Daniel J. Feldman, Ph.D.

**13647 Aragon Way Apt. 303** 

Louisville, KY 40245

(307) 699-3223

danieljfeldmanphd@gmail.com

August 14, 2024

Superior Court of California, City and County of San Francisco

Case No.: CGC - 21 - 594129

Re: Mandatory Settlement Conference Statement

**Settlement Conference Officer Martin Triano** 

I. INTRODUCTION

I, Daniel Feldman, am the Plaintiff in the above-captioned case. This Mandatory Settlement

Conference Statement outlines the current status of the case, the key issues in dispute, and my

position regarding a potential settlement. The issues at hand have caused significant harm to my

health, finances, and overall well-being, and this statement reflects my sincere efforts to resolve

the matter equitably.

# **II. BACKGROUND AND FACTS**

This case arises from a series of wrongful actions and omissions by the Defendant, Linda Steinhoff Holmes, including but not limited to slander, wrongful eviction, breach of habitability, and refusal to allow reasonable accommodations for my disability. The Defendant's continued dissemination of slanderous information has exacerbated the situation, directly impacting my ability to access necessary medical care and severely affecting my quality of life. These actions have resulted in substantial financial losses, emotional distress, and ongoing harm, all of which are central to this case.

# III. SUMMARY OF KEY ISSUES

#### Slander and Defamation:

harm to my reputation, health, and ability to receive unbiased medical care. This slander has been systematically propagated through medical records, affecting every new interaction with healthcare providers. The false "zero tolerance policy" and other defamatory statements have resulted in my being denied essential medical care, leading to severe and ongoing health consequences.

#### Wrongful Eviction and Habitability:

The Defendant has unlawfully collected rent while failing to maintain the habitability of the premises, which was documented by multiple Notices of Violation issued by the Department of Building Inspection (DBI). The prolonged period of uninhabitability forced me to relocate, incurring additional costs. Moreover, the Defendant's refusal to allow a roommate from 2015 to 2020, in violation of the San Francisco Rent Ordinance, further exacerbated my financial strain. These violations should be fully considered in the calculation of damages, including treble damages for the unlawful denial of a roommate.

#### Retaliatory Eviction and Constructive Eviction:

• The Defendant's actions, including the deliberate failure to repair and maintain the apartment in a habitable condition, resulted in my forced relocation under conditions that constitute both retaliatory and constructive eviction. These actions significantly diminished my quality of life, caused financial harm, and led to the loss of a rent-controlled apartment that would have provided significant long-term savings. The financial and emotional damages associated with these evictions are substantial.

#### Negligence of Medical Professionals:

Despite multiple requests, Dr. Christopher Rienas and UCSF Risk Management,
 specifically Susan Pinney, failed to address the inaccuracies in my medical records that

originated from the Defendant's slander. This negligence has perpetuated the spread of false information, leading to further denial of medical care and compounding the harm to my health. The continued inaction of these medical professionals has directly contributed to the ongoing adverse effects on my healthcare and well-being.

# IV. SETTLEMENT EFFORTS TO DATE

I have made multiple settlement offers, including a recent proposal to exclude the Defendant's insurance companies from liability. However, these efforts have been consistently met with resistance from the Defendant's legal counsel, who have employed tactics that undermine fairness and perpetuate conflicts of interest. By supporting fraudulent claims against two different insurance carriers, these attorneys continue to bill exorbitant fees at my expense.

Before the unlawful detainer action, I attempted to resolve issues amicably by engaging the San Francisco Rent Board's mediation services. We scheduled three different mediation sessions, all of which the Defendant refused to attend. This pattern of non-cooperation has continued throughout the litigation, reducing my confidence in the Defendant's willingness to engage in a fair and reasonable settlement process.

Furthermore, the Defendant's legal counsel has placed additional barriers to settlement by restricting my ability to communicate directly with the insurance companies regarding potential fraud, further complicating efforts to reach a resolution. While having an insurance carrier cover

any award might appear beneficial, this arrangement has left me at a severe disadvantage, as I am left virtually unrepresented while the Defendant benefits from extensive legal resources.

My efforts to oppose the Defendant's frivolous claims have been further compromised by ongoing issues with the court's e-filing system, which removed me as a Plaintiff from my own case and prevented me from filing crucial documents for over seven months. Despite these challenges, I have persisted in pursuing justice, but my ability to respond effectively has been severely hindered.

For example, I was unable to file an opposition to the Defendant's motion for summary adjudication, despite being the non-moving party. According to local rules, I should have been allowed to present an oral argument at the hearing, especially since the Defendant's counsel was present. However, the presiding Judge Emeritus ruled that I forfeited any right to speak because no filings were received, despite my inability to submit them due to the court's own system errors.

Subsequently, I attempted to file a motion for reconsideration, but the court's clerks failed to assist me in scheduling a hearing with the Judge Emeritus, as required by the local rules. When I followed their advice to submit the filing with the hearing date left blank, it was rejected. As a result, I was deprived of a fair opportunity to challenge the Defendant's baseless claims.

Although I am now able to file documents, new barriers have emerged that prevent me from fully utilizing my fee waiver. Additionally, instead of not being listed as a plaintiff at all, there are now ten different plaintiffs with variations of my name, only one of which can file. This issue occurs with every e-filing vendor, and I have been informed that this error has only occurred with one other litigant in another current case.

Given these circumstances, I may be forced to seek another continuance to ensure that I can adequately present my case and counter these frivolous claims. The Defendant's legal team has manipulated the process to their advantage, using unethical tactics to stymie my attempts to seek justice. This includes filing motions at times when I was unable to respond due to court system errors and then capitalizing on those errors to prevent me from making oral arguments or filing for reconsideration.

# V. DAMAGES

The damages in this case include, but are not limited to, the following:

#### 1. Unlawful Rent Collection:

San Francisco Rent Ordinance Violation (Denial of Roommate): From 2015 to
 2020, the Defendant unlawfully denied my request to have a roommate, in
 violation of San Francisco Rent Ordinance Section 37.9(a)(2)(B). This resulted in a

financial loss of \$1,400 per month. Over 60 months, this totals **\$84,000**. Under California law, I am entitled to treble damages, increasing this amount to **\$252,000**.

#### 2. Constructive Eviction:

Rent Difference: Due to the uninhabitable conditions, I was effectively forced to vacate a rent-controlled apartment where I was paying \$2,800 per month. The market rate for a comparable apartment in the area is approximately \$6,500 per month. The difference of \$3,700 per month over five years totals \$222,000.
Under California Civil Code Section 1942.4, I am entitled to treble damages, increasing this amount to \$666,000.

#### 3. Emotional Distress and Slander:

- Medical Damages: The Defendant's propagation of a false "zero tolerance policy" through my medical records has led to severe health consequences, including multiple COVID-19 infections and permanent eye damage requiring surgery. I was also denied HIV treatment for four years. These actions have caused substantial emotional and physical harm.
  - Compensatory Damages: \$1,000,000
  - Economic Loss and Additional Medical Costs: \$200,000

#### Punitive Damages: \$1,000,000

#### 4. Costs Incurred Due to Forced Relocation:

- Rent for Alternative Housing: \$2,800 per month for 10 months totals \$28,000.
- Parking Costs: \$200 per month for 10 months totals \$2,000.
- Meal Costs: Estimated at \$30 per day for 300 days totals \$9,000.
- Total Additional Room and Board Costs: \$39,000

# 5. Legal Fees and Costs:

Out-of-Pocket Expenses: Although I represented myself, I incurred significant
costs for depositions, filing fees, and other necessary expenses related to this
case. The estimated total of these out-of-pocket expenses is \$25,000.

#### 6. **Property and Security Costs:**

- o **Door Replacement:** \$620, with compounding interest since November 2019.
- Mold and Water Inspections: \$1,000 each, totaling \$2,000.
- Electrical Work for Energy Diversion: \$200.
- Security Costs for Moving Out: \$1,000.

