rules of the Superior Court of California, San Francisco, Rule 9.0; this Notice;
17 the Memorandum of Points and Authorities; and the Declaration of Counsel Swanson; and the Court's
18 file and documents filed herein demonstrating that good cause exists for an ex parte Order continuing
19 the March 6, 2023, trial and related dates until September 5, 2023 or as soon thereafter as is convenient
20 to the Court's calendar.

21 DATED: December 13, 2022

22 Respectfully submitted,
23 AUSTIN LAW GROUP

24 

25 By:
26 Julien Swanson, Esq.
27 Attorney for Plaintiff Feldman
28

JULIEN SWANSON (SBN 193957)
584 Castro St #2126
San Francisco, CA 94114-2512
Tel: (415) 282.4511
Fax: (415)282.4536
swanson@austinlawgroup.com

Attorneys for Plaintiff DANIEL FELDMAN, Ph.D.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO - UNLIMITED

DANIEL FELDMAN, Ph.D.,

Plaintiff,

v.

LINDA STEINHOFF HOLMES, an individual;
and DOES 1-10, inclusive,

Defendants.

Case No. CGC 19-21-594129

**JOINT STIPULATION TO CONTINUE
TRIAL DATE AND RELATED PRETRIAL
DATES**

Action Files: July 28, 2021

Trial Date: March 6, 2023

Plaintiff Daniel Feldman PhD ("Plaintiff") and Defendant LINDA HOLMES ("Defendant") and by and through their respective counsel of record herein, hereby stipulate and agree that the currently scheduled trial date of March 6, 2023 be continued to **September 5, 2023** (Monday, September 4th is a holiday) or to a date thereafter that is convenient for the court and the parties. The parties further stipulate and agree that all corresponding deadlines, including pre-trial be controlled by the new trial date.

The Parties further stipulate that they are actively engaged in diligent discovery efforts in this matter. Both sides will have propounded and responded to written discovery, and will have taken the

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

12/14/2022
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

1 depositions of both Plaintiff and Defendant prior to a scheduled mediation on February 10, 2023, with
2 the Honorable and former superior court judge James McBride.

3 The Parties attempted to schedule mediation in December 2022 and again in January 2023,
4 however, Dr. Feldman, who now lives in Louisville, Kentucky, was dealing with severe health issues in
5 the Summer and Fall of 2022, which included two hospitalizations and a serious bout of COVID in
6 November 2022, making it impossible for Plaintiff's counsel to confirm a date prior to Judge
7 McBride's schedule filling up through February 2023. As a result, mediation is scheduled just one
8 month before the current trial date. In addition, defendant Holmes was hospitalized for a lengthy
9 period in the Spring of 2022, further complicating efforts to coordinate mediation.
10

11 The parties further stipulate that it is in their best interests to attempt to resolve this matter
12 through mediation, and prior to beginning to prepare for trial.

13 This is the first continuance requested and no continuance has been granted in this case to date.

14 Pursuant to California Rules of Court, Rule 3.1332, good cause exists for the continuance
15 requested herein in order to conduct mediation, and because the requested continuance is necessary in
16 order to enable the parties to attempt to resolve this matter informally.
17

18 Other factors that should be considered include the following: (1) no prior continuances
19 have been requested or granted; (2) the parties have been diligent in conducting discovery to date in
20 order to support a viable mediation with the goal of resolving this matter informally; (3) the
21 requested continuance will provide the parties a viable opportunity with a skilled mediator, to attempt
22 to resolve this matter without the use of court resources; (4) upon information and belief, the requested
23 continuance will not cause any party or witness any undue prejudice; (5) the parties herein have
24 stipulated to the requested continuance.
25

26 Accordingly, the requested trial continuance is necessary in the interests of justice.

27 **THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:**
28

1 The date for the Jury Trial (currently scheduled for March 6, 2023 at 9:30 a.m. in
2 Department 206, shall be continued to September 5, 2023, or to a date thereafter which is convenient
3 for the Court and the parties.
4

5 2. All pre-trial dates and deadlines in this matter, including discovery motions and expert
6 discovery cut-off deadlines, shall be calculated using the new trial date.
7

8 **IT IS SO STIPULATED.**
9

10 DATED: December 8, 2022
11

12 Respectfully submitted,
13 AUSTIN LAW GROUP



14 By: _____
15 Julien Swanson, Esq.
16 Attorney for Plaintiff Feldman

17 DATED: December ¹³ 2022
18

19 Respectfully submitted,
20 MCNAMARA, AMBACHER, WHEELER, HIRSIG &
21 GRAY



22 By: _____
23 Nolan S. Armstrong, Esq.
24 Lisa R. Roberts, Esq.
25 Attorney for Defendant, Holmes
26
27
28

JULIEN SWANSON (SBN 193957)
584 Castro St #2126
San Francisco, CA 94114-2512
Tel: (415) 282.4511
Fax: (415)282.4536
swanson@austinlawgroup.com

Attorneys for Plaintiff DANIEL FELDMAN, Ph.D.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO - UNLIMITED

Case No. CGC-21-594129

DANIEL FELDMAN, Ph.D.,

Plaintiff,

v.

LINDA STEINHOFF HOLMES, an individual;
and DOES 1-10, inclusive,

Defendants.

**STIPULATION TO CONTINUE TRIAL TO
MAY 8, 2023**

Action Filed: July 28, 2021

Trial Date: March 6, 2023

During an *Ex Parte* hearing on December 16, 2022, the Court granted in part, the Parties stipulated *Ex Parte* application for continued trial, and requested a stipulation for a date in May 2023 for continued trial in this matter.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. The date for the Jury Trial shall be continued to May 8, 2023, or to a date thereafter which is convenient for the Court and the parties.
2. All pre-trial dates and deadlines in this matter shall remain tied to the original trial date.

IT IS SO STIPULATED.

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

12/30/2022
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

1 DATED: December 29, 2022

2 Respectfully submitted,
3 AUSTIN LAW GROUP

4 

5 By: _____
6 Julien Swanson, Esq.
7 Attorney for Plaintiff Feldman

8 DATED: December 29, 2022

9 Respectfully submitted,
10 MCNAMARA, AMBACHER, WHEELER, HIRSIG &
11 GRAY

12 

13 By: _____
14 Nolan S. Armstrong, Esq.
15 Lisa R. Roberts, Esq.
16 Attorney for Defendant, Holmes

17 DATED: December 29, 2022

18 Respectfully submitted,
19 RANKIN STOCK HEABERLIN ONEAL

20 

21 By: _____
22 Stephanie Davin, Esq.
23 Attorney for Defendant, Holmes

JULIEN SWANSON (SBN 193957)
584 Castro St #2126
San Francisco, CA 94114-2512
Tel: (415) 282.4511
Fax: (415) 282.4536
swanson@austinlawgroup.com

FILED
San Francisco County Superior Court

JAN 06 2023

CLERK OF THE COURT

BY: 

Deputy Clerk

Attorneys for Plaintiff DANIEL FELDMAN, Ph.D.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO - UNLIMITED

Case No. CGC-21-594129

DANIEL FELDMAN, Ph.D.,

Plaintiff,

v.

LINDA STEINHOFF HOLMES, an individual;
and DOES 1-10, inclusive,

Defendants.

~~PROPOSED~~ ORDER GRANTING
CONTINUANCE OF TRIAL AND RELATED
PRE TRIAL DATES

Date: December 16, 2022

Time: 11:00 am

Dept. 206

Action Filed: July 28, 2021

Trial Date: March 6, 2023

Having considered Plaintiff DANIEL FELDMAN.'s moving papers, argument of counsel, the

Stipulation of the parties and good cause appearing therefor,

THE COURT HEREBY ORDERS:

The date for the Jury Trial (currently scheduled for March 6, 2023 at 9:30 a.m. in

Department 206, shall be ^{vacated & reset May 8} continued to September 5, 2023, ^{at 9:30 a.m. in Dept. 206.} or to a date thereafter which is convenient
for the Court and the parties.

1. All pre-trial dates and deadlines in this matter, including discovery motions and expert
discovery cut-off deadlines, shall be calculated using the ^{March 6, 2023} new trial date.

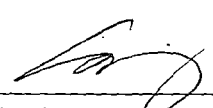
1 THE COURT FURTHER ORDERS ALL PARTIES to call 415-551-3685 or e-mail the
2 court at Department206@sftc.org seven to fourteen days before the trial date and
3 provide the following information:

- 4 1. Party Name and Attorney Name (if represented)
- 5 2. Case Name and Number
- 6 3. Trial date and estimate of total trial time (including motions in limine and
- 7 jury selection)
- 8 4. Are you interested in a settlement conference on the day of trial?
- 9 5. Provide a brief description of the case, including damages. If calling,
- 10 description is limited to three minutes or less.
- 11 6. If the case has settled, is this a global settlement as to all parties and all
- 12 causes of action, and is the settlement conditional or unconditional?
- 13

14 Parties must appear on the day of trial unless a Dismissal, Notice of Settlement,
15 or Notice of Stay is filed with courtesy copies delivered to Department 206 by 4:00 PM
16 on the Thursday before trial.

17 If the trial date is continued, this order applies to the new trial date. Failure to
18 comply with this order may result in monetary sanctions, C.C.P. §177.5.

19
20
21 DATE: JAN 06 2023

22 
HONORABLE SAMUEL K. FENG
23 Judge
24 San Francisco Superior Court

25 CCL-21-594129
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Julien Swanson CASB 193957 Austin Law Group 584 Castro Street #2126 San Francisco, CA 94114 TELEPHONE NO.: 415-282-4511 FAX NO. (Optional): E-MAIL ADDRESS (Optional): swanson@austinlawgroup.com ATTORNEY FOR (Name): Plaintiff Daniel Feldman		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Francisco 02/03/2023 Clerk of the Court BY: JACKIE LAPREVOTTE 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:		
CASE NAME: Feldman v Holmes, et al		
SUBSTITUTION OF ATTORNEY—CIVIL (Without Court Order)		CASE NUMBER: CGC-21-594129

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

- Former legal representative** ☐ Party represented self ☒ Attorney (name): Julien Swanson
- New legal representative** ☒ Party is representing self* ☐ Attorney
 - Name: Daniel Feldman
 - State Bar No. (if applicable):
 - Address (number, street, city, ZIP, and law firm name, if applicable):
 13647 Aragon Way Apt. 303
 Louisville Kentucky 40245
 - Telephone No. (include area code): 307-699-3223
- The party making this substitution is a ☒ plaintiff ☐ defendant ☐ petitioner ☐ respondent ☐ other (specify):

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

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

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

NOTICE TO PARTIES WITHOUT ATTORNEYS

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

4. I consent to this substitution.

Date: 2/3/2023

Daniel Feldman

(TYPE OR PRINT NAME)

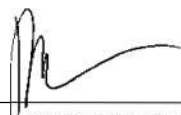

(SIGNATURE OF PARTY)

5. ☒ I consent to this substitution.

Date: 2/3/2023

Julien Swanson

(TYPE OR PRINT NAME)


(SIGNATURE OF FORMER ATTORNEY)

6. ☒ I consent to this substitution.

Date: 2/3/2023

Daniel Feldman

(TYPE OR PRINT NAME)


(SIGNATURE OF NEW ATTORNEY)

(See reverse for proof of service by mail)

CASE NAME:

— Feldman v Holmes, et al

CASE NUMBER:

CGC-21-594129

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

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

1. I am over the age of 18 and **not a party to this cause**. I am a resident of or employed in the county where the mailing occurred. My residence or business address is (*specify*):
2. I served the Substitution of Attorney—Civil by enclosing a true copy in a sealed envelope addressed to each person whose name and address is shown below and depositing the envelope in the United States mail with the postage fully prepaid.

(1) Date of mailing: 2/3/2023

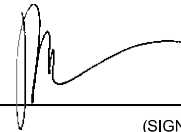
(2) Place of mailing (*city and state*): Oakland CA

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

Date: 2/3/2023

Julien Swanson

(TYPE OR PRINT NAME)



(SIGNATURE)

NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

4. a. Name of person served: NOLAN S. ARMSTRONG (State Bar No. 241311)
b. Address (*number, street, city, and ZIP*): nolan.armstrong@mcnamaralaw.com
- LISA R. ROBERTS (State Bar No. 141171)
lisa.roberts@mcnamaralaw.com
- c. Name of person served: MCNAMARA, AMBACHER, WHEELER,
d. Address (*number, street, city, and ZIP*): HIRSIG & GRAY LLP
3480 Buskirk Avenue, Suite 250
Pleasant Hill, CA 94523
Telephone: (925) 939-5330
Facsimile: (925) 939-0203
- e. Name of person served: Attorneys for Defendant
f. Address (*number, street, city, and ZIP*): LINDA STEINHOFF HOLMES
- g. Name of person served:
- h. Address (*number, street, city, and ZIP*):
- i. Name of person served:
- j. Address (*number, street, city, and ZIP*):

☐ List of names and addresses continued in attachment.

