Abern Declaration to Support Award for Attorney Fees

Feldman v. Holmes

Declaration Of Steven Abern In Support Of Defendant Linda Holmes's Motion For Award Of Attorney's Fees And Costs Pursuant To SFAC §37.9(F)

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- On February 1, 2024, this Court granted Defendant's Motion for Summary Adjudication 3. as to Plaintiff's Second Cause of Action which asserted a claim for violation Sections 37.9 et seq. of the San Francisco Residential Rent Stabilization and Arbitration Ordinance. [A true and correct copy of the Court's Order is attached here as Exhibit 2.]
- Throughout the pendency of this litigation, Defendant has been defended by two liability insurance carriers; Allstate and CSAA. Those carriers retained separate counsel because they had different times on the risk. Both carriers are defending subject to a reservation of rights.
- From January 2022 through August 2023, Defendant was defended by Allstate through 5. the Rankin|Stock|Haeberlin|O'Neal firm. My firm took over the handling of the litigation from the Rankin firm as Allstate-retained defense counsel on August 29, 2023, as the Rankin firm was winding up its operations at that time.
- Although my office was retained as insurance defense counsel, my clients are entitled to recover "reasonable" attorney's fees and therefore a "reasonable" hourly rate. There is no requirement that the reasonable market rate mirror the actual rate billed. The reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the community.
- The Laffey Matrix is often used to determine the reasonable market rate of a lawyer's 7. services. It is an official source of attorney rates based in the District of Columbia area, which can be adjusted to the San Francisco Bay Area by using the Locality Pay Tables. This Matrix has been approved as a basis (although a court is not required to follow it) which a Court may look to in determining reasonable market rate. Attached as Exhibit 3 is a true and correct copy of the USAO Attorney's Fees ("Laffey") Matrix for the years 2015-2019, which I obtained by downloading it at: https://www.justice.gov/usao-dc/file/796471/download.
- 8. My partner, Jody Struck, and I are the primary handling attorneys for this litigation in our firm. At all times during this litigation, I have had 33 years of litigation experience and Ms. Struck had 38 years of litigation experience. I have handled well over 300 landlord-tenant litigation matters, approximately a third of which were venued in San Francisco, and more than 90% of which were venued in jurisdictions having rent and eviction control ordinances; e.g., San Francisco, Oakland, Berkeley, San Jose and Richmond. I have acted as a mediator in tens

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of landlord-tenant matters and represented clients well over 1,500 litigation matters involving issues other than landlord-tenants. Based on the foregoing calculation, the reasonable hourly rate for my work is \$665.00.

- My partner, Jody Struck, also worked on the matter, particularly on preparing the Motion for Summary Adjudication. She was admitted to the bar in 1985. Accordingly, her reasonable hourly rate is also \$665.00.
- Between September 1, 2023, when my firm took over the handling of the litigation from the Rankin, Stock Haeberlin O'Neal firm, and January 31, 2024, Ms. Struck and I have spent a combined total of 70.4 hours defending the action on behalf of Defendant Holmes.
- 11. Multiplying 70.4 hours by \$665 yields reasonable attorney's fees of \$46,816.
- The number of hours billed by my firm was reasonable. Plaintiff has produced in 12. discovery many hundreds of pages of documents and several lengthy videos. Those all had to be reviewed and analyzed. During his six-and-a-half-year tenancy, Plaintiff complained to the Department of Building Inspection at least 21 times. Those all had to be reviewed and analyzed. Plaintiff has dubiously alleged that the apartment was infested with mold and that Defendant somehow contrived, in conspiracy with other tenants in the building, to taint the water supply to his apartment which resulted in his hospitalization and contributed to the death of his domestic partner. He has alleged that Defendant conspired with the Department of Building Inspection officials, the police and other public officials to obtain impunity. He has alleged that Defendant and her counsel conspired with others to set him up to be arrested for assault with a deadly weapon. Those claims all had to be reviewed and analyzed. In short, Plaintiff has presented an extraordinarily complex and idiosyncratic claim which has caused defense counsel to spend more time than is usual to mount a defense. Most of that time implicates the defense of the SFAC §37.9 claim.
- 13. The risks faced by a Defendant who is sued under Section 37.9 are unique insofar as they include the risk of an award of treble damages in addition to an award of attorney's fees and costs. Allstate, which company retained my firm, has been providing a defense subject to a reservation of rights. Accordingly, my firm made the defense of the Section 37.9 claim the

primary focus of our efforts because that claim was the only claim that carried such an onerous risk and because it implicated damages for which coverage was disputed. I estimate that Ms. Struck and I expended at least 50% of the time billed by our firm on the case to defending the Section 37.9 claim.

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

Dated: April 24, 2024

STEVEN S. ABERN

Feldman v. Holmes



1 JULIEN SWANSON (SBN 193957) Superior Court of California County of San Francisco 584 Castro St #2126 2 San Francisco, CA 94114-2512 Tel: (415) 282.4511 JUL 28 2021 3 Fax: (415)282.4536 swanson@austinlawgroup.com 4 5 Attorneys for Plaintiff DANIEL FELDMAN, Ph.D. 6 SUPERIOR COURT FOR THE STATE OF CALIFORNIA 7 **COUNTY OF SAN FRANCISCO - UNLIMITED** 8 CGC-21-594129 Case No. 9 10 PLAINTIFF'S COMPLAINT FOR DAMAGES DANIEL FELDMAN, Ph.D., AND DEMAND FOR JURY TRIAL: 11 1. Constructive Eviction; Plaintiff, 12 2. Retaliatory Eviction; 13 V. 3. Negligence Per Se; 14 4. Negligence/Personal Injury; 15 LINDA STEINHOFF HOLMES, an individual; 5. Breach of the Warranties of Habitability; and DOES 1-10, inclusive, 16 6. Breach of Covenant of Quiet Enjoyment; Defendants. 7. Defamation: 17 8. Intentional Infliction of Emotional Distress: 18 9. Unlawful Business Practice; 19 10. Nuisance. 20 21 22 23 24 25 26 27 28

INTRODUCTION

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

- 2. The Plaintiff, Daniel Feldman, is a Clinical Neuropsychologist and a long time survivor of HIV.
- 3. As a result of the Defendant-landlord Linda Steinhoff Holmes' illegal actions as they are described herein, Dr. Feldman lost not only his housing he was forced to spend tens of thousands of dollars in relocation expenses.
- 4. Moreover, his ability to work and earn income as well as his ability access medical treatment was interfered with by Holmes, who defamed him, tarnished his reputation with his neighbors and his medical providers and falsely accused him of being violent, dangerous, and mentally unsound.
 - 5. He remains traumatized by the events that are described herein.
 - 6. He also remains without stable housing as a direct result of these events.
- 7. Over the course of his tenancy, which spanned from 2013 until 2019, Dr. Feldman made complaints to the City's building inspector about the unlivable and unsafe conditions on the property, to the police and district attorney about the drug dealing being conducted from the upstairs units, and to the United States Attorney about the corruption he witnessed with city officials accepting bribes and refusing to remedy the unsafe conditions or drug activity.
- 8. In return, Ms. Homes made living at the Property hell for him, culminating in his constructive eviction in December 2019, and the subsequent, retaliatory unlawful detainer she filed against him.
- 9. Under the law, Holmes is liable for her actions because Dr. Feldman was forced to vacate the premises as a result of her "[f]ailure to repair and keep the premises in a condition suitable for the purposes for which they were leased."
- 10. He hired experts at his own expense to test for water contamination and mold, and though dangerous mold levels and water leaks were confirmed and the report found the unit

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

uninhabitable, Holmes refused to abate the problem.

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

PARTIES

- 12. Daniel Feldman, PhD., the Plaintiff, ("Plaintiff" or Feldman") was at all times relevant herein, a resident of San Francisco, California, a United States citizen, and an individual over the age of 18.
- 13. Defendant Linda Steinhoff Holmes ("Holmes") is, and was at all times relevant herein, an individual over the age of 18, and was conducting business in the City and County of San Francisco, California as a residential landlord.
- 14. Holmes is the owner of the real property located at 884-886 14th Street, San Francisco, California ("Property").
 - 15. Fictitiously-Named DOE Defendants
 - (a) Defendants DOE 1 through DOE 10, inclusive ("DOE Defendants") are fictitious names of defendants sued herein under the provisions of Section 474 of the Code of Civil Procedure. Their true names and capacities are unknown to Plaintiff. When said true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
 - (b) Plaintiff is informed and believes and thereon alleges that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by such defendants.
 - (c) At all times herein mentioned the DOE Defendants were the agents, servants, employees, employers, principals, owners, co-owners, lessors, sublessors, predecessors, or successors of their codefendants, and in doing the things alleged below were acting in the scope of their authority as such agents, servants, employees, employers, principals, owners, co-owners, lessors, sublessors, predecessors, or successors, and with the permissions and consent

of their codefendants.

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

JURISDICTION AND VENUE

- 17. This Court has jurisdiction over Mr. FELDMAN's claims because This Court has personal jurisdiction over Defendant, each of which is licensed to conduct and/or conducting business in the State of California.
- 18. Venue is proper in this Court because Defendant transacts business in this County, and the conduct complained of occurred in this County.

STATEMENT OF FACTS

- 19. Feldman was at all relevant times a disabled, HIV-positive San Francisco resident.
- 20. Dr. Feldman resided in unit 884 of the Property ("Feldman's Unit") pursuant to a written lease agreement with Holmes beginning March 2013 until his retaliatory and wrongful, constructive eviction in December of 2019 and the eviction lawsuit filed against him thereafter.
- 21. Feldman's Unit was registered as a rent-controlled unit under the San Francisco Rent Stabilization Ordinance² ("Rent Ordinance") with a monthly rent of \$2800.
- 22. Defendant was a landlord, and Plaintiff was a tenant within the definition of the Rent Ordinance, and Defendant was in a landlord-tenant relationship with Plaintiff at all times relevant herein.
- 23. Plaintiff qualifies as a "person who hires a dwelling" (i.e. a tenant) as defined by California Civil Code Section 1940 and avail themselves of all the rights, remedies and benefits contained therein.
- 24. By way of Plaintiffs long-term tenancy and regular monthly payment of rent, Plaintiff was also a common law tenant of the Property.
- 25. In November of 2019, subtenant Christopher Hefner began to reside with Feldman in Feldman's Unit as a subtenant.

² San Francisco Administrative Code, Chapter 37,23 originally enacted June 13, 1979

- During his tenancy, Dr. Feldman complained about the Property to both Holmes and the San Francisco Building Inspector, for defects in the Property that included but were not limited to: (i) Mold and water leak(s) that were improperly repaired or ignored; (ii) Peeling lead paint; (iii) Exposed electrical wiring; (iv) Overloaded electrical fuse box; (v) malfunctioning and/or missing windows; (vi); No heat/heater dysfunction; (vii) carbon monoxide leak without detector (leading to the death of Dr. Feldman's cat and his losing consciousness and subsequent hospitalization); (viii) Contamination of water supply (causing the hospitalization and serious illness of four adults).
- 27. There were 25 complaints made by Dr Feldman to the San Francisco Department of Building Inspection ("DBI") from 2016 through 2020 detailing the above issues, most notably the water leaks and mold, the lead paint, and the water contamination.
- 28. On May 28, 2019, Feldman wrote to the San Francisco Department of Building Inspection, including Taras Madison, Deputy Director, James Sanbonmatsu, Chief Housing Inspector, and copied Emily Morrison, Human Resource Manager and Jose E. Lopez, Senior Housing Inspector, alleging there were fraudulent inspections and improper abatements of the multiple Notice of Violations ("NOV") issued by DBI, stating in part:

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

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

- 31. Holmes also published the above defamatory statements to Dr. Feldman's neighbors, other tenants, workers who had access to Feldman's apartment, law enforcement, his treatment providers, and to city officials.
- 32. Despite the lack of any police report, complaint or other evidence, Dr. Feldman was banned from UCSF campus and primary medical care and subjected to harassment and humiliation as a result of the allegation made by Holmes that he had committed elder abuse and was dangerous.
- 33. Holmes knew these criminal accusations were false, and made them for the purpose of tarnishing Feldman's reputation, to support her efforts to rid him of the unit, specifically, in order to (i) retaliate against him for making complaints about the Property, (ii) to illegally bypass rent control and related regulations, and (iii) to recover the Property for her own use.
- 34. Instead of any protection from the police, or mandated repair orders from the city, Feldman was constructively evicted when his unit became totally uninhabitable, and it remained that way from December 26, 2019 on, due to the lack of potable water, mold, but also due to the dangerous conditions created by the Defendant and her other tenants, at her direction.
- 35. He wrote to the Defendant that day, and multiple times thereafter, as well as to Defendant's attorney, Daniel Bornstein, to request that water be restored and mold be removed, and to alert him when he needed to be on the Premises for repairs and when he could return.
- 36. He heard nothing in response from either the Defendant or her attorney, until the final days of the Unlawful Detainer proceedings, when Defendant agreed to dismiss the complaint and because the necessary repairs had not been made the mold had not been removed, the water had not been changed or assessed for potability, there was an active water leak flooding the kitchen floor, there was racoon feces all over the back stairs and patio, there was flooding water outside from the absence of proper drains. Dr. Feldman agreed to move out within one month Dr. Feldman agreed to move his

belongings out.

- 37. The long-standing failure to repair the Property rendered Feldman's Unit both uninhabitable and incapable of being occupied thereby forcing him to vacate and thereby, he became entitled to relocation benefits under the California Health and Safety Code, Section 17975, et seq. and San Francisco Rent Ordinance Section 37.9(a)(II), et seq., which Defendants failed to provide.
- 38. Plaintiff had resided in Feldman's Unitas a tenant as defined in the San Francisco Rent Ordinance, with the express and implied knowledge and consent of Defendants, and each of them.
- 39. Defendant expressly and impliedly warranted that Feldman's Unit was a lawful rental unit fit for human habitation, that the Property was and would remain habitable and that they would maintain and repair the Feldman's Unit in such a manner as to keep it habitable and safe to occupy. Instead, Feldman's Unit lacked the basic services and requirements set forth under Civil Code Section 1941 to meet minimum standards of habitability.
- 40. Defendants, and each of them, among other things, expressly and impliedly warranted that Feldman's Unit was and would remain habitable and that they would maintain and repair the Premises in such a manner as to keep it habitable and safe to occupy. Instead, Defendant permitted the Property, specifically Feldman's Unit, to deteriorate into a dilapidated, substandard, uninhabitable and uninhabitable state in bad faith.
- 41. At all times throughout the remainder of Plaintiff's tenancy, Plaintiff was exposed to excessive moisture and airborne contaminants due to Defendants', and each of them, failure to return Feldman's Unit to a habitable condition.
- 42. Feldman's Unit was substandard and uninhabitable due to the Defendant's failure to maintain and repair it, as described herein, which resulted in Dr. Feldman's forced relocation.
- 43. Plaintiff repeatedly requested repairs of the defective conditions with Defendant, who either ignored said requests or responded in an untimely fashion. When requests were responded to, they were addressed in a substandard fashion, without necessary permits and which failed to resolve the substandard, uninhabitable and defective conditions including, but not limited to, failing to resolve the water intrusion defects throughout Feldman's Unit.
 - 44. Defendant's refusal and failure to repair Feldman's Unit and provide housing fit for

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human habitation was in bad faith.

- Plaintiff thereby became entitled to relocation benefits under the California Health and 45. Safety Code, Section 17975, et seq. and San Francisco Rent Ordinance Section 37.LJ(a)(II), et seq., which Defendant failed to provide.
- 46. Plaintiff has a compromised immune system, that made him more susceptible to the environmental contaminants, and while Plaintiff took all necessary steps to mitigate the surface and airborne contaminants, but despite these efforts, they did not respond to treatment.
 - 47. The Property had an extreme direct negative impact on Plaintiff's health
- 48. Defendant had actual and constructive knowledge of the conditions at the Property and within Feldman's Unit, and failed to cure the conditions listed herein.
- 49. Defendant did not perform her obligation under the rental agreement in ways that include, but are not limited to the following
 - a. Breached the warranty of habitability by not making the needed repairs;
 - b. Failed to maintain Feldman's Unitin a safe and habitable condition;
 - c. Denied Plaintiffs peaceable quiet enjoyment of Feldman's Unit and the Property.
- 50. Said defective conditions were not caused by wrongful or abnormal use by Plaintiff or anyone acting under Plaintiff's authority.
- . . 51. As a direct and proximate result of the above conduct and resultant conditions, Plaintiff suffered and continues to suffer severe physical, mental, and emotional pain, injury and distress, including, but not limited to, respiratory ailments, shortness of breath, wheezing, coughing, allergies, eye irritation, interrupted sleep, general discomfort and fatigue, embarrassment, humiliation, discomfort, exacerbation and annoyance, and extreme emotional distress all to their general damage in an amount to be proven at trial.
- 52. As a direct and proximate result of the above acts by Defendant Plaintiff paid excessive rent for the Premises during the length of his tenancy.
- As a direct and proximate result of the above acts by Defendant Plaintiff lost possession 53. of Feldman's Unit.
 - 54. Defendant endeavored to recover possession of Feldman's Unit in bad faith through

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

- a. Refusing to perform effective repairs of the severely dilapidated conditions which rendered Feldman's Unit uninhabitable;
- b. Demanding rent despite Feldman's Unit being in a condition of severe dilapidation and disrepair;
- c. Seeking to force Plaintiff to vacate by permitting his unit to fall into and/or remain in a condition that was substandard, uninhabitable and a threat to the health and safety of Plaintiff, and any occupants, in an effort to recover possession of the rent controlled unit;
- d. Seeking to coerce Plaintiff to not assert his legal rights through intimidation, and harassment,
- e. Refusing to return possession of Feldman's Unit after the completion of repairs and remediation; and
- f. Wrongfully instituting eviction proceedings against him.
- 55. Defendant owed various statutory and non-statutory duties to Plaintiff flowing from her status as owner of the Property, "landlord" as defined by Section 37.2(h) of the San Francisco Administrative Code and property manager, including, but not limited to, duties to maintain Feldman's Unit in a habitable condition and in compliance with local and state statutes, housing and building codes and other obligations stemming from the renting of residential dwellings.
- 56. As a direct and proximate result of the above mentioned conduct, Plaintiff has suffered and continues to suffer damages, all in an amount to be proven at trial.
- 57. As a direct and proximate result of the above conduct, Plaintiff has suffered and continues to suffer the loss of use of his unit, attorneys' fees, and other special damages.
- 58. As a direct and proximate result of the above conduct, Plaintiff has suffered and continues to suffer severe physical, mental, and emotional pain, injury and distress, including, but not limited to respiratory distress, nervousness, fatigue, embarrassment, humiliation, discomfort, exacerbation ands and suffered loss of use of Feldman's Unit, causing general damages in an amount to be proven.
 - 59. Defendants', and each or them, conduct was without right or justification and done for

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

60. Plaintiff is therefore entitled to punitive damages.

CLAIM ONE Constructive Eviction (Against all Defendants)

- 61. The allegations set forth in the above paragraphs are re-alleged and incorporated as restated herein.
- 62. A landlord is liable for constructive eviction where a tenant elects to vacate the premises as a result of the landlord's failure to repair and keep the premises in a condition suitable for the purposes for which they were leased.
- 63. Here, Plaintiff was forced to elect to vacate the Property December 26, 2019 because of the deplorable condition the Defendant created and maintained, by design.
- 64. He wrote to the Defendant that day, and multiple times thereafter, as well as to Defendant's attorney, Daniel Bornstein, to request that water be restored and mold be removed, and to alert him when he needed to be on the Premises for repairs and when he could return.
- 65. The damages recoverable for constructive eviction include the value of the term, less the rent reserved, expenses for removal, for mental anguish, and exemplary or punitive damages. See *Stoiber v. Honeychuck,* 101 Cal. App. 3d 903, 926 (1980).
- 66. Here, Defendant is liable to Plaintiff for an amount to be determined at trial, to include tens of thousands of dollars in relocation costs.