- Loss of Personal Property Due to Rushed Move Out: \$2,300.
- Total Property and Security Costs: \$6,120 (excluding interest).

# 7. Loss of Education and Career Opportunities:

- Tuition and Fees for Two Enrollments: Due to illness caused by the uninhabitable conditions, I was unable to complete my massage therapy program. The total tuition and fees amount to \$20,000.
- Loss of Future Income: The inability to complete my education has resulted in a significant loss of future income, estimated at \$500,000.
- Emotional Distress: \$100,000 to \$200,000.

#### 8. Wrongful Death of Roommate and Pet:

- Emotional Distress Due to Loss of Roommate: The intentional water poisoning
   by the Defendant led to the death of my roommate, causing profound emotional distress. \$1,000,000.
- Punitive Damages: \$1,000,000 to \$2,000,000.
- Emotional Distress Due to Death of Pet: Carbon monoxide poisoning in the apartment, which lacked a detector, caused the death of my cat. \$50,000.
- Punitive Damages: \$100,000 to \$200,000.

# 9. Harassment by Landlord's Son:

Emotional Distress: The ongoing harassment and threats from the Defendant's son, leading to over 50 police calls, caused significant emotional distress.
 \$500,000 to \$1,000,000.

Punitive Damages: \$500,000 to \$1,000,000.

**Total Estimated Damages:** 

**\$5,198,120** to **\$7,198,120** (depending on punitive damages)

# VI. CONCLUSION

Given the extensive harm caused by the Defendant's actions and the ongoing nature of these issues, I am seeking a fair and just resolution through this settlement conference. I am open to discussing settlement terms that appropriately address the damages incurred and ensure that

similar harm does not continue in the future.

I respectfully request the Court's assistance in facilitating a resolution that acknowledges the

serious nature of the Defendant's conduct and its impact on my life.

Thank you for your attention to this matter.

Sincerely,

Daniel J. Feldman, Ph.D.

Plaintiff in Pro Per

Confidential Settlement Offer – Below

Confidential Settlement Offer

This section is confidential and intended only for the settlement conference coordinator. It

outlines the minimum settlement amount I am willing to accept to resolve this matter without

proceeding to trial.

Based on the total estimated damages, which range between \$5,198,120 and \$7,198,120, I

believe a fair and reasonable settlement would fall within the lower to middle end of this range.

Considering the risks and uncertainties associated with litigation, my bottom line for settlement

would be:

Confidential Bottom Line: \$2,000,000

This amount reflects a significant reduction from the full damages claimed but still accounts for

the extensive harm caused by the Defendant's actions, including the ongoing emotional

distress, loss of income, and severe impact on my health and well-being. It also factors in the

uncertainty and costs of continuing to trial, where the total damages could potentially exceed

this amount if the court awards the full amount claimed, including punitive damages.

**Instructions for the Confidential Section:** 

Do not share this section with the opposing party.

This is only for the settlement conference coordinator's consideration.

# PLAINTIFF'S UNFILED AFFIDAVIT IN SUPPORT OF MOTION TO RECONSIDER THE ORDER GRANTING IN PART AND DENYING IN PART DEFENDANT'S MOTION FOR SUMMARY ADJUDICATION

1	DANIEL J. FELDMAN, PH.D. 13647 Aragon Way Apt 303		
2	Louisville, KY 40245 Tel: (307) 699-3223		
3	Email: danieljfeldmanphd@gmail.com		
4	PLAINTIFF PRO SE		
5	SUPERIOR COURT OF THE STATE OF CALIFORNIA		
6	FOR THE COUNTY OF SAN FRANCISCO		
7	UNLIMITED JURISDICTION		
8			
9	DANIEL J. FELDMAN, PH.D Plaintiff,	) Case No.: CGC 21-594129	
10	VS.	) PLAINTIFF'S AFFIDAVIT IN SUPPORT OF MOTION TO RECONSIDER THE ORDER	
11	LINDA STEINHOFF HOLMES,	) GRANTING IN PART AND DENYING IN ) PART DEFENDANT'S MOTION FOR	
12	AND DOES 1-30  Defendants.	) SUMMARY ADJUDICATION ) Date: March 28, 2024	
13	Dolonidanie.	) ) Dept. 501	
		) Hon. Ronald E. Quidachay )	
14			
15	PERSONALLY APPEARED BEFORE ME, the undersigned notary, Daniel J. Feldman, Ph.D.		
16	who having been duly sworn, under penalty of perjury, deposes and says:		
17	1. I, Daniel J. Feldman, Ph.D. ("Dr. Feldman"), am the Plaintiff in the above-captioned matter		
18	I am over 18 years of age and have personal knowledge of the matters contained in this		
19	affidavit. If sworn as a witness, I could and would competently testify thereto.		
20			
21			
	PLAINTIFF Affidavit in Support of Motion to Reconsider Summary Adjudication for Retaliatory Eviction		
	<u></u>	- 1	

# Facts and Procedural History

- 2. This motion to reconsider the statute of limitations for the Retaliatory Eviction cause of action in my complaint will hinge upon four elements for the claim of Retaliatory Eviction to accrue and also show the effect that surrendering possession plays with regard to setting the statute of limitations. The four elements are as follows from California Civil Code § 1942.5:
  - a. **Protected Tenant Activity:** The tenant engaged in a protected activity. This could include, but is not limited to, complaining to the landlord or a government agency about unsafe or illegal living conditions, requesting repairs that are required under law, joining or organizing a tenants' union, or exercising any right under the lease or applicable local, state, or federal laws.
  - b. Landlord's Retaliatory Conduct: The landlord took retaliatory action against the tenant. This could include eviction, raising the rent, reducing services, or any other act that negatively affects the tenant's use and enjoyment of the rental property. It is important to note that in San Francisco evictions are subject to the "just cause" requirement, meaning landlords must provide a valid reason for the eviction under city law.
  - c. Causal Connection: There must be a causal connection between the tenant's protected activity and the landlord's retaliatory conduct. This often involves showing that the retaliatory action occurred shortly after the protected activity, suggesting a link between the two.
  - d. **No Legitimate Justification:** The landlord does not have a legitimate business justification for the action taken against the tenant. Even if a tenant has engaged in protected activity, a landlord may still proceed with eviction if there is a valid,

non-retaliatory reason for doing so (e.g., non-payment of rent, violation of lease terms not related to the protected activity, etc.).

Surrendering possession in the context of retaliatory eviction is not a necessary component of the retaliation. When a tenant surrenders possession of the dwelling in response to retaliatory actions of the landlord, either from an unlawful detainer or constructive eviction or other harassment, this has the effect of making that retaliatory act the final one for which the statute of limitations commences.

According to California Civil Code § 1942.5.a,

In each instance [of a tenant's protected civil actions], the 180-day period [in which a landlord action may be deemed to be of a retaliative nature], shall run from the latest applicable date referred to in paragraphs (1) to (5), inclusive. [emphasis added]

In absence of the surrender, if the landlord makes another retaliatory act within a six-month period (or longer for outstanding long-term notices to the landlord) following the tenant engaging in a protected activity, then a new retaliatory eviction cause of action will arise with a new commencement date for statute of limitations.

- 3. On March 15, 2013, I entered into a residential lease agreement with the Defendant, Linda Steinhoff Holmes ("Ms. Holmes"), **Exhibit 1**.
- 4. The apartment was located at 884 14<sup>th</sup> Street in San Francisco, California. It was rent-controlled and subject to the San Francisco "Rent Ordinance."
- 5. By 2019 the apartment needed serious repairs to make it habitable.
- 6. I reported the repair issues to Ms. Holmes and, when necessary, to the Department of Building Inspection ("DBI").