FW-003**Order on Court Fee Waiver
(Superior Court)****1 Person who asked the court to waive court fees:**Name: DANIEL FELDMAN, PH.DStreet or mailing address: 13647 Aragon Way Apt 303City: Louisville State: KY Zip: 40245**2 Lawyer, if person in 1 has one (name, firm name, address, phone number, e-mail, and State Bar number):**

3 A request to waive court fees was filed on (date): FEB 27 2023☐ The court made a previous fee waiver order in this case on (date): _____**Read this form carefully. All checked boxes ☒ are court orders.**

Notice: The court may order you to answer questions about your finances and later order you to pay back the waived fees. If this happens and you do not pay, the court can make you pay the fees and also charge you collection fees. If there is a change in your financial circumstances during this case that increases your ability to pay fees and costs, you must notify the trial court within five days. (Use form FW-010.) If you win your case, the trial court may order the other side to pay the fees. If you settle your civil case for \$10,000 or more, the trial court will have a lien on the settlement in the amount of the waived fees. The trial court may not dismiss the case until the lien is paid.

4 After reviewing your: ☒ Request to Waive Court Fees ☐ Request to Waive Additional Court Fees the court makes the following orders:a. ☒ The court grants your request, as follows:

- (1) ☒ **Fee Waiver.** The court grants your request and waives your court fees and costs listed below. (Cal. Rules of Court, rules 3.55 and 8.818.) You do not have to pay the court fees for the following:

- Filing papers in superior court
- Making copies and certifying copies
- Sheriff's fee to give notice
- Reporter's fee for attendance at hearing or trial, if the court is not electronically recording the proceeding and you request that the court provide an official reporter
- Assessment for court investigations under Probate Code section 1513, 1826, or 1851
- Preparing, certifying, copying, and sending the clerk's transcript on appeal
- Holding in trust the deposit for a reporter's transcript on appeal under rule 8.130 or 8.834
- Making a transcript or copy of an official electronic recording under rule 8.835
- Court fee for phone hearing
- Giving notice and certificates
- Sending papers to another court department

- (2) ☐ **Additional Fee Waiver.** The court grants your request and waives your additional superior court fees and costs that are checked below. (Cal. Rules of Court, rule 3.56.) You do not have to pay for the checked items.

- ☐ Jury fees and expenses
- ☐ Fees for court-appointed experts
- ☐ Other (specify): _____
- ☐ Fees for a peace officer to testify in court
- ☐ Court-appointed interpreter fees for a witness

Clerk stamps date here when form is filed.

FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO**FEB 27 2023****CLERK OF THE COURT**BY: Angelica Sunga
ANGELICA SUNGA Deputy Clerk

Fill in court name and street address:

Superior Court of California, County of
SAN FRANCISCO400 McAllister Street
San Francisco, CA 94102

Fill in case number and name:

Case Number:
CGC 21-594129**Case Name:**
DANIEL FELDMAN, PH.D VS.
LINDA STEINHOFF HOLMES ET AL

Your name: Daniel Feldman, Ph.D

Case Number:

CGC 21-594129

- b. ☐ The court **denies** your fee waiver request because:

Warning! If you miss the deadline below, the court cannot process your request for hearing or the court papers you filed with your original request. If the papers were a notice of appeal, the appeal may be dismissed.

- (1) ☐ Your request is incomplete. You have **10 days** after the clerk gives notice of this Order (see date of service on next page) to:

- Pay your fees and costs, or
- File a new revised request that includes the incomplete items listed:
☐ Below ☐ On Attachment 4b(1)

- (2) ☐ The information you provided on the request shows that you are not eligible for the fee waiver you requested for the reasons stated: ☐ Below ☐ On Attachment 4b(2)

The court has enclosed a blank *Request for Hearing About Court Fee Waiver Order (Superior Court)* (form FW-006). You have **10 days** after the clerk gives notice of this order (see date of service below) to:

- Pay your fees and costs in full or the amount listed in c below, or
- Ask for a hearing in order to show the court more information. (*Use form FW-006 to request hearing.*)

- c. (1) ☐ The court needs more information to decide whether to grant your request. You must go to court on the date on page 3. The hearing will be about the questions regarding your eligibility that are stated:

☐ Below ☐ On Attachment 4c(1)

- (2) ☐ Bring the items of proof to support your request, if reasonably available, that are listed:

☐ Below ☐ On Attachment 4c(2)

This is a Court Order.

Your name: Daniel Feldman, Ph.D

Case Number:

CGC 21-594129

Name and address of court if different from above:

Hearing
Date

Date: _____ Time: _____
Dept.: _____ Room: _____

Warning! If item c(1) is checked, and you do not go to court on your hearing date, the judge will deny your request to waive court fees, and you will have 10 days to pay your fees. If you miss that deadline, the court cannot process the court papers you filed with your request. If the papers were a notice of appeal, the appeal may be dismissed.

Date: FEB 27 2023

Signature of (check one)

ANGELICA SUNGA

☐ Judicial Officer ☒ Clerk, Deputy

Request for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office for *Request for Accommodations by Persons With Disabilities and Response* (form MC-410). (Civ. Code, § 54.8.)

Clerk's Certificate of Service

I certify that I am not involved in this case and (check one):

- ☒ I handed a copy of this Order to the party and attorney, if any, listed in ① and ②, at the court, on the date below.
- ☒ This order was mailed first class, postage paid, to the party and attorney, if any, at the addresses listed in ① and ②, from (city): San Francisco, California, on the date below.
- ☐ A certificate of mailing is attached.

Date: FEB 28 2023

Clerk, by _____, Deputy
Name: ANGELICA SUNGA



This is a Court Order.

1 DANIEL J. FELDMAN, PH.D.
2 13647 Aragon Way Apt 303
3 Louisville, KY 40245
4 Tel: (307) 699-3223
5 Email: danieljfeldmanphd@gmail.com

6 PLAINTIFF PRO SE

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/16/2023
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF SAN FRANCISCO
9 UNLIMITED JURISDICTION

10 DANIEL J. FELDMAN, PH.D.
11 Plaintiff,

12 vs.

13 LINDA STEINHOFF HOLMES, AND DOES 1-30
14 Defendants.

) Case No.: CGC 21-594129
)
) DECLARATION OF PLAINTIFF IN SUPPORT
) OF STIPULATED EX PARTE APPLICATION
) TO CONTINUE TRIAL AND RELATED PRE-
) TRIAL DATES
)
) Date: March 17, 2023
) Time: 11:00m
) Dept. 206
) Hon. Anne-Christine Massullo, Judge Presiding
)
) Action Filed: July 28, 2021

Trial Date: May 8, 2023
Proposed Trial Date: March 12, 2024

15
16
17
18
19
20
21
22
23 COMES NOW Plaintiff DANIEL FELDMAN, pro se, and would show unto this Honorable
24 Court as follows with regard to Defendant LINDA STEINHOFF-HOLMES' et al. wrongful
25 eviction and related complaints.
26
27

1 NOTICE IS HEREBY GIVEN that the following declaration is submitted in support of the
2 application to continue the trial and related pretrial dates that may be heard on March 17, 2023, at
3 11:00A.M, or as soon thereafter in Department 206 of the Superior Court of California, County of
4 San Francisco located at 400 McAllister Street.

5
6 I, Daniel Feldman, Ph.D., declare:

7 1. I am the Plaintiff in the above captioned case.

8 2. I noticed this ex parte appearance to counsel for Defendants via email on March 16th,
9 2023, at 1p.m., after receiving the signed stipulation.

10 3. This is the second continuance requested. The first continuance which was stipulated
11 to be moved from March 4, 2023, to September 2023 or later was granted in part to a continued date of
12 May 8, 2023, primarily due to severe illness of both parties and in order to conduct mediation.

13 4. Plaintiffs counsel recused himself following disagreements over objectives of
14 representation in early February. Plaintiff, pro se, continues to be actively engaged in a search for new
15 counsel. Once new representation is retained, s/he will need time to prepare for trial, and serve new
16 Defendants.

17 5. Parties are actively engaged in diligent discovery efforts in this matter. However, as new
18 causes of action are identified, all parties will need time to conduct pretrial litigation.

19 6. New defendants will need to propound and respond to written discovery, and will need to
20 take the necessary depositions. Both Plaintiff and Defendant's initial depositions have been taken.

21 7. A private mediation was scheduled with Ret. Judge James McBride on February 10, 2023,
22 and was postponed because the parties had not completed written discovery. The Parties believe
23 mediation is the most effective avenue for resolution here.

24 8. The parties stipulate that it is in their best interests to attempt to resolve this matter through
25 mediation, and prior to beginning to prepare for trial.

26 9. The Parties stipulate that a trial continuance is in their best interests and will not prejudice
27 any party.

28 10. The Parties stipulate the interests of justice are best served by a trial continuance in this
matter.

11. With the current trial date of May 8, 2023, discovery and other trial related deadlines are
fast approaching, including an expert witness exchange slated for March 20, 2023 that will not allow

1 new Defendants to identify their expert witnesses.

2 12. As such, the parties will suffer irreparable harm if the motion for trial continuance is not
3 heard ex parte, and is not granted.

4
5 I declare under the penalty of perjury under the laws of the United States and the State of California
6 that the foregoing is true and correct to the best of my knowledge and belief.

7 Executed this 15th day of March 2023, from Louisville, Kentucky
8
9
10

11 _____
12 DANIEL J. FELDMAN, PH.D.
13 Plaintiff, pro se
14
15
16
17
18
19
20
21
22
23
24
25
26
27

DANIEL J. FELDMAN, Ph.D.
13647 Aragon Way Apt 303
Louisville, KY 40245
Tel: (307) 699.3223
danieljfeldmanphd@gmail.com

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/16/2023
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

Plaintiff, Pro se, DANIEL FELDMAN, Ph.D.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO - UNLIMITED

Case No. CGC 21-594129

DANIEL FELDMAN, Ph.D.,

Plaintiff,

v.

LINDA STEINHOFF HOLMES, an individual;
and DOES 1-10, inclusive,

Defendants.

**JOINT STIPULATION TO CONTINUE
TRIAL DATE AND RELATED PRETRIAL
DATES**

Action Files: July 28, 2021

Trial Date: May 8, 2023

Proposed Trial Date: March 12, 2024

Plaintiff Daniel Feldman PhD ("Plaintiff") and Defendant LINDA HOLMES ("Defendant") and by and through their respective counsel of record herein, hereby stipulate and agree that the currently scheduled trial date of May 8, 2023 be continued to **Monday, March 12, 2024**, or to a date thereafter that is convenient for the court and the parties. The parties further stipulate and agree that all corresponding deadlines be controlled by the new trial date, including pre-trial deadlines and naming expert witnesses currently set to become due Monday, February 27, 2023.

The Parties further stipulate that they are actively engaged in diligent discovery efforts in this matter. Due to statements made by Defendant at her deposition on January 13, 2023, the Plaintiff contends complaint must be amended to include new causes of action and new defendants. In addition,

1 the Plaintiff is no longer represented by his previous counsel due to a disagreement over objectives of
2 representation. As such, Plaintiff needs time to complete transfer of files and provide answers that
3 may be due to the Defense, acquire new counsel, write an Amended Complaint as well as serve and
4 depose new defendants who in turn need their opportunity to seek counsel and engage in discovery, as
5 well as reschedule a mediation conference after significant discovery has been produced.

6 It is expected that upon filing the new causes of action that new experts may need to be
7 recruited by each party in order to adequately and fairly present their case. The parties further stipulate
8 that it is in their best interests to attempt to resolve this matter through mediation, and prior to
9 beginning to prepare for trial. For these reasons, in addition to a continuance of this trial, all pretrials
10 dates and deadlines, formal and informal, stipulated and ex parte should be extended per Local Court
11 Rules.
12

13 This is the second continuance requested. The first continuance which was stipulated to be
14 moved from March 4, 2023, to September 2023 or later was granted in part to a continued date of May
15 8, 2023, primarily due to severe illness of both parties and in order to conduct mediation. Pursuant to
16 California Rules of Court, Rule 3.1332, good causes exist for the continuance requested herein: (4)
17 substitution out of Plaintiff counsel, (5) the addition of new defendants who have not had a reasonable
18 opportunity to conduct discovery and prepare for trial, and the current Defendant has not had a
19 reasonable opportunity to conduct discovery and prepare for trial in regard to the new party's
20 involvement in the case.
21

22 Other factors that should be considered include the following: (1) one prior continuance
23 was only granted in part; (2) the parties have been diligent in conducting discovery to date in order to
24 support a viable mediation with the goal of resolving this matter informally; (3) due to the addition of
25 several defendants in the Amended Complaint to a cause of action of conspiracy, a full year is needed
26 to depose those involved, complete the discovery process, so the continuance will not cause any party
27 or witness any undue prejudice; (4) the parties herein have stipulated to the requested continuance.
28

1 Accordingly, the requested trial continuance is necessary in the interests of justice. THEREFORE, IT
2 IS HEREBY STIPULATED AND AGREED AS FOLLOWS: 1) The date for the Jury Trial (currently
3 scheduled for May 8, 2023 at 9:30 a.m. in Department 206, shall be continued to March 12, 2024, or
4 to a date thereafter which is convenient for the Court and the parties. 2) All pre-trial dates and
5 deadlines in this matter, including discovery motions and expert discovery cut-off deadlines, shall be
6 calculated using the new trial date.

