IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FIRST APPELLATE DISTRICT

THE SUPERIOR COURT OF SAN FRANCISCO COUNTY
Honorable Richard B. Ulmer, Jr.
CASE TYPE: Civil

Ramona Mayon vs. London Breed et al

RAMONA MAYON
Appellant
v.
LONDON BREED et al
Respondent

Appellate Court No. A171913
Superior Ct. No. CGC-24-611907

Volume 1 of 1
Pages 1 to 294

Clerk's Transcript Original (Appeal filed: 10/14/24)

APPEARANCE FOR Appellant

RAMONA MAVON
1559 SLOAT BLVD
SUITE B-BOX 175
SAN FRANCISCO, CA 94132

APPEARANCE FOR Respondent

ZUZANA J. IKELS
DEPUTY CITY ATTORNEY
FOX PLAZA
1390 MARKET STREET,SIXTH FLOOR
SAN FRANCISCO, CALIFORNIA 94102

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# Superior Court of California, County of San Francisco

# Case Information

## CGC-24-611907

RAMONA MAYON VS. LONDON BREED ET AL (Unlimited)

## Register of Actions

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| Jan-26-2024 | CIVIL RIGHTS, COMPLAINT FILED BY PLAINTIFF<br>MAYON, RAMONA<br>AS TO DEFENDANT<br>BREED, LONDON , MAYOR, ONLY IN THEIR OFFICIAL CAPACITY<br>MCSPADDEN, SHIREEN DIRECTOR OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY<br>DOES 1-50<br>SUMMONS ISSUED, JUDICIAL COUNCIL CIVIL CASE COVER SHEET FILED<br>CASE MANAGEMENT CONFERENCE SCHEDULED FOR JUN-26-2024<br>PROOF OF SERVICE DUE ON MAR-26-2024<br>CASE MANAGEMENT STATEMENT DUE ON JUN-03-2024 | IFP | d |
| Jan-26-2024 | NOTICE TO PLAINTIFF | | d |
| Jan-26-2024 | REQUEST TO WAIVE COURT FEES AND COSTS PURSUANT TO G.C. 68633, CRC 3.51, 8.26, AND 8.818 (CONFIDENTIAL) FILED BY PLAINTIFF<br>MAYON, RAMONA<br>ORDER FOR WAIVER OF COURT FEES AND COSTS GRANTED PURSUANT TO G.C. 68634 (E), CRC 3.52 | | d |
| Jan-29-2024 | DECLARATION OF RAMONA MAYON