- 7. During the time I was a tenant, DBI cited Ms. Holmes with twenty-five (25) Notices of Violations of the building code.
- 8. On December 3, 2019, Ms. Holmes posted a Three-day Notice to Quit on my door. The notice admitted I was in possession of the apartment, **Exhibit 2**. Within the 180 days of this 3-day quit, there had been multiple protected civil actions that I had made about the Defendant and her property, including, but not exclusive to:
  - a. reporting bribes made on behalf of the Defendant paid to at least four (4) Department of Building Inspectors and DBI senior management to Taras Madison in Human Resources at DBI, the Controller's office, the Commission for DBI led by Debra Walker, District Representative Rafael Mendelman, Mayor London Breed's Office, District Attorney Garçon, and the City Attorney;
  - b. reporting Narcotics Manufacture and Distribution to District Captain Una Bailey, Chief of Police Bill Scott, and the local FBI office at the Federal Courthouse;
  - c. opened new Notices of Violation at DBI including the Defendant's refusal to install a front door for more than 10 days, for mold and water intrusion, and the collapse of the ceiling in the toilet room from mold and wood rot;
  - d. multiple reports to the SFPD Park Station for harassment, malicious prosecution, making false 911 calls, attempted murder, and animal cruelty.
- 9. On December 12, 2019, Ms. Holmes filed an unlawful detainer action, case number CUD-19-666401. The purpose of the unlawful detainer action was to regain possession of the apartment, **Exhibit 3**. This also fell within a 180-day period of multiple protected class actions on my part.
- 10. From December 25th to December 28th, 2019, after months of requesting emergent repairs without a single reply from Ms. Holmes or her counsel, the health consequences of staying in the apartment were such that I had no other option than to inform Ms. Holmes, via text, that I needed temporary emergency shelter elsewhere, in a safe environment, until repairs could be made.

<sup>&</sup>lt;sup>1</sup> Memorandum of Points and Authorities 4:16-17 **Exhibit 7**.

- 19. Ms. Holmes' statement, regarding my possession of the apartment, in the Amended Complaint (2/20/20) and Stipulation (9/15/20) contradicts the statement she made about my possession in her memorandum (11/8/23). This also represents a breach of the Stipulation.
- 20. There were two other occasions after December 26, 2019, in which I did succumb to the pressure of surrendering for which the indicia were apparent:
  - a. at the settlement offer from the Defendant on September 15, 2020, (the Stipulation, **Exhibit 6)**, when I agreed among others, to move out with my belongings, surrender keys, give notice to utility companies,
  - b. on the agreed move out day of October 15, 2020, when Mrs. Holmes changed the locks on the apartment around 2:00pm preventing my reentry three (3) hours before I was scheduled to or even had surrendered the keys at 5:00pm and refused to provide permission to access some of my belongings inside, **Exhibit 8**.
  - c. I told her attorneys, after they had badgered me two (2) days before the agreed move out date to surrender possession sooner, that their actions to push me out and especially to lock me out of my apartment was a breach of the settlement agreement and that I had the power to ignore the surrender of possession and seriously questioned that, yet decided reluctantly to hand the keys over to her attorney, remove my possessions, and not reinstate my lease, utilities, and mailing address, among other things.
- 21. In accordance with the legally binding Stipulation, possession was returned on October 15, 2020. An exchange of e-mail between me and Daniel Cheung documents the coordination for the return of possession on October 15, 2020, **Exhibit 8.**.
- 22. On July 28, 2021, I filed a lawsuit against Ms. Holmes alleging, among other things, retaliatory eviction.

# **Discussion**

- 23. Ms. Holmes claims the cause of action for retaliatory eviction accrued and the statute of limitations began to run on December 26, 2019 the day I temporarily moved into a hotel.
- 24. According to California Civil Code § 1942.5.a, in each instance of a retaliatory action taken by a landlord in response to a tenant's protected civil actions, the 180-day period shall run from the latest applicable date referred to in paragraphs (1) to (5), inclusive.

- 25. In absence of the surrender, if the landlord makes another retaliatory act within a six-month period (or longer for outstanding long-term notices to the landlord) following the tenant engaging in a protected activity, then a new retaliatory eviction cause of action will arise with a new commencement date for statute of limitations.
- 26. The **sole argument** for summary adjudication was that I filed my Complaint after the statute of limitations had expired.
- 27. The issue in this motion is the date for which the cause of action accrued for retaliatory eviction.
- 28. In order to get the statute of limitations to start running on December 26, 2019, providing the grounds for her motion for summary judgment, Ms. Holmes provided two obvious falsities to this court, only one of which needed to be believed:
  - a. she conflated my temporary move awaiting repairs on December 26, 2019, with my actual surrender of possession of the apartment on October 15, 2020; to do this, Ms. Holmes has obviously forgotten that she had given two different definitions for "vacate" to the court and
  - b. that the latest retaliatory action taken by her within 180 days of my engagement in a protected class of civil activities was on December 26, 2019, reporting that I had vacated due to a lack of habitability, in hopes that the court would overlook retaliatory acts made by her that do not explicitly require a surrender of possession.
- 29. The obvious nature of the ongoing unlawful detainer for ten (10) months after December 26, 2019, makes it difficult to believe it was merely an oversight and not an intentional attempt to mislead the court that I was somehow not in possession during that time.
- 30. Ms. Holmes wanted the court to believe that when she said I vacated on December 26, 2019, it would be concluded that possession was also surrendered on the same date, and if that were true, one would rightfully assume that there would not be any further retaliatory claims to be made, and the statute of limitations would begin at that time.

- 31. Temporarily leaving an apartment that is toxic and uninhabitable does not surrender possession, it does not necessarily cause the action to accrue, and does not start the statute of limitation necessarily for the last cause of actions. Ms. Holmes has apparently forgotten that she agreed and stipulated to a specific definition of "vacate" in the Stipulation, which definition included surrendering possession, before filing her frivolous motion.
- 32. There is **no evidence** possession was returned to the landlord on December 26, 2019.
- 33. All the evidence shows that possession was returned on October 15, 2020.
- 34. Ms. Holmes never had any indica of possession until October 15, 2020.
- 35. More importantly, due to the frequency with which I had file civil actions for serious infractions and repairs that would universally be ignored by Ms.Holmes, there was never a period of time from 2016 onwards that was not outside of 180 days of a civil action. And similarly, Ms. Holmes would almost immediately retaliate to my doing so, and there are multiple dates of retaliatory acts from which to build up a 180-day case, the latest of which began on October 15, 2020, when I was locked out of the apartment and Ms. Holmes and her family unlawfully entered the apartment while I was still in possession.
- 36. On November 8, 2023, Ms. Holmes filed a Motion for Summary Adjudication as to Cause of Action 2 (Retaliatory Eviction) and Cause of Action 3 (Negligence Per Se) specifically on the issue of treble damages.
- 37. A hearing on the motion was held on February 1, 2024, before Judge Ronald E. Quidachay. The motion was granted as to Cause of Action 2 but denied as to Cause of Action 3. A copy of the order is attached as **Exhibit 9**.
- 38. I was in the process of interviewing new counsel in August, 2023, when I was involved in a motor vehicle accident on August 29th when I was struck by another vehicle going in excess of 100mph causing serious injury, dislodging my left arm from the shoulder with permanent

- inoperable disability, damaging my neck vertebrae and nerves to my left hand. I am still awaiting evaluation and intervention, likely involving surgery. on my back.
- 39. For this accident and the resulting delay in finding legal representation, both parties stipulated to a continued bench trial in Department 206, and the resulting order for a trial was issued earlier this month.
- 40. I consulted with legal professionals to prepare this document as well as previous oppositions and have encountered a problem with the service providers to this court that has prevented me from communicating to the court, specifically from filing ANY documents in this case from January, 2024, until March 27th, 2024, when I have been told by Ms. Bura, the Court Manager of Civil Operations, that my name in the system has now been corrected. Multiple vendors reported that I am not a party in my own complaint despite being able to file documents previously. For an issue that has had an ongoing investigation to determine the cause, the name of the Plaintiff in this case CGC-21-594129 was changed to have no first name, middle initial "H," and last name "Feldman." Any attempts made by the approved court vendors or myself to change the name of the Plaintiff in this action have not been successful.
- 41. I have a fee waiver for this trial, and yet, it does not apply for any of the work-arounds offered by any court service vendor or the Clerks. Multiple calls to the Clerks in Department 501 have all gone unanswered when asked for any suggestions for filing this motion or previous oppositions as I have not been listed as a Plaintiff in the Court database provided to approved vendors until March 27th. I expired my legal consultation on Monday, March 25th, when after a week of inquiring I could not file this Motion for Reconsideration with the SFSC within available resources for which I have a fee waiver order. I respectfully ask that the Court consider this motion as it documents serious issues regarding the claims made

by the Defense that require more immediate attention as Court Orders have been made while I have been compromised with injury, an ongoing illness, and technical challenges outside of my control.