7 **IT IS SO STIPULATED.**

8 DATED: February 23, 2023


Respectfully submitted,

9 By: 

10 Daniel J. Feldman, Ph.D.
11 Plaintiff, Pro se

12
13 DATED: February 27, 2023

Respectfully submitted,
MCNAMARA, AMBACHER, WHEELER,
HIRSIG & GRAY

14 By: 

15
16 Nolan S. Armstrong, Esq.
17 Attorney for Defendant, Holmes

18
19 DATED: February 27th , 2023

Respectfully submitted,
RANKIN STOCK HEABERLIN ONEA

20
21 By: 

22
23 Stephanie Davin, Esq.
24 Attorney for Defendant, Holmes
25
26
27
28

1 DANIEL J. FELDMAN, PH.D.
2 13647 Aragon Way Apt 303
3 Louisville, KY 40245
4 Tel: (307) 699-3223
5 Email: danieljfeldmanphd@gmail.com

6 PLAINTIFF PRO SE

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/16/2023
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF SAN FRANCISCO
9 UNLIMITED JURISDICTION

10 DANIEL J. FELDMAN, PH.D.
11 Plaintiff,

12 vs.

13 LINDA STEINHOFF HOLMES, AND DOES 1-30
14 Defendants.

) Case No.: CGC 21-594129
)
) MEMORANDUM OF POINTS AND AUTHORITIES
) IN SUPPORT OF STIPULATED EX PARTE
) APPLICATION TO CONTINUE TRIAL AND
) RELATED PRETRIAL DATES
) Date: March 17, 2023
) Time: 11:00am
) Dept. 206
) Hon. Anne-Christine Massullo, Judge Presiding
)

15
16
17
18
19
20
21 COMES NOW Plaintiff DANIEL FELDMAN, pro se, and would show unto this Honorable
22 Court as follows with regard to Defendant LINDA STEINHOFF-HOLMES' et al. wrongful
23 eviction and related complaints.

24
25 These points and authorities will be heard on March 17, 2023, at 11A.M, or as soon thereafter as the
26 matter may be heard in Department 206 of the Superior Court of California, County of San
27 Francisco located at 400 McAllister Street.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. INTRODUCTION

On July 28, 2022, Plaintiff Daniel Feldman PhD ("Plaintiff") filed the present complaint against Defendant Linda Holmes ("Defendant"), alleging constructive eviction and related claims of habitability stemming from his tenancy at her San Francisco property.

The parties stipulate herein to moving the trial date from May 8, 2023, to March 12, 2024, or a later date convenient to the Court and the parties, to enable the parties to engage in mediation with Judge James McBride, which is scheduled to occur on February 10, 2023. (See Stipulation filed herewith.)

Plaintiff hereby brings this ex parte application pursuant to local rule 6.0 (B), 9.0 and California Rules of Court, Rules 3.1200 to 3.1207 and 3.1332(c) &(d), for Court approval of a continuance of discovery, and motion cut-off deadlines.

This is only the second request for, and would be the second continuance of the trial date in this matter. (Feldman Dec para 3).

The Parties stipulate that a trial continuance is in their best interests and will not prejudice any party. (Feldman Dec ¶ 9-10). Further, the interests of justice are best served by a trial continuance in this matter. *Id.*

A declaration regarding the relief to be requested, the basis for the request, and notice is filed concurrently herein. Cal. Rules of Court, rule ²3.1204(b)(1).

1
2 II. LEGAL ARGUMENT

3 A. The Court Has Broad Discretion to Continue Trial

4 Trial judges have a good deal of leeway in granting continuances. “The factors which
5 the granting or denying of a continuance in any particular case are so varied that the trial judge must
6 influence necessarily exercise a broad discretion.” *Taylor v. Bell* (1971) 21 Cal.App.3d 1002, 1007;
7 see also *Bussard v. Department of Motor Vehicles* (2008) 164 Cal.App.4th 858, 864. California
8 Rules of Court, Rule 3.1332 governs applications and motions concerning trial dates. The court may
9 grant a continuance only on an affirmative showing of good cause requiring the continuance. Cal.
10 Rules of Court, rule 3.1332(c). California Rules of Court, Rule 3.1332(c), enumerates factors that
11 may indicate good cause. This is not an exhaustive list, but it includes a party’s excused “inability to
12 obtain essential testimony, documents, or other material evidence despite diligent efforts.” Cal. Rules
13 of Court, Rule 3.1332(c)(6). Further, California Rules of Court, Rule 3.1332(d) states that in ruling on
14 a motion or application for continuance, the court must consider all facts and circumstances that are
15 relevant to the determination, which may include:

16 (1) The proximity of the trial date; (2) Whether there was any previous continuance,
17 extension of time, or delay of trial due to any party; (3) The length of the
18 continuance requested; (4) The availability of alternative means to address the
19 problem that gave rise to the motion or application for a continuance; (5) The
20 prejudice that parties or witnesses will suffer as a result of the continuance; (6) If
21 the case is entitled to a preferential trial setting, the reasons for that status and
22 whether the need for a continuance outweighs the need to avoid delay; (7) The
23 court's calendar and the impact of granting a continuance on other pending trials;
24 (8) Whether trial counsel is engaged in another trial; (9) Whether all parties have
25 stipulated to a continuance; (10) Whether the interests of justice are best served by
26 a continuance of the matter, or by imposing conditions on the continuance; and (11)
27 Any other fact or circumstance relevant to the fair determination of the motion or
28 application. Cal. Rules of Court, rule 3.1332(d), (Emphasis added).

1 **B. Good Cause Exists To Continue the Trial Date**

2 Many factors set forth in California Rules of Court, Rule 3.1332(d) are present here. First, the
3 parties have stipulated to continue the trial date, which is currently May 8, 2023. See Stipulation
4 filed herewith, and Feldman Dec ¶9-10. Second, this is only the second request to continue the
5 trial filed herewith, and Feldman Dec ¶ 3. Third, the parties are only requesting a continuance long
6 enough for the Plaintiff to obtain new counsel, amend the Complaint, serve new parties, allow them
7 to file their Answer and engage in discovery (*Id.* at 9-10.), Fourth, the request for a continuance is
8 stipulated and no parties or witnesses will suffer any prejudice. In addition, the interests of justice are best
9 served by a trial continuance in this matter. *Id.* As such, a continuance will likely have a positive
10 impact on the Court's calendar and pending trials. As neither party nor any potential witness will
11 suffer any prejudice as a result of the continuance, and given the increased likelihood that this
12 matter will resolve without the need for trial if this continuance is granted, the Parties respectfully
13 request that the trial date be continued to allow time for the Parties to attend mediation and
14 meaningfully engage in settlement negotiations.

15 **C. The Parties Will Suffer Irreparable Harm without a Continuance**

16 With the current trial date, discovery and other trial related deadlines are fast approaching, however;
17 prior to the mediation, the Parties will need to expend resources to meet the trial based deadlines that
18 could otherwise be put toward settlement. As such, the parties will suffer irreparable harm if the
19 motion for trial continuance is not heard ex parte. Feldman Dec. ¶ 9-16.

20 **III. CONCLUSION**

21 In summary, Plaintiff respectfully requests that the Court grant a continuance of the current trial date of
22 May 8, 2023 to March 12, 2024; and that the court order that all pre-trial dates, and deadlines in this
23 matter, including fact discovery, expert discovery, and motion cut-off deadlines are to be continued
24 commensurate with the new trial date in this matter

25 DATED: March 15, 2023

26 

27 DANIEL J. FELDMAN, PH.D.
28 Plaintiff, pro se

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: 03/16/2023 03/16/2023 FIRM NAME: STREET ADDRESS: 1111 1111 CITY: San Francisco STATE: KY ZIP CODE: 40245 TELEPHONE NO.: 415 415 FAX NO.: E-MAIL ADDRESS: danieljfeldmanphd@gmail.com ATTORNEY FOR (name): pro se	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Francisco 03/16/2023 Clerk of the Court BY: EDNALEEN ALEGRE Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94012 BRANCH NAME: Civic Center Courthouse Department 206	
PLAINTIFF/PETITIONER: Feldman, PH.D, Daniel DEFENDANT/RESPONDENT: Steinhoff-Holmes, Linda	CASE NUMBER: CGC - 21- 594129
PROOF OF ELECTRONIC SERVICE	JUDICIAL OFFICER:
	DEPARTMENT:

1. I am at least 18 years old.
 - a. My residence or business address is (*specify*):
13647 Aragon Way Apt 303
Louisville, KY 40245
 - b. My electronic service address is (*specify*):
danieljfeldmanphd@gmail.com
2. I electronically served the following documents (*exact titles*):
 2023.3.15 Memo of Points and Authorities in Support of Stipulated Ex Parte Application to Continue Trial and Related Pretrial Dates
 2023.3.15 Declaration of Plaintiff in Support of Stipulated Ex Parte Application to Continue Trial and Related Pretrial Dates
 2023.3.15 Joint Stipulation to Continue Trial Date and Related Pretrial Dates
 2023.3.15 Stipulated Ex Parte Application to Continue Trial and Related Pretrial Dates
 2023.3.15 Proposed Order for Continuance of Trial and Related Pretrial Dates
3. I electronically served the documents listed in 2 as follows:
 - a. Name of person served: Stephanie Davin and Nolan Armstrong
 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 :
 stephanie@rankinstock.com and Nolan.Armstrong@mcnamaralaw.com
 - c. On (*date*): March 16, 2023

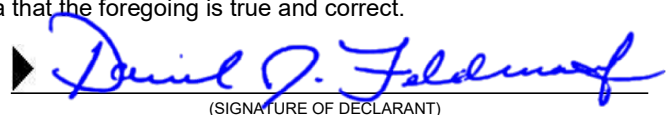
☐ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.
 (Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: March 16, 2023

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)

DANIEL J. FELDMAN, Ph.D.
13647 Aragon Way Apt 303
Louisville, KY 40245
Tel: (307) 699-3223
danieljfeldmanphd@gmail.com

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/16/2023
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

PLAINTIFF, PRO SE DANIEL J. FELDMAN, Ph.D.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO - UNLIMITED

DANIEL FELDMAN, Ph.D.

Case No.: CGC-21-594129

Plaintiff,

**STIPULATED EX PARTE APPLICATION
TO CONTINUE TRIAL AND RELATED
PRE-TRIAL DATES**

v.

Honorable Presiding Judge: **Anne-Christine Massullo**

LINDA STEINHOFF HOLMES, an
individual; and DOES 1-10, inclusive,

Date: March 17, 2023
Time: 11:00am
Department 206

Defendants.

Action Filed: July 28, 2021

Trial Date: May 8, 2023

Proposed: March 12, 2024

**TO THIS HONORABLE COURT, ALL PARTIES, AND THEIR RESPECTIVE ATTORNEYS OF
RECORD:**

COMES NOW the Plaintiff, Daniel J. Feldman, Ph.D., respectfully moves this Honorable Court for an order
granting a continuance in the above-entitled matter. The grounds for this motion are as follows:

1) The mediation conference scheduled on February 10, 2023, was canceled because the value and strength of the
case could not be fairly and accurately determined because the answers to discovery that Plaintiff propounded in
January were not due until March. Defendant's offer of \$7,500 and statement to Plaintiff's former counsel that their
maximum settlement would not be six figures, compared to Plaintiff's claim of over \$1 million, shows that the

1 parties have not yet had sufficient opportunity to receive and evaluate discovery. Plaintiff has not seen any evidence
2 to date from the Defendant that would support any reduction in his claims. Therefore, a mediation conference needs
3 to be scheduled after discovery from both sides is substantially complete.

4 2) Defendant's deposition on January 13, 2023, revealed new causes of action as well as new defendants who need
5 to be served and deposed, and given their opportunity to seek counsel and engage in discovery, which will require
6 additional time, past the current trial date, to complete.