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Retaliatory Eviction

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

- 67. The allegations set forth in the above paragraphs are re-alleged and incorporated as restated herein.
- 68. Defendant acted as described herein, in retaliation for Dr. Feldman complaining about the illegal conditions of the Property and filing complaints related thereto.
- 69. Defendant endeavored to recover, and in fact recovered, possession of the Premises in bad faith, with ulterior reason, and without honest intent, and in a manner not permitted by the San Francisco Administrative Code § 37, et. seq. ("Rent Ordinance") and thereby violated the provisions of the Rent Ordinance § 37.9, et. seq.
- 70. Defendant failed to provide Plaintiff just cause to evict him as required by the Rent Ordinance.
- 71. Defendant's eviction of Plaintiff was lacking in the requisite just cause and was incapable of being remedied as Plaintiff's tenancy was protected from eviction.
- 72. The Rent Ordinance establishes a procedure for assisting persons such as Plaintiff in relocating from dwelling units that have been determined to be sub-standard and/or illegal for residential use.
- 73. The Rent Ordinance establishes a procedure for assisting persons such as Plaintiff in relocating from dwelling units that have been lawfully evicted for "just cause" and in compliance with the Rent Ordinance.
- Pursuant to the terms of the Rent Ordinance, a dislocated tenant is entitled to receive certain payments, among other substantive and procedural rights.
- 75. Defendants failed to provide Plaintiff with any of the benefits and/or assistance required by the Rent Ordinance.
 - Instead, Defendant sought to evict Plaintiff, and refused to repair his unit permanently

77. Section 37.9(f) of the Rent Ordinance provides for an award of not less than three times

recover possession of a rental unit in violation of Chapter 37.9 et. seq., and Plaintiff is entitled to three

the actual damages when a landlord or any other person willfully assists the landlord to endeavor to

times actual damages.

removing him therefrom.

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

79. Section 379(f) of the Rent Ordinance provides for the award of reasonable attorney's fees to the prevailing party in any action brought under this section.

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

CLAIM THREE Negligence Per Se (Against all Defendants)

- 81. Plaintiff realleges and incorporates all prior allegations above as though fully set forth herein.
- 82. Defendant violated their duty of due care to Plaintiff and violated their statutory duties to Plaintiff by violating certain housing, building and fire codes, local ordinances and state statutes, including but not limited to: Civil Code Section 1941, e/ seq., Health & Safety Code section 17920.3, and San Francisco Administrative Code § 37.9, et seq. and 37.10B, et seq.
- 83. At all times relevant, Plaintiff belonged to the class of persons for which these statutes were designed to offer protection. The harm that has befallen Plaintiff is of the type these statutes were designed to prevent.
- 84. As a proximate result of Defendants' negligent violation of statutory duty, as set forth above, Plaintiff has suffered actual, special and general damages as set forth herein and to be proven at

trial.

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CLAIM FOUR Negligence / Personal Injury (Against all Defendants)

- 85. Plaintiff realleges and incorporates all prior allegations above as though fully set forth herein.
- 86. By reason of the landlord-tenant relationship between Defendants and Plaintiff,

 Defendant owed Plaintiff a duty to exercise reasonable care in the ownership, management, inspection,
 and control of Feldman's Unit, which included a statutory duty to comply with all applicable laws
 governing Plaintiffs rights as a tenant and all duties listed below.
- 87. Defendant also owed a duty to exercise reasonable care in maintaining the Property and Feldman's Unit free of defects and/or hazards and in inspecting the Property for same, so as to preclude any person, including Plaintiff, from unreasonable risk of harm.
 - 88. Defendant also owed a duty to warn Plaintiff of any potential and non-obvious hazards.
- 89. The duty to exercise reasonable care owed by Defendant to Plaintiff also included, but was not limited to the following duties the duty to provide Plaintiff with legal, tenantable housing, fit for human occupancy; the duty to refrain from interfering with Plaintiff's full use and quiet enjoyment of the rented residence; and the duty to comply with all applicable state and local laws governing Plaintiffs rights as tenants.
- 90. Defendant, by the acts and omissions alleged herein, were negligent and careless and thereby breached said duties. Defendants also breached their duties to Plaintiff by failing to inspect Feldman's Unit, to repair Feldman's Unit properly, to maintain Feldman's Unit free of defects and hazards, and to warn Plaintiff of the potentially hazardous nature of the contaminants being released into Feldman's Unit.
- 91. As a direct and proximate result of these breaches of duty by Defendants, Plaintiff suffered actual and special damages as herein alleged.
- 92. The aforementioned duties breached by Defendant were breached with knowing and/or reckless disregard for Plaintiff's rights and/or safety and/or health and therefore justify an award of

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

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

- 93. Plaintiff realleges and incorporates all prior allegations above as though fully set forth herein.
- 94. Defendant has violated statutes, including, among others, Civil Code Section 1941, et seq, and Health & Safety Code section 179203 related to the implied warranty of habitability.
- 95. Plaintiff repeatedly notified Defendants, and each or them. both orally and in writing, of these unsanitary, unhealthy and/or defective conditions. Defendants, and each or them failed and/or refused to repair these dangerous and defective conditions within a reasonable time, or at all.
- 96. Accordingly, Defendant had actual and/or constructive notice of each of the defective conditions described above at all relevant times herein.
 - 97. Indeed active NOVs were in place throughout Plaintiff's tenancy.
- 98. Despite such notice, Defendant failed to take the steps necessary to repair said conditions at all times relevant herein.
 - 99. Plaintiff paid Defendant rent during the time they occupied the Property.
- 100. Plaintiff did nothing to cause, create or contribute to the existence of the defective conditions stated above.
- 101. Further, Feldman's Unit as it existed in its defective and dangerous condition, had no rental value whatsoever as a result of its defective and dangerous condition.
- 102. Plaintiff's injuries were a direct and proximate result of Defendants' breach of the statutory warranty of habitability and their failure to repair the defective and dangerous conditions or have them repaired within a reasonable time or at all.
- 103. As a direct and proximate result of the above conduct and resultant conditions in Feldman's Unit, Plaintiff suffered and continues to suffer severe physical, mental, and emotional pain, injury and distress, including, but not limited to, respiratory ailments, shortness of breath, wheezing, coughing, eye irritation, interrupted sleep, general discomfort and fatigue, embarrassment, humiliation,

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

CLAIM SIX Breach of Covenant OF Quiet Enjoyment (Against all Defendants)

- 104. Plaintiff realleges and incorporates all prior allegations above as though fully set forth herein.
- 105. By the acts and omissions described above, Defendant interfered with, interrupted, and deprived Plaintiff of the full and beneficial use of the Property and disturbed Plaintiff's peaceful possession of the Property and Feldman's Unit therein.
- 106. These acts of interference, interruption, deprivation, and disturbance by Defendant amount to a breach of the covenant of quiet enjoyment implied in all rental agreements, and codified in California Civil Code section 1927.
- 107. As a direct and proximate result thereof, Plaintiff has suffered, and continue to suffer, pain, discomfort, annoyance, inconvenience, anxiety, economic loss, loss of use, and mental anguish, all to their detriment in amounts to be determined at trial

CLAIM SEVEN Defamation (Against All Defendants)

- 108. PLAINTIFF incorporates by reference all of the allegations in the above paragraphs as though fully stated in this cause of action.
- 109. Defendant intentionally and knowingly made false statements about Dr. Feldman, statements that included false allegations that he had committed a crime, published these statements to third parties, those parties reasonably understood the statements to mean that Dr. Feldman was dangerous, that he committed the crime of elder abuse and attacked the Defendant and her other tenants, and that he should be feared.
 - 110. As a result, he suffered a loss of reputation, he was banned from the UCSF campus

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

CLAIM EIGHT Intentional Infliction of Emotional Distress (Against all Defendants)

- 111. PLAINTIFF incorporates by reference all of the allegations in the above paragraphs as though fully stated in this cause of action.
- 112. The acts of Defendant, as alleged herein were extreme and outrageous and done with conscious disregard for the rights of Plaintiff Defendants knew that Plaintiff was susceptible to additional discomfort as a result of the conduct described, knew that the conduct adversely affected him, had the wherewithal to avoid the conduct, yet consciously failed and refused to do s
- 113. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered, and continues to suffer, severe mental, emotional, and physical distress, pain, and suffering, all to Plaintiff's general and punitive damage, in an amount to be proven at trial.

CLAIM NINE Unlawful Business Practice (Against all Defendants)

- 114. PLAINTIFF incorporates by reference all of the allegations in the above paragraphs as though fully stated in this cause of action.
- 115. Plaintiff, bring this cause of action under Business and Professions Code § 17200 et seq. as private person affected by the acts described in this complaint.
- 116. Plaintiff, in bringing this action, is suing as an individual, and on behalf of the public at large.
- 117. At all times relevant times herein, Defendant was conducting business under the laws of the State or California and the City and County or San Francisco,
- 118. In conducting said business, Defendant was obligated to comply with applicable California and San Francisco laws.

- 119. By failing to comply with State and local law and common law obligations relating to lessors of residential premises, as alleged herein, all of which resulted in the constructive eviction of Plaintiff, as heretofore alleged, Defendant acted in contradiction to the law and are engaged in unfair and unlawful business practices California Business and Professions Code section 17200 et seq, prohibits unfair competition in the form of any unlawful, unfair, deceptive or fraudulent business practice.
- 120. California Health and Safety Code Section 17920 et seq sets forward minimum conditions for habitable premises. California Health and Safety Code Section 17920.3 (n) states that all buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies are deemed substandard and, as a matter of law, uninhabitable.
- 121. California Health and Safety Code Section 17922 established the Uniform Building Code as a minimum standard for habitability.
 - 122. California Civil Code Section 1941 et seg sets forth minimum standards for habitability.
- 123. California Civil Code Section 1941.1 states that a dwelling is untenantable if it fails to meet certain health and safety requirements such as being free of vermin, having adequate heating facilities, and meeting the proper electrical, plumbing and other building codes in effect at the time of installation.
- 124. California Health and Safety Code § 17980.7 (d)(1) provides for payment of attorneys fees where a condition is found to exist which endangers health and safety and a tenant has to seek legal redress of their grievance.
- 125. The San Francisco Rent Ordinance ("The Ordinance") Chapter 37.9 of the San Francisco Administrative Code, establishes conditions under which Tenants may be charged; ncreases in rent and/or under which they may be evicted.
- 126. By failing and refusing to comply with their legal obligations under California Civil Code Section 1950.5, and Chapter 49 of the San Francisco Administrative Code, Defendant engaged in unfair business practices.
 - 127. Plaintiff is informed and believes and thereupon alleges that the acts of Defendant as

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

- 128. Plaintiff is informed and believes and thereupon allege that Defendants, as a pattern and practice engage in such unlawful business practice as aforementioned, directly having effect upon other members of the public to whom Defendants have legal obligations.
- 129. Plaintiff is informed and believes and thereupon allege that Defendants have been unjustly enriched by their violations of their legal obligations as landlords and lessors of residential property and related provisions of the Business and Professions Code, which thereby justifies the award of restitution in an amount to be proven at trial, including but not limited to attorney fees and injunctive relief, enjoining Defendants from future unlawful or unfair business practice.
- 130. Plaintiff is informed and believes and thereupon allege that Defendants, as a pattern and practice engage in such unlawful business practice as aforementioned, directly having effect upon other members of the public to whom Defendants have legal obligations.
- 131. Plaintiff is informed and believes and thereupon allege that Defendants have been unjustly enriched by their violations of their legal obligations as landlords and lessors of residential property and related provisions of the Business and Professions Code, which thereby justifies the award of restitution in an amount to be proven at trial, including but not limited to attorney fees and injunctive relief, enjoining Defendants from future unlawful or unfair business practice

CLAIM TEN Nuisance (Against all Defendants)

- 132. Plaintiff realleges and incorporates all prior allegations above as though fully set forth herein.
- 133. Plaintiff, by virtue of their rental of Feldman's Unit, had at all relevant times, a property interest in Feldman's Unit. Defendants' conduct in creating and maintaining a nuisance premises in the manner described herein, was injurious to Plaintiffs health, offensive to Plaintiffs senses, and interfered with their comfortable enjoyment of life, personal property, and their interest in Feldman's Unit.
 - 134. Defendants created and maintained the deficient conditions in Feldman's Unitby failing

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

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

RELIEF SOUGHT

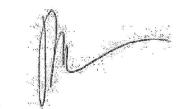
Plaintiff FELDMAN seeks judgment against Defendant HOLMES and against DOES I through 10 as follows:

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

DATED: July 28, 2021

Respectfully submitted,

AUSTIN LAW GROUP



By:

Julien Swanson, Esq.
Attorney for Plaintiff FELDMAN

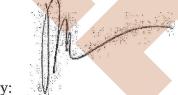
JURY TRIAL DEMAND

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

DATED: July 28, 2021

Respectfully submitted,

AUSTIN LAW GROUP



By:

Julien Swanson, Esq.
Attorney for Plaintiff FELDMAN



[Proposed] Order Granting in Part and Denying in Part Defendant's Motion for Summary Adjudication

Feldman v. Holmes

treble damages in the third cause of action. Motion for Summary Adjudication is framed by the pleadings. Moving party fails to point to any part of the third cause of action claiming treble damages by paragraph or page/line number. The Court took judicial notice of the Complaint and could not locate any request for treble damages within the third cause of action, pages 12:15-13:1.

Accordingly, IT IS HEREBY ORDERED that judgment be entered in favor of Defendant HOLMES on Plaintiff's second cause of action for damages pursuant to the San Francisco Residential Rent Stabilization and Arbitration Ordinance.

DATED:

JUDGE OF THE SUPERIOR COURT

RONALD E. QUIDACHAY

Feldman v. Holmes



USAO ATTORNEY'S FEES MATRIX — 2015-2021

Revised Methodology starting with 2015-2016 Year

Years (Hourly Rate for June 1 – May 31, based on change in PPI-OL since January 2011)

Experience	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
31+ years	568	581	602	613	637	665
21-30 years	530	543	563	572	595	621
16-20 years	504	516	536	544	566	591
11-15 years	455	465	483	491	510	532
8-10 years	386	395	410	417	433	452
6-7 years	332	339	352	358	372	388
4-5 years	325	332	346	351	365	380
2-3 years	315	322	334	340	353	369
Less than 2 years	284	291	302	307	319	333
Paralegals & Law Clerks	154	157	164	166	173	180

Explanatory Notes

- 1. This matrix of hourly rates for attorneys of varying experience levels and paralegals/law clerks has been prepared by the Civil Division of the United States Attorney's Office for the District of Columbia (USAO) to evaluate requests for attorney's fees in civil cases in District of Columbia courts. The matrix is intended for use in cases in which a feeshifting statute permits the prevailing party to recover "reasonable" attorney's fees. See, e.g., 42 U.S.C. § 2000e-5(k) (Title VII of the 1964 Civil Rights Act); 5 U.S.C. § 552(a)(4)(E) (Freedom of Information Act); 28 U.S.C. § 2412(b) (Equal Access to Justice Act). The matrix has not been adopted by the Department of Justice generally for use outside the District of Columbia, or by other Department of Justice components, or in other kinds of cases. The matrix does **not** apply to cases in which the hourly rate is limited by statute. See 28 U.S.C. § 2412(d).
- 2. A "reasonable fee" is a fee that is sufficient to attract an adequate supply of capable counsel for meritorious cases. See, e.g., Perdue v. Kenny A. ex rel. Winn, 559 U.S. 542, 552 (2010). Consistent with that definition, the hourly rates in the above matrix were calculated from average hourly rates reported in 2011 survey data for the D.C. metropolitan area, which rates were adjusted for inflation with the Producer Price Index-Office of Lawyers (PPI-OL) index. The survey data comes from ALM Legal Intelligence's 2010 & 2011 Survey of Law Firm Economics. The PPI-OL index is available at http://www.bls.gov/ppi. On that page, under "PPI Databases," and "Industry Data (Producer Price Index PPI)," select either "one screen" or "multi-screen" and in the resulting window use "industry code" 541110 for "Offices of Lawyers" and "product code" 541110541110 for "Offices of Lawyers." The average hourly rates from the 2011 survey data are multiplied by the PPI-OL index for May in the year of the update, divided by 176.6, which is the PPI-OL index for January 2011, the month of the survey data, and then rounding to the nearest whole dollar (up if remainder is 50¢ or more).
- 3. The PPI-OL index has been adopted as the inflator for hourly rates because it better reflects the mix of legal services that law firms collectively offer, as opposed to the legal services that typical consumers use, which is what the CPI-

Legal Services index measures. Although it is a national index, and not a local one, *cf. Eley v. District of Columbia*, 793 F.3d 97, 102 (D.C. Cir. 2015) (noting criticism of national inflation index), the PPI-OL index has historically been generous relative to other possibly applicable inflation indexes, and so its use should minimize disputes about whether the inflator is sufficient.

- 4. The methodology used to compute the rates in this matrix replaces that used prior to 2015, which started with the matrix of hourly rates developed in *Laffey v. Northwest Airlines, Inc.* 572 F. Supp. 354 (D.D.C. 1983), *aff'd in part, rev'd in part on other grounds*, 746 F.2d 4 (D.C. Cir. 1984), *cert. denied*, 472 U.S. 1021 (1985), and then adjusted those rates based on the Consumer Price Index for All Urban Consumers (CPI-U) for the Washington-Baltimore (DC-MD-VA-WV) area. The USAO rates for years prior to and including 2014-15 remains the same as previously published on the USAO's public website.
- Normally, an attorney's experience will be calculated starting from the attorney's graduation from law school. Thus, the "Less than 2 years" bracket is generally applicable to attorneys in their first and second years after graduation from law school, and the "2-3 years" bracket generally becomes applicable on the second anniversary of the attorney's graduation (*i.e.*, at the beginning of the third year following law school). See Laffey, 572 F. Supp. at 371. An adjustment may be necessary, however, if the attorney's admission to the bar was significantly delayed or the attorney did not otherwise follow a typical career progression. See, e.g., EPIC v. Dep't of Homeland Sec., 999 F. Supp. 2d 61, 70-71 (D.D.C. 2013) (attorney not admitted to bar compensated at "Paralegals & Law Clerks" rate); EPIC v. Dep't of Homeland Sec., 982 F. Supp. 2d 56, 60-61 (D.D.C. 2013) (same). The various experience levels were selected by relying on the levels in the ALM Legal Intelligence 2011 survey data. Although finer gradations in experience level might yield different estimates of market rates, it is important to have statistically sufficient sample sizes for each experience level. The experience categories in the current USAO Matrix are based on statistically significant sample sizes for each experience level.
- 6. ALM Legal Intelligence's 2011 survey data does not include rates for paralegals and law clerks. Unless and until reliable survey data about actual paralegal/law clerk rates in the D.C. metropolitan area become available, the USAO will compute the hourly rate for Paralegals & Law Clerks using the most recent historical rate from the USAO's former *Laffey* Matrix (*i.e.*, \$150 for 2014-15) updated with the PPI-OL index. The formula is \$150 multiplied by the PPI-OL index for May in the year of the update, divided by 194.3 (the PPI-OL index for May 2014), and then rounding to the nearest whole dollar (up if remainder is 50¢ or more).
- 7. The attorney's fees matrices issued by the United States Attorney's Office are intended to facilitate the settlement of attorney's fees claims in actions in which the United States may be liable to pay attorney's fees to the prevailing party and the United States Attorney's Office is handling the matter. The United States Attorney's Office is presently working to develop a revised rate schedule, based upon current, realized rates paid to attorneys handling complex federal litigation in the District of Columbia federal courts. This effort is motivated in part by the D.C. Circuit's urging the development of "a reliable assessment of fees charged for complex federal litigation in the District." *D.L. v. District of Columbia*, 924 F.3d 585, 595 (D.C. Cir. 2019). This new matrix should address the issues identified by the majority in *D.L.*, but it is expected that it will be some time before a new matrix can be prepared. In the interim, for matters in which a prevailing party agrees to payment pursuant to the matrices issued by the United States Attorney's Office, the United States Attorney's Office will not demand that a prevailing party offer the additional evidence that the law otherwise requires. *See Eley*, 793 F.3d at 104 (quoting *Covington v. District of Columbia*, 57 F.3d 1101, 1109 (D.C. Cir. 1995)) (requiring "evidence that [the] 'requested rates are in line with those prevailing in the community for *similar services*").