- 42. In accordance with CCCP §1008(a), I received an e-mail with a file stamped copy of the order attached on March 15, 2024, document signed by Jody Struck, attorney for Ms. Holmes, captioned "Notice of Entry of Order Granting in Part and Denying in Part Defendant's Motion for Summary Adjudication."
- 43. The Motion for Reconsideration and this affidavit were timely prepared within ten (10) days of receipt of notice of entry of the order, yet I was unable to file the Motion using the e-filing procedures for which I have been granted a fee waiver.
- 44. There are genuine issues of material fact in dispute and additional evidence that were not considered during the hearing on February 1, 2024. Specifically,
  - a. Issues of Fact
    - i. the date the cause of action for retaliatory eviction accrued
    - ii. the date I actually vacated the apartment
    - iii. the date I surrendered possession of the apartment
  - b. New Evidence the Court did not Consider
    - i. the Amended Complaint for Unlawful Detainer,
    - ii. the omission of multiple retaliatory acts of the Defendant in 2020,
    - iii. the Stipulation and
    - iv. e-mails between myself and Ms. Holmes' attorneys, Cheung and Bornstein, that documented the return of the apartment keys.
- 45. The new evidence shows there are genuine issues of material fact in dispute that changes the date the cause of action for retaliatory eviction accrued, the date I surrendered possession and the date the statute of limitations began to run from December 26, 2019 to October 15, 2020.

- 46. The date change to October 15, 2020 places the filing of the Complaint well within the statute of limitations.
- 47. The date change to October 15, 2020 is supported by the actions of Ms. Holmes and her attorneys. Specifically, Ms. Holmes and her attorneys did not believe:
  - a. the cause of action accrued on December 26, 2020
  - b. I vacated on December 26, 2020 or
  - c. that possession was transferred on December 26, 2020 or
  - d. that further instances of retaliation had not occurred since December 26, 2020,
- 48. If they actually believed December 26, 2020 was the operative date they would not have continued to litigate the unlawful detainer case, to have possession transferred to Ms. Holmes, until September 15, 2020.
- 49. The fact that they continued to try to get possession transferred to Ms. Holmes, via the unlawful detainer action, after December 26, 2019 until September 15, 2020 and signed the Stipulation, which was reviewed and approved by her attorney, Daniel Cheung, and by Judge Richard B. Ulmer, Jr. conclusively proves December 26, 2019 is not:
  - a. the date the cause of action accrued, or
  - b. the date I vacated, or
  - c. the date possession was transferred or
  - d. the date the statute of limitations began to run.
- 50. The new evidence also shows Ms. Holmes and her attorneys misled the court, lied in documents filed with the court, filed a frivolous motion for summary adjudication with supporting documents, failed to provide result changing documents to the court (Amended Complaint for Unlawful Detainer, the Stipulation and email with Daniel Cheung), omitted numerous retaliatory acts made by Ms. Holmes, and demonstrated a serious lack of candor toward the court and opposing party.

#### Violation of Rules of Rules of Civil Procedure and Local Rules

- 51. Local Rule 8.3(D) and CRC 3.1312(b) were violated during the course of the hearing and subsequently. As more fully set forth below,
  - a. **Local Rule 8.3 (D)** was violated in that I should not have been prevented from arguing my case against granting summary adjudication during the February 1, 2024 hearing because all of the conditions for denying me the opportunity to speak had not been met.

# b. Violation of CRC 3.1312(b)

My rights under Rule 3.1312(b) were violated in both the first and second proposed orders. The rule states:

The prevailing party must, upon the expiration of the five-day period for approval, promptly transmit the proposed order to the court together with a summary of any responses of the other parties or a statement that no responses were received.

#### i. First Proposed Order

- 1. The prevailing party, Ms. Holmes, is required by CRC 3.1312 to provide me with a copy of the proposed order for my approval and then wait five (5) to receive my approval or my objections.
- 2. Ms. Holmes is also required to summarize my objections and provide the court the proposed order along with the summary of my objections.
- 3. The first proposed order was submitted to the court four (4) minutes after I received my copy via e-mail.<sup>2</sup> I received my copy on February 1, 2024 at 5:48pm and the court's copy (Dept. 501) was e-mailed at 17:52 (5:52pm).<sup>3</sup>
- 4. This was not an oversight, the e-mail I received stated that the proposed order would be submitted to Dept. 501 "for signature today."

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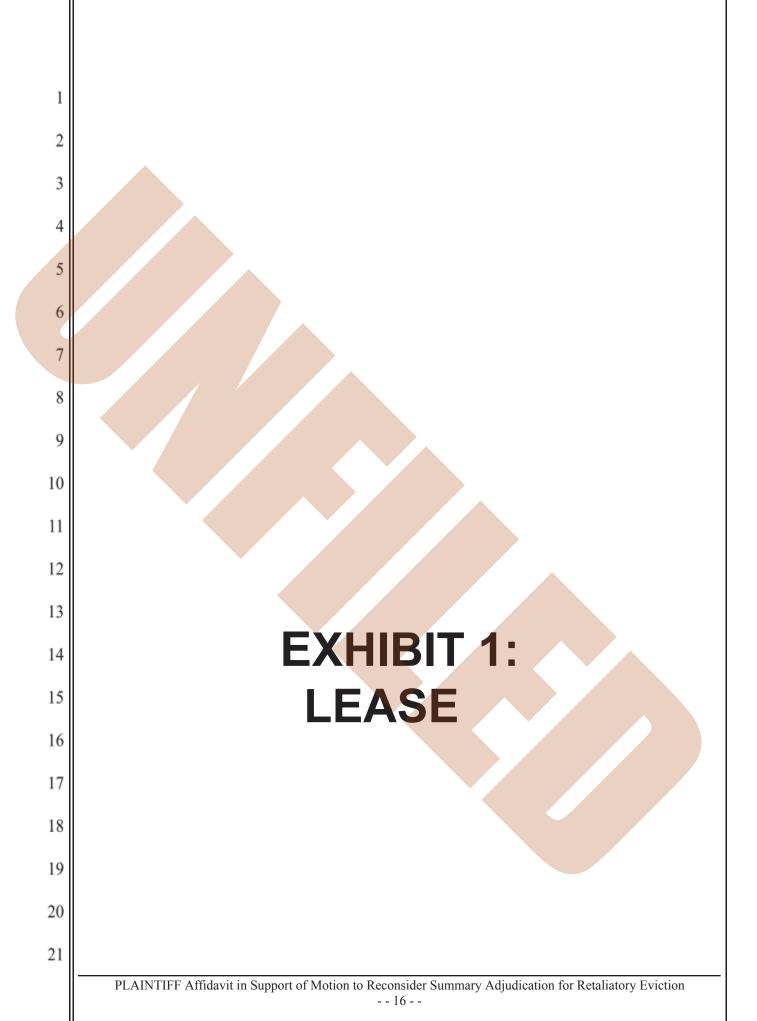
19

<sup>&</sup>lt;sup>2</sup> E-mail from Virginia Guthrie to Dr Feldman dated February 1, 2024 at 5:48pm attached as **Exhibit** 

<sup>&</sup>lt;sup>3</sup> E-mail from Virginia Guthrie to Dept. 501 dated February 1, 2024, at 17:52 (5:52pm) attached as **Exhibit** 

<sup>&</sup>lt;sup>4</sup> E-mail from Virginia Guthrie to Dr Feldman dated February 1, 2024 at 5:48pm attached as **Exhibit** 

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# Month-to-Month Residential Rental Agreement

#### Clause 1 Identification of Landlord and Tenant

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

#### Clause 2. Identification of Premises

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

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

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

Rental of the premises does not include:

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

#### Clause 3. Limits on Use and Occupancy

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

#### Clause 4. Term of the Tenancy

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

#### Clause 5. Payment of Rent

Regular monthly rent

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



Delivery of payment.