7 3) Plaintiff recently has moved to a pro se representation of the case following a disagreement over objectives of the
8 representation. Plaintiff has been unreasonably denied access to previously stipulated means for sharing discovery
9 documentation with the counsel for the Defendant, which will cause further delays. For example: (i) Both counsel
10 for Plaintiff and Defendant had agreed to share documents on a Dropbox shared folder that belongs to the
11 substituted Plaintiff counsel's firm. (ii) Defense counsel refuses to use a shared folder on the Plaintiff's Google
12 share drive, set up identically to the prior Plaintiff counsel Dropbox folder. (iii) Plaintiff, pro se, had been given a
13 complete file from former counsel however some documents were corrupted. (iv) As a result, Plaintiff, pro se,
14 cannot know without a copy of Defense production if relevant files were deleted in the transfer of files from prior
15 counsel. (v) Nor can Plaintiff, pro se, send new discovery documents and videos that Defense has requested as no
16 alternative means for sharing has been offered outside of email. (vi) Plaintiff, pro se, exerts that these denials from
17 the Defense counsel are unreasonable and only serve to cause further delay. (vii) There is a joint stipulation that the
18 expert witness mutual exchange deadline is March 20, 2023; however, with an inability to share production, both
19 sides may be missing evidence for which they may want an expert, particularly as new causes of action are
20 identified in the Amended complaint. There is a joint agreement that the expert exchange should also be continued
21 pursuant to rules of trial calendar.

22 4) Plaintiff needs additional time to secure new counsel, review discovery, prepare the Amended Complaint with
23 new causes of action, and handle the new defendants. Plaintiff petitions this Court to extend all pretrial dates and
24 deadlines that supersede all previous orders and agreements, including formal and informal joint stipulation.

25 In order to give both sides the opportunity to fully and fairly present their case at trial, a continuance until no sooner
26 than March 1, 2024, is required. This additional time will allow Plaintiff to secure new counsel, amend the
complaint, further research newly identified causes of action, allow new defendants time to answer and prepare for

1 trial, to attend a Mediation conference after both parties have sufficient opportunity to complete discovery, and to set
2 pretrial deadlines consistent with the Local Court Rules.

3 Only one prior continuance was requested and joint stipulated to continue the trial in September, 2023. The court
4 scheduled the trial for May 8, 2023, the date which we now petition to continue until March 12, 2024.

5 WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant a continuance in this matter, allowing
6 Plaintiff sufficient time to secure new counsel and all parties to properly prepare for trial. and the parties have
7 stipulated to continue the trial date. Accordingly, the interests of justice are best served by a trial continuance in this
8 matter.

9
10 This ex parte application is based on California Rules of Court, Rules 3.1200 -3.1207, and 3.1332(c) & (d); Local
11 Rules of the Superior Court of California, San Francisco, Rule 9.0; this Notice; the Memorandum of Points and
12 Authorities; and the Court's file and documents filed herein demonstrating that good cause exists for an ex parte
13 Order continuing the May 8, 2023, trial and related dates until March 12, 2024 or as soon thereafter as is convenient
14 to the Court's calendar.

15
16 DATED: March 15, 2023

17
18 

19 DANIEL J. FELDMAN, Ph.D.

20
21 Plaintiff
22
23
24
25
26

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NUMBER: NAME: Daniel J. Feldman, PH.D FIRM NAME: STREET ADDRESS: 13647 Aragon Way Apt 303 CITY: Louisville STATE: KY ZIP CODE: 40245 TELEPHONE NO.: (307) 699-3223 FAX NO.: EMAIL ADDRESS: danieljfeldmanphd@gmail.com ATTORNEY FOR (name): pro se	ELECTRONICALLY FILED <i>Superior Court of California, County of San Francisco</i> 03/17/2023 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, Dept 206	
PLAINTIFF/PETITIONER: Daniel J. Feldman, PH.D DEFENDANT/RESPONDENT: Linda Steinhoff-Holmes OTHER CASE NAME: Feldman v Holmes	
NOTICE OF REMOTE APPEARANCE	CASE NUMBER: CGC-21-594129

You must use this form to tell the court you intend to appear remotely in a civil case, unless the court's website describes an online process for giving notice. You may also use it to give the required notice to all other parties in the case. (Do not use this form in a juvenile dependency proceeding.)

Check the court's website for information about how to appear remotely, including the departments and types of cases or proceedings that allow remote appearances and ways to appear remotely in their departments for such appearances.

See page 3 of this form for more information, including deadlines for giving notice and for opposing a remote appearance if this notice is for an evidentiary hearing or trial.

A person appearing remotely should conduct themselves as though appearing in court in person.

1. The person who intends to appear remotely is (*check and complete all that apply*):

- ☒ Plaintiff/Petitioner (*name*):
☐ Attorney for Plaintiff/Petitioner (*name*):
☐ Defendant/Respondent (*name*):
☐ Attorney for Defendant/Respondent (*name*):
☐ Other (*name and role in case*):

2. The person or persons in 1 intends to appear remotely (*check one*):

- a. ☒ Throughout the case.
 b. ☐ At the proceeding described below, including on any later dates if the proceeding is continued (*describe*):

Type of proceeding:

Set on (*date*): _____ at (*time*): _____ in (*department*): _____

Before (*name of judicial officer, if known*): _____

3. The person intends to appear by (*check court's website for method that may be used*):

- ☐ Videoconference ☒ Audio only (including telephone)

4. ☐ For evidentiary hearing or trial only (where testimony may be given): the party requests the following additional aspects of the proceeding be conducted remotely (*describe what the party wants to be done remotely and why; attach form MC-25 if more space is needed*):

PLAINTIFF: Daniel J. Feldman, PH.D DEFENDANT: Linda Steinhoff-Holmes	CASE NUMBER: CGC-21-594129
---	--------------------------------------

5. ☒ I agree to keep the proceeding confidential to the same extent as would be required if I were appearing in person.

Date: **March 17, 2023**

Daniel J. Feldman, PH.D

(TYPE OR PRINT NAME)



s// Daniel J. Feldman, PH.D //

(SIGNATURE)

Notice to Other Parties

Anyone intending to appear remotely must provide notice to all other parties by the deadlines stated in Cal. Rules of Court, rule 3.672, and described on the next page. Notice may be provided orally, electronically, or by giving the other parties this form in a way to ensure it is received by the applicable deadline. The party must tell the court this was done either by filing a proof of service (this may be done on forms POS-040 or POS-050 for electronic service) or by completing and signing the declaration below.

Declaration of Notice

I gave notice that I intend to appear remotely to the other parties or persons entitled to receive notice in this case as stated below.
Complete one item below for each person notice was given to, and enter one of the following options for "Method of notice" in c.

- **Mail:** By mailing them a copy of this form (write the mailing address in d.)
- **Overnight delivery:** By having a copy of this form delivered overnight (write the delivery address in d.)
- **Electronic notice:** By e-mail or text message (write the e-mail or phone number in d.)
- **Phone:** By telling them over the telephone or leaving them voice mail (write the phone number in d.), or
- **In person:** By giving them a copy of this form in person, or by telling them orally in person (write the address in d.)

1. ☐ Plaintiff/Petitioner

- a. Name:
- b. Date of notice:
- c. Method of notice:
- d. Address (mailing, in-person, or email) or phone number:

2. ☒ Attorney for: **Linda Steinhoff-Holmes**

- a. Name: **Stephanie Davin**
- b. Date of notice: **March 17, 2023**
- c. Method of notice: **electronic notice**
- d. Address (mailing, in-person, or email) or phone number: **stephanie@rankinstock.com**

3. ☐ Defendant/Respondent

- a. Name:
- b. Date of notice:
- c. Method of notice:
- d. Address (mailing, in-person, or email) or phone number:

4. ☒ Attorney for: **Linda Steinhoff-Holmes**

- a. Name: **Nolan Armstrong**
- b. Date of notice: **March 17, 2023**
- c. Method of notice: **electronic notice**
- d. Address (mailing, in-person, or email) phone number: **Nolan.Armstrong@mcnamaralaw.com**

5. ☐ Other (specify):

- a. Name:
- b. Date of notice:
- c. Method of notice:
- d. Address (mailing, in-person, or email) or phone number:

6. ☐ Attorney for:

- a. Name:
- b. Date of notice:
- c. Method of notice:
- d. Address (mailing, in-person, or email) phone number:

7. ☐ Other (specify):

- a. Name:
- b. Date of notice:
- c. Method of notice:
- d. Address (mailing, in-person, or email) or phone number:

7. ☐ Other (specify):

- a. Name:
- b. Date of notice:
- c. Method of notice:
- d. Address (mailing, in-person, or email) or phone number:

☐ If more people were given notice, check here, attach form MC-025, titled as Attachment Notice, and add the information about how and when notice was given to each person.

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

Date: **March 17, 2023**

Daniel J. Feldman, PH.D

(TYPE OR PRINT NAME)



s// Daniel J. Feldman, PH.D //

(SIGNATURE)

Instructions for Giving Notice of Remote Appearance

(This page does not need to be filed.)

1. Court online procedures. Before using this form, check the court's website to see if that court has an online procedure for providing notice to the court of your intent to appear remotely instead. You can find a link to the website for each court at:

2. How to use this form. This form is intended for use in civil cases only (any cases not criminal or petitions for habeas corpus, other than petitions under Welf. & Inst. Code, § 5000 et seq.), to provide written notice of intent to appear remotely, to a court and the parties, as described in Code of Civil Procedure section 367.75. It is not needed in juvenile dependency hearings.

Check the court's website to determine how remote appearances work in that court before completing this form. If the court does not have an online procedure for giving notice to the court of intent to appear remotely, complete and file this form to give the court notice. If you intend to appear remotely throughout the case, you only need to file it once (check item 2a).

3. Notice to others. You may also use this form to show that you gave notice to other parties. You must give notice of your intent to appear remotely to all parties and other persons who are entitled to notice of the proceeding. (If you checked item 2a, you only need to give notice once. Otherwise, give notice to the court and others before each proceeding you intend to appear at remotely.) You can describe how and when you gave notice in the Declaration of Notice on page 2, or by filing a proof of service with the court.

4. When to file and give notice to others.

California Rules of Court, rule 3.672(g) and (h) state the deadlines by which you have to give notice of intent to appear remotely to the other parties and the court. (You can give notice earlier.) There are different deadlines :

For motions and proceedings in which people cannot testify

If a party gives or receives *at least 3 court days' notice* of the proceeding (including all regularly noticed motions):

- At least 2 court days before the proceeding.

If a party gives or receives *less than 3 court days' notice* of the proceeding (including ex parte applications):

- With the moving papers, if the notice to appear remotely is by the party that is asking for the hearing; or
- By 2 p.m. the court day before the hearing if the notice to appear remotely is by any other party.

Note: If a party misses these deadlines, they may still ask the court for permission to appear remotely.

For trials, including small claims trials, and hearings in which people may testify (evidentiary hearings)

If a party gives or receives *at least 15 court days' notice* of a trial or hearing date, and for all small claims trials:

- At least 10 court days before the trial or hearing date.

If a party gives or receives *less than 15 days' notice* of the trial or hearing (including hearings on protective orders):

- With the moving papers or at least 5 court days before the hearing, if the notice to appear remotely is by the party that is asking for the hearing; or
- By 2 p.m. the court day before the hearing if the notice to appear remotely is by any other party.

Note: If a party misses these deadlines, they may still ask the court for permission to appear remotely.

5. Opposition to remote appearances at trial or evidentiary hearing. If a party or witness has given notice of intent to appear remotely at a trial or evidentiary hearing (hearing at which people may testify), other parties in the action may oppose the remote appearance by filing *Opposition to Remote Proceeding at Evidentiary Hearing or Trial* (form RA-015). The opposition must be served on parties and other persons entitled to receive notice of the proceedings, by the deadlines summarized on that form. (Cal. Rules of Court, rule 3.672(h)(3).)

6. In-person appearance. A court may require any person to appear in person instead of remotely. (Code Civ. Proc., § 367.75(b).)

7. Recordings. No person may record a proceeding without first getting approval from the judge. (Cal. Rules of Court, rule 1.150(c).)

8. Accommodations for disability. If a party needs an accommodation for a disability, use form MC-410, *Disability Accommodations Request*, to tell the court about their needs. See form MC-410-INFO for more information.

9. Request for interpreter. If a party does not speak English well, ask the court clerk as soon as possible for a court-provided interpreter. Form INT-300, *Request for an Interpreter*, or a local court form may be used to request an interpreter. If no court interpreter is available, it may be necessary to reschedule the hearing or trial.