Armstrong Declaration to Support Award for Attorney Fees

STEVEN S. ABERN, SBN 148690 1 HAAPALA, THOMPSON & ABERN, LLP 1939 Harrison Street, Suite 800 2 Oakland, California 94612 **ELECTRONICALLY** Telephone: (510) 763-2324 3 FILED Facsimile: (510) 273-8534 Superior Court of California, E-Mail: sabern@htalaw.com 4 County of San Francisco 04/24/2024 5 NOLAN S. ARMSTRONG (State Bar No. 241311) **Clerk of the Court** MCNAMARA, AMBACHER, WHEELER, HIRSIG & GRAY LLP **BY: SANDRA SCHIRO** 6 3480 Buskirk Avenue, Suite 250 **Deputy Clerk** Pleasant Hill, CA 94523 7 Telephone: (925) 939-5330 Facsimile: (925) 939-0203 8 E-Mail: nolan.armstrong@mcnamaralaw.com 9 Attorneys for Defendant LINDA STEINHOFF HOLMES 10 11 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO 12 **UNLIMITED JURISDICTION** 13 DANIEL FELDMAN, Ph.D., Case No. CGC-21-594129 14 Plaintiff, Assigned for All Purposes to Dept. 206 15 v. DECLARATION OF NOLAN ARMSTRONG IN SUPPORT OF 16 LINDA STEINHOFF HOLMES, an **DEFENDANT LINDA HOLMES'S** individual; and DOES 1-10, inclusive, MOTION FOR AWARD OF 17 ATTORNEY'S FEES AND COSTS Defendants. PURSUANT TO SFAC §37.9(f) 18 May 24, 2024 Date: 19 Time: 9:30 a.m. Dept: 501 20 21 I am an attorney at law duly admitted and licensed to practice before all the courts of the 1. 22 State of California. I am a partner with the law firm of McNamara, Ambacher, Wheeler, Hirsig 23 & Gray, counsel of record for the Defendant Linda Steinhoff Holmes in the above-captioned 24 action. I have personal knowledge of the matters stated herein and would so testify. 25 2. Throughout the pendency of this litigation, Defendant has been defended by two liability 26 insurance carriers; Allstate and CSAA. Those carriers retained separate counsel because they 27 had different times on the risk. Both carriers are defending subject to a reservation of rights. 28 ///

Feldman v. Holmes

Declaration Of Nolan Armstrong In Support Of Defendant Linda Holmes's Motion For Award Of Attorney's Fees And Costs Pursuant To Sfac §37.9(F)

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- My firm has been retained by CSAA to defend Ms. Holmes. We have been co-defending 3. with counsel retained by Allstate; first with the Rankin|Stock|Haeberlin|O'Neal firm from January 2022 until the end of August 2023, and thereafter with the Haapala, Thompson & Abern firm.
- 4. My former partner, Lisa Roberts, and I have been the primary handling attorneys for this litigation in our firm. Additional work was performed by my former associate, Dominique Marangoni-Simonsen. before she left the firm in August 2022.
- 5. I have been the sole handling attorney since Ms. Roberts retired in February 2023. I was admitted to the bar in 2005. In my 17 years of litigation experience, I have defended well over 100 landlord-tenant matters. Pursuant to the Laffy Matrix, the reasonable hourly rate for my work is \$591.
- Ms. Roberts was admitted to the bar in 1989. According to the Laffy Matrix, the reasonable hourly rate for attorneys with 23 years of experience is \$621.
- 6. Ms. Marangoni-Simonsen was admitted to the bar in 2021. According to the Laffy Matrix, the reasonable hourly rate for attorneys with less than 2 years experience is \$333.
- I have reviewed my firm's billing transaction history and have determined that I spent 6. 40.9 hours working on the case on behalf of Defendant Holmes as of February 2024. At an hourly rate of \$591, the reasonable value of the time I spent defending the matter was \$24,171.90.
- Prior to her retirement, Ms. Roberts spent 58.9 hours working on the defense of this case. At an hourly rate of \$621, the reasonable value of the time she spent defending the matter was \$36,576.90.
- 9. Prior to leaving the firm, Ms. Marangoni-Simonsen spent 22.4 hours working on the defense of the case. At an hourly rate of \$333, the reasonable value of the time she spent defending the matter was \$7,459.20.
- 26 10. I therefore calculate the reasonable attorney's fees for my firm's work on the litigation to be \$68,208. 27
 - The number of hours billed by my firm was reasonable. Plaintiff has produced in 11.

discovery many hundreds of pages of documents and several lengthy videos. Those all had to be reviewed and analyzed. During his six-and-a-half-year tenancy, Plaintiff complained to the Department of Building Inspection at least 21 times. Those all had to be reviewed and analyzed. Plaintiff has dubiously alleged that the apartment was infested with mold and that Defendant somehow contrived, in conspiracy with other tenants in the building, to taint the water supply to his apartment which resulted in his hospitalization and contributed to the death of his domestic partner. He has alleged that Defendant conspired with Department of Building Inspection officials, the police and other public officials to obtain impunity. He has alleged that Defendant and her counsel conspired with others to set him up to be arrested for assault with a deadly weapon. Those claims all had to be reviewed and analyzed. In short, Plaintiff has presented an extraordinarily complex and idiosyncratic claim which has caused defense counsel to spend more time than is usual to mount a defense. Most of that time implicates the defense of the SFAC §37.9 claim.

11. The risks faced by a Defendant who is sued under Section 37.9 are unique insofar as they include the risk of an award of treble damages in addition to an award of attorney's fees and costs. CSAA, which company retained my firm, has been providing a defense subject to a reservation of rights. Accordingly, my firm made the defense of the Section 37.9 claim the primary focus of our efforts because that claim was the only claim that carried such an onerous risk and because it implicated damages for which coverage was disputed. I estimate that Ms. Roberts and I expended at least 50% of the time billed by our firm on the case to defending the Section 37.9 claim.

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

Dated: April 9, 2024

NOLAN ARMSTRONG

Unfiled Plaintiff's Ex Parte Motion for Continuance of Defense Motion for Award of Attorney Fees

1	DANIEL J. FELDMAN, PH.D
2	13647 Aragon Way Apt 303 Louisville, KY 40245
3	Tel: (307) 699-3223
4	Email: danieljfeldmanphd@gmail.com
5	PLAINTIFF PRO SE
6	SUPERIOR COURT OF THE STATE OF CALIFORNIA
7	FOR THE COUNTY OF SAN FRANCISCO
8	UNLIMITED JURISDICTION
9	
10	
11	DANIEL FELDMAN, PH.D.) Case Number: CGC 21-594129
12	Plaintiff,) PLAINTIFF'S EX PARTE MOTION FOR
13	vs. CONTINUANCE OF DEFENDANT'S MOTION FOR ATTORNEY FEES
14	CURRENTLY SET FOR MAY 24, 2024.
15	LINDA STEINHOFF HOLMES, AND DOES) Date: May 24, 2024
16	Defendants.) Time: 9:00 a.m.) Location: Department 501
17) Judge: Hon. Charles F. Haines,
18) Judge Presiding
19	
20	COMES NOW Plaintiff DANIEL FELDMAN, pro se, and would respectfully move
21	this Court for an order Creating a Continuous of Mations Hawing augmently get for
22	this Court for an order Granting a Continuance of Motions Hearing currently set for
23	Friday, May 24, 2024, at 9:30am in Department 501.
24	The Plaintiff requests the court issue an order that this hearing not be held before
25	In a 24 2024 due to entre andir any sinony stances outside of any control involving
26	June 24, 2024, due to extraordinary circumstances outside of my control involving
27	technical issues and extortion that have unfairly compromised me from communicating
28	with the court for the previous six months until today, May 23, 2024. This motion is based

1	on this notice, the attached declarat	ion, the proposed order, and all records and papers on
2	file in this action.	
3		Very Respectfully,
4		,,, ,
5		
6	Dated: May 23, 2024	Daviel D. Foldman
7		DANIEL FELDMAN, PH.D.
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Unfiled Plaintiff's Declaration in Support of Ex Parte Motion for Continuance

1 2	DANIEL J. FELDMAN, PH.D 13647 Aragon Way Apt 303 Louisville, KY 40245		
3	Tel: (307) 699-3223 Email: danieljfeldmanphd@gmail.com		
4 5	PLAINTIFF PRO SE		
6	SUPERIOR COURT OF THE	STATE OF CALIFORNIA	
7	FOR THE COUNTY OF SAN FRANCISCO		
8	UNLIMITED JURISDICTION		
9			
11	DANIEL FELDMAN, PH.D.) Case Number: CGC 21-594129	
12 13	Plaintiff,	 PLAINTIFF'S DECLARATION IN SUPPORT OF EX PARTE MOTION FOR CONTINUANCE OF DEFENDANT'S 	
14 15	vs. LINDA STEINHOFF HOLMES, AND DOES) MOTION FOR ATTORNEY FEES) Date: May 24, 2024	
16 17	Defendants.) Time: 9:00 a.m.) Location: Department 501) Judge: Hon. Charles F. Haines,) Judge Presiding 	
18 19 20	I, DANIEL FELDMAN, PLAINTIFF	in the above matter declare as follows to	
21 22	be true under penalty of perjury:		
2324	1. TECHNICAL ISSUE THAT REMO	OVED ME AS PLAINTIFF ON THIS	
2526	CASE FROM APPROVED E-FILING VENDORS FROM MID-JANUARY UNTIL		
27	MAY 20, 2024		
28	- Due to a formatting change in the	e data supplied by the San Francisco	
29	Superior Court, my name was stripped in the submission of data to approved e- PLAINTIFF'S DECLARATION IN SUPPORT OF EX PARTE MOTION FOR CONTINUANCE		

filing vendors, having something to do with the punctuation that was put into my last name when this case was initially opened.

- The vendors insisted that the issue was coming from the SFSC data feed, yet refused to intervene on my behalf or even provide documentation, telling me to take it up with the Court Clerks myself. And yet, the Clerks, as helpful as they were in exploring options for why the issue was occurring, insisted that it was either something I was doing incorrectly or a vendor-specific issue, and initially refused to work with the vendors to determine the source of the issue.

This issue significantly impacted my ability to Oppose the Motion for Summary Adjudication, despite being told that my answers that I sent complimentary copies to both the opposing side and the clerks would be able to be filed "within a couple of days." I was the Opposing Party for that Motion and both parties were present, a condition that should have afforded me the ability to make an oral argument at that hearing according to the SFSC rules that were accurately quoted in the Defense' Declaration supporting that motion. And yet, during that hearing, I was muted and told by the Court that I had an opportunity to oppose the motion in writing and had previously declined to file anything, and as such, I forfeit any oral argument during the hearing. Therefore, Summary Adjudication was granted in part based on an entirely frivolous claim by the Defense that I was not permitted to Oppose, due to a technical matter in filing and a denied opportunity to make an oral argument during the hearing. Defense counsel, as barred attorneys, should have raised the point during the hearing when I was unfairly denied to

make an oral argument, but they said nothing.

- In March, after being told erroneously that the eFiling glitch would be resolved, Lattempted to file a Motion for Reconsideration within the Court rules and guidelines. Once again, I was not listed as the Plaintiff in this matter at three different e-filing vendors. As Honorable and Emeritus Ronald Quidachay had signed the Order, the Reconsideration needed to be heard before him, and his calendar is not available to the public, the Department Clerks would be needed in order to pick a hearing date for that Motion. Despite several requests in writing and in voicemails to the Department 501 clerks for assistance in getting a hearing date, the timeline for responding with the Motion for Reconsideration lapsed. The filing Clerks, in response to my inquiries as what to do in a Judge Emeritus situation when the Department Clerks do not respond, while refusing to provide legal assistance, suggested that I file the Motion for Reconsideration with a Date of Hearing "to be determined" later once the Court Clerks were able to attain a date from Judge Quidachay. A vendor working with the SFSC clerks were able to make a temporary patch to get my Motion for Reconsideration through the system to be efiled, which required an entire day of me sitting on the phone coordinating between the vendor and SFSC. In lieu of all of my troubles and inquiries to Department 501 regarding the filing of this Motion for Reconsideration also explained in a letter sent with the Courtesy Copy, the Department 501 Clerks rejected my filing because it had no hearing date.

- The issue with not being listed as the Plaintiff or party that could file

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persisted through my being able to Oppose the current Motion. Last week, one of the vendors worked closely with the eFiling clerks, and over the course of several days, it appears that I am now listed as the Plaintiff in this matter once again.

This technical error led to significant delays and miscommunications, affecting my ability to comply with court requirements and respond to motions during that period, and I need a stay to be able to present these arguments to this court, particularly, the frivolous claim that the Defendant made that I surrendered possession of my apartment on December 26, 2019, and that using that date, the filing of this complaint missed the Statute of Limitations. In fact, it was clear to them and to anyone who is literate that they had an Unlawful Detainer filed in SFSC against me until September 15, 2020, when they Dismissed the case as they had no evidence, law, or fact, to support my eviction. On that date, I voluntarily agreed to surrender possession on October 15, 2020, nearly 10 months later than their frivolous claim that somehow I missed the Statute of Limitations filed only nine months later.

- The Motion on calendar now is to decide on my payment of attorney fees that were awarded due to their partial win based on their frivolous claim. As frivolous as the date they lied to this Court to argue that I missed statute of limitations, they make an even more ridiculous argument that it required the work of five seasoned attorneys to make argument on statute of limitations, which requires no discovery, no depositions, little legal case review, that amounts to

hundreds of hours of their time to the tune of \$88,000. The only reason these ridiculous claims have continued to cost the time of the courts and my time and resources as Plaintiff is due to a technical error outside of my control that hindered my communications thus far.

7 8

2. EXTORTION

- Knowing that I would be delayed in making an opposition to this motion, I took up the proposition of a friend who used to be a an attorney for the US Army and that he had agreed to help me writing these arguments. Glenn Bowens was a licensed attorney in South Carolina until a couple of years ago when his license lapsed. However, he is a former patient of mine and who, according to him, I have saved his life three times. And as such, he eagerly wanted to help me on this case for free.

- On Friday May 17th, he came into town, where I rented a hotel room where we sequestered and wrote the necessary documents that we intended to file on Monday morning. By the end of Monday, the documents still needed a little bit of work, and we planned to send them off on Tuesday afternoon following a doctor appointment that I had.

- When I came back to the hotel room from the appointment, I found that my computers, files, all my possessions that I had there had been taken, and Mr. Bowens had left a text message that he had returned to his home in Lexington, KY.

1	- I filed a police report with the Lyndon Police Department (LYND240496),
2	and my mother and I drove to Lexington KY to interact with the police there. In
3	Lexington, when we arrived, most of my possessions were in his living room and
5	were able to be recovered. But upon returning home there several things missing
6	and my computer had been tampered with.
7 8	- For the last two days, my mother and I have received many threats of
9	extortion. Mr. Bowens claims, in his opinion with 30 years of experience as a trial
10	attorney, I have a very strong case to win especially considering the evidence.
11	Although he had agreed to pro bono legal services, instead of coming up with a bill
12 13	of sale or asking me for money, he decided the best course of action was to hold my
14	case ransom by withholding documents from me that were necessary to be filed,
15	leveraging the stress that I have had dealing with not being able to file for the
16 17	previous six months.
18	- I am currently working with local detectives to stop the extortion and the
19	threats that are coming hourly. I also need to reproduce from memory all of the
20	documents that we worked on for about five days.
21 22	- This incident has occurred this week, including this morning. I have
23	called Department 501 Clerks at open of business today and again around lunch
24	and have had no response. This has severely impacted my ability to prepare and fil
25 26	necessary documents.

1	3. IMPACT:	
2	- The combination of these extraordinary circumstances has prevented me	
3	from filing necessary documents and participating fully in the case.	
5		
6	4. REQUEST FOR RELIEF:	
7 8	- I respectfully request an extension of four weeks to allow time to resolve	
9	these issues and adequately prepare my arguments to the dozens of filings made by	
10	the Defense, including the frivolous ones that have cost both the court's time as well	
11	as my own.	
12 13	- I request the Court's assistance in acknowledging the impact of these	
14	extraordinary circumstances on my ability to participate in the legal process.	
15	I declare under penalty of perjury under the laws of the State of California	
16 17	that the foregoing is true and correct.	
18		
19	Very Respectfully,	
20		
21	Dated: May 23, 2024 July 7. Feldung	
22 23	DANIEL FELDMAN, PH.D.	
24		
25		
26		
27		
28		
29		

PLAINTIFF'S DECLARATION IN SUPPORT OF EX PARTE MOTION FOR CONTINUANCE

Unfiled SETTLEMENT AGREEMENT AND RELEASE

SETTLEMENT AGREEMENT AND RELEASE

The following individuals and/or entities are the "Parties to the Agreement" or "Parties" of this written Settlement Agreement and Release ("Agreement"):

1.0 PARTIES TO THE AGREEMENT

- 1.1 Plaintiff DANIEL FELDMAN, Ph.D., and;
- 1.2 Defendant LINDA STEINHOFF HOLMES.

2.0 RECITALS AND INTENT

- **2.1** The Parties named in Section 1.0 have been involved in a lawsuit entitled *Daniel Feldman PhD v. Linda Steinhoff Holmes* Action No. CGC-21-594129 in the Superior Court, County of San Francisco (hereinafter "the Litigation"). The Litigation has involved claims by Plaintiff arising from his occupancy as a tenant in the real property commonly known as 884 14th Street, San Francisco, California (the "Premises"), which Premises were owned and managed by Defendant.
- 2.2 The parties hereto intend by this Agreement that Plaintiff will release Defendant from all claims that were, or could have been, brought by him in the Litigation, including all claims arising from or related to Plaintiff's occupancy in the Premises and the termination of his tenancy, in exchange for a waiver of any and all attorney's fees and costs.

3.0 SETTLEMENT

- 3.1 In consideration of the covenants and releases contained in this Agreement, Defendant agrees to waive any and all attorney's fees and costs to which she may be entitled in the Litigation.
- 3.2 The Court shall retain jurisdiction to enforce the terms of this Agreement pursuant to CCP §664.6.

4.0 RELEASE TERMS

4.1 Plaintiff DANIEL FELDMAN, Ph.D., as well as his representatives, beneficiaries, heirs, executors, administrators, assignors, assignees, trustees, estates, family members, predecessors in interest, successors in interest, insurance companies, agents, and attorneys, does hereby release and forever discharge Defendant LINDA STEINHOFF HOLMES, as well her principals, officers, directors, employees, successors in interest, insurance companies, agents, property managers, attorneys, expert consultants and all other persons, of and from all claims, liens, demands, actions and causes of action whatsoever and including those referred to below, known or unknown, existing, claimed to exist, or resulting from, or in connection with (i) the action titled *Daniel Feldman PhD v. Linda Steinhoff Holmes* Action No. CGC-21-594129 in the Superior Court, County of San Francisco and (ii) Plaintiff's occupancy and/or tenancy of the Premises at any time. This is a full and final release applying to any and all claims asserted in Plaintiff's Complaint as it pertains to Defendant LINDA STEINHOFF HOLMES, as well as any and all claims whatsoever, any and all damages, rights, remedies, including all unknown and

unanticipated damages, as to Defendant LINDA STEINHOFF HOLMES arising from or in any related to Plaintiff's tenancy, possession, occupation of the subject property located at 884 14th Street, San Francisco, California, and those related to the termination of his tenancy, including those sounding in tort, contract, California statutory and/or common law, tort and/or contract, and includes as well those now known, anticipated, or disclosed.

- 4.2 The Parties hereto understand and acknowledge that it is possible that other damages or claims not now known will develop or be discovered or consequences or results of known damages will develop or be discovered, and therefore, it is understood and agreed that this final compromise and release is expressly intended to cover and include, and does cover and include, all such future damages or rights of action thereof.
- 4.3 The Parties each understand and agree that the released claims contemplated by this Settlement Agreement and Release include all claims described herein of every nature and kind whatsoever whether known or unknown, suspected or unsuspected, and hereby expressly waive all rights under Section 1542 of the Civil Code of the State of California, which provides as follows:

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

The Parties each acknowledge and assume the risk that they may hereafter discover facts different from, or in addition to, those which they now know or believe to be true with respect to the released claims and agree that this Settlement Agreement and Release and the releases and covenants contained herein shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

- 4.4 Plaintiff warrants and represents that he shall be solely responsible for any and all lien claims and reimbursement rights asserted by any of Plaintiff's medical providers, insurers, employers, or governmental agencies, including but not limited to MediCal/Department of HealthCare Services and Medicare. Plaintiff warrants and represents that he shall negotiate and or otherwise resolve any and all lien claims/demands for reimbursement for medical treatment or benefits received by Plaintiff, that he shall be solely responsible for the same, and he herein expressly agrees to defend, indemnify and hold Defendant, her attorneys, and respective insurance companies and affiliates, harmless from same.
- 4.5 Each Party hereto shall bear his or her own attorney's fees and costs of suit, except as necessary to enforce the terms of this agreement.