Rent will be paid:

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

Form of payment.

Landlord will accept payment in these forms:

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

Prorated first month's rent.

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

#### Clause 6. Late Charges

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

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

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

#### Clause 8. Security Deposit

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

#### Clause 9. Utilities

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

Water and Garbage.

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#### Clause 10. Assignment and Subletting

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

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

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

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

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

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

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

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

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

#### Clause 14. Pets

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



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

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

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

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

# Clause 16. Extended Absences by Tenant

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

#### Clause 17. Possession of the Premises

a. Tenant's failure to take possession.

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

# b. Landlord's failure to deliver possession.

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

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

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

#### Clause 19. Disclosures

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

# Clause 20. Authority to Receive Legal Papers

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

#### Clause 21. Additional Provisions

Additional provisions are as follows:

A. It is the Tenant(s) responsibility to place the three (3) Garbage & Recycling Bins for tenant's flat at the curb on the appropriate day for pick up and return them to the designated area in The Tradesmans Entrance when empty.

B. In order to keep the building clean tenant's must take their garbage to the garbage cans. Garbage is put into the cans not left on top or beside them. Never leave garbage on the stairs or patio.

C. Tenants may garden in the yard while being respectful to those plants and trees already surviving there, and being aware not to over water and use an excessive amount of water. Landlord will notify tenants if the water bill increases and tenants will decrease the amount of water used or if necessary stop watering.

D. Tenants will not put signs or flags of any kind in the windows or on the building at anytime.



# Clause 22. Validity of Each Part

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

# Clause 23. Grounds for Termination of Tenancy

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

# Clause 24. Entire Agreement

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

3-15-203 Linda S. Holmer	
Date Landlord	Title
884-886-14th Street	
Street Address San Francisco, CH, 94114	107-799-6902
City, State, & Zip	Phone

Date Tenant Phone



#### **3-DAY NOTICE TO QUIT**

TO: <u>Daniel Feitlman</u>, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following premises:

#### 884 14th Street

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

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

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

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

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

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

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

12-2-19

Holmes

cc: SF Rent Board

Daniel Bornstein, Esq.

Bornstein Law

Attorneys and Duly Authorized Agent for Landlord



## San Francisco Remential Rent Stabilization and Auditration Board

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

Effec<mark>tive</mark> March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

#### NOTICE TO TENANT (English)

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

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

### NOTIFICACIÓN AL INQUILINO (Spanish)

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

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

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

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

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

1007 Notice to Tenant 37.9(c) 3/19/16

25 Van Ness Avenue #320 San Francisco, CA 94102-6033

Phone 415.252.4602 FAX 415.252.4699



## San Francisco Residential Rent Stabilization and Arbitration Board

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

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

#### 租客通知 (Chinese)

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

你可能有資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站,以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐,您可能有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊,請上網 http://sfmohcd.org/san-francisco-housing-resource-guide 瀏覽三務市住房資源指南。

#### УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

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

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

#### ABISO SA NANGUNGUPAHAN (Filipino)

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

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

1007 Notice to Tenant 37.9(c) 3/19/16

25 Van Ness Avenue #320 San Francisco, CA 94102-6033

Phone 415.252.4602 FAX 415.252.4699



AINTIFF Affidavit in Support of Motion to Reconsider Summary Adiu

FOR COURT USE ONLY

(SOLO PARA USO DE LA CORTE)

## SUMMONS (CITACIÓN JUDICIAL)

**UNLAWFUL DETAINER-EVICTION** 

(RETENCIÓN ILÍCITA DE UN INMUEBLE-DESALOJO)

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

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

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

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

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

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

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

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

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

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

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

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

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

que la corte pueda desestimar el caso.