1 DANIEL J. FELDMAN, PH.D.
2 13647 Aragon Way Apt 303
3 Louisville, KY 40245
4 Tel: (307) 699-3223
5 Email: danieljfeldmanphd@gmail.com

6 PLAINTIFF PRO SE

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/21/2023
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF SAN FRANCISCO
9 UNLIMITED JURISDICTION

10 DANIEL J. FELDMAN, PH.D.
11 Plaintiff,

12 vs.

13 LINDA STEINHOFF HOLMES, AND DOES 1-30
14 Defendants.

) Case No.: CGC 21-594129
)
) DECLARATION OF PLAINTIFF IN SUPPORT
) OF STIPULATED EX PARTE APPLICATION
) TO CONTINUE TRIAL AND RELATED PRE-
) TRIAL DATES
)
) Date: March 23, 2023
) Time: 11:00m
) Dept. 206
) Hon. Anne-Christine Massullo, Judge Presiding
)
) Action Filed: July 28, 2021

Trial Date: May 8, 2023
Proposed Trial Date: March 12, 2024

15
16
17
18
19
20
21
22
23 COMES NOW Plaintiff DANIEL FELDMAN, pro se, and would show unto this Honorable
24 Court as follows with regard to Defendant LINDA STEINHOFF-HOLMES' et al. wrongful
25 eviction and related complaints.
26
27

1 NOTICE IS HEREBY GIVEN that the following declaration is submitted in support of the
2 application to continue the trial and related pretrial dates that may be heard on March 23, 2023, at
3 11:00A.M, or as soon thereafter in Department 206 of the Superior Court of California, County of
4 San Francisco located at 400 McAllister Street.

5
6 I, Daniel Feldman, Ph.D., declare:

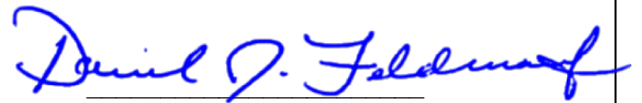
- 7 1. I am the Plaintiff in the above captioned case.
- 8 2. I noticed this ex parte appearance to counsel for Defendants via email on March 16th,
9 2023, at 1p.m., after receiving the signed stipulation.
- 10 3. This is the second continuance requested. The first continuance which was stipulated
11 to be moved from March 4, 2023, to September 2023 or later was granted in part to a continued date of
12 May 8, 2023, primarily due to severe illness of both parties and in order to conduct mediation.
- 13 4. Plaintiffs counsel recused himself following disagreements over objectives of
14 representation in early February. Plaintiff, pro se, continues to be actively engaged in a search for new
15 counsel. Once new representation is retained, s/he will need time to prepare for trial, and serve new
16 Defendants.
- 17 5. Parties are actively engaged in diligent discovery efforts in this matter. However, as new
18 causes of action are identified, all parties will need time to conduct pretrial litigation.
- 19 6. New defendants will need to propound and respond to written discovery, and will need to
20 take the necessary depositions. Both Plaintiff and Defendant's initial depositions have been taken.
- 21 7. A private mediation was scheduled with Ret. Judge James McBride on February 10, 2023,
22 and was postponed because the parties had not completed written discovery. The Parties believe
23 mediation is the most effective avenue for resolution here.
- 24 8. The parties stipulate that it is in their best interests to attempt to resolve this matter through
25 mediation, and prior to beginning to prepare for trial.
- 26 9. The Parties stipulate that a trial continuance is in their best interests and will not prejudice
27 any party.
- 28 10. The Parties stipulate the interests of justice are best served by a trial continuance in this
matter.
11. With the current trial date of May 8, 2023, discovery and other trial related deadlines are
fast approaching, including an expert witness exchange slated for March 20, 2023 that will not allow

1 new Defendants to identify their expert witnesses.

2 12. As such, the parties will suffer irreparable harm if the motion for trial continuance is not
3 heard ex parte, and is not granted.

4
5 I declare under the penalty of perjury under the laws of the United States and the State of California
6 that the foregoing is true and correct to the best of my knowledge and belief.

7 Executed this 15th day of March 2023, from Louisville, Kentucky
8
9

10 

11 DANIEL J. FELDMAN, PH.D.
12 Plaintiff, pro se
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

DANIEL J. FELDMAN, Ph.D.
13647 Aragon Way Apt 303
Louisville, KY 40245
Tel: (307) 699.3223
danieljfeldmanphd@gmail.com

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/21/2023
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

Plaintiff, Pro se, DANIEL FELDMAN, Ph.D.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO - UNLIMITED

Case No. CGC 21-594129

DANIEL FELDMAN, Ph.D.,

Plaintiff,

v.

LINDA STEINHOFF HOLMES, an individual;
and DOES 1-10, inclusive,

Defendants.

**JOINT STIPULATION TO CONTINUE
TRIAL DATE AND RELATED PRETRIAL
DATES**

Action Files: July 28, 2021

Trial Date: May 8, 2023

Proposed Trial Date: March 12, 2024

Plaintiff Daniel Feldman PhD ("Plaintiff") and Defendant LINDA HOLMES ("Defendant") and by and through their respective counsel of record herein, hereby stipulate and agree that the currently scheduled trial date of May 8, 2023 be continued to **Monday, March 12, 2024**, or to a date thereafter that is convenient for the court and the parties. The parties further stipulate and agree that all corresponding deadlines be controlled by the new trial date, including pre-trial deadlines and naming expert witnesses currently set to become due Monday, February 27, 2023.

The Parties further stipulate that they are actively engaged in diligent discovery efforts in this matter. Due to statements made by Defendant at her deposition on January 13, 2023, the Plaintiff contends complaint must be amended to include new causes of action and new defendants. In addition,

1 the Plaintiff is no longer represented by his previous counsel due to a disagreement over objectives of
2 representation. As such, Plaintiff needs time to complete transfer of files and provide answers that
3 may be due to the Defense, acquire new counsel, write an Amended Complaint as well as serve and
4 depose new defendants who in turn need their opportunity to seek counsel and engage in discovery, as
5 well as reschedule a mediation conference after significant discovery has been produced.

6 It is expected that upon filing the new causes of action that new experts may need to be
7 recruited by each party in order to adequately and fairly present their case. The parties further stipulate
8 that it is in their best interests to attempt to resolve this matter through mediation, and prior to
9 beginning to prepare for trial. For these reasons, in addition to a continuance of this trial, all pretrials
10 dates and deadlines, formal and informal, stipulated and ex parte should be extended per Local Court
11 Rules.
12

13 This is the second continuance requested. The first continuance which was stipulated to be
14 moved from March 4, 2023, to September 2023 or later was granted in part to a continued date of May
15 8, 2023, primarily due to severe illness of both parties and in order to conduct mediation. Pursuant to
16 California Rules of Court, Rule 3.1332, good causes exist for the continuance requested herein: (4)
17 substitution out of Plaintiff counsel, (5) the addition of new defendants who have not had a reasonable
18 opportunity to conduct discovery and prepare for trial, and the current Defendant has not had a
19 reasonable opportunity to conduct discovery and prepare for trial in regard to the new party's
20 involvement in the case.
21

22 Other factors that should be considered include the following: (1) one prior continuance
23 was only granted in part; (2) the parties have been diligent in conducting discovery to date in order to
24 support a viable mediation with the goal of resolving this matter informally; (3) due to the addition of
25 several defendants in the Amended Complaint to a cause of action of conspiracy, a full year is needed
26 to depose those involved, complete the discovery process, so the continuance will not cause any party
27 or witness any undue prejudice; (4) the parties herein have stipulated to the requested continuance.
28

1 Accordingly, the requested trial continuance is necessary in the interests of justice. THEREFORE, IT
2 IS HEREBY STIPULATED AND AGREED AS FOLLOWS: 1) The date for the Jury Trial (currently
3 scheduled for May 8, 2023 at 9:30 a.m. in Department 206, shall be continued to March 12, 2024, or
4 to a date thereafter which is convenient for the Court and the parties. 2) All pre-trial dates and
5 deadlines in this matter, including discovery motions and expert discovery cut-off deadlines, shall be
6 calculated using the new trial date.

7 **IT IS SO STIPULATED.**

8 DATED: February 23, 2023


Respectfully submitted,

9 By: 

10 Daniel J. Feldman, Ph.D.
11 Plaintiff, Pro se

12
13 DATED: February 27, 2023

Respectfully submitted,
MCNAMARA, AMBACHER, WHEELER,
HIRSIG & GRAY

14 By: 

15
16 Nolan S. Armstrong, Esq.
Attorney for Defendant, Holmes

17
18
19 DATED: February 27th , 2023

Respectfully submitted,
RANKIN STOCK HEABERLIN ONEA

20
21 By: 

22
23 Stephanie Davin, Esq.
24 Attorney for Defendant, Holmes
25
26
27
28

1 DANIEL J. FELDMAN, PH.D.
2 13647 Aragon Way Apt 303
3 Louisville, KY 40245
4 Tel: (307) 699-3223
5 Email: danieljfeldmanphd@gmail.com

6 PLAINTIFF PRO SE

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/21/2023
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF SAN FRANCISCO
9 UNLIMITED JURISDICTION

10 DANIEL J. FELDMAN, PH.D.
11 Plaintiff,

12 vs.

13 LINDA STEINHOFF HOLMES, AND DOES 1-30
14 Defendants.

) Case No.: CGC 21-594129
)
) MEMORANDUM OF POINTS AND AUTHORITIES
) IN SUPPORT OF STIPULATED EX PARTE
) APPLICATION TO CONTINUE TRIAL AND
) RELATED PRETRIAL DATES
) Date: March 23, 2023
) Time: 11:00am
) Dept. 206
) Hon. Anne-Christine Massullo, Judge Presiding
)

15
16
17
18
19
20
21 COMES NOW Plaintiff DANIEL FELDMAN, pro se, and would show unto this Honorable
22 Court as follows with regard to Defendant LINDA STEINHOFF-HOLMES' et al. wrongful
23 eviction and related complaints.

24
25 These points and authorities will be heard on March 23, 2023, at 11A.M, or as soon thereafter as the
26 matter may be heard in Department 206 of the Superior Court of California, County of San
27 Francisco located at 400 McAllister Street.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. INTRODUCTION

On July 28, 2022, Plaintiff Daniel Feldman PhD ("Plaintiff") filed the present complaint against Defendant Linda Holmes ("Defendant"), alleging constructive eviction and related claims of habitability stemming from his tenancy at her San Francisco property.

The parties stipulate herein to moving the trial date from May 8, 2023, to March 12, 2024, or a later date convenient to the Court and the parties, to enable the parties to engage in mediation with Judge James McBride, which is scheduled to occur on February 10, 2023. (See Stipulation filed herewith.)

Plaintiff hereby brings this ex parte application pursuant to local rule 6.0 (B), 9.0 and California Rules of Court, Rules 3.1200 to 3.1207 and 3.1332(c) &(d), for Court approval of a continuance of discovery, and motion cut-off deadlines.

This is only the second request for, and would be the second continuance of the trial date in this matter. (Feldman Dec para 3).

The Parties stipulate that a trial continuance is in their best interests and will not prejudice any party. (Feldman Dec ¶ 9-10). Further, the interests of justice are best served by a trial continuance in this matter. *Id.*

A declaration regarding the relief to be requested, the basis for the request, and notice is filed concurrently herein. Cal. Rules of Court, rule 3.1204(b)(1).

1
2 II. LEGAL ARGUMENT

3 A. The Court Has Broad Discretion to Continue Trial

4 Trial judges have a good deal of leeway in granting continuances. “The factors which
5 the granting or denying of a continuance in any particular case are so varied that the trial judge must
6 influence necessarily exercise a broad discretion.” *Taylor v. Bell* (1971) 21 Cal.App.3d 1002, 1007;
7 see also *Bussard v. Department of Motor Vehicles* (2008) 164 Cal.App.4th 858, 864. California
8 Rules of Court, Rule 3.1332 governs applications and motions concerning trial dates. The court may
9 grant a continuance only on an affirmative showing of good cause requiring the continuance. Cal.
10 Rules of Court, rule 3.1332(c). California Rules of Court, Rule 3.1332(c), enumerates factors that
11 may indicate good cause. This is not an exhaustive list, but it includes a party’s excused “inability to
12 obtain essential testimony, documents, or other material evidence despite diligent efforts.” Cal.
13 Rules of Court, Rule 3.1332(c)(6). Further, California Rules of Court, Rule 3.1332(d) states that in
14 ruling on a motion or application for continuance, the court must consider all facts and circumstances
15 that are relevant to the determination, which may include:

16 (1) The proximity of the trial date; (2) Whether there was any previous continuance,
17 extension of time, or delay of trial due to any party; (3) The length of the continuance
18 requested;(4) The availability of alternative means to address the problem that gave rise to
19 the motion or application for a continuance; (5) The prejudice that parties or witnesses will
20 suffer as a result of the continuance; (6) If the case is entitled to a preferential trial setting,
21 the reasons for that status and whether the need for a continuance outweighs the need to
22 avoid delay; (7) The court's calendar and the impact of granting a continuance on other
23 pending trials; (8) Whether trial counsel is engaged in another trial; (9) Whether all parties
24 have stipulated to a continuance; (10) Whether the interests of justice are best served by a
25 continuance of the matter, or by imposing conditions on the continuance; and(11) Any other
26 fact or circumstance relevant to the fair determination of the motion or application. Cal.
27 Rules of Court, rule 3.1332(d), (Emphasis added).