5.0 OTHER PROVISIONS

5.1 The Parties hereto expressly recognize that this is a compromise settlement of a disputed claim and that the payment in consideration of this release shall not be construed to be an admission of liability to any party to this Settlement Agreement and Release or to any other person whomsoever by the parties hereto, or by any other person, association, or corporation.

- **5.2** This Settlement Agreement and Release shall be construed and enforced in accordance with the laws of the State of California.
- **5.3** This Settlement Agreement and Release shall bind the heirs, personal representatives, agents, insurers, successors, and assigns of the Parties, and shall inure to the benefit of the Parties hereto, their agents, employees, servants, insurers, successors, and assigns.
- 5.4 The Parties to the Settlement Agreement and Release hereto stipulate that any common law or statutory provision that an ambiguous term be construed against the maker of this Release is hereby waived.
- 5.5 In the event any paragraph or provision of this Settlement Agreement and Release is held to be void and/or unenforceable, the remaining provisions of this Settlement Agreement and Release shall nevertheless be binding upon the Parties to the Settlement Agreement with the same force and effect as though the void or unenforceable part had been severed and deleted.
- 5.6 Each of the Parties to this Settlement Agreement and Release warrants that it is empowered and entitled to give a complete release and discharge, and each signatory represents and warrants that they have actual authority to bind the Parties to the terms of this Settlement Agreement and Release.
- 5.7 The Parties to the Settlement Agreement and Release will indemnify and hold harmless any other Parties to the Settlement Agreement from any loss incurred directly or indirectly by reason of any intentional misrepresentation herein by said Party.
- 5.8 The Parties to the Settlement Agreement and Release hereto acknowledge that, in entering into this Settlement Agreement and Release, they have sought and obtained, or otherwise waived, the advice of legal counsel and, in executing this Settlement Agreement and Release, do so with full knowledge of its significance and legal consequences.
 - 5.9 This Settlement Agreement and Release may be executed in counterparts.

SO AGREED:	
DATED:	
	Plaintiff DANIEL FELDMAN, Ph.D.
DATED:	
	Defendant LINDA STEINHOFF HOLMES

APPROVED AS TO FORM:

DATED: NOLAN S. ARMSTRONG, ESQ. McNamara, Ambacher, Wheeler, Hirsig & Gray LLP Attorney for Defendant DATED: STEVEN ABERN, ESQ. Haapala, Thompson & Abern LLP Attorneys for Defendants



1 2 3	DANIEL J. FELDMAN, PH.D 13647 Aragon Way Apt 303 Louisville, KY 40245 Tel: (307) 699-3223 Email: danieljfeldmanphd@gmail.com ELECTRONICALLY FILED Superior Court of California, County of San Francisco 07/08/2024 Clerk of the Court		
4	BY: MADONNA CARANTO Deputy Clerk PLAINTIFF PRO SE		
5	SUPERIOR COURT OF THE STATE OF CALIFORNIA		
6	FOR THE COUNTY OF SAN FRANCISCO		
7	UNLIMITED JURISDICTION		
8	DANIEL J. FELDMAN, PH.D) Case No.: CGC 21-594129)		
10) DECLARATION OF DANIEL FELDMAN IN) RESPONSE TO DEFENDANTS' CCP) SECTION 998 OFFER TO COMPROMISE		
11 12	LINDA STEINHOFF HOLMES,		
13	AND DOES 1-30 Defendants Defendants Date submitted: July 5, 2024 Dept. 206		
14) Honorable Anne-Christine Massullo, Judge Presiding		
15	j j		
16	I. Doniel Foldman, Plaintiff, dealers of fellows.		
17	I, Daniel Feldman, Plaintiff, declare as follows:		
18 19	1. Background:		
20	I am the plaintiff in the above-referenced case. I have received a settlement offer from the		
21	defendants dated June 7 th , 2024, proposing a settlement of \$20,000 and a waiver of legal		
22	fees.		
23			
24	2. Inadequacy of Settlement Offer:		
2526	After careful consideration, I find the offer insufficient to cover the full extent of the		
27			
28	damages and losses I have suffered due to the actions of Mrs. Holmes. The damages exceed DECLARATION OF DANIEL FELDMAN IN RESPONSE TO DEFENDANTS' CCP		

DECLARATION OF DANIEL FELDMAN IN RESPONSE TO DEFENDANTS' CCP SECTION 998 OFFER TO COMPROMISE

\$1,500,000, including financial losses, severe emotional distress, and the untimely deaths of loved ones and pets.

3. Technical Issues and Procedural Delays:

E-filing Technical Issues: From mid-December, 2023, until at least May 20, 2024, a formatting error in the data supplied by the San Francisco Superior Court caused my name to be removed from the approved e-filing vendors' databases. This issue prevented me in part from filing essential documents, including an Opposition to the Defendant's Motion for Summary Judgment, a Motion for Reconsideration, and an Ex Parte Motion for Continuance.

Court and Vendor Miscommunication: Despite repeated efforts to resolve the issue with both the court clerks and e-filing vendors, the problem persisted, significantly impacting my ability to respond to motions and participate in hearings. As a result, the defendant was wrongfully awarded summary judgment on a frivolous claim, knowing I could not respond, and said nothing when I was denied any oral argument which should have been allowed according to C.C.P.

Impact on Legal Proceedings: The inability to file documents in a timely manner led to the granting of summary adjudication in part on my largest claim without my opposition being heard, based on the defendant's frivolous filings.

4. Allegations of Ongoing Fraud as a Standard Operating Practice of Defendant

Mrs. Holmes has over the past decade engaged in a pattern of fraudulent activities, including bribery of at least three inspectors at the Department of Building Inspection, slander of

multiple false claims that I had attacked her, making false calls and statements to the police, perjury to this Court in 2020 about false allegations designed to get around the stay on evictions due to Covid, undeniable evidence of energy theft in order to hide the costs of her narcotics operation on the premises, told deliberate lies to my healthcare team at UCSF accusing me falsely of elder abuse, and most recently, insurance fraud in response to this complaint. These actions have caused substantial harm to me and have involved false claims against the insurance company, State Farm, otherwise their counsel would not have been a vocal part of her defense team.

Mrs. Holmes has deliberately misrepresented the condition of the building, bribed officials to avoid necessary repairs, and slandered me to protect her interests, leading to ongoing and escalating damages.

5. Misconduct by Legal Representatives:

It is evident that the legal professionals representing Mrs. Holmes have continued to support her fraudulent claims, thus perpetuating the fraud. This conduct is not only unethical but also illegal, and it undermines the integrity of the legal profession.

My own former lawyer recused himself from my case, stating that he would only pursue claims against the insurance company, State Farm, rather than addressing the defendant's direct frauds. As such he would also have to repress all of my other claims of slander and harassment just so that we could obtain "low-hanging fruit." This has posed a significant challenge in securing legal representation, as prospective lawyers have been reluctant to confront the defendant directly, preferring the perceived easier route of implicating the insurance company. I have had to express myself very clearly: unfortunately for many

attorneys' convenience, I do not believe that the insurance company would be responsible for any of the claims covered. Instead, I intend to pursue justice in a forthright way, to hold Mrs. Holmes accountable for her own actions and that of her conspirators. These are prospects that all of local tenant attorneys judge to be of less value for them than pursuing false home owner's insurance claims. I have propositioned every tenant attorney in the area, multiple times.

6. Insurance Fraud:

The claims made by Mrs. Holmes in this case to her insurance company are fraudulent. By supporting these claims, her legal team is complicit in this fraud. I urge Mr. Armstrong, representing Mrs. Holmes' insurance company, State Farm, to reconsider his position and join me in exposing her fraudulent actions. This would involve filing a claim against Mrs. Holmes for insurance fraud, rather than defending her fraudulent claims in this trial.

Without the benefit of seeing the actual policy, I do not believe that any of the claims I have requested in this civil action would be covered by any insurance policy offered by State Farm or any home owner insurance carrier. As such, I find Mrs. Holmes' continued representation by Mr. Armstrong baffling, as she likely has not paid him anything outside of premiums and/or deductibles to his employer, and yet State Farm continues to pay his salary. This suggests complicity in the fraud against the very company he represents and that feeds him. If I, as a plaintiff, have had such difficulty securing legal representation willing to justly hold the defendant accountable without resorting to false insurance claims, it is perplexing why Mr. Armstrong has defended her claims for three years despite clear evidence of bribery, fraudulent activity at the Department of Building Inspection, harassment, slander, and energy theft.

7. Defendant's Assets and Criminal Activities:

I am aware of several properties and assets owned by the defendant in San Francisco, which are disguised as trusts or have suppressed ownership information, in addition to the property on 14th Street. Her illicit narcotics operation involves multiple family members and employees, and she has several avenues for hiding these means to pay for the damages she has caused.

Should the defendant attempt to declare that she does not have the resources to cover these damages, a criminal investigation should be opened to uncover her assets and hold her accountable for her fraudulent activities. Given the seriousness of the felonies I have alleged, if found guilty criminally, she should be required to spend jail time in accordance with the law. She has operated above the law for too long, using her financial power to avoid accountability.

To suggest to the insurance carrier that the building is somehow responsible for any of these claims is preposterous. I am willing to negotiate a resolution that involves forgoing claims against the insurance policy, provided there is a genuine effort to address and rectify Mrs. Holmes's fraudulent actions. I propose to file a motion in limine stating that none of my claims or winnings in this case, other than attorney's fees, will be assignable to State Farm. I am willing to forego any insurance payments on these damages if Mr. Armstrong agrees to press for a criminal investigation into her activities and insurance fraud, and to ensure that she spends the appropriate jail time as sentenced. This should also include holding accountable her co-conspirators, including her family, employees, officials at the Department of Building Inspection, members of the San Francisco Police

Department Narcotics Division, and her previous attorney Mr. Daniel Bornstein for suborning perjury and abuse of process.

8. Impact of Slander:

Mrs. Holmes's slanderous statements have severely impacted my life, most especially my ability to receive medical care. In the last two months I spent a week in the hospital, and awaiting two surgeries while recovering from another two weeks ago, a reattachment of my retina for the second time after the first repair due to the attack in front of my residence with the Defendant. These surgeries are all delayed as I cannot find a consistent primary care physician willing to overlook the lies from the Defendant that I am a violent elder abuser. Her false claims have been integrated into my medical records as a Zero Tolerance Policy for violence, broadcast with Epic MyChart resulting in repeated denials of necessary treatment. Any settlement must include provisions to correct these records and prevent further harm.

9. Counteroffer:

- I propose a settlement amount of \$1,500,000 to cover the full extent of the damages suffered.
- A public retraction and apology from Mrs. Holmes for the slanderous and fraudulent claims made against me.
- Financial resources to correct my medical records and ensure I can receive necessary medical care without prejudice.
- No gag order or restrictions on my ability to speak about the case and the damages I have suffered.

Agreement from Mr. Armstrong to press for a criminal investigation into Mrs.
 Holmes's activities and insurance fraud, ensuring appropriate jail time and holding her co-conspirators accountable. I would willingly work with State Farm to provide any evidence that is necessary to present these claims in court as well as a motion in limine protecting them from liability in this action.

10. Notice of Forthcoming Documents:

Additional supporting documents, including a Motion to Vacate Judgment, a Motion for Reconsideration, and evidence of technical issues and fraud, will be filed shortly. These documents will provide further details and support for my claims and this response.

CONCLUSION:

I am willing to discuss this counteroffer further to reach a mutually agreeable settlement. I believe this response and counteroffer address both the past and future damages adequately and hold Mrs. Holmes accountable for her actions.

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

Executed on July 5th, at Louisville, Kentucky.

Devil J. Foldman

Daniel J. Feldman, Ph.D.

26 | Pro se

2.5

1	DANIEL J. FELDMAN, PH.D 13647 Aragon Way Apt 303	
2	Louisville, KY 40245	ELECTRONICALLY
3	Tel: (307) 699-3223 Email: danieljfeldmanphd@gmail.com	FILED Superior Court of California, County of San Francisco
4	PLAINTIFF PRO SE	08/26/2024 Clerk of the Court
5	SUPERIOR COURT OF TH	BY: RONNIE OTERO IE STATE OF CALIFORNIA Deputy Clerk
6	FOR THE COUNTY OF SAN FRANCISCO	
7	IINLIMITED	JURISDICTION
8		
9	DANIEL J. FELDMAN, PH.D Plaintiff) Case No.: CGC 21-594129
10	TVO) DECLARATION IN SUPPORT OF
11	VS.) PLAINTIFF'S MOTION TO CONTINUE) TRIAL AND EXTEND DISCOVERY
12	LINDA STEINHOFF HOLMES,) DEADLINE
13	AND DOES 1-30	Date Submitted: August 26, 2024
	Defendants) Date of Hearing: August 27, 2024 11:00am) Dept. 206
14		ັງ Honorable Anne-Christine Massullo,
15		Judge Presiding
16		
17	I, Daniel J. Feldman, Ph.D., declare:	
18	1. I am the Plaintiff in the above-entitled action.	
19	1. I am the I familiff in the above-entitled action.	
20	2. On June 14, 2024, I underwent retinal surgery for an unexpected detached retina caused during an	
21	armed attack as I was leaving my residence at the Defendant's building. This incident is related to	
22	the ongoing litigation in this case. My recovery re	equired me to remain on my side for two weeks
23		
24	and then to keep my head face-down for an additional six weeks, severely limiting my ability to	
25	participate in trial preparation and attend necessar	ry depositions.
26		
27		
28	DECLARATION IN SUPPORT OF PLAINTIFF'S MOTION TO CONTINUE TRIAL AND EXTEND DISCOVERY DEADLINE	

97 57 77 53 77 17 07 61 81 LI 91 ςĮ Plaintiff in Pro Per εI Π 10 Respectfully submitted, 8 Executed on August 26th. 2024,] at Louisville, Kentucky. 9 under the laws of the State of California that the foregoing is true and correct. correction of the data corruption issues is verified by the Court. I declare under penalty of perjury 3 preparation. The trial and discovery deadlines should commence 16 weeks from the date that the recovery, resolution of technical issues, and completion of necessary discovery and pre-trial 7. I am requesting this continuance to ensure a fair trial and to allow time for my full

*L*7

EXHIBIT A

SCREENSHOTS OF
TECHNICAL ISSUE
THAT HAVE
HINDERED MY
FILINGS WITH THE
COURT
PREVENTING ANY
FILINGS FROM
NOVEMBER 2023
UNTIL JULY 2024



Daniel Feldman <danieljfeldmanphd@gmail.com>

Screenshots of HELP with Names of Parties for CGC-21-594129

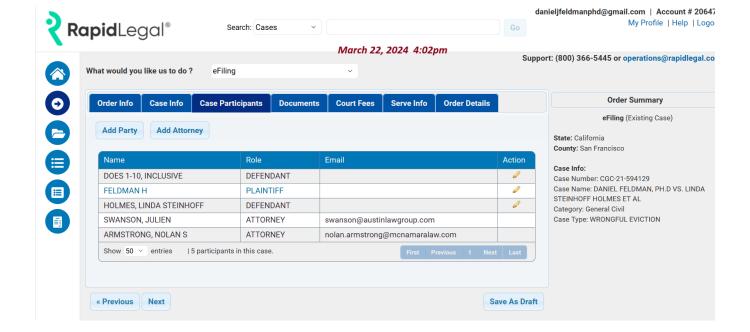
Daniel J. Feldman, Ph.D. danieljfeldmanphd@gmail.com To: "Jessica L. Chylik" chyliklaw@gmail.com

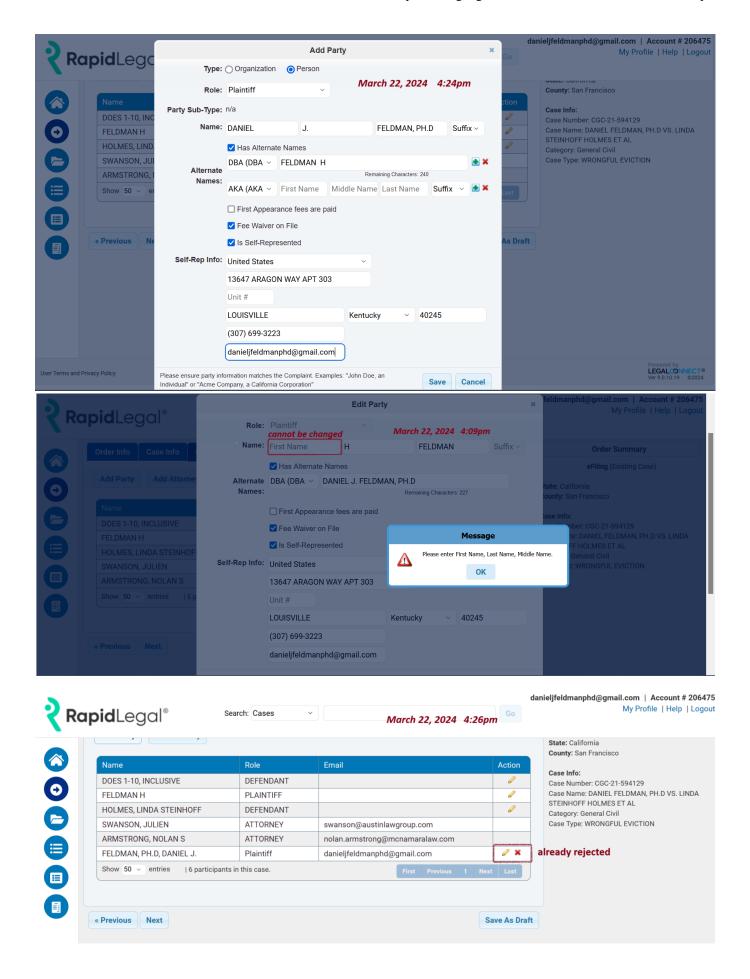
Wed, May 15, 2024 at 6:46 PM

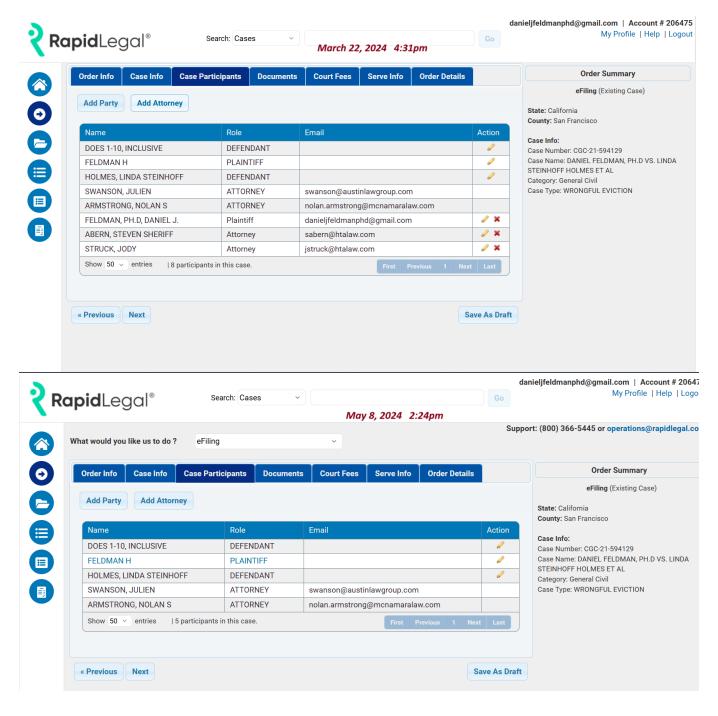
Core Issue: The name transmitted to all eFiling vendors used by the court has been incorrectly listed as "Blank H Feldman" for the past six months. This misrepresentation prevents me from filing as the plaintiff, posing a significant risk of case dismissal.