Page 1 of 2

Code of Civil Procedure, §§ 412.20, 415.456, 1167



CASE NUMBER (número del opso

Fecha)  For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (form POS-010)).				
i. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415)  If or compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)  If unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):  a. Assistant's name;  b. Telephone no.:  c. Street address, city, and zip:  CLERK OF THE COURClerk, by  Adjunto  The para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (form POS-010)).  SEEAL  COURT  5. NOTICE TO THE PERSON SERVED; You are served  a.  as an individual defendant,  b.  as the person sued under the fictitious name of (specify):  c.  as an occupant,  d.  on behalf of (specify):  under:  CCP 416.40 (association or partnership).  CCP 416.90 (authorized person).  CCP 416.90 (authorized person).	PLAINTIFF (Name): Lin	da Steinhoff	Holmes	CASE NUMBER:
i. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415)  If or compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)  If unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):  a. Assistant's name;  b. Telephone no.:  c. Street address, city, and zip:  CLERK OF THE COURClerk, by  Adjunto  The para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (form POS-010)).  SEEAL  COURT  5. NOTICE TO THE PERSON SERVED; You are served  a.  as an individual defendant,  b.  as the person sued under the fictitious name of (specify):  c.  as an occupant,  d.  on behalf of (specify):  under:  CCP 416.40 (association or partnership).  CCP 416.90 (authorized person).  CCP 416.90 (authorized person).				- aug = 10 = 6664U1
for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)  Luniawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):  a. Assistant's name: b. Telephone no.: c. Street address, city, and zip:  DAVID W. YUEN  CLERK OF THE COURClerk, by Secretario)  Perchal  CLERK OF THE COURClerk, by Secretario)  Fechal  CLERK OF THE COURClerk, by Secretario)  For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (form POS-010)).  SERAU  S. NOTICE TO THE PERSON SERVED: You are served a.  as an individual defendant, b.  as the person sued under the fictitious name of (specify): under:  CCP 416.20 (defunct corporation).  CCP 416.70 (conservatee).  CCP 416.80 (minor).  CCP 416.90 (authorized person).	DEFENDANT (Name): Dai	niel Feldman		COD-13
a. Assistant's name; b. Telephone no.; c. Street address, city, and zip:  d. County of registration: e. Registration expires on (date):  DEC 12 2019  CLERK OF THE COURCLERK, by CLERK OF THE COURCLERK, by (Adjunto)  Perchal  COURT POS-010).  SEAL  Solution:  Solut	for compensation give adv	vice or assistan	ce with this form. (If plaintiff has received any	
a. Assistant's name: b. Telephone no.: c. Street address, city, and zip:  d. County of registration: e. Registration expires on (date):  DEC 12 2019  CLERK OF THE COURClerk, by (Adjunto)  For proof of service of this summons, use Proof of Service of Summons (from POS-010).)  Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (from POS-010)).  SEALL SUMPTON SERVED: You are served a. Assistant's name: b. Assistant's name: b. Telephone no.: c. DAVID W. YUEN  (Adjunto)  DAVID W. YUEN  (Adjunto)  (Adjunto)  COP 416.80 (immons, (form POS-010)).  COUNT (secular)  COP 416.80 (association or partnership). COP 416.90 (authorized person).				nav from an uplawful dotainor accietanti
b. Telephone no.: c. Street address, city, and zip:  d. County of registration: e. Registration no.: f. Registration expires on (date):  DEC 12 2019  CLERK OF THE COURCLERK, by Secretario)  For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  Para prueba de entrega de esta citación use et formulario Proof of Service of Summons, (form POS-010)).  SEALL COURT OF THE PERSON SERVED: You are served a. Sex as an individual defendant, b. as the person sued under the fictitious name of (specify): c. as an occupant, d. on behalf of (specify): under: CCP 416.10 (corporation).  CCP 416.60 (minor).  CCP 416.90 (authorized person).  OCP 416.90 (authorized person).  OCP 416.90 (authorized person).		tarit (complete	ii plaintiii nas received arry neip or advice for	day from an umawith detainer assistant).
d. County of registration: e. Registration no.: f. Registration expires on (date):  DEC 12 2019  CLERK OF THE COUR Clerk, by Secretario)  CLERK OF THE COUR Clerk, by Secretario)  Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (form POS-010)).  SEALL COURT  5. NOTICE TO THE PERSON SERVED: You are served a. a as an individual defendant, b. as the person sued under the fictitious name of (specify): c. as an occupant, d. on behalf of (specify): under: CCP 416.10 (corporation). CCP 416.70 (conservatee). CCP 416.90 (authorized person). CCP 416.90 (authorized person).				
e. Registration no.: f. Registration expires on (date):  DEC 12 2019  CLERK OF THE COUR (Secretario)  DAVID W. YUEN  (Adjunto)  Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (form POS-010).)  Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (form POS-010)).  SEALL  COURT  3. NOTICE TO THE PERSON SERVED: You are served a.  as an individual defendant. b.  as the person sued under the fictitious name of (specify): c.  as an occupant. d.  on behalf of (specify): under:  CCP 416.10 (corporation).  CCP 416.70 (conservatee).  CCP 416.90 (authorized person).  OCP 416.90 (authorized person).	c. Street address, city,	and zip:		
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a. as an individual defendant. b. as the person sued under the fictitious name of (specify): c. as an occupant. d. on behalf of (specify): under: CCP 416.10 (corporation). CCP 416.20 (defunct corporation). CCP 416.40 (association or partnership). CCP 416.90 (authorized person). CCP 415.46 (occupant).	Para prueba de entrega de e	esta citación us	e el formulario Proof of Service of Summons,	(form POS-010)).
b. as the person sued under the fictitious name of (specify): c. as an occupant. d. on behalf of (specify): under: CCP 416.10 (corporation). CCP 416.20 (defunct corporation). CCP 416.40 (association or partnership). CCP 416.90 (authorized person). CCP 415.46 (occupant).	ISEAL) R COURT OF	5. NOTICE	TO THE PERSON SERVED: You are served	
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CCP 415.46 (occupant).			CCP 416.20 (defunct corporation).	CCP 416.70 (conservatee).
	SAN FRANC			
e. by personal delivery on (date).	The same and the s			other (specify):
		e. L D	y personal delivery on (date):	

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar vr, and address):	FOR COURT USE ONLY
— Daniel Bornstein (SBN 169159)	
Bornstein Law	ALL CONTRACTOR OF THE PARTY OF
507 Polk Street, Suite 310	
San Francisco, CA 94102-3396	and the same of th
TELEPHONE NO.: (415) 409-7611 FAX NO. (Optional): (415) 463-2349	
E-MAIL ADDRESS (Optional):	
ATTORNEY FOR (Name). Linda Steinhoff Holmes	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco	Superior Court of California County of San Francisco
STREET ADDRESS: 400 McAllister Street	County of San Francisco
MAILING ADDRESS: 400 McAllister Street	DEC 1 2 2019
CITY AND ZIP CODE: San Francisco, CA 94102	NEW 15 ENIS
BRANCH NAME: Civic Center Courthouse	CLERKOF THE COURT
PLAINTIFF: Linda Steinhoff Holmes	Tail I ail
	SY:
DEFENDANT:Daniel Feldman	Qeputy Clerk
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DOES 1 TO 10. Inclusive	
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COMPLAINT - UNLAWFUL DETAINER*	CASE NUMBER:
COMPLAINT AMENDED COMPLAINT (Amendment Number):	CUD-19-666401
	COO 14 AAA 10 -
Jurisdiction (check all that apply):	
X ACTION IS A LIMITED CIVIL CASE	
Amount demanded	
exceeds \$10,000 but does not exceed \$25,000	
The state of the s	
ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000)	
ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check a	II that apply) :
from unlawful detainer to general unlimited civil (possession not in issue)	from limited to unlimited
Commercial details on the manufacture to the standard of the s	
from unlawful detainer to general limited civil (possession not in issue)	from unlimited to limited
	from unlimited to limited
PLAINTIFF (name each) : Linda Steinhoff Holmes	from unlimited to limited
PLAINTIFF (name each) : Linda Steinhoff Holmes	from unlimited to limited
PLAINTIFF (name each) : Linda Steinhoff Holmes     alleges causes of action against DEFENDANT (name each) :	from unlimited to limited
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PLAINTIFF (name each) : Linda Steinhoff Holmes     alleges causes of action against DEFENDANT (name each) :     Daniel Feldman	from unlimited to limited
1. PLAINTIFF (name each): Linda Steinhoff Holmes  alleges causes of action against DEFENDANT (name each): Daniel Feldman  2. a. Plaintiff is (1)  an individual over the age of 18 years. (4)  a part	nership.
<ol> <li>PLAINTIFF (name each): Linda Steinhoff Holmes         alleges causes of action against DEFENDANT (name each):         Daniel Feldman</li> <li>a. Plaintiff is         (1)         an individual over the age of 18 years.         (2)         a public agency.         (5)         a corp.</li> </ol>	
1. PLAINTIFF (name each): Linda Steinhoff Holmes  alleges causes of action against DEFENDANT (name each): Daniel Feldman  2. a. Plaintiff is (1)  an individual over the age of 18 years. (4)  a part (2)  a public agency. (5)  a corp.	nership. poration.
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1. PLAINTIFF (name each): Linda Steinhoff Holmes  alleges causes of action against DEFENDANT (name each): Daniel Feldman  2. a. Plaintiff is (1)  an individual over the age of 18 years. (4)  a part (2)  a public agency. (5)  a com (3)  other (specify):  b. Plaintiff has complied with the fictitious business name laws and is doing business of the premises located at (street address, apt. nother (specify):  3. Defendant named above is in possession of the premises located at (street address, apt. nother (specify):  CA 94114  San Francisco  4. Plaintiff's interest in the premises is	nership. poration. ander the fictitious name of (specify):
1. PLAINTIFF (name each): Linda Steinhoff Holmes  alleges causes of action against DEFENDANT (name each): Daniel Feldman  2. a. Plaintiff is (1)  an individual over the age of 18 years. (4)  a part (2)  a public agency. (5)  a corr (3)  other (specify):  b. Plaintiff has complied with the fictitious business name laws and is doing business of the premises located at (street address, apt. not 884 14th Street San Francisco	nership. poration. ander the fictitious name of (specify):
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1. PLAINTIFF (name each): Linda Steinhoff Holmes  alleges causes of action against DEFENDANT (name each): Daniel Feldman  2. a. Plaintiff is (1)  an individual over the age of 18 years. (4)  a part (2)  a public agency. (5)  a corr (3)  other (specify):  b. Plaintiff has complied with the fictitious business name laws and is doing business of the premises located at (street address, apt. not 884 14th Street San Francisco	nership. poration. ander the fictitious name of (specify):
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alleges causes of action against DEFENDANT (name each): Daniel Feldman  2. a. Plaintiff is (1)  an individual over the age of 18 years. (2)  a public agency. (3)  other (specify): b. Plaintiff has complied with the fictitious business name laws and is doing business of the premises located at (street address, apt. not 884 14th Street San Francisco CA 94114 San Francisco 4. Plaintiff's interest in the premises is CA 94114 San Francisco A Plaintiff's interest in the premises is The true names and capacities of defendants sued as Does are unknown to plaintiff. a. On or about (date): 3/15/13  defendant (name each): Daniel Feldman  (1) agreed to rent the premises as a month-to-month tenancy other tenance (2) agreed to pay rent of \$ 2,800.00 payable monthly other (specify):	nership. poration.  Inder the fictitious name of (specify):  On, city, zip code, and county):
1. PLAINTIFF (name each): Linda Steinhoff Holmes  alleges causes of action against DEFENDANT (name each): Daniel Feldman  2. a. Plaintiff is (1)  an individual over the age of 18 years. (4)  a part (2)  a public agency. (5)  a correct (3)  other (specify):  b. Plaintiff has complied with the fictitious business name laws and is doing business of the premises located at (street address, apt. not as a part (1) agreed to rent the premises is  as owner  other (specify):  5. The true names and capacities of defendants sued as Does are unknown to plaintiff.  6. a. On or about (date): 3/15/13  defendant (name each): Daniel Feldman  (1) agreed to rent the premises as a  month-to-month tenancy  other tenance (2) agreed to pay rent of \$ 2,800.00 payable  monthly  other (specify):  b. This  written  oral agreement was made with	nership. poration.  Inder the fictitious name of (specify):  O., city, zip code, and county):  y (specify): pecify frequency):
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PLAINTIFF (Name): Linda Steinhoff Homes	CASE NUMBER:
DEFENDANT (Name) :Daniel Feldman	
6. c. The defendants not named in item 6a are  (1) subtenants.  (2) assignees.  (3) other (specify): unknown  d. The agreement was later changed as follows (specify):	
e. A copy of the written agreement, including any addenda or attachments that form to and labeled Exhibit 1. (Required for residential property, unless item 6f is checked f. (For residential property) A copy of the written agreement is not attached because (1) the written agreement is not in the possession of the landlord or the landlord (2) this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).  7. In Defendant (name each): Daniel Feldman	l. See Code Civ. Proc., § 1166.) e (specify reason) :
(2) 30-day notice to quit (5) 3-day notice (3) 60-day notice to quit (6) Other (specification of the content of	fy): In the notice expired at the end of the day. In the notice expired at the end of the day. In the notice expired at the end of the day. In the notice expired at the end of the day. In the notice expired at the end of the day. In the notice expired at the end of the day. In the notice expired at the end of the day. In the notice expired at the end of the day.
place of business.  (3) by posting a copy on the premises on (date): 12/3/19  person found residing at the premises AND mailing a copy to defendant a (date): 12/3/19  (a) because defendant's residence and usual place of business can (b) because no person of suitable age or discretion can be found the (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a mail addressed to defendant on (date):	AND giving a copy to a at the premises on not be ascertained OR ere. copy by certified or registered
<ul> <li>(5) (Not for residential tenancies; see Civil Code, § 1953 before using) in the commercial lease between the parties.</li> <li>b. (Name): <ul> <li>was served on behalf of all defendants who signed a joint written rental agreement</li> <li>Information about service of notice on the defendants alleged in item 7f is stated in</li> <li>Proof of service of the notice in item 7a is attached and labeled Exhibit 3.</li> </ul> </li> </ul>	