B. Good Cause Exists To Continue the Trial Date

Many factors set forth in California Rules of Court, Rule 3.1332(d) are present here. First, the parties have stipulated to continue the trial date, which is currently May 8, 2023. See Stipulation filed herewith, and Feldman Dec ¶9-10. Second, this is only the second request to continue the trial filed herewith, and Feldman Dec ¶ 3. Third, the parties are only requesting a continuance long enough for the Plaintiff to obtain new counsel, amend the Complaint, serve new parties, allow them to file their Answer and engage in discovery (*Id.* at 9-10.), Fourth, the request for a continuance is stipulated and no parties or witnesses will suffer any prejudice. In addition, the interests of justice are best served by a trial continuance in this matter. *Id.* As such, a continuance will likely have a positive impact on the Court's calendar and pending trials. As neither party nor any potential witness will suffer any prejudice as a result of the continuance, and given the increased likelihood that this matter will resolve without the need for trial if this continuance is granted, the Parties respectfully request that the trial date be continued to allow time for the Parties to attend mediation and meaningfully engage in settlement negotiations.

C. The Parties Will Suffer Irreparable Harm without a Continuance

With the current trial date, discovery and other trial related deadlines are fast approaching, however; prior to the mediation, the Parties will need to expend resources to meet the trial based deadlines that could otherwise be put toward settlement. As such, the parties will suffer irreparable harm if the motion for trial continuance is not heard *ex parte*. Feldman Dec. ¶ 9-16.

III. CONCLUSION

In summary, Plaintiff respectfully requests that the Court grant a continuance of the current trial date of May 8, 2023 to March 12, 2024; and that the court order that all pre-trial dates, and deadlines in this matter, including fact discovery, expert discovery, and motion cut-off deadlines are to be continued commensurate with the new trial date in this matter

DATED: March 15, 2023



DANIEL J. FELDMAN, PH.D.
Plaintiff, pro se

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: Daniel J. Feldman at a SUPD FIRM NAME: STREET ADDRESS: Fieldman PH.D. at a SUPD CITY: San Francisco STATE: KY ZIP CODE: 40245 TELEPHONE NO.: 415-398-1111 FAX NO.: E-MAIL ADDRESS: danieljfeldmanphd@gmail.com ATTORNEY FOR (name): pro se	<p style="text-align: center;">FOR COURT USE ONLY</p> <p style="text-align: center;">ELECTRONICALLY FILED</p> <p style="text-align: center;"><i>Superior Court of California, County of San Francisco</i></p> <p style="text-align: center;">03/21/2023 Clerk of the Court BY: EDNALEEN ALEGRE <i>Deputy Clerk</i></p>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94012 BRANCH NAME: Civic Center Courthouse Department 206		CASE NUMBER: CGC - 21- 594129
PLAINTIFF/PETITIONER: Feldman, PH.D, Daniel DEFENDANT/RESPONDENT: Steinhoff-Holmes, Linda		JUDICIAL OFFICER:
PROOF OF ELECTRONIC SERVICE		DEPARTMENT:

1. I am at least 18 years old.

- a. My residence or business address is (*specify*):
 13647 Aragon Way Apt 303
 Louisville, KY 40245
- b. My electronic service address is (*specify*):
 danieljfeldmanphd@gmail.com

2. I electronically served the following documents (*exact titles*):

2023.3.23 Memo of Points and Authorities in Support of Stipulated Ex Parte Application to Continue Trial and Related Pretrial Dates
 2023.3.23 Declaration of Plaintiff in Support of Stipulated Ex Parte Application to Continue Trial and Related Pretrial Dates
 2023.3.15 Joint Stipulation to Continue Trial Date and Related Pretrial Dates
 2023.3.23 Stipulated Ex Parte Application to Continue Trial and Related Pretrial Dates
 2023.3.23 Proposed Order for Continuance of Trial and Related Pretrial Dates

3. I electronically served the documents listed in 2 as follows:

- a. Name of person served: Stephanie Davin and Nolan Armstrong
 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 :
 stephanie@rankinstock.com and Nolan.Armstrong@mcnamaralaw.com
- c. On (*date*): March 21, 2023

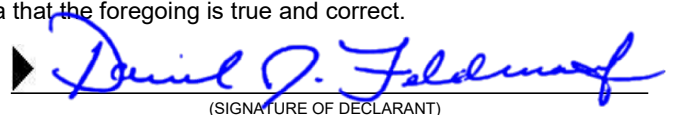
☐ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.
 (Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: March 21, 2023

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)

DANIEL J. FELDMAN, PH.D.
13647 Aragon Way Apt 303
Louisville, KY 40245
Tel: (307) 699-3223
Email: danieljfeldmanphd@gmail.com

PLAINTIFF PRO SE

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/21/2023
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

DANIEL J. FELDMAN, PH.D.
Plaintiff,

vs.

LINDA STEINHOFF HOLMES, AND DOES 1-30
Defendants.

)Case No.: CGC 21-594129

)

)STIPULATED EX PARTE APPLICATION
)TO CONTINUE TRIAL AND RELATED
)PRE-TRIAL DATES

)

)Date: March 23, 2023

)Time: 11:00am

)Dept. 206

)Hon. Anne-Christine Massullo, Judge Presiding

)

)

COMES NOW Plaintiff DANIEL FELDMAN, pro se, and would show unto this Honorable Court as follows with regard to Defendant LINDA STEINHOFF-HOLMES' et al. wrongful eviction and related complaints.

This application will be heard on March 23, 2023, at 11 a.m., or as soon thereafter as the matter may be heard in Department 206 of the Superior Court of California, County of San Francisco located at 400 McAllister Street.

1 This application as well as the supporting declaration, memorandum of points and authorities, and joint
2 stipulation are based on needs of both parties for a continuance of this case as may be presented at the
3 hearing of this motion.

4
5 The grounds for this motion are as follows:

- 6 1) The mediation conference scheduled on February 10, 2023, was canceled because the value and
7 strength of the case could not be fairly and accurately determined because the answers to discovery
8 that Plaintiff propounded in January were not due until March. Defendant's offer of \$7,500 and
9 statement to Plaintiff's former counsel that their maximum settlement would not be six figures,
10 compared to Plaintiff's claim of over \$1 million, shows that the parties have not yet had sufficient
11 opportunity to receive and evaluate discovery. Plaintiff has not seen any evidence to date from the
12 Defendant that would support any reduction in his claims. Therefore, a mediation conference needs to
13 be scheduled after discovery from both sides is substantially complete.
- 14
15 2) Defendant's deposition on January 13, 2023, revealed new causes of action as well as new defendants
16 who need to be served and deposed, and given their opportunity to seek counsel and engage in
17 discovery, which will require additional time, past the current trial date, to complete.
- 18
19 3) Plaintiff recently has moved to a pro se representation of the case following a disagreement over
20 objectives of the representation. Plaintiff has been unreasonably denied access to previously
21 stipulated means for sharing discovery documentation with the counsel for the Defendant, which will
22 cause further delays. For example: (i) Both counsel for Plaintiff and Defendant had agreed to share
23 documents on a Dropbox shared folder that belongs to the substituted Plaintiff counsel's firm. (ii)
24 Defense counsel refuses to use a shared folder on the Plaintiff's Google share drive, set up identically
25 to the prior Plaintiff counsel Dropbox folder. (iii) Plaintiff, pro se, had been given a complete file
26 from former counsel however some documents were corrupted. (iv) As a result, Plaintiff, pro se,
27

1 cannot know without a copy of Defense production if relevant files were deleted in the transfer of
2 files from prior counsel. (v) Nor can Plaintiff, pro se, send new discovery documents and videos that
3 Defense has requested as no alternative means for sharing has been offered outside of email. (vi)
4 with an inability to share production, both sides may be missing evidence for which they may want an
5 expert, particularly as new causes of action are identified in the Amended complaint (vii) Plaintiff,
6 pro se, exerts that these denials from the Defense counsel are unreasonable and only serve to cause
7 further delay.

8
9 4) There is a joint stipulation that the expert witness exchange slated for March 20, 2023, has extended
10 until April 19, 2023, or until a date based current Court Rules upon the continued trial date ordered
11 from this hearing, whichever is sooner. It is expected that the new defendants will want and new
12 causes of action will bring an opportunity to retain or counter experts

13
14 5) Plaintiff needs additional time to secure new counsel, review discovery, prepare the Amended
15 Complaint with new causes of action, and handle the new defendants. Plaintiff petitions this Court to
16 extend all pretrial dates and deadlines that supersede all previous orders and agreements, including
17 formal and informal joint stipulation.

18
19
20 6) Plaintiff petitions this Court to extend all pretrial dates and deadlines that supersede all previous
21 orders and agreements, including formal and informal joint stipulation. In order to give both sides the
22 opportunity to fully and fairly present their case at trial, a continuance until no sooner than March 1,
23 2024, is required. This additional time will allow Plaintiff to secure new counsel, amend the
24 complaint, further research newly identified causes of action, allow new defendants time to answer
25 and prepare for trial, to attend a Mediation conference after both parties have sufficient opportunity to
26 complete discovery, and to set pretrial deadlines consistent with the Local Court Rules.

1 Only one prior continuance was requested and joint stipulated to continue the trial in September,
2 2023. The court granted the continuance in part scheduling the trial for May 8, 2023, the date which
3 we now petition to continue until March 12, 2024.

4
5 WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant a continuance in this
6 matter, allowing Plaintiff sufficient time to secure new counsel and all parties to properly prepare for
7 trial. and the parties have stipulated to continue the trial date. Accordingly, the interests of justice are
8 best served by a trial continuance in this matter. This ex parte application is based on California Rules
9 of Court, Rules 3.1200 -3.1207, and 3.1332(c) & (d); Local Rules of the Superior Court of California,
10 San Francisco, Rule 9.0; this Notice; the Memorandum of Points and Authorities; and the Court's file
11 and documents filed herein demonstrating that good cause exists for an ex parte Order continuing the
12 May 8, 2023, trial and related dates until March 12, 2024 or as soon thereafter as is convenient to the
13 Court's calendar.

14
15 DATED: March 15, 2023

16
17
18 _____
19 DANIEL J. FELDMAN, PH.D.
20 Plaintiff, pro se
21
22
23
24
25
26
27

1 Daniel Feldman
2 Pro Per
3 13647 Aragon Way Apt. 303
4 Louisville Ky 40245

FILED
San Francisco County Superior Court

MAR 23 2023

CLERK OF THE COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

Deputy Clerk

FOR THE COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

DANIEL J. FELDMAN, PH.D.
Plaintiff,

vs.

LINDA STEINHOFF HOLMES, AND DOES 1-30
Defendants.

) Case No.: CGC 21-594129

) ~~PROPOSED~~ ORDER FOR CONTINUANCE OF
) TRIAL AND PRETRIAL DATES

) Date: March 23, 2023

) Time: 11:00am

) Dept. 206

) Hon. Anne-Christine Massullo, Judge Presiding

Having considered Plaintiff DANIEL FELDMAN's moving papers, argument of counsel,
stipulation of the parties and good cause appearing therefore

THE COURT HEREBY ORDERS:

The date for the jury trial (currently scheduled for May 8 2023 at 9:30 am in Department
206) shall be continued to ~~March 12, 2024 or to a date thereafter, which is convenient for the~~
March 11 at 9:30 am in Dept. 206
Court and parties.

Proposed Order for Continuance
Feldman v Holmes et al., Case No. CGC-21-594129

1 All pre-trial dates and deadlines in this matter, including discovery motions, expert witness
2 identification and discovery cut-off deadlines shall be calculated using the new trial date.

3 *All further requests to continue must be by Noticed Motion.