Additional Concerns:

- 1. Incorrect attorney listings have resurfaced, including a previous attorney erroneously listed as currently representing me.
- 2. Missing defense attorneys in the vendor data since last November coincide with the alteration of my name in the system.
- 3. Submissions under "H Feldman" are rejected as the system requires a full first name.







Sincerely,

Daniel J. Feldman, Ph.D.

Clinical Neuropsychologist (NYS#014127) and Touch Healer

13647 Aragon Rd Apt 303 Louisville, KY 40245

(307) 699.3223

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."

The Little Prince by Antoine de Saint-Exupéry

On Thu, May 9, 2024 at 5:04 PM Daniel J. Feldman, Ph.D. danieljfeldmanphd@gmail.com wrote: Clerks for Civil Support, Department 501, and Department 206:

Please disregard the previous email. There was hidden text in the draft I copied to Gmail, that was part of my instruction to AI. When it sent, It went to plain text and could be visible. Awkward and embarrassing, and my apologies.

I am writing to express significant concern regarding an ongoing issue that has critically hindered my ability to file necessary documents in the case of DANIEL FELDMAN, PH.D. VS. LINDA STEINHOFF HOLMES ET AL, Case No. CGC-21-594129. This matter, unfortunately, remains unresolved despite multiple assurances of a prompt fix.

Since before January 2024, my name has been incorrectly listed in the court's documents and filings system, which has erroneously removed me as a Plaintiff in my own case. As I had successfully filed documents last year, there has been no instruction from me to make any changes. Most likely, the change to my name occurred when the opposing party swapped out counsel in November. At least 3 verified suppliers of filing services have experienced the same error: all of my filings are systematically rejected by the court (with the exception for when a clerk on the phone can manually accept it), yet there is no transaction ID assigned. Every clerk and every supplier representative who walks me through their filing system to ensure there are no errors on their end all claim to have never seen this issue before.

This error has profoundly impacted my legal rights and ability to proceed, as I have been unable to make any filings on time under my correct status for the past six months. I have been disallowed to even speak during motion hearings as my filings are impacted in this manner. And each time, I am assured the issue will be fixed. I live in Kentucky which makes it prohibitive to walk into the Court to ask for a repair in person. And due to the actions of the other party, the very reason I am suing, is that I have been rendered destitute and have a fee waiver. Spending nearly \$750 per paper filing is not something I can afford. And lastly, as I have exhausted all searches for legal representation, I am significantly disadvantaged to partially losing summary judgement, the largest part of my claim, for not being able to file the opposition nor the reconsideration on time despite having them notarized and paying consultants to draft the arguments for me.

On numerous occasions, I was informed that the correction would be made within two days. However, despite these assurances—the latest being in March—the error persists as of May 8, 2024, as evidenced in the attached screenshots from the eFiling system. Each attempt to rectify this mistake myself has been unsuccessful due to system restrictions, clearly indicating that the correction must be executed at the court's end. I wrote an email to the clerks about this issue on March 28th, to which I had no reply. Since then, I have left multiple voicemails, including this week, none of which have been returned although I was able to reach Department 206 in person a couple of times. This issue has persisted for nearly SIX MONTHS, and this week, the filing of my opposition to motion to award attorneys's fees is in equal jeopardy, spending literally days handling this issue outside of my control and the control of the suppliers.

The continuous delay and lack of resolution have put me in a precarious position where I am at risk of having to dismiss my case, which would not only be unjust but also detrimental to the judicial principles of fairness and access to justice.

I respectfully urge your immediate attention to this matter to correct the listing error without further delay. Please update my status as the plaintiff so I can proceed with the required filings. The urgency of this matter cannot be overstated, as my legal rights and the integrity of the judicial process are at stake.

From my best guess, the error involves the punctuation included in my Last Name field, which was entered by my original attorney. Until November 2023, the name fields for the PLAINTIFF are as follows:

FIRST NAME: DANIEL MIDDLE INITIAL: J.

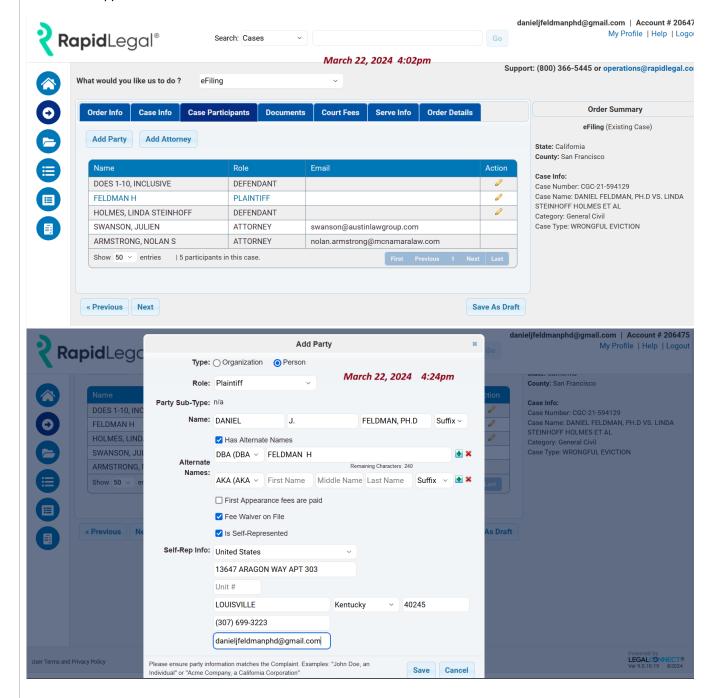
LAST NAME: FELDMAN, PH.d

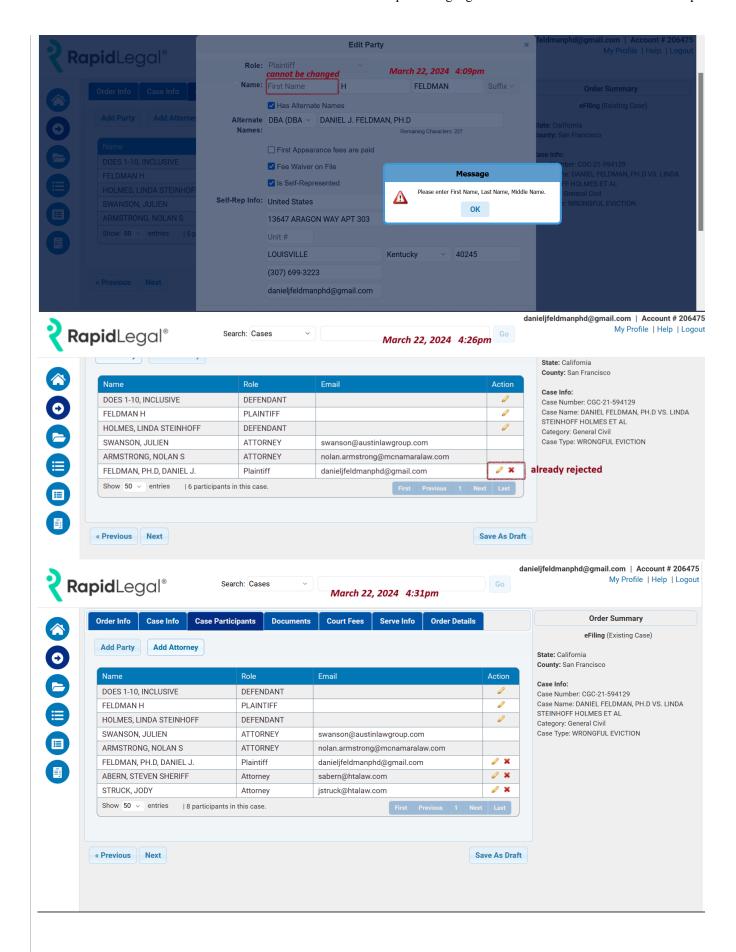
Since, November 2023, the PLAINTIFF name fields are:

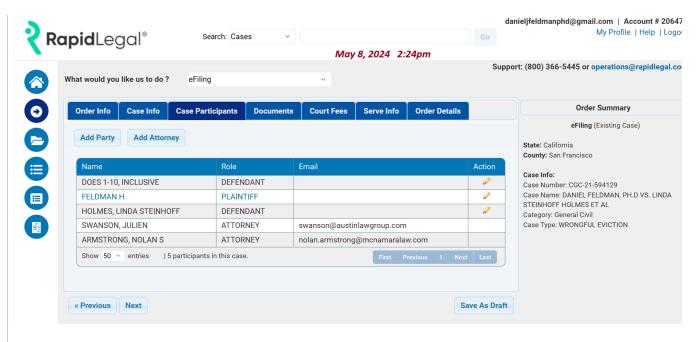
FIRST NAME: MIDDLE INITIAL: H LAST NAME: FELDMAN

My attorney Julien Swanson was removed from Plaintiff Representation in February 2023 yet is still listed as a party. He should be removed. The Defense attorneys were changed in November, but they are also not added, yet her prior counsel was successfully removed.

With the help of the suppliers, we attempted to make these corrections multiple times, and yet, within hours, all of our edits disappeared.







Thank you for your prompt attention to this critical issue. I look forward to your swift action and a confirmation of the correction. Please do not hesitate to contact me by the phone at (307) 699-3223 for any further clarification or to discuss this matter directly.

Warm loving peace to you,

Daniel J. Feldman, Ph.D.

Clinical Neuropsychologist (NYS#014127) and Touch Healer

13647 Aragon Rd Apt 303 Louisville, KY 40245

(307) 699.3223

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."

The Little Prince by Antoine de Saint-Exupéry

On Thu, May 9, 2024 at 4:58 PM Daniel J. Feldman, Ph.D. danieljfeldmanphd@gmail.com wrote:

Clerks for Civil Support, Department 501, and Department 206:

Collaborate on a Team plan

User

Daniel Feldman

Close sidebar

Write For Me

User

Uploaded image

Uploaded image

Uploaded image

Uploaded image

Uploaded image

Uploaded image

I need to write an email to the clerks of the San Francisco Superior Court That explains why I haven't been able

to do any filings for six months because of a problem and the way that they have my name listed in their court documents I'm not listed as a plaintiff I need your help in terms of writing this letter that strongly urges them to take action as they haven't done so in 6 months it's prevented me from filing and I may lose my case have to dismiss my case over it because I can't get anything filed I've been told that a number of times that that it was it would take two days to fix but this is back in March and in January and it's now may 8th and I have to make a filing and I can't file because of the same problem that they've never fixed the attachments are Screenshots that are from different or from a vendor where you can see the problem with the name this I'm not listed as the plaintiff anymore and I there's no way I can change it it has to be done on the court's end can you please help me document a sensitive but stern email

GPT

Certainly! Here's a draft for your email to the San Francisco Superior Court clerks. This letter explains the ongoing issue with your name listing and urges them to resolve it promptly:

Subject: Urgent Request for Correction in Party Listing for Case CGC-21-594129

Dear San Francisco Superior Court Clerks,

I am writing to express significant concern regarding an ongoing issue that has critically hindered my ability to file necessary documents in the case of DANIEL FELDMAN, PH.D. VS. LINDA STEINHOFF HOLMES ET AL, Case No. CGC-21-594129. This matter, unfortunately, remains unresolved despite multiple assurances of a prompt fix.

Since before January 2024, my name has been incorrectly listed in the court's documents and filings system, which has erroneously removed me as a Plaintiff in my own case. As I had successfully filed documents last year, there has been no instruction from me to make any changes. Most likely, the change to my name occurred when the opposing party swapped out counsel in November. At least 3 verified suppliers of filing services have experienced the same error: all of my filings are systematically rejected by the court (with the exception for when a clerk on the phone can manually accept it), yet there is no transaction ID assigned. Every clerk and every supplier representative who walks me through their filing system to ensure there are no errors on their end all claim to have never seen this issue before.

This error has profoundly impacted my legal rights and ability to proceed, as I have been unable to make any filings on time under my correct status for the past six months. I have been disallowed to even speak during motion hearings as my filings are impacted in this manner. And each time, I am assured the issue will be fixed. I live in Kentucky which makes it prohibitive to walk into the Court to ask for a repair in person. And due to the actions of the other party, the very reason I am suing, is that I have been rendered destitute and have a fee waiver. Spending nearly \$750 per paper filing is not something I can afford. And lastly, as I have exhausted all searches for legal representation, I am significantly disadvantaged to partially losing summary judgement, the largest part of my claim, for not being able to file the opposition nor the reconsideration on time despite having them notarized and paying consultants to draft the arguments for me.

On numerous occasions, I was informed that the correction would be made within two days. However, despite these assurances—the latest being in March—the error persists as of May 8, 2024, as evidenced in the attached screenshots from the eFiling system. Each attempt to rectify this mistake myself has been unsuccessful due to system restrictions, clearly indicating that the correction must be executed at the court's end. I wrote an email to the clerks about this issue on March 28th, to which I had no reply. Since then, I have left multiple voicemails, including this week, none of which have been returned although I was able to reach Department 206 in person a couple of times. This issue has persisted for nearly SIX MONTHS, and this week, the filing of my opposition to motion to award attorneys's fees is in equal jeopardy, spending literally days handling this issue outside of my control and the control of the suppliers.

The continuous delay and lack of resolution have put me in a precarious position where I am at risk of having to dismiss my case, which would not only be unjust but also detrimental to the judicial principles of fairness and access to justice.

I respectfully urge your immediate attention to this matter to correct the listing error without further delay. Please update my status as the plaintiff so I can proceed with the required filings. The urgency of this matter cannot be overstated, as my legal rights and the integrity of the judicial process are at stake.

From my best guess, the error involves the punctuation included in my Last Name field, which was entered by my original attorney. Until November 2023, the name fields for the PLAINTIFF are as follows:

FIRST NAME: DANIEL

MIDDLE INITIAL: J.

LAST NAME: FELDMAN, PH.d

Since, November 2023, the PLAINTIFF name fields are:

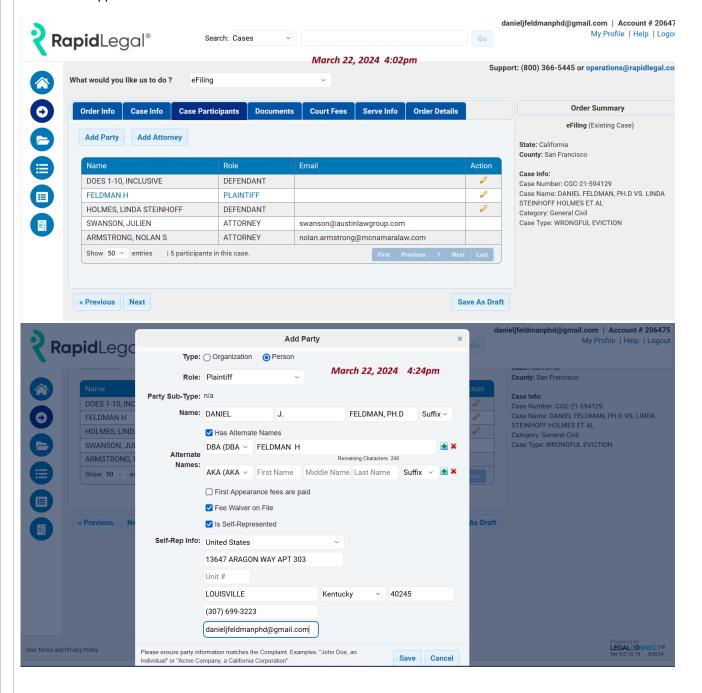
FIRST NAME:

MIDDLE INITIAL: H

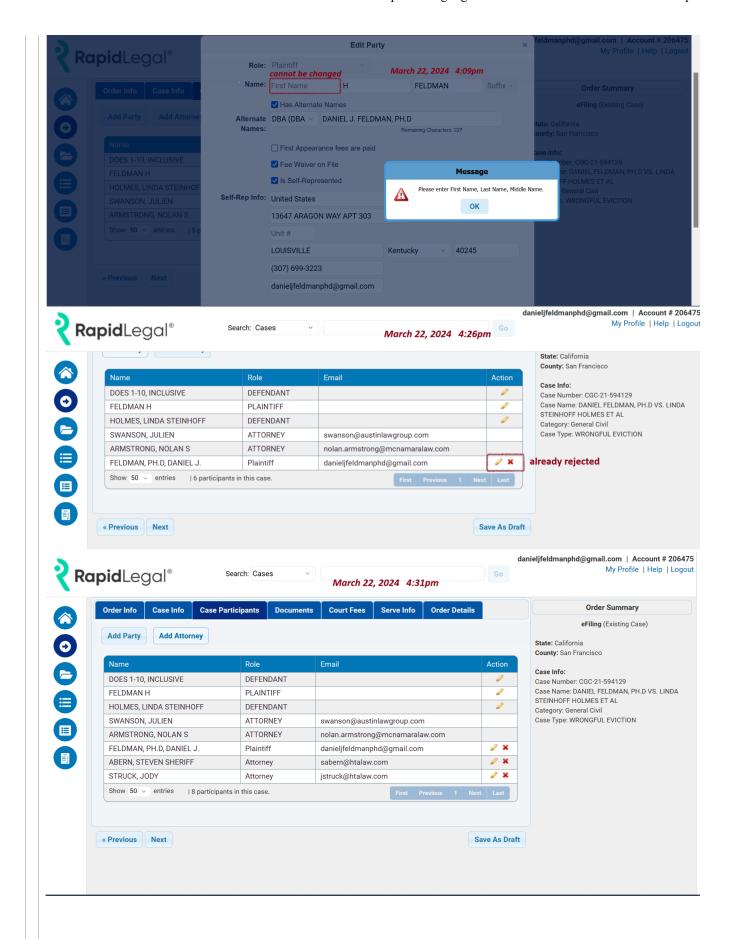
LAST NAME: FELDMAN

My attorney Julien Swanson was removed from Plaintiff Representation in February 2023 yet is still listed as a party. He should be removed. The Defense attorneys were changed in November, but they are also not added, yet her prior counsel was successfully removed.

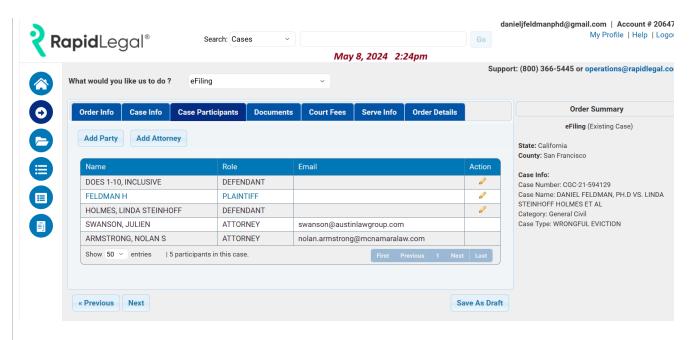
With the help of the suppliers, we attempted to make these corrections multiple times, and yet, within hours, all of our edits disappeared.



9 of 11 8/26/2024, 8:33 AM



10 of 11 8/26/2024, 8:33 AM



Thank you for your prompt attention to this critical issue. I look forward to your swift action and a confirmation of the correction. Please do not hesitate to contact me by the phone at (307) 699-3223 for any further clarification or to discuss this matter directly.

Peace to you,

Daniel J. Feldman, Ph.D.