PLAINTIFF (Name): Linda Steinhoff nes	C. JMBER:
DEFENDANT (Name) : Daniel Feldman	
9. Plaintiff demands possession from each defendant because of e	xpiration of a fixed-term lease.
10. At the time the 3-day notice to pay rent or quit was served, the a	mount of rent due was \$
11. The fair rental value of the premises is \$ 93.3	3 per day.
12. Defendant's continued possession is malicious, and plaintiff is en Procedure section 1174(b). (State specific facts supporting a cla	
13. A written agreement between the parties provides for attorney fe	es.
Defendant's tenancy is subject to the local rent control or eviction and date of passage): City & County of San Francisco: Fordinance, Chapter 37 of the San Ord. #276-79); Adopted: 6/13/79,	Residential Rent Stabilization & Arbitration Francisco Administrative Code (File #188-79;
Plaintiff has met all applicable requirements of the ordinances.	
15. Other allegations are stated in Attachment 15.	
16. Plaintiff accepts the jurisdictional limit, if any, of the court.	
b. costs incurred in this proceeding:  c.  past-due rent of \$  de  d. reasonable attorney fees.  e. forfeiture of the agreement.  (de  de  de  de  de  forfeiture of the agreement.	mages at the rate stated in item 11 from  ate): 1/1/20 for each day that  fendants remain in possession through entry of judgment.  atutory damages up to \$600 for the conduct alleged in item 12.  her (specify): such other and further relief as the  urt deems just and proper.
18. Number of pages attached (specify): 10	
UNLAWFUL DETAINER ASSISTANT (Bu	s. & Prof. Code, \$\$ 6400-6415)
19. (Complete in all cases.) An unlawful detainer assistant with this form. (If plaintiff has received any help or advice for pay from	did for compensation give advice or assistance
b. Street address, city, and zip code:  d. C e. R	elephone No.: ounty of registration; egistration No.: xpires on (date):
Date: 12/11/19	TO DIVINE
Daniel Bornstein (SBN 169159) (TYPE OR PRINT NAME)	(SIGNATURE OF PLAINTIFF OR ATTORNEY)
VERIFICATI	ON
(Use a different verification form if the verification is by a	an attorney or for a corporation or partnership.)
I am the plaintiff in this proceeding and have read this complaint. I declare California that the foregoing is true and correct.	e under penalty of perjury under the laws of the State of
Date:	ii .
(TYPE OR PRINT NAME)	(SIGNATURE OF PLAINTIFF)
UD-100 [Rev. July 1, 2005] COMPLAINT - UNLAWFU	JL DETAINER Page 3 of 3

## Month-to-Month Residential Rental Agreement

## Clause 1. Identification of Landlord and Tenant

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

#### Clause 2. Identification of Premises

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

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

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

Rental of the premises does not include:

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

#### Clause 3. Limits on Use and Occupancy

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

#### Clause 4. Term of the Tenancy

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

#### Clause 5. Payment of Rent

## Regular monthly rent

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

100 A

Month-In-Month Recidential Dental Agreement

Pana 1 of 7

Exhibit 2

Delivery of payment.

Rent will be paid:

In person, by placing the rent in the slot on the back door of the ground floor, quicking new and here flew s

Form of payment.

Landlord will accept payment in these forms:

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

Prorated first month's rent.

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

#### Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge of \$50.00, plus \$25.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$275,00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

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

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

#### Clause 8. Security Deposit

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

#### Clause 9. Utilities

Water and Garbage.

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

## Clause 10. Assignment and Subletting

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

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

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

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

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

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

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

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

#### Clause 14. Pets

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



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

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

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

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

### Clause 16. Extended Absences by Tenant

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

#### Clause 17. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises,

Tenant will still be responsible for paying rent and complying with all other terms of
this Agreement.

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

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

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

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

#### Clause 19. Disclosures

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

## Clause 20. Authority to Receive Legal Papers

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

#### Clause 21. Additional Provisions

Additional provisions are as follows:

A. It is the Tenant(s) responsibility to place the three (3) Garbage & Recycling Bins for tenant's flat at the curb on the appropriate day for pick up and return them to the designated area in The Tradesmans Entrance when empty.

B. In order to keep the building clean tenant's must take their garbage to the garbage cans. Garbage is put into the cans not left on top or beside them. Never leave garbage on the stairs or patio.