4 **IT IS SO ORDERED**

5 DATED _____, 2023

6
7 By: _____

8 Annn-Christine Massullo

9 Presiding Judge

10

11

12

13

14

15

16

17

18

19

20

21

22

23

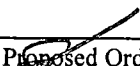
24

25

26

27

28


Proposed Order for Continuance
Feldman v Holmes et al., Case No. CGC-21-594129

1 THE COURT FURTHER ORDERS ALL PARTIES to call 415-551-3685 or e-mail the
2 court at Department206@sftc.org seven to fourteen days before the trial date and
3 provide the following information:

- 4 1. Party Name and Attorney Name (if represented)
- 5 2. Case Name and Number
- 6 3. Trial date and estimate of total trial time (including motions in limine and
7 jury selection)
- 8 4. Are you interested in a settlement conference on the day of trial?
- 9 5. Provide a brief description of the case, including damages. If calling,
10 description is limited to three minutes or less.
- 11 6. If the case has settled, is this a global settlement as to all parties and all
12 causes of action, and is the settlement conditional or unconditional?
- 13

14 Parties must appear on the day of trial unless a Dismissal, Notice of Settlement,
15 or Notice Stay is filed with courtesy copies delivered to Department 206 by 4:00 PM on
16 the Thursday before trial.

17 If the trial date is continued, this order applies to the new trial date. Failure to
18 comply with this order may result in monetary sanctions, C.C.P. §177.5.

19
20
21 DATE: 3/23/23

Anne Christine Massullo 2

HONORABLE ANNE-CHRISTINE MASSULLO
Judge of the Superior Court.

CGC-21-594129

Haapala, Thompson & Abern LLP
Attorneys At Law
Park Plaza Building
1939 Harrison St., Suite 800
Oakland, California 94612
Telephone: 510-763-2324
Facsimile: 510-273-8534

STEVEN S. ABERN, SBN 148690
HAAPALA, THOMPSON & ABERN, LLP
1939 Harrison Street, Suite 800
Oakland, California 94612
Telephone: (510) 763-2324
Facsimile: (510) 273-8534
E-Mail: sabern@htalaw.com

Attorneys for Defendant
LINDA STEINHOFF HOLMES

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
09/12/2023
Clerk of the Court
BY: DAEJA ROGERS
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION


DANIEL FELDMAN, Ph.D.,)	Case No. CGC-21-594129
)	
Plaintiff,)	ASSOCIATION OF ATTORNEYS
)	
v.)	
)	
LINDA STEINHOFF HOLMES, an)	
individual; and DOES 1-10, inclusive,)	
)	
Defendants.)	

TO ALL PARTIES AND TO THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT the offices of McNAMARA, AMBACHER,
WHEELER, HIRSIG & GRAY LLP, and RANKIN | STOCK | HEABERLIN | ONEAL,
attorneys of record for Defendant LINDA STEINHOFF HOLMES, hereby associate as co-
counsel of record in this action the law firm of HAAPALA, THOMPSON & ABERN, LLP,
1939 Harrison Street, Suite 800, Oakland, California 94612, phone (510) 763-2324.

Dated: September 1, 2023

McNAMARA, AMBACHER, WHEELER,
HIRSIG & GRAY LLP

By: 
NOLAN S. ARMSTRONG
Attorneys for Defendant
LINDA STEINHOFF HOLMES

1 Dated: 9/5/23

RANKIN | STOCK | HEABERLIN | ONEAL

2
3 By: 
4

5 STEPHANIE DAVIN
6 Attorneys for Defendant
7 LINDA STEINHOFF HOLMES

8 The Association is hereby accepted:

9 Dated: September 6, 2023

HAAPALA, THOMPSON & ABERN

10 By: 
11

12 STEVEN S. ABERN
13 Attorneys for Defendant
14 LINDA STEINHOFF HOLMES
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Haapala, Thompson & Abern LLP
Attorneys At Law
Park Plaza Building
1939 Harrison St., Suite 800
Oakland, California 94612
Telephone: 510-763-2324
Facsimile: 510-273-8534

PROOF OF SERVICE

Virginia Guthrie certifies and declares as follows:

I am employed in the County of Alameda, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1939 Harrison Street, Suite 800, Oakland, California, 94612-3527.

On September 6, 2023, I served the foregoing document described as: ASSOCIATION OF ATTORNEYS on all interested parties in this action, in the manner set forth below.

☒ **BY MAIL:** By placing the document(s) listed above in an envelope addressed as set forth below, with postage thereon fully prepaid, in the United States mail at Oakland, California. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business with postage fully prepaid.

☒ **ONLY BY ELECTRONIC SERVICE.** By personally emailing the document(s) to the persons at the e-mail address(es) listed below. Service is based on CCP 1010.6(e)(1), "A party represented by counsel, who has appeared in an action or proceeding, shall accept electronic service of a notice or document that may be served by mail, express mail, overnight delivery, or facsimile transmission. Before first serving a represented party electronically, the serving party shall confirm by telephone or email the appropriate electronic service address for counsel being served."

Daniel J. Feldman, Ph.D.
13647 Aragon Way, Apt. 303
Louisville, KY 40245
T: 307-699-3223

Plaintiff in Pro Per

Nolan S. Armstrong
Lisa R. Roberts
McNamara, Ambacher, Wheeler, Hirsig &
Gray, LLP
3480 Buskirk Avenue, Suite 250
Walnut Creek, CA 94523
925-939-5330
925-939-0203
nolan.armstrong@mcnamaralaw.com
lisa.roberts@mcnamaralaw.com

**Co-Counsel for Defendant LINDA
STEINHOFF HOLMES**


Stephanie Davin
RANKIN | STOCK | HEABERLIN | ONEAL
96 N. Third Street, Suite 500
San Jose, CA 95112-7709
(408) 293-0463
(408) 293-9514
stephanie@rankinstock.com

**Co-Counsel for Defendant LINDA
STEINHOFF HOLMES**

Haapala, Thompson & Abern LLP
Attorneys At Law
Park Plaza Building
1939 Harrison St., Suite 800
Oakland, California 94612
Telephone: 510-763-2324
Facsimile: 510-273-8534

1 I declare under penalty of perjury under the laws of the State of California that the above
2 is true and correct. Executed on September 6, 2023, at Oakland, California.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Virginia Guthrie

Haapala, Thompson & Abern LLP
Attorneys At Law
Park Plaza Building
1939 Harrison St., Suite 800
Oakland, California 94612
Telephone: 510-763-2324
Facsimile: 510-273-8534

STEVEN S. ABERN, SBN 148690
JODY STRUCK, SBN 121097
HAAPALA, THOMPSON & ABERN, LLP
1939 Harrison Street, Suite 800
Oakland, California 94612
Telephone: (510) 763-2324
Facsimile: (510) 273-8534
E-Mail: sabern@htalaw.com
E-Mail: jstruck@htalaw.com

NOLAN S. ARMSTRONG, SBN 241311
McNamara, Ambacher, Wheeler, Hirsig & Gray, LLP
3480 Buskirk Avenue, Suite 250
Walnut Creek, CA 94523
Telephone: (925) 939-5330
Facsimile: (925) 939-0203
E-Mail: nolan.armstrong@mcnamaralaw.com

Attorneys for Defendant
LINDA STEINHOFF HOLMES

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

DANIEL FELDMAN, Ph.D.,

Plaintiff,

v.

LINDA STEINHOFF HOLMES, an
individual; and DOES 1-10, inclusive,

Defendants.

Case No. CGC-21-594129

**DEFENDANT LINDA STEINHOFF
HOLMES'S MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF MOTION FOR SUMMARY
ADJUDICATION**

Date: February 1, 2024
Time: 9:30 a.m.
Dept.: 501

Complaint filed: July 28, 2021

I. INTRODUCTION

Plaintiff DANIEL FELDMAN, Ph. D. has sued his former landlord, Defendant LINDA STEINHOFF HOLMES, for a laundry list of claims arising out of his tenancy at 884-14th Street in San Francisco, California. Plaintiff’s second cause of action is based on an alleged violation of the San Francisco Residential Rent Stabilization and Arbitration Ordinance (“Rent Ordinance”), codified at San Francisco Administrative Code (“SFAC”) section 37.1, *et seq.*

1 Plaintiff is also seeking treble damages on the third cause of action that are only available
2 pursuant to the Rent Ordinance.

3 Plaintiff moved out of the subject apartment on December 26, 2019 and filed this action
4 on July 28, 2021. As will be shown, Plaintiff's claims based on the Rent Ordinance are barred
5 by the applicable one-year statute of limitations set forth in Code of Civil Procedure section
6 340, subdivision (a). Accordingly, Defendant requests that the second cause of action and the
7 claim for treble damages under the third cause of action be summarily adjudicated in her favor.
8 As prevailing party, Defendant will be entitled to attorneys' fees pursuant to SFAC section 37.9,
9 subdivision (f)

10 II. STATEMENT OF RELEVANT FACTS

11 Plaintiff alleges that from March 2013 until December 26, 2019, he rented an apartment
12 at 884-14th Street in San Francisco. (Complaint, ¶ 20. A copy of the Complaint is attached to
13 the accompanying Request for Judicial Notice ("RJN") as Exhibit 1.) Defendant owns 884-14th
14 Street and was Plaintiff's residential landlord. (*Id.*, ¶ 14.)

15 On July 28, 2021, approximately 18 months after vacating the rental unit, Plaintiff filed
16 this civil action. (RJN, Exhibit 1.) The Complaint contains 11 causes of action relating to his
17 tenancy at 884-14th Street: 1) Constructive Eviction, 2) Retaliatory Eviction (SFAC, §37.9), 3)
18 Negligence Per Se, 4) Negligence/Personal Injury, 5) Breach of the Implied Warranty of
19 Habitability, 6) Breach of the Covenant of Quiet Enjoyment, 7) Defamation, 8) Intentional
20 Infliction of Emotional Distress, 9) Negligent Infliction of Emotional Distress, 10) Unfair
21 Competition Law (B&P Code §17200 et seq.) and 11) Nuisance. (*Ibid.*) The second cause of
22 action is based on an alleged violation of SFAC, § 37.9 (*id.*, 11:10-13) and the third cause of
23 action for negligence per se is based, in part, on SFAC, § 37.10B (*id.*, at 12:20-23).

24 III. LEGAL STANDARD

25 Defendant brings this motion for summary adjudication pursuant to Code of Civil
26 Procedure section 437c, subdivision (f)(1), which provides that "[a] party may move for
27 summary adjudication as to one or more causes of action within an action, one or more
28 affirmative defenses, one or more claims for damages, or one or more issues of duty...." As

moving party, once Defendant shows that one or more elements of a cause of action or claim for damages cannot be established, or that she has a complete affirmative defense, the burden shifts to Plaintiff to show, by competent admissible evidence, that a triable issue of one or more material facts exists as to each cause of action, claim, or defense thereto. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 849; *Nieto v. Blue Shield of California* (2010) 181 Cal. App. 4th 60, 71.) “Summary adjudication motions are procedurally identical to summary judgment motions.” (*Serri v. Santa Clara University* (2014) 226 Cal.App.4th 830, 859.)

IV. LEGAL ARGUMENT

A. Plaintiff’s Second Cause of Action for Retaliatory Eviction under the Rent Ordinance is Barred by the One-Year Statute of Limitations Set Forth in Code of Civil Procedure Section 340(a)

Plaintiff’s second cause of action is stated as a claim for “Retaliatory Eviction, Violation of San Francisco Administrative Code § 37.9, et seq.” (Complaint, at 11:3-5.) Specifically, Plaintiff contends that “Defendant endeavored to recover, and in fact recovered, possession of the Premises in bad faith, with ulterior reason, and without honest intent, and in a manner not permitted by the San Francisco Administrative Code § 37, et. seq. (“Rent Ordinance”) and thereby violated the provisions of the Rent Ordinance § 37.9, et. seq.” (*Id.*, at 11:10-13.) Plaintiff alleges he is entitled to civil penalties under the Rent Ordinance for the alleged retaliatory eviction:

Section 37.9(f) of the Rent Ordinance provides for an award of not less than three times the actual damages when a landlord or any other person willfully assists the landlord to endeavor to recover possession of a rental unit in violation of Chapter 37.9 et. seq., and Plaintiff is entitled to three times actual damages.

(Complaint, at 12:2-5; see also SFAC § 37.9, subd. (f).) He also seeks attorney’s fees and costs, pursuant to SFAC § 37.9, subdivision f. Defendant contends the cause of action is time-barred and that she, not Plaintiff, is entitled to attorney’s fees and costs which are mandatory under SFAC § 37.9, subdivision f. (See, *Chacon v. Litke* (2010) 181 Cal.App.4th 1234, 1259 [“‘The prevailing party shall be entitled to reasonable attorney’s fees and costs pursuant to order of the court.’ (§ 37.9, subd. (f))”].)

///

Plaintiff's cause of action under the Rental Ordinance is clearly barred by the applicable statute of limitations. (*Menefee v. Ostawari* (1991) 228 Cal.App.3d 239, 245.) In *Menefee*, the Court of Appeal was asked to review a summary judgment granted in favor of the defendant landlords. At issue was whether the tenant's claims, based on Section 37.9 of the Rent Ordinance, were subject to the one-year statute of limitations set forth in Code of Civil Procedure section 340, subdivision (a) ("Section 340(a)"). That section provides a one-year period of time to bring "[a]n action upon a statute for a penalty or forfeiture, if the action is given to an individual, or to an individual and the state, except if the statute imposing it prescribes a different limitation." (Code Civ. Proc., § 340, subd. (a).) The Court affirmed summary judgment in favor of the landlord defendants, finding that Section 37.9 of the Rent Ordinance is a statute for a penalty, and that the one-year statute of limitations applied to bar the plaintiff tenant's claims. (*Menefee*, 228 Cal.App.3d at 245; see also *G.H.I.I. v. MTS Inc.* (1983) 147 Cal.App.3d 256, 277-78.)

In this case, since Plaintiff's second cause of action is based on Section 37.9 of the Rent Ordinance—the exact provision considered by the Court of Appeal in *Menefee*—the one-year statute of limitations applies. Plaintiff's cause of action for retaliatory eviction accrued no later than December 26, 2019, when he vacated the subject rental unit. Under the applicable one-year statute of limitations set forth in Section 340(a), Plaintiff should have filed his cause of action no later than December 26, 2020. (See, *Wixted v. Fletcher* (1961) 192 Cal.App.2d 706, 706-707; Code Civ. Proc., § 12.)

Plaintiff's claim is not preserved by the COVID tolling provision set forth in California Rules of Court, Emergency Rule 9. That rule, which tolled most civil cases from April 6, 2020, until October 1, 2020 because of the COVID pandemic, adds 178 days to the time Plaintiff had to bring his cause of action. (Cal. R. app. I Emergency Rule 9.) The one-year statute of limitations would have therefore run on June 22, 2021 instead of December 26, 2020. Plaintiff missed that deadline. As a result, Plaintiff's second cause of action for retaliatory eviction, filed on July 28, 2021, is time-barred, and summary adjudication of this cause of action is appropriate.

1 **B. Plaintiff’s Claim for Treble Damages Under the Rent Ordinance In**
2 **the Third Cause of Action for Negligence Per Se is Barred by the**
3 **One-Year Statute of Limitations Set Forth in Code of Civil**
4 **Procedure Section 340(a)**

5 Plaintiff references three statutes in support of his third cause of action for negligence
6 per se: Civil Code section 1941, which generally requires a lessor to maintain the habitability of
7 a leased property; Health & Safety Code section 17920.3, which defines substandard buildings;
8 and SFAC sections 37.9 and 37.10B, which relate to evictions and tenant harassment,
9 respectively. As discussed above, the Rent Ordinance provides for recovery of treble damages
10 under Section 37.9, relating to evictions. (SFAC, § 37.9, subd. (f).) Treble damages are also
11 provided under Section 37.10B, relating to tenant harassment. (SFAC, § 37.10B, subd. (c)(5).)
12 Defendant is moving to summarily adjudicate the claim for treble damages under the Rent
13 Ordinance, because those claims are barred by the one-year statute of limitations set forth in
14 Section 340(a).¹ (See, *Menefee*, 228 Cal.App.3d at 245, and the discussion above.)

15 The Rent Ordinance is the sole source of potential treble damages in this case; treble
16 damages are not available under Civil Code section 1941 or Health & Safety Code section
17 17920.3, which are the other statutes Plaintiff alleges in support of his third cause of action for
18 negligence per se. Summary adjudication is appropriate if it “completely disposes of ... a claim
19 for damages.” (Code Civ. Proc., § 437c, subd. (f)(1); see, e.g., *American Airlines, Inc. v.*
20 *Sheppard, Mullin, Richter & Hampton* (2002) 96 Cal.App.4th 1017, 1045-54 [summary
21 adjudication of claim for punitive damages].) In this case, summary adjudication of the time-
22 barred claim for damages under the Rent Ordinance will completely dispose of the claim for
23 treble damages. Summary adjudication of that claim for damages in favor of Defendant is
24 therefore appropriate.

25 **V. CONCLUSION**

26 As a matter of law, Plaintiff’s second cause of action for retaliatory eviction under the
27 Rent Ordinance, SFAC section 37.9, is barred by the applicable one-year statute of limitations
28

¹ Defendant is not seeking to summarily adjudicate the entire third cause of action.

1 set forth in Code of Civil Procedure section 340, subdivision (a). Similarly, claims for treble
2 damages under the Rent Ordinance, SFAC section 37.9 and 37.10B, are not recoverable under
3 the third cause of action for negligence per se because the Rent Ordinance claims are time-
4 barred. For these reasons, Defendant respectfully asks the Court to grant summary adjudication
5 as requested.

6 Dated: November 8, 2023

Respectfully submitted,

7
8 By: 

JODY STRUCK

HAAPALA, THOMPSON & ABERN, LLP

Attorneys for Defendant

LINDA STEINHOFF HOLMES

STEVEN S. ABERN, SBN 148690
JODY STRUCK, SBN 121097
HAAPALA, THOMPSON & ABERN, LLP
1939 Harrison Street, Suite 800
Oakland, California 94612
Telephone: (510) 763-2324
Facsimile: (510) 273-8534
E-Mail: sabern@htalaw.com
E-Mail: jstruck@htalaw.com

**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*
11/08/2023
Clerk of the Court
BY: SANDRA SCHIRO
Deputy Clerk

NOLAN S. ARMSTRONG, SBN 241311
McNamara, Ambacher, Wheeler, Hirsig & Gray, LLP
3480 Buskirk Avenue, Suite 250
Walnut Creek, CA 94523
Telephone: (925) 939-5330
Facsimile: (925) 939-0203
E-Mail: nolan.armstrong@mcnamaralaw.com

Attorneys for Defendant
LINDA STEINHOFF HOLMES

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

DANIEL FELDMAN, Ph.D..

) Case No. CGC-21-594129

Plaintiff,

V.

**DEFENDANT LINDA STEINHOFF
HOLMES'S NOTICE OF MOTION FOR
SUMMARY ADJUDICATION**

LINDA STEINHOFF HOLMES, an individual; and DOES 1-10, inclusive,

Date: February 1, 2024

Time: 9:30 a.m.

Dept.: 501

Defendants.

Complaint filed: July 28, 2021

TO PLAINTIFF *IN PRO PER*:

YOU ARE HEREBY NOTIFIED THAT on February 1, 2024 at 9:30 a.m., in

Department 501 of this Court located at 400 McAllister Street, San Francisco, California

94102, Defendant LINDA STEINHOFF HOLMES will move the court for summary

adjudication and an order awarding attorney's fees and costs of suit in favor of Defendant

LINDA STEINHOFF HOLMES and against Plaintiff DANIEL FELDMAN, Ph.D., in an amount

to be later determined, on the following issues:

/ / /

Issue No. 1: Plaintiff's second cause of action for retaliatory eviction under the San Francisco Rent Ordinance, San Francisco Administrative Code section 37.9, is barred by the one-year statute of limitations set forth in Code of Civil Procedure section 340(a); and

Issue No. 2: Plaintiff's claim for treble damages under the San Francisco Rent Ordinance, San Francisco Administrative Code sections 37.9 and 37.10B, in the third cause of action for negligence per se, is barred by the one-year statute of limitations set forth in Code of Civil Procedure section 340(a)

This Motion is made pursuant to the provisions of Code of Civil Procedure §437(c), and will be based on this Notice, and the supporting Memorandum of Points and Authorities, Separate Statement of Undisputed Facts, and Request for Judicial Notice, all of which are filed and served with this Motion, as well as the files and records in this action and any further evidence or argument that the Court may properly receive at or before the hearing.

Tentative Rulings

A. The San Francisco Superior Court adopts CRC 3.1308 as the tentative ruling procedure in civil law and motion and discovery matters. For Real Property Court, compliance with 8.10(B) is required.

B. Parties may obtain a tentative ruling issued by the Law and Motion and Discovery Departments by telephoning (415) 551-4000 or visiting the court's website at www.sfsuperiorcourt.org and clicking the online services link. Changes in telephone numbers will appear in the official newspapers.

C. A party who fails to appear at the hearing is deemed to submit to the tentative ruling. However, no party may submit to a tentative ruling that specifies that a hearing is required.

D. Parties who intend to appear at the hearing must give notice to opposing parties and the court promptly, but no later than 4:00 p.m. the day before the hearing unless the tentative ruling has specified that a hearing is required. Notice of contesting a tentative ruling must be provided by sending an email to the court to contestdept302tr@sftc.org with a copy to all other parties stating, without argument, the portion(s) of the tentative ruling that the party

1 contests. A party may not argue at the hearing if the opposing party is not so notified and the
2 opposing party does not appear.

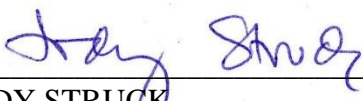
3 E. If no party appears, or if a party does not appear because the opposing party
4 failed to give sufficient notice of intent to argue, then the tentative ruling will be adopted.

5 F. Tentative rulings are generally available by 3:00 p.m. the day before the hearing.
6 A tentative ruling that does not become available until after 3:00 p.m. is a late tentative ruling. A
7 late tentative ruling will indicate that the ruling is late. If a tentative ruling is late, the parties
8 must appear unless all parties agree to submit to a late tentative ruling in which case the Court
9 will adopt the late tentative ruling pursuant to subsection E above.

10 G. The prevailing party on a tentative ruling is required to prepare a proposed order
11 repeating verbatim the substantive portion of the tentative ruling and must bring the proposed
12 order to the hearing even if the motion is not opposed or the tentative ruling is not contested. If
13 the prevailing party is appearing at the hearing remotely, the proposed order may be sent to the
14 court by an email to contestdept302tr@sftc.org. If the proposed order is for a summary
15 judgment and/or adjudication motion, the proposed order must comply with requirements of
16 CCP § 437c(g). If the proposed order is for a motion, such as a motion to withdraw as counsel,
17 where there is a Judicial Council form order, the prevailing party should complete the Judicial
18 Council form as the proposed order.

19 Dated: November 8, 2023

Respectfully submitted,

20
21 By: 
22 JODY STRUCK
23 HAAPALA, THOMPSON & ABERN, LLP
24 Attorneys for Defendant
25 LINDA STEINHOFF HOLMES
26
27
28

PROOF OF SERVICE

Virginia Guthrie certifies and declares as follows:

I am employed in the County of Alameda, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1939 Harrison Street, Suite 800, Oakland, California, 94612-3527, (vguthrie@htalaw.com).

On November 8, 2023, I served the foregoing document described as:

1. **DEFENDANT LINDA STEINHOFF HOLMES'S NOTICE OF MOTION FOR SUMMARY ADJUDICATION**
2. **DEFENDANT LINDA STEINHOFF HOLMES'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR SUMMARY ADJUDICATION**
3. **DEFENDANT LINDA STEINHOFF HOLMES'S SEPARATE STATEMENT IN SUPPORT OF MOTION FOR SUMMARY ADJUDICATION**
4. **REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEFENDANT LINDA STEINHOFF HOLMES'S MOTION FOR SUMMARY ADJUDICATION; DECLARATION OF JODY STRUCK**

on all interested parties in this action, in the manner set forth below.

☒ **BY MAIL:** By placing the document(s) listed above in an envelope addressed as set forth below, with postage thereon fully prepaid, in the United States mail at Oakland, California. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business with postage fully prepaid.

☒ **BY ELECTRONIC MAIL:** By personally emailing the document(s) to the persons at the e-mail address(es) listed below. Service is based on CCP 1010.6(5)(b)(2)(3), "(2) A person represented by counsel, who has appeared in an action or proceeding, shall accept electronic service of a notice or document that may be served by mail, express mail, overnight delivery, or facsimile transmission. (3) Before first serving a represented person electronically, the person effecting service shall confirm the appropriate electronic service address for the counsel being served."

VIA FIRST CLASS MAIL

Daniel J. Feldman, Ph.D.
13647 Aragon Way, Apt. 303
Louisville, KY 40245
T: 307-699-3223

Plaintiff in Pro Per

Nolan S. Armstrong
McNamara, Ambacher, Wheeler, Hirsig &
Gray, LLP
3480 Buskirk Avenue, Suite 250
Walnut Creek, CA 94523
925-939-5330

**Co-Counsel for Defendant LINDA
STEINHOFF HOLMES**

925-939-0203
nolan.armstrong@mcnamaralaw.com

Stephanie Davin
RANKIN | STOCK | HEABERLIN | ONEAL
96 N. Third Street, Suite 500
San Jose, CA 95112-7709
(408) 293-0463
(408) 293-9514
stephanie@rankinstock.com

**Co-Counsel for Defendant LINDA
STEINHOFF HOLMES**

I declare under penalty of perjury under the laws of the State of California that the
above is true and correct. Executed on November 8, 2023, at Oakland, California.



Virginia Guthrie