Clinical Neuropsychologist (NYS#014127) and Touch Healer

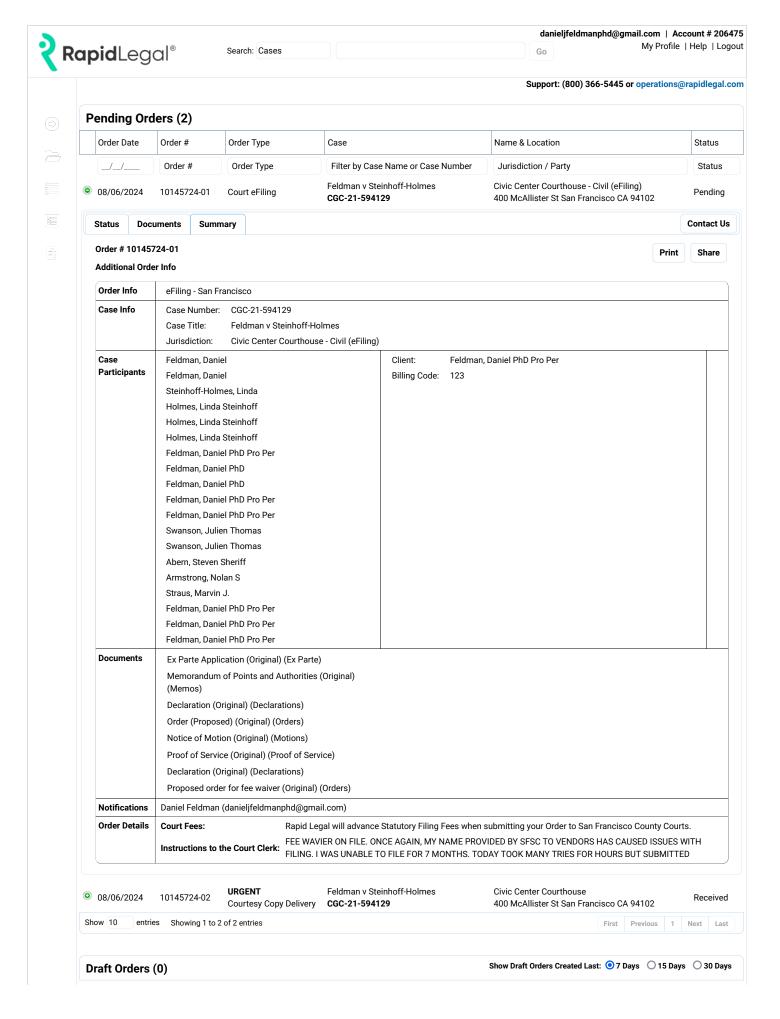
13647 Aragon Rd Apt 303 Louisville, KY 40245

(307) 699.3223

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."

The Little Prince by Antoine de Saint-Exupéry

11 of 11 8/26/2024, 8:33 AM



1 of 2 8/6/2024, 1:50 PM

EXHIBIT B

LETTER FROM EYE SURGEONS AT BENNETT AND BLOOM IN LOUISVILLE KY



(502) 895-0040 | Toll free (800) 477-0055

FAX: (502) 400-4021 or (502) 361-4488 www.eyecenters.com

08/16/2024

To Whom it May Concern:

Daniel Feldman is currently under our care with Bennett & Bloom Eye Care. Patient had a retinal detachment, left eye and had surgery with Dr. Janelle Adeniran on 6/14/2024. Patient at that time had a gas bubble put in place. Which had restricted the Patient to fly or drive in high altitudes over a 1000 feet. Patient was seen today, 8/16/2024 and now has a re-detachment in his left eye again. Patient is scheduled for another retinal detachment surgery on 8/23/24. At that time Patient will now have a Gas/ Silicone oil put in place. The post -op instructions will have Patient do the "face down position" after surgery for 1-2 weeks after surgery. Again, will not be able to fly or drive thru high altitudes for 6-8 weeks following surgery.

Please do not hesitate to call if you have any questions.

Sincereh

Mohaminad A. Gadiq, MD

warning: This important information is provided to you about your eye surgery. You have a gas bubble in your eye.

Use of Nitrous Oxide (N₂O) or change in atmospheric pressure with a gas bubble present may cause an increase in pressure in your eye, which can result in blindness. Advise all health care providers that you have a gas bubble in your eye before undergoing any surgical or dental procedure, or

hyperbaric oxygen therapy and have them contact your Ophthalmologist on the reverse side of this card or your bracelet.

The following restrictions apply until you have been advised accordingly by your Ophthalmologist:

 Do not travel in an airplane. Changes in elevation may cause an increase in pressure in your eye, which can result in blindness.

- 1		
1	DANIEL J. FELDMAN, PH.D	
2	13647 Aragon Way Apt 303 Louisville, KY 40245	ELECTRONICALLY
3	Tel: (307) 699-3223 Email: danieljfeldmanphd@gmail.com	FILED Superior Court of California,
		County of San Francisco
4	PLAINTIFF PRO SE	08/26/2024 Clerk of the Court BY: RONNIE OTERO
5	SUPERIOR COURT OF THE	
6	FOR THE COUNTY O	F SAN FRANCISCO
7	UNLIMITED JU	RISDICTION
8	DANIEL J. FELDMAN, PH.D	Case No.: CGC 21-594129
9	Plaintiff	
10	vs.	PLAINTIFF'S EMERGENT EX PARTE APPLICATION FOR CONTINUANCE OF
11		TRIAL DATE AND EXTENSION OF
12	LINDA STEINHOFF HOLMES,	DISCOVERY DEADLINE; MEMORANDUN OF POINTS AND AUTHORITIES
13	AND DOES 1-30 Defendants	Date Submitted: August 26, 2024
14		Date of Hearing: August 27, 2024 11:00am
15		Dept. 206 Honorable Anne-Christine Massullo,
16		Judge Presiding
17		OF DECORD
18	TO ALL PARTIES AND THEIR ATTORNEYS	OF RECORD:
19		
20		
21	PLEASE TAKE NOTICE that on August 27th, 20	024, at 11:00am, or as soon thereafter as the
22	matter may be heard, in Department 206 of the abo	ove-entitled court, located at 400 McAllister St,
23	San Francisco, CA 94102, Plaintiff Daniel Feldma	an, Ph.D., will and hereby does move for an
24	order continuing the trial date currently set for Sept	tember 16, 2024, and extending the discovery
25	deadline.	
26	deadille.	
27		
28	PLAINTIFF'S EMERGENT EX PARTE APPLICATION OF DISCOVERY DEADLINE; MEM	

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This motion is made on an ex parte basis due to the urgency of the circumstances described herein. This application is made pursuant to California Code of Civil Procedure sections 473 and 595.2, and Rule 3.1332 of the California Rules of Court, on the grounds that good cause exists for the requested continuance due to Plaintiff's recent and upcoming medical treatments, including surgeries for retinal detachment, which severely impair Plaintiff's ability to prepare for trial. Additionally, persistent technical issues with the court's electronic filing system have caused significant delays in Plaintiff's ability to submit and receive critical documents necessary for discovery and trial preparation. Furthermore, obstructive actions by opposing counsel have further impeded the discovery process. Plaintiff proposes a new trial date of January 6, 2025, with the discovery deadline moved to December 6, 2024. These dates are contingent upon the resolution of the data corruption issues affecting this case, with the trial and discovery deadlines set to commence 16 weeks from the date that the court verifies the data issues have been fully resolved.

I. INTRODUCTION

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Plaintiff, Daniel Feldman, Ph.D., respectfully requests a continuance of the trial date currently set for September 16, 2024, and an extension of the discovery deadline. Due to unforeseen medical issues, including a serious eye condition requiring multiple surgeries, Plaintiff is physically unable to adequately prepare for trial and complete necessary discovery tasks. Additionally, ongoing technical issues with the court's electronic filing system and obstructive actions by opposing counsel have prevented Plaintiff from timely filing and receiving critical documents, further justifying the need for a continuance.

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II. FACTUAL BACKGROUND

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1. Medical Necessity: On June 14, 2024, Plaintiff underwent retinal surgery for an unexpected detached retina that was initially caused during an armed attack coming out of his residence involved in the current action, which required him to lay on his side for two weeks and then keep his head face-down for an additional six weeks. This treatment restricted Plaintiff's ability to participate fully in trial preparation, especially for needed depositions and to subpoena necessary records.

On August 16, 2024, expecting a full recovery at this point, Plaintiff was informed that his retina had detached again, necessitating emergency surgery to prevent blindness on August 23, 2024. The recovery process includes strict travel restrictions for at least two months, which will prevent Plaintiff from attending trial or effectively participating in trial preparation during this period.

An initial attempt to continue the trial and discovery was done through the Court Disability

Advocates as a Request for Accommodation. When that was denied, Plaintiff had to make the
difficult choice between saving vision in his left eye thereby being unavailable for trial and
significantly disadvantaged by not being able to complete Discovery. Today, he chose to seek
justice in this action and to attend the trial at a disadvantage over his eyesight, and the emergency
surgery scheduled on August 23 was canceled after waiting a week already, much to the
disagreement of the eye specialists. They have been clear that the eye will go blind, from being
completely functional two months earlier, and in the last two weeks, vision has deteriorated from
90% to 20% at the time of this filing. If Plaintiff does not act immediately to save it, Plaintiff can
choose either attending trial that he has invested five years in seeking justice or vision in his left
eye, but not both, unless this trial is continued. Part of this decision includes not only the inability

to recover damages that have left him destitute, but the assignment of Defense attorney fees would be devastating and humiliating,

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filing deadlines. Even this current application had to be served and filed by more than one vendor as the Party information the Court disseminates to vendors is corrupted. New vendors sometimes require a day or more to approve and set up a new client for filing, especially when Plaintiff has a fee waiver. 3. Required Correction for Accurate Representation: In the last two and a half months, the Plaintiff's name has been entered into the court's system with 12 different variations, only one of

which correctly identifies the Plaintiff. The remaining incorrect entries have caused confusion and

obstructed the Plaintiff's ability to participate effectively in discovery and other pre-trial processes.

To resolve these issues, it is crucial that:

- Accurate Representation of Parties: The electronic filing system must correctly list each party only once with their appropriate first and last names.
- Removal of Incorrect and Duplicate Entries: All incorrect and duplicate entries for all
 parties, including the Plaintiff, must be removed to ensure that only those who are currently
 involved in the case are represented.

This correction must align with standard procedures for all cases before this court, where each party is accurately and singularly listed according to their involvement in the case. The trial and discovery deadlines should commence 16 weeks from the date that this correction is verified by the court.

4. Obstruction by Opposing Counsel: Opposing counsel has refused to verify discovery documents and has engaged in frivolous motions, wasting valuable time and resources that Plaintiff could have used for trial preparation. This obstruction has further exacerbated the difficulties Plaintiff has faced due to his medical condition and the technical issues with the court's system, which prevented Plaintiff from filing motions to compel, among other necessary filings. As a result, Plaintiff has had to resubmit arguments to oppose, reconsider, stay, or vacate the summary judgment granted in part due to an unopposed frivolous motion. Despite multiple attempts, Plaintiff's filings were either not transmitted to the court electronically or were rejected for appearing late or incomplete, further hindering Plaintiff's ability to pursue his case effectively.

Under California law, a trial court has broad discretion to grant a continuance upon a showing of good cause. Good cause for a continuance may include the unavailability of a party due to illness, as

1. Medical Necessity: Plaintiff's recent and upcoming surgeries are medically necessary and will render him unable to attend or prepare for trial. Forcing Plaintiff to proceed with the trial as scheduled would result in severe prejudice and potentially irreversible harm, including the likelihood of permanent blindness in his eye. Plaintiff has already delayed surgery by more than a week at the very least in order for him to file these emergent applications and await an order.

well as other circumstances that would prevent the party from participating effectively in the trial.

2. Technical Difficulties: The ongoing technical issues with the court's filing system constitute good cause for a continuance. These issues have prevented Plaintiff from participating at all for seven months, fully in the discovery process, and have significantly delayed trial preparation. They have also prevented him from arguing summary adjudication that went unopposed not for lack of trying. Despite nearly 80 hours spent on the phone with court support and vendors since January, the issues have not been fully resolved despite being told several times that they have been fixed until the next filing is rejected.

3. Obstruction by Opposing Counsel: Opposing counsel's refusal to cooperate in the discovery 1 process and their engagement in frivolous motions have consumed valuable time that Plaintiff could have used to prepare for trial. These tactics have created an unfair disadvantage for Plaintiff, who is 3 4 already struggling with serious health issues related to the actions outlined in the complaint and 5 technical issues. 6 7 8 IV. CONCLUSION 10 For the reasons stated above, Plaintiff respectfully requests that the Court grant this motion and 11 continue the trial date to as early as January 6, 2025, and extend the discovery deadline to as early 12 as December 6, 2024. These dates are contingent upon the correction of the court's electronic filing 13 system to accurately represent each party involved in this case, ensuring each is listed only once 14 15 with the correct first and last names. The trial and discovery deadlines should commence 16 weeks 16 from the date that this correction is verified by the court. 17 Dated: August 26, 2024 18 19 Respectfully submitted, 20 21 22 23 Daniel Feldman, Ph.D. 24 Plaintiff in Pro Per 25 26

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1	DANIEL J. FELDMAN, PH.D 13647 Aragon Way Apt 303	
2	Louisville, KY 40245	ELECTRONICALLY
3	Tel: (307) 699-3223 Email: danieljfeldmanphd@gmail.com	FILED Superior Court of California, County of San Francisco
4	PLAINTIFF PRO SE	08/26/2024 Clerk of the Court
5	SUPERIOR COURT OF TH	E STATE OF CALIFORNIA Deputy Clerk
6	FOR THE COUNTY	OF SAN FRANCISCO
7 8	UNLIMITED J	URISDICTION
9	DANIEL J. FELDMAN, PH.D Plaintiff) Case No.: CGC 21-594129
10) PLAINTIFF'S NOTICE OF EX PARTE
11	VS.) APPLICATION FOR CONTINUANCE OF) TRIAL DATE AND EXTENSION OF
12	LINDA STEINHOFF HOLMES,) DISCOVERY DEADLINE; MEMORANDUM) OF POINTS AND AUTHORITIES
13	AND DOES 1-30 Defendants) Date Submitted: August 26, 2024
14	Detendunes	Date of Hearing: August 27, 2024 11:00am Dept. 206
15) Honorable Anne-Christine Massullo,) Judge Presiding
16		
17	TO ALL PARTIES AND THEIR ATTORNEY	S OF RECORD:
18	NOWACE OF THE PART ARRANGE TWO VICTORIAN	
19	NOTICE OF EX PARTE APPLICATION FOR	R CONTINUANCE OF TRIAL DATE AND
20	EXTENSION OF DISCOVERY DEADLINE	
21		
22		
23	PLEASE TAKE NOTICE that on August 27th	, 2024, at 11:00am, or as soon thereafter as the
24	matter may be heard, in Department 206 of the	e above-entitled court, Plaintiff Daniel
25	Feldman, Ph.D., will and hereby does apply ex	parte for an order continuing the trial date and
26 27	extending the discovery deadline due to the urg	gent circumstances detailed below.
28	PLAINTIFF'S NOTICE OF EX PARTE APPLICAT	TION FOR CONTINUANCE OF TRIAL DATE AND

PLAINTIFF'S NOTICE OF EX PARTE APPLICATION FOR CONTINUANCE OF TRIAL DATE AND EXTENSION OF DISCOVERY DEADLINE; MEMORANDUM OF POINTS AND AUTHORITIES ---1--

PLEASE TAKE NOTICE that on August 27, 2024, at 11:00 am, or as soon thereafter as the matter may be heard, in **Department 206** of the above-entitled court, located at 400 McAllister St, San Francisco, CA 94102, Plaintiff Daniel Feldman, Ph.D., will and hereby does move for an order continuing the trial date currently set for September 16, 2024, and extending the discovery deadline.

This motion is made pursuant to California Code of Civil Procedure sections 473 and 595.2, and Rule 3.1332 of the California Rules of Court, on the grounds that good cause exists for the requested continuance due to Plaintiff's recent and upcoming medical treatments, including surgeries for retinal detachment, which severely impair Plaintiff's ability to prepare for trial. Additionally, persistent technical issues with the court's electronic filing system have caused significant delays in Plaintiff's ability to submit and receive critical documents necessary for discovery and trial preparation. Furthermore, obstructive actions by opposing counsel have further impeded the discovery process. Plaintiff proposes a new trial date as soon as January 6, 2025, with the discovery deadline moved to as soon as December 6, 2024, with the trial and discovery deadlines set to commence 16 weeks from the date that the data corruption issues affecting this case are verified as resolved.

I. INTRODUCTION

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Plaintiff, Daniel Feldman, Ph.D., respectfully requests a continuance of the trial date currently set for September 16, 2024, and an extension of the discovery deadline. Due to unforeseen medical issues, including a serious eye condition requiring multiple surgeries, Plaintiff is physically unable to adequately prepare for trial and complete necessary discovery tasks. Additionally, ongoing

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technical issues with the court's electronic filing system and obstructive actions by opposing counsel have prevented Plaintiff from timely filing and receiving critical documents, further justifying the need for a continuance.

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II. FACTUAL BACKGROUND

- 1. **Medical Issues:** On June 14, 2024, Plaintiff underwent retinal surgery for a detached retina caused during an armed attack as Plaintiff was leaving his residence. This incident is directly related to the ongoing litigation. Plaintiff's recovery required him to lay on his side for 1-2 weeks and then keep his head down for an additional 6 weeks, significantly restricting his ability to participate in trial preparation. On August 16, 2024, Plaintiff was informed that his retina had detached again, necessitating emergency surgery on August 23, 2024. Due to the urgency of the trial date, Plaintiff made the difficult decision to cancel this surgery to ensure his participation in the case. However, his eye specialists have warned that without immediate surgery, Plaintiff risks permanent blindness.
- 2. **Technical Issues with Court Records:** Since November 2023, Plaintiff has experienced ongoing technical issues with the court's electronic filing system. Initially, these issues included a misrepresentation of Plaintiff's name, which caused critical filings to be rejected or delayed. Despite multiple attempts to resolve this issue, it persisted, particularly affecting filings in January, March, and May of 2024. Although some issues were resolved in July, technical problems remain, continuing to impact Plaintiff's ability to meet filing deadlines and adequately prepare for trial.
- 3. **Required Correction for Accurate Representation:** In the last two and a half months, the Plaintiff's name has been entered into the court's system with 12 different variations, only

one of which correctly identifies the Plaintiff. The remaining incorrect entries have caused confusion and obstructed the Plaintiff's ability to participate effectively in discovery and other pre-trial processes. To resolve these issues, it is crucial that:

- a. **Accurate Representation of Parties:** The electronic filing system must correctly list each party only once with their appropriate first and last names.
- b. **Removal of Incorrect and Duplicate Entries:** All incorrect and duplicate entries for all parties, including the Plaintiff, must be removed to ensure that only those who are currently involved in the case are represented.

This correction must align with standard procedures for all cases before this court, where each party is accurately and singularly listed according to their involvement in the case. The trial and discovery deadlines should commence 16 weeks from the date that this correction is verified.

4. **Obstruction by Opposing Counsel:** Opposing counsel has engaged in actions that have significantly delayed the discovery process, including refusing to verify discovery documents and filing frivolous motions. These tactics have further hindered Plaintiff's ability to prepare for trial, compounding the difficulties caused by his medical condition and the technical filing issues.

III. ARGUMENT

Under California law, a trial court has broad discretion to grant a continuance upon a showing of good cause. Good cause for a continuance may include the unavailability of a party due to illness or other circumstances that would prevent the party from participating effectively in the trial.

- 1. **Medical Necessity:** Plaintiff's recent and upcoming surgeries are medically necessary and will render him unable to attend or prepare for trial. Forcing Plaintiff to proceed with the trial as scheduled would result in severe prejudice and potentially irreversible harm, including the possibility of permanent blindness.
- 2. Technical Difficulties: The ongoing technical issues with the court's filing system constitute good cause for a continuance. These issues have prevented Plaintiff from participating fully in the discovery process and have significantly delayed trial preparation. Despite nearly 80 hours spent on the phone with court support and vendors, the issues have not been fully resolved.
- 3. Obstruction by Opposing Counsel: Opposing counsel's refusal to cooperate in the discovery process and engagement in frivolous motions have consumed valuable time that Plaintiff could have used to prepare for trial. These tactics have created an unfair disadvantage for Plaintiff, who is already struggling with serious health issues and technical problems.

1	IV. CONCLUSION
2	For the reasons stated above, Plaintiff respectfully requests that the Court grant this motion and
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4	continue the trial date to January 6, 2025, and extend the discovery deadline to December 6, 2024.
5	These dates are contingent upon the correction of the court's electronic filing system to accurately
6	represent each party involved in this case, ensuring each is listed only once with the correct first and
7	last names. The trial and discovery deadlines should commence 16 weeks from the date that this
8	correction is verified.
9	
10	Dated: August 26, 2024
11	
12	Respectfully submitted,
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14	
15	Daniel O Feldmenton
16	Daniel Feldman, Ph.D.
17	Plaintiff in Pro Per
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ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE	BAR NO:	FOR COURT USE ONLY
NAME: ÁÖæ) ð NÁRÐÁØ Nå {æ) ÉÐÚP EÖ		
FIRM NAME:		
STREET ADDRESS:FHÎIÏÁOEæt[}ÁVæÁOE;oÁHEH		
CITY:Æ[~ãçā]/^	STATE: KY ZIP CODE: 40245	
TELEPHONE NO.:ÁÇHEÏ DÂ JJ-3223	FAX NO. :	ELECTRONICALLY
E-MAIL ADDRESS: danieljfeldmanphd@gmail.com		FILED
ATTORNEY FOR (name): pro se		Superior Court of California,
SUPERIOR COURT OF CALIFORNIA, COUN STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 9401 BRANCH NAME: Civic Center Courthouse PLAINTIFF/PETITIONER: Feldman, PH.D, DEFENDANT/RESPONDENT: Steinhoff-Hol	County of San Francisco 08/26/2024 Clerk of the Court BY: RONNIE OTERO Deputy Clerk CASE NUMBER: CGC - 21- 594129 JUDICIAL OFFICER:	
PROOF OF ELI	ECTRONIC SERVICE	DEPARTMENT:

- 1. I am at least 18 years old.
 - a. My residence or business address is (specify): 13647 Aragon Way Apt 303
 Louisville, KY 40245
- b. My electronic service address is (specify): danieljfeldmanphd@gmail.com

I electronically served the following documents (exact titles):

2024.8.26 PLAINTIFF'S EMERGENT EX PARTE APPLICATION FOR CONTINUANCE OF TRIAL DATE AND EXTENSION OF DISCOVERY DEADLINE; MEMORANDUM OF POINTS AND AUTHORITIES CGC-21-594129.pdf

2024.8.26 PLAINTIFF'S NOTICE OF EX PARTE APPLICATION FOR CONTINUANCE OF TRIAL DATE AND EXTENSION OF DISCOVERY DEADLINE; MEMORANDUM OF POINTS AND AUTHORITIES CGC-21-594129.pdf

2024.8.26 DECLARATION IN SUPPORT OF PLAINTIFF'S MOTION TO CONTINUE TRIAL AND EXTEND DISCOVERY DEADLINE CGC-21-594129.pdf

2024.8.26 PROPOSED ORDER GRANTING PLAINTIFF'S MOTION TO CONTINUE TRIAL DATE AND EXTEND DISCOVERY DEADLINE CGC-21-594129.pdf

2024.8.26 POS PLAINTIFF EMERGENT EX PARTE APPLICATION AND ORDER FOR CONTINUANCE AND EXTENSION OF DISCOVERY PERIODCGC-21-594129.pdf

The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.

(Form POS-050(P)/EFS-050(P) may be used for this purpose.)

a. Name of person served: Christopher M. Sirkis NOLAN ARMSTRONG
 On behalf of (name or names of parties represented, if person served is an attorney):
 Linda Steinhoff-Holmes

b. Electronic service address of person served : cms@strausmeyers.com

c. On (date): August 26, , 2024 nolan.armstrong@mcnamaralaw.com

Date: August 26, 2024

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

Daniel J. Feldman, PH.D.

(TYPE OR PRINT NAME OF DECLARANT) (SIGNATURE OF DECLARANT)

Page 1 of 1

San Francisco County Superior Court DANIEL I. FELDMAN, PH.D. 13647 Aragon Way Apt 303 SEP 09 2024 Louisville, KY 40245 Tel: (307) 699-3223 Email: danielifeldmanphd@gmail.com 3 4 PLAINTIFF PRO SE 5 SUPERIOR COURT OF THE STATE OF CALIFORNIA 6 FOR THE COUNTY OF SAN FRANCISCO 7 UNLIMITED JURISDICTION 8 チベ DANIEL J. FELDMAN, PH.D) Case No.: CGC 21-594129 YEX PARTE APPLICATION 9 **Plaintiff** PROBOSED ORDER GRANTING 10 vs. PLAINTIFF'S NOTE OF TO CONTINUE TRIAL DATE AND EXTEND DISCOVERY 11 DEADLINE LINDA STEINHOFF HOLMES. AND DOES 1-30 Date of Hearing: August 27, 2024 11:00am 13 Defendants Date Ordered: Dept. 206 14 Honorable Anne-Christine Massullo, 15 Judge Presiding 16 The Court, having considered the Plaintiff's Motion to Continue Trial Date and Extend Discovery 17 Deadline, the accompanying Memorandum of Points and Authorities, Declaration, and Exhibits, 18 19 and good cause appearing therefor, 20 IT IS HEREBY ORDERED that: 21 The September 16,2024 trial date is continued to February 24, 2025, in Dept. 2016 at 9:30 a.m., per the agreement of the parties. Discovery tracks the original trial date of September 16,2024. 22 23 24 Any party may seek to be open discoverey in Dept. 302. 25 "All Further continuances of the trial date Must be lay Noticed Motion. 26 27 SEE NEXT PAGE

PROPSED ORDER GRANTING PLAINTIFF'S MOTION TO CONTINUE TRIAL DATE AND EXTEND DISCOVERY DEADLINE

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

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

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

MANDATORY SETTLEMENT CONFERENCE

Six weeks before trial, ALL COUNSEL AND SELF REPRESENTED LITIGANTS must JOINTLY email the ADR Coordinator for the San Francisco Superior Court at ADRCOORDINATOR@SFTC.ORG to schedule a Mandatory Settlement Conference, and provide the same information in items 1-4 above and, in addition, the dates before trial when all parties will be ready for a Mandatory Settlement Conference.

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

DATE: 9/9/24

HONORABLE ANNE-CHRISTINE MASSULLO

Come. Christine Marules

Presiding Judge

San Francisco Superior Court

CGC-21-594129

1	RTY WITHOUT ATTORNEY (Name, Sta		FOR COURT USE ONLY
	Armstrong (SBN: 2	241311)	
	a Law Firm	~ '. 050	
	skirk Avenue,		
	t Hill, CA 945:		ELECTRONICALLY
	(925) 939-5330		
E-MAIL ADDRESS (0	Optional): nolan.arms	strong@mcnamaralaw.	Superior Court of California,
ATTORNEY FOR (Na	ame): Def. Linda S	S. HOLMES	County of San Francisco
		NTY OF San Francisco	11/14/2024
1	mess:400 McAllist	er br.	Clerk of the Court
MAILING ADDR		O CA 9/102	BY: SANDRA SCHIRO
1	code:San Francisc	O, CA JAIUZ	Deputy Clerk
CASE NA			
	v. Holmes		
T CTUMAII		ATTACHEN ANT	CASE NUMBER:
		OF ATTORNEY - CIVIL	CGC - 21 - 594129
	(Without C	Court Order)	
 Former lega New legal rea. Name: Address (r. Address (r. Clapp Month) 	I representative Pa epresentative Party drianne C. Dunc number, street, city, ZIP, at oroney, Vucinic	is representing self* X Attorne	(name): Nolan S. Armstrong ey ee Bar No. (if applicable): 284697
3000 OW	ena prive' anic	Le TIO, ILEABAIICOII,	
3. The party ma	king this substitution is a	I I plaintiff IX I defendant I	petitioner respondent other (specify):
		CE TO PARTIES APPLYING TO F	
	*NOTIC	CE TO PARTIES APPLYING TO F	REPRESENT THEMSELVES
	*NOTIO	CE TO PARTIES APPLYING TO F • Personal Representative	REPRESENT THEMSELVES
	*NOTIC	CE TO PARTIES APPLYING TO F	REPRESENT THEMSELVES • Guardian ad litem
If you are a	*NOTIO • Guardian • Conservator • Trustee pplying as one of the par	CE TO PARTIES APPLYING TO F • Personal Representative • Probate fiduciary • Corporation rties on this list, you may NOT a	REPRESENT THEMSELVES Guardian ad litem Unincorporated
If you are a	*NOTIO Guardian Conservator Trustee pplying as one of the parte one attorney for anoth	Personal Representative Personal Representative Probate fiduciary Corporation rties on this list, you may NOT a er attorney. SEEK LEGAL ADVI	REPRESENT THEMSELVES • Guardian ad litem • Unincorporated association ct as your own attorney in most cases. Use this form ICE BEFORE APPLYING TO REPRESENT YOURSELF. T ATTORNEYS Beek legal assistance. Failure to take
if you are a to substitut	*NOTIO Guardian Conservator Trustee pplying as one of the parte one attorney for anoth	Personal Representative Personal Representative Probate fiduciary Corporation rties on this list, you may NOT a er attorney. SEEK LEGAL ADVI	REPRESENT THEMSELVES • Guardian ad litem • Unincorporated association ct as your own attorney in most cases. Use this form ICE BEFORE APPLYING TO REPRESENT YOURSELF. T ATTORNEYS Beek legal assistance. Failure to take
If you are a to substitut	*NOTIO • Guardian • Conservator • Trustee pplying as one of the particle one attorney for anoth A party representing he timely and appropriate	Personal Representative Personal Representative Probate fiduciary Corporation rties on this list, you may NOT a er attorney. SEEK LEGAL ADVI	REPRESENT THEMSELVES • Guardian ad litem • Unincorporated association ct as your own attorney in most cases. Use this form ICE BEFORE APPLYING TO REPRESENT YOURSELF. T ATTORNEYS Beek legal assistance. Failure to take
If you are a to substitute 4. I consent to to Date: Nove	*NOTIO • Guardian • Conservator • Trustee pplying as one of the particle one attorney for anoth A party representing the timely and appropriate this substitution. ember 5, 2024	Personal Representative Personal Representative Probate fiduciary Corporation rties on this list, you may NOT a er attorney. SEEK LEGAL ADVI	Guardian ad litem Unincorporated association cot as your own attorney in most cases. Use this form ICE BEFORE APPLYING TO REPRESENT YOURSELF. T ATTORNEYS eak legal assistance. Failure to take in serious legal consequences. And Alexandra Alexand
If you are a to substitute 4. I consent to to Date: Nove	*NOTIO • Guardian • Conservator • Trustee pplying as one of the parte one attorney for anoth A party representing head timely and appropriate this substitution.	Personal Representative Personal Representative Probate fiduciary Corporation rties on this list, you may NOT a er attorney. SEEK LEGAL ADVI	REPRESENT THEMSELVES • Guardian ad litem • Unincorporated association ct as your own attorney in most cases. Use this form ICE BEFORE APPLYING TO REPRESENT YOURSELF. T ATTORNEYS Beek legal assistance. Failure to take
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4. I consent to to Date: Nove	*NOTIO • Guardian • Conservator • Trustee pplying as one of the particle one attorney for anoth A party representing the timely and appropriate this substitution. ember 5, 2024 cinhoff Holmes (TYPE OR PRINT NAME) Int to this substitution.	Personal Representative Personal Representative Probate fiduciary Corporation rties on this list, you may NOT a er attorney. SEEK LEGAL ADVI	Guardian ad litem Unincorporated association cot as your own attorney in most cases. Use this form ICE BEFORE APPLYING TO REPRESENT YOURSELF. T ATTORNEYS eak legal assistance. Failure to take in serious legal consequences. And Alexandra Alexand
4. I consent to to Date: Nove	*NOTICE • Guardian • Conservator • Trustee pplying as one of the particle one attorney for anoth A party representing the timely and appropriate this substitution. ember 5, 2024 einhoff Holmes (TYPE OR PRINT NAME) Int to this substitution. ember 7, 2024	Personal Representative Personal Representative Probate fiduciary Corporation rties on this list, you may NOT a er attorney. SEEK LEGAL ADVI	Guardian ad litem Unincorporated association cot as your own attorney in most cases. Use this form ICE BEFORE APPLYING TO REPRESENT YOURSELF. T ATTORNEYS eak legal assistance. Failure to take in serious legal consequences. And Alexandra Alexand
4. I consent to to Date: Nove Linda Stee 5. X I conser Date: Nove Nolan S. 6. X I conser Date: Nove	*NOTICE • Guardian • Conservator • Trustee pplying as one of the particle one attorney for anoth A party representing the timely and appropriate of the party representation. Type or Print Name of the party representing the party representing the party representation. Type or Print Name of the party representing the party representation.	Personal Representative Personal Representative Probate fiduciary Corporation rties on this list, you may NOT a er attorney. SEEK LEGAL ADVI	Guardian ad litem Unincorporated association ct as your own attorney in most cases. Use this form ICE BEFORE APPLYING TO REPRESENT YOURSELF. T ATTORNEYS beek legal assistance. Failure to take in serious legal consequences. And Advance of Party)
4. I consent to to Date: Nove Linda Stee 5. X I conser Date: Nove Nolan S. 6. X I conser Date: Nove	*NOTICE • Guardian • Conservator • Trustee pplying as one of the particle one attorney for anoth A party representing the timely and appropriate of this substitution. ember 5, 2024 einhoff Holmes (TYPE OR PRINT NAME) Int to this substitution. ember 7, 2024 Armstrong (TYPE OR PRINT NAME) Int to this substitution.	Personal Representative Personal Representative Probate fiduciary Corporation rties on this list, you may NOT a er attorney. SEEK LEGAL ADVI	Guardian ad litem Unincorporated association ct as your own attorney in most cases. Use this form ICE BEFORE APPLYING TO REPRESENT YOURSELF. T ATTORNEYS beek legal assistance. Failure to take in serious legal consequences. And Advance of Party)

CASE NAME:	CASE NUMBER:
Feldman v. Holmes	CGC-21-594129

PROOF OF SERVICE BY MAIL Substitution of Attorney - Civil

nstructions: After having all parties served by mail with the Substitution of Attorney-Civil, have the person who mailed the document complete this Proof of Service by Mail. An <u>unsigned</u> copy of the Proof of Service by Mail should be completed and served with the document. Give the Substitution of Attorney-Civil and the completed Proof of Service by Mail to the clerk for filing. If you are epresenting yourself, someone else must mail these papers and sign the Proof of Service by Mail.				
1. I am over the age of 18 and not a party to this cau residence or business address is (specify):	. I am over the age of 18 and not a party to this cause . I am a resident of or employed in the county where the mailing occurred. My residence or business address is <i>(specify)</i> :			
	. I served the Substitution of Attorney-Civil by enclosing a true copy in a sealed envelope addressed to each person whose name and address is shown below and depositing the envelope in the United States mail with the postage fully prepaid.			
(1) Date of mailing:	2) Place of mailing (city and state):			
3. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.				
Date:				
(TYPE OR PRINT NAME) (SIGNATURE)				
NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED				

•		Name of person served: Address (number, street, city, and ZIP):
		Name of person served: Address (number, street, city, and ZIP):
		Name of person served: Address (number, street, city, and ZIP):
	_	Name of person served: Address (number, street, city, and ZIP):
	i. j.	Name of person served: Address (number, street, city, and ZIP):

List of names	and addresses	continued in	n attachment.



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CERTIFICATE OF SERVICE VIA E-MAIL

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

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

Plaintiff in Pro Per DANIEL FELDMAN:

Mr. Daniel Feldman 13647 Aragon Way, Apt. 303 Louisville, KY 40245 Phone: 307-699-3223

E-Mail: danieljfeldmanphd@gmail.com

Co-Counsel for Linda S. Holmes:

Marvin Straus, Esq. Straus Meyers, LLP 225 Broadway, Suite 1550 San Diego, CA 92101 Phone: 619-595-6020

Fax: 619-535-0201

E-Mail: mjs@strausmeyers.com; LXD@strausmeyers.com; cms@strausmeyers.com;

New Attorneys For Defendant Linda S.

Holmes:

Adrianne C. Duncan, Esq. Whitney L. Wu-Chu, Esq.

Clapp, Moroney, Vucinich, Beeman and

Scheley

5860 Owens Drive, Suite 410

Pleasanton, CA 94588 Phone: 925-734-0990

Fax: 925-734-0888

E-Mail: aduncan@clappmoroney.com;

lmckinnie@clappmoroney.com;

jjallab@clappmoroney.com;

22 phira@clappmoroney.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on November 7, 2024 at Pleasant Hill, California.

ROSE MUNOZ ORTIZ

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Contact Us

THE SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO

Case Number: CGC21594129

Title: DANIEL FELDMAN, PH.D. VS. LINDA STEINHOFF HOLMES ET AL

Cause of Action: WRONGFUL EVICTION Generated: 2025-02-04 6:40 am

Register of Actions Parties Attorneys Calendar Payments Documents

Attorneys

now 10 v entries			Search:
Name	Bar Number	Address and Phone Number	Parties Represented
ABERN, STEVEN SHERIFF	148690	HAAPALA, ALTURA, THOMPSON & ABERN, LLP 1939 HARRISON STREET SUITE 800 OAKLAND, CA 946123527 510-763-2324 sabern@htalaw.com	HOLMES, LINDA STEINHOFF (DEFENDANT)
BERN, STEVEN SHERIFF	148690	HAAPALA, THOMPSON & ABERN, LLP 1939 HARRISON STREET SUITE 800 OAKLAND, CA 946123527 510-763-2324 sabern@htalaw.com	HOLMES, LINDA STEINHOFF (DEFENDANT)
RMSTRONG, NOLAN S	241311	MCNAMARA, AMBACHER, WHEELER, HIRSIG & GRAY LLP 3480 BUSKIRK AVENUE SUITE 250 PLEASANT HILL, CA 94523 925-939-5330 nolan.armstrong@mcnamaralaw.com	
DAVIN, STEPHANIE	307911	RANKIN STOCK HEABERLIN 96 N. THIRD ST., #500 SAN JOSE, CA 951127709 408-293-0463	
DUNCAN, ADRIANNE C.	284697	CLAPP, MORONEY, VUCINICH, BEEMEN + SCHELEY A PROFESSIONAL CORPORATION 5860 OWENS DRIVE, SUITE 410 PLEASANTON, CA 94588 925-734-0990 aduncan@clappmoroney.com	HOLMES, LINDA STEINHOFF (DEFENDANT)
STRAUS, MARVIN J.	199315	STRAUS MEYERS LLP 225 BROADWAY SUITE 1550 SAN DIEGO, CA 92101 619-595-6020 mjs@strausmeyers.com	HOLMES, LINDA STEINHOFF (DEFENDANT)
SWANSON, JULIEN	193957	JULIEN SWANSON 584 CASTRO STREET #2126 SAN FRANCISCO, CA 94114 415-282-4511 swanson@austinlawgroup.com	

1 of 1 04/02/2025, 06:41

Contact Us

THE SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO

Case Number: CGC21594129

 $\label{thm:conditional} \mbox{Title: DANIEL FELDMAN, PH.D. VS. LINDA STEINHOFF HOLMES ET AL }$

Cause of Action: WRONGFUL EVICTION Generated: 2025-02-04 6:43 am

Register of Actions Parties Attorneys Calendar Payments Documents

Calendar

Court Date	Matter(s)	Location	Judge
- Court Buto	ination(o)	20041011	
2025-02-24 9:30 AM	MASTER CALENDAR COURT	CIVIC CENTER COURTHOUSE ROOM 206	ROCHELLE EAST
2024-09-16 9:30 AM	MASTER CALENDAR COURT Off Calendar Sep-09-2024 Continued To Feb-24-25 At 09:30 A.M. In Dept 206	CIVIC CENTER COURTHOUSE ROOM 206	ANNE-CHRISTINE MASSULLO
2024-08-21 8:30 AM	MANDATORY SETTLEMENT CONFERENCE Off Calendar Aug-26-2024 Off Calendar	CIVIC CENTER COURTHOUSE ROOM 212	SETTLEMENT ATTORNEY 2
2024-05-24 9:30 AM	Notice Of Motion For Award Of Attorneys Fees And Costs Pursuant To Sfac 37.9(F) Off Calendar May-24-2024 Text Ruling MINI MINUTES: No appearances, tentative ruling adopted as follows:	CIVIC CENTER COURTHOUSE ROOM 501	CHARLES F. HAINES
	DEFENDANT LINDA HOLMES NOTICE OF MOTION FOR AWARD OF ATTORNEYS FEES AND COSTS PURSUANT TO SFAC 37.9(F) is DENIED. Moving party failed to cite any authority for the proposition that it is the "prevailing party" entitled to recovery of attorney's fees in this action that has not yet been reduced to a judgment or been dismissed. Defendant may file its motion for attorney's fees if necessary and proper upon entry of judgment or dismissal.		
	Prevailing party to prepare order in compliance with CRC 3.1312(b). Judge: Charles F. Haines; Clerk: Vanessa Wu; Not Reported. (D501)		
2024-03-11 9:30 AM	MASTER CALENDAR JURY Off Calendar Mar-05-2024 Continued To Sep-16-24 At 09:30 A.M. In Dept 206	CIVIC CENTER COURTHOUSE ROOM 206	ANNE-CHRISTINE MASSULLO
2024-02-01 9:30 AM	MOTION FOR SUMMARY ADJUDICATION Off Calendar Feb-01-2024 Text Ruling MINI MINUTES: Appearances:	CIVIC CENTER COURTHOUSE ROOM 501	RONALD E. QUIDACHAY
	Daniel Feldman, PH.D, Plaintiff in Pro Per, via zoom Jody Struck Esq., HAAPALA, ALTURA, THOMPSON & ABERN, LLP, 510-763-2324, via zoom for defendant		
	Mr. Feldman contests the tentative. After reviewing the pleadings and listening to oral arguments the court adopts the tentative		

1 of 2 04/02/2025, 06:44

Court Date	Matter(s)	Location	Judge
	FOR SUMMARY ADJUDICATION is		
	GRANTED in part and DENIED in part.		
	Motion is granted as to issue 1 on the second		
	cause of action. Moving party shifted its		
	burden and the plaintiff failed to create a		
	triable issue of material fact. Motion is denied		
	as to issue 2 regarding the purported claim		
	for treble damages in the third cause of		
	action. Motion for Summary Adjudication is		
	framed by the pleadings. Moving party fails to		
	point to any part of the third cause of action		
	claiming treble damages by paragraph or		
	page/line number. The Court took judicial		
	notice of the Complaint and could not locate		
	any request for treble damages within the		
	third cause of action, pages 12:15-13:1.		
	Prevailing party to prepare order in		
	compliance with CRC 3.1312(b). Judge:		
	Ronald E. Quidachay; Clerk: Vanessa Wu;		
	Not Reported. (D501)		
2023-05-08 9:30 AM	MASTER CALENDAR JURY	CIVIC CENTER COURTHOUSE ROOM	ANNE-CHRISTINE MASSULLO
	Off Calendar Mar-23-2023 Continued To	206	
	Mar-11-24 At 09:30 A.M. In Dept 206		
2023-03-06 9:30 AM	MASTER CALENDAR JURY	CIVIC CENTER COURTHOUSE ROOM	ANNE-CHRISTINE MASSULLO
	Off Calendar Jan-06-2023 Continued To	206	
	May-08-23 At 09:30 A.M. In Dept 206		
2022-11-07 9:30 AM	MASTER CALENDAR JURY	CIVIC CENTER COURTHOUSE ROOM	SAMUEL K. FENG
	Off Calendar Apr-13-2022 Set For Trial On	206	
	Mar-06-23 At 09:30 A.M. In Dept 206		
2022-04-13 10:30 AM	CASE MANAGEMENT CONFERENCE	CIVIC CENTER COURTHOUSE ROOM	SAMUEL K. FENG
	Off Calendar Apr-01-2022 Set For Trial On	610	
	Nov-07-22 At 09:30 A.M. In Dept 206		
			Previous 1 2
nowing 1 to 10 of 13 entries			Previous 1 2

2 of 2

Contact Us

THE SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO

Case Number: CGC21594129

Title: DANIEL FELDMAN, PH.D. VS. LINDA STEINHOFF HOLMES ET AL

Cause of Action: WRONGFUL EVICTION Generated: 2025-02-04 6:42 am

Register of Actions Parties Attorneys Calendar Payments **Documents**

Parties

ow 10 v entries			Search:
Party	Party Type	Attorneys	Filings
OOES 1-10, INCLUSIVE	DEFENDANT		JUL-28-2021 COMPLAINT
FELDMAN PH.D., DANIEL 13647 ARAGON WAY APT. 303 .OUISVILLE, KY 40245	PLAINTIFF	Pro Per SWANSON, JULIEN (Deactive 2023-02-03)	JUL-28-2021 COMPLAINT JUL-28-2021 COMPLAINT AUG-27-2021 SUMMONS ISSUED MAR-30-2022 CASE MANAGEMENT STATEMENT DEC-14-2022 DECLARATION OF DEC-14-2022 MEMORANDUM OF POINTS AND AUTHORITIES DEC-14-2022 GENERIC CIVIL FILING (WITFEE) DEC-30-2022 GENERIC CIVIL FILING (WITFEE) DEC-30-2022 GENERIC CIVIL FILING (WITFEE) DEC-30-2023 SUBSTITUTION OF ATTORNEY FEB-27-2023 ORDER ON COURT FEE WAIVER FEB-27-2023 GENERIC CIVIL FILING (WITFEE) MAR-16-2023 DECLARATION OF MAR-16-2023 MEMORANDUM OF POINTS AND AUTHORITIES MAR-16-2023 PROOF OF SERVICE BY ELECTRONIC MAIL MAR-21-2023 DECLARATION OF MAR-21-2023 DECLARATION OF MAR-21-2023 DECLARATION OF MAR-21-2023 TIPULATION MAR-21-2023 TIPULATION MAR-21-2023 STIPULATION MAR-21-2023 STIPULATION MAR-21-2023 PROOF OF SERVICE BY ELECTRONIC MAIL JUL-08-2024 PROOF OF SERVICE BY ELECTRONIC MAIL JUL-08-2024 PROOF OF SERVICE BY ELECTRONIC MAIL JUL-08-2024 PROOF OF SERVICE BY ELECTRONIC MAIL AUG-07-2024 EX PARTE APPLICATION FOOR DER AUG-07-2024 DECLARATION OF AUG-07-2024 DECLARATION OF

1 of 2 04/02/2025, 06:43

Party	Party Type	Attorneys	Filings
			AUG-08-2024 NOTICE AUG-08-2024 GENERIC CIVIL FILING (NO FEE) AUG-26-2024 EX PARTE APPLICATION FOR ORDER AUG-26-2024 NOTICE AUG-26-2024 DECLARATION AUG-26-2024 GENERIC CIVIL FILING (NO FEE)
HOLMES, LINDA STEINHOFF	DEFENDANT	ABERN, STEVEN SHERIFF ARMSTRONG, NOLAN S (Deactive 2024-11-14) DAVIN, STEPHANIE (Deactive 2023-11-16) DUNCAN, ADRIANNE C. STRAUS, MARVIN J.	JUL-28-2021 COMPLAINT DEC-06-2021 GENERIC CIVIL FILING (WITH FEE) DEC-14-2021 CASE MANAGEMENT STATEMENT DEC-14-2021 JURY FEES FEB-14-2022 CASE MANAGEMENT STATEMENT MAR-11-2022 ANSWER MAR-17-2022 ASSOCIATION OF ATTORNEYS APR-05-2022 OBJECTION TO TRIAL SETTING DEC-27-2022 GENERIC CIVIL FILING (WITH FEE) DEC-30-2022 GENERIC CIVIL FILING (NO FEE) MAR-16-2023 GENERIC CIVIL FILING (NO FEE) MAR-21-2023 STIPULATION SEP-12-2023 ASSOCIATION OF ATTORNEYS NOV-08-2023 MOTION FOR SUMMARY ADJUDICATION NOV-08-2023 MEMORANDUM OF POINTS AND AUTHORITIES NOV-08-2023 SEPARATE STATEMENT OF FACTS NOV-08-2023 REQUEST FOR JUDICIAL NOTICE NOV-16-2023 SUBSTITUTION OF ATTORNEY JAN-24-2024 REPLY JAN-24-2024 REPLY JAN-24-2024 GENERIC CIVIL FILING (WITH FEE) MAR-01-2024 GENERIC CIVIL FILING (WITH FEE) MAR-06-2024 NOTICE OF ENTRY OF ORDER/NOTICE OF RULING FILED MAR-15-2024 NOTICE OF ENTRY OF ORDER/NOTICE OF RULING FILED APR-24-2024 MEMORANDUM OF POINTS AND AUTHORITIES APR-24-2024 MEMORANDUM OF POINTS AND AUTHORITIES APR-24-2024 MOTION (CIVIL GENERIC) APR-24-2024 MOTION (CIVIL GENERIC) APR-24-2024 DECLARATION OF ATTORNEYS NOV-14-2024 SUBSTITUTION OF
Showing 1 to 3 of 3 entries			Previous 1 Next

Showing 1 to 3 of 3 entries Previous 1 Next

2 of 2

Contact Us

THE SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO

Case Number: CGC21594129
Title: DANIEL FELDMAN, PH.D. VS. LINDA STEINHOFF HOLMES ET AL

Cause of Action: WRONGFUL EVICTION Generated: 2025-02-04 6:45 am

Register of Actions Parties Attorneys Calendar Payments Documents

Payments

Show 10 v en	itries			Search:
Date	Amount	Payment Type	Receipt Number	Reason
2021-08-25	\$450.00	ELECTRONIC	H2521825F004	CIVIL COMPLAINT/PETITION/OTHER FIRST PAPER
2021-12-13	\$435.00	ELECTRONIC	W6621C13F019	CIVIL FIRST PAPER ANSWER/RESPONSE/PLEADING
2021-12-22	\$150.00	ELECTRONIC	B4921C22J002	JURY FEES
2022-12-14	\$60.00	ELECTRONIC	H4522C14E007	EX PARTE MOTION
2022-12-27	\$20.00	ELECTRONIC	H4522C27C002	REQ OR STIP AND ORDER W/O HEARING
2022-12-30	\$20.00	ELECTRONIC	H4522C30C013	REQ OR STIP AND ORDER W/O HEARING
2023-03-17		IFP	H4523317E005	EX PARTE MOTION
2023-03-21		IFP	H4523321E010	EX PARTE MOTION
2023-11-09	\$500.00	ELECTRONIC	W0623B09S005	MOTION FOR SUMMARY ADJUDICATION
2024-03-01	\$60.00	ELECTRONIC	W1524301E002	EX PARTE MOTION
Showing 1 to 10 c	of 13 entries			Previous 1 2 Next

1 of 1

1	DANIEL J. FELDMAN, PH.D			
2	13647 Aragon Way Apt 303 Louisville, KY 40245			
3	Tel: (307) 699-3223 Email: danieljfeldmanphd@gmail.com			
4				
5	PLAINTIFF PRO SE			
6	SUPERIOR COURT	OF THE STATE OF CALIFORNIA		
	FOR THE COUNTY OF SAN FRANCISCO			
7	UNLIMITED JURISDICTION			
8 9	DANIEL J. FELDMAN, PH.D Plaintiff) Case No.: CGC 21-594129		
10) PLAINTIFF'S DECLARATION IN		
11	VS.) SUPPORT OF OPPOSITION TO) DEFENDANT'S MOTION FOR A		
12	LINDA STEINHOFF HOLMES,	TRIAL CONTINUANCE		
13	AND DOES 1-30 Defendants) Date Submitted: February 5, 2025		
14	Defendants	Date of Hearing: February 6, 2025 11:00AM		
15		Dept. 206		
16		Honorable Rochelle East, Judge Presiding		
17 18	PLAINTIFF'S DECLARATION IN SUI MOTION FOR A TRIAL CONTINUAN	PPORT OF OPPOSITION TO DEFENDANT'S NCE		
19	I. INTRODUCTION			
20	I. INTRODUCTION			
21	I. Daniel J. Feldman. Ph.D. . declare under	r penalty of perjury under the laws of the State of		
22	California as follows:			
23	Camonna as follows.			
24	1. I am the Plaintiff in this action an	d make this declaration based on my personal		
25	knowledge.			
26	Allowiougo.			
27				
28	PLAINTIFF'S DECLARA	TION IN SUPPORT OF OPPOSITION TO		
_		ΓΙΟΝ FOR A TRIAL CONTINUANCE		

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1	2. I respectfully oppose Defendant's Ex Parte Application for Continuance on the grounds
2	that it is procedurally unfair, selectively applied, and unsupported by the required
3	medical documentation.
4	
5	
6	II. DEFENSE'S PATTERN OF PROCEDURAL MISCONDUCT
7	III. DETENDE STATTERI VOI TROCEDCIALE MISCOMDOCT
8	3. The Defense has a history of misrepresenting case history and selectively applying
9	different legal standards, including:
11	o Opposing my prior medical continuance while now requesting one for themselves
12	without any medical proof.
13	o Filing a continuance for me due to my hit-and-run accident, then later mocking
14	and downplaying the severity of the incident.
15	 Expanding their legal team from 2 attorneys to 13 to inflate costs and financially
16	pressure me.
17	 Misrepresenting insurance coverage to keep fraudulent legal funding.
1819	
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28	PLAINTIFF'S DECLARATION IN SUPPORT OF OPPOSITION TO

1	DANIEL J. FELDMAN, PH.D 13647 Aragon Way Apt 303			
2	Louisville, KY 40245			
3	Tel: (307) 699-3223 Email: danieljfeldmanphd@gmail.com			
4	PLAINTIFF PRO SE			
5				
6	SUPERIOR COURT OF	THE STATE OF CALIFORNIA		
7	FOR THE COUNTY OF SAN FRANCISCO			
	UNLIMITED JURISDICTION			
8 9	DANIEL J. FELDMAN, PH.D Plaintiff) Case No.: CGC 21-594129		
10) PLAINTIFF'S WRITTEN OBJECTION TO		
11	VS.) RULING ON DEFENDANT'S EX PARTE) APPLICATION FOR CONTINUANCE		
12	LINDA STEINHOFF HOLMES,) DUE TO DENIAL OF DUE PROCESS		
13	AND DOES 1-30) Date Submitted: February 6, 2025		
14	Defendants) Date of Hearing: February 6, 2025 11:00am) Dept. 206		
) Honorable Rochelle East		
15		—) Judge Presiding		
16				
17 18	PARTE APPLICATION FOR CONTI	ON TO RULING ON DEFENDANT'S EX NUANCE		
19	TO THE COURT AND ALL PARTIES:			
20	Plaintiff, Daniel J. Feldman, Ph.D. , submits t	his vivitton chiestian massuding the miling on		
21				
22	Defendant's Ex Parte Application for an Oro	der to Continue Trial, adding further critical issues:		
23				
24				
25				
26				
27				
$\begin{bmatrix} 27 \\ 28 \end{bmatrix}$	PI ΔΙΝΤΙΕΕ'ς WRITTE	N OBJECTION TO RULING ON		
40	DEFENDANT'S EX PARTE A	APPLICATION FOR CONTINUANCE		
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was unable to file or have anyone file on my behalf as the Plaintiff was REMOVED from the case, very coincidentally and very conveniently for big frivolous claims.

- During the time Plaintiff could not file, he should have been allowed to make oral arguments at the hearings, but the clerks erroneously told the Judge that my lack of filings disqualified Plaintiff, the non-moving party, from speaking, and it did not in violation of Rule 8.3.
- Furthermore, the Plaintiff's motion for reconsideration could not be heard as the Judge, being an Emeritus Judge, could only have a hearing scheduled by a clerk, and clerks refused to reply or to schedule the hearing. To meet the filing deadline, I filed it with the hearing date left blank, and for that reason, the same clerks rejected it.
- If the Court grants the Defense additional time, fairness requires that Plaintiff be granted the opportunity to complete discovery.
 - The Defense has been awarded an unfavorable amount of time with this Court while the Plaintiff has been gagged. Plaintiff was assured by Senior Court Leadership only yesterday that he would be treated fairly and judiciously by this new Judge. However, that was not the case, and it appears that given the totality of the experiences in this Court, that Justice, Fairness, and Accountability are too far out of reach.

V. THE COURT IS GIVING DEFENDANT SPECIAL TREATMENT BASED ON HER PROVEN LIES

Defendant has already been **proven to be lying about Plaintiff allegedly attacking her**, yet she continues to repeat the same falsehoods in court. The Defendant and her attorney

overturned a Demurrer ruling promising this Court that they had undeniable proof that Plaintiff had attacked her multiple times. And yet during ten months of the case, she was allowed to make Plaintiff's apartment uninhabitable, leading to the death of his 39-yr old partner, his cat, and Plaintiffs him and two remaining cat.

- During that time, repeated requests to the Court to restore habitability went entirely ignored, sacrificing the Plaintiff's health in fatally toxic living conditions, forcing Plaintiff to live elsewhere the entire time.
- At the end of her Unlawful Detainer, despite promises to the Court of undeniable evidence of Plaintiff's violence, she claims to not recall any dates of the events, there was never a call to 911, there were no police reports, there were no medical bills, no injuries, no photos, no videos, nothing but her family and employees on the property who said it happened.
- The Defendant's family was running a drug lab pointed out to the Plaintiff by the SFPD when the Plaintiff had unintentionally reported energy theft to the authorities when PG&E alerted him that new lines were added to his fuse box. He was paying for electricity in all the common areas, inside and outside, the Defendant's office, her privately rented garage, and the front rooms of the two apartments above his. Alerting the police to that kind of activity is motivation enough for some people in that industry to want to murder you, or slander you to have you thrown in jail.
- The Court is giving her special treatment based on these false claims, despite Plaintiff having won in court previously by proving that her accusations were fabricated.
- This is the exact behavior that led to the defamation claims in this case, yet the Court is now allowing her to weaponize the same slander to gain procedural advantages.

VI. DEFENDANT'S SLANDER HAS DIRECTLY AFFECTED PLAINTIFF'S

- Defendant's false claims have been used to deny Plaintiff access to healthcare, leading to delays in necessary treatments.
- The Court's previous refusal to guarantee Plaintiff habitability in his home during an Unlawful Detainer led to the death of his partner. The Judge in that matter confided he had known the Defendant his entire life and that they could not possibly be involved in any behavior like that.
- Plaintiff has suffered severe medical consequences due to the ongoing defamation and obstruction, currently blocked from nearly every Urgent Care or Emergency Room in the country, with the threat of arrest due to Zero Tolerance Policies for Elder Abuse, told to them directly from the Defendant and broadcast on Epic MyChart. He currently cannot get a Primary Care physician to even refill his prescriptions. And the Defendant wants this Court to take her at her word with no medical proof whatsoever. It is a clear double standard that is either sexist, as a woman would never be the one violent to a man, or homophobic, or both.

VII. PLAINTIFF'S HUNGER STRIKE – A DIRECT RESPONSE TO THE COURT'S FAILURE TO ENSURE JUSTICE

 Plaintiff is currently on Day 11 of a hunger strike due to the Court's continued refusal to grant due process and fairness.

- This Court told Plaintiff in 2020 that he had a valid defamation claim, and the

 Defendant and attorney wrote the Plaintiff a settlement with the Judge present.

 Plaintiff he agreed to voluntarily give up his 3-bedroom rent-stabilized apartment in

 Duboce Triangle, they paid him \$14,000 moving costs, and the settlement was left open
 with explicit language to collect damages estimated at the time to be well-exceeding

 \$1M in Civil Court. This is the same Court that is now allowing the same slander to be
 used against him, to deny him Discovery, and to allow frivolous claims that he
 surrendered his apartment in 2019 and missed the statute of limitations to file only 8

 months after surrendering, when clearly she had an Unlawful Detainer trying to evict
 him until September 2020, when he prevailed and kept possession of the apartment.
- Plaintiff has been left destitute, unable to work, alone grieving the loss of his family, and unable to access healthcare because of the Defendant's actions.
- The Court is now siding with the same lies that have already been disproven, leaving Plaintiff with no option but to continue this hunger strike in protest.
- Attached is the full list of hunger strike demands centered on this case and the lack of due process and prevalence of bias.

VIII. REQUEST FOR RELIEF

Plaintiff respectfully requests that the Court:

 Vacate the ruling on Defendant's Ex Parte Application for Continuance due to procedural due process violations.

1	2. Grant Plaintiff the opportunity to formally present his opposition before any ruling is
2	finalized.
3	3. Require the Defense to submit medical documentation before granting any
4	continuance.
5	4. Reconsider the refusal to reopen discovery, as the Defense was not impeded while
6	Plaintiff was blocked from participating in discovery. In fact, she had seven attorneys
7	at the time.
8 9	5. Issue a formal inquiry into the Defense's continued use of slanderous and disproven
9 10	claims against Plaintiff within these proceedings.
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13	Respectfully submitted,
14	Respectivity submitted,
15	DATED: February 6, 2025
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18	By:
19 20	Daniel J. Feldman, Ph.D.
21	Plaintiff, Pro Se
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DEFENDANT'S EX PARTE APPLICATION FOR CONTINUANCE

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