C. Tenants may garden in the yard while being respectful to those plants and trees already surviving there, and being aware not to over water and use an excessive amount of water. Landlord will notify tenants if the water bill increases and tenants will decrease the amount of water used or if necessary stop watering.

D. Tenants will not put signs or flags of any kind in the windows or on the building at anytime.





## Clause 22. Validity of Each Part

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

## Clause 23. Grounds for Termination of Tenancy

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

## Clause 24. Entire Agreement

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

3/15/2013	Lidas.	Holmes		
Date	Landlord		Title	
884-88	6- Hod Sto	wet		
Street Address	noises (		707-79	19-690
City, State, & Zip			Phone	

Phone

917.232.2440

#### 3-DAY NOTICE TO QUIT

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

## 884 14th Street

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

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

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

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

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

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

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

12-3-19

Holmes

cc: SF Rent Board

Daniel Bornstein, Esq.

Bornstein Law

Attorneys and Duly Authorized Agent for Landlord

Stolak3



## San Francisco Re...ential Rent Stabilization and Application Board

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

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

#### NOTICE TO TENANT (English)

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

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

## NOTIFICACIÓN AL INQUILINO (Spanish)

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

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

## THÔNG BÁO CHO NGƯỜI THUỆ NHÀ (Vietnamese)

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

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

1007 Notice to Tenant 37.9(c) 3/19/16



## San Francisco Residential Rent Stabilization and Arbitration Board

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

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

#### 租客通知 (Chinese)

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

您可能有資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站,以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐,您可能有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊,請上網 http://sfmohcd.org/san-francisco-housing-resource-guide 瀏覽三糖市住房資源指南。

#### УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

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

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

#### ABISO SA NANGUNGUPAHAN (Filipino)

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

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

1007 Notice to Tenant 37.9(c) 3/19/16

## VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

	ad.
and know its contents.	
CHECK APPLICABLE PARAGRAPHS	
am a party to this action. The matters stated in the foregoing document are true of my own knowled which are stated on information and belief, and as to those matters I believe them to be true.	edge except as to those matters
a partner of a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for an its latest the matters of the foregoing document are true of my own knowledge except as to those matters which are structured in the foregoing document are true of my own knowledge except as to those matters which are structured in the foregoing document are true of my own knowledge except as to those matters which are structured in the foregoing document are true of my own knowledge except as to those matters which are structured in the foregoing document are true of my own knowledge except as to those matters of the foregoing document are structured in the foregoing document are structured	nent are true. The matters
a party to this action. Such party is absent from the county of aforesaid where such attorneys have their verification for and on behalf of that party for that reason. I am informed and believe and on that ground stated in the foregoing document are true.  Executed on 12 11 0 0 and 12 11 0 0 are true.  I declare under penalty of perjury under the laws of the State of California that the foregoing is true and	allege that the matters , California.
Lindy Steinhoff Holmes Dinde Steinhoff	6 Al Cream
TYPE OR PRINT NAME SIGNATURE	
PROOF OF SERVICE	
1013a (3) CCP Revised 5/1/88	
STATE OF CALIFORNIA, COUNTY OF  I am employed in the county of  I am over the age of 18 and not a party to the within action; my business address is:	, State of California.
On , I served the fore	going document described as
On , I served the fore	going document described as
on in this action  by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached by placing the criginal a true copy thereof enclosed in sealed envelopes addressed	ed mailing list:
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar r, and address).	FOR COURT USE ONLY		
Daniel Bornstein (SBN 169159)	WILD COLOR SHOW SHOWN AND PRODUCT OF SHOWN AND AND AND AND AND AND AND AND AND AN		
Bornstein Law			
507 Polk Street, Suite 310			
San Francisco, CA 94102-3396			
TELEPHONE NO. (415) 409-7611 FAX NO: (415) 463-2349	F T L F. D		
ATTORNEY FOR (Name): Linda Steinhoff Holmes			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN Francisco	Superior Court of California County of San Francisco		
STREET ADDRESS: 400 McAllister Street	747 13 NO. 2011/05/2011		
MAILING ADDRESS: 400 McAllister Street	DEC 12 2019		
CITY AND ZIP CODE. San Francisco, CA 94102			
BRANCH NAME: Civic Center Courthouse	CLERKOF THE COURT		
CASE NAME: Holmes v. Feldman	BY Hard W Guer		
CASE NAME. FIGHTES V. I GIGHTAN	Døputy Clerk		
	7/2		
CIVIL CASE COVER SHEET Complex Case Designation	CASE NUMBER:		
Unlimited	CUD-19-666401		
(Amount (Amount	UDG=		
demanded demanded is Filed with first appearance by defendant			
exceeds \$25,000) \$25,000 or less) (Cal. Rules of Court, rule 3.402)	DEPT;		
Items 1-6 below must be completed (see instructions on p	page 2).		
1. Check one box below for the case type that best describes this case:			
	ovisionally Complex Civil Litigation		
	al. Rules of Court, rules 3.400-3.403)		
Uninsured motorist (46) Rule 3,740 collections (09)	Antitrust/Trade regulation (03)		
Other PI/PD/WD (Personal Injury/Property Other collections (09)	Construction defect (10)		
Damage (Mongful Death) Tort	Mass tort (40)		
Asbestos (04)  Other contract (37)	Securities litigation (28)		
Product liability (24) Real Property	Environmental/Toxic tort (30)		
Medical malpractice (45)  Eminent domain/Inverse	Insurance coverage claims arising from the		
Other PI/PD/WD (23) condemnation (14)	above listed provisionally complex case		
Wrongful eviction (33)	types (41)		
Non-PiPD/WD (Other) fort	nforcement of Judgment		
Business torvumair business practice (07)	Enforcement of judgment (20)		
Civil rights (08) Unlawful Detainer			
	scellaneous Civil Complaint		
Fraud (16)  Intellectual property (19)  Residential (32)  Drugs (38)	RICO (27)		
Professional negligence (25)	Other complaint (not specified above) (42)		
Other non-PI/PD/WD tort (35)  Judicial Review  M	iscellaneous Civil Petition		
Asset formeture (us)	Partnership and corporate governance (21)		
Employment Petition re: arbitration award (11)	Other petition (not specified above) (43)		
Wrongful termination (36) Writ of mandate (02)			
Other employment (15) Other judicial review (39)			
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:	30		
a. Large number of separately represented parties d. Large number of w			
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve  e. Coordination with in other counties,	related actions pending in one or more courts		
c. Substantial amount of documentary evidence f. Substantial postjud	states, or countries, or in a federal court agment judicial supervision		
3. Remedies sought (check all that apply): a. $\times$ monetary b. $\times$ nonmonetary; declara	togram judicial supervision		
4. Number of causes of action (specify): One (1)	tory or injunctive relief c. upunitive		
5. This case is 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 us	e form CM-015)		
	,		
Date: 12/11/19			
Daniel Bornstein (SBN 169159) (TYPE OR PRINT NAME)	LOP MARTY OR ATTORNEY FOR PARTY)		
NOTICE			
Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (exception).	cont amall alaima agona as agona filed		
under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of	Court rule 3 220 ) Epilure to file men annula		
in sanctions.	Court, rule 3.220.) Famule to the may result		
<ul> <li>File this cover sheet in addition to any cover sheet required by local court rule.</li> </ul>			
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.	coorse a copy or time cover stiest off all		
<ul> <li>Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will</li> </ul>	be used for statistical nurnoses only		
The second secon	Page 1 of 2		
L	Faye 1 Of 2		

## CERTIFICATE OF SERVICE BY MAIL

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

Dated: DEC-12-2019

By: DAVID YUEN

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

DANIEL FELDMAN 884 14TH STREET SAN FRANCISCO, CA 94114

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

DANIEL FELDMAN 884 14TH STREET SAN FRANCISCO, CA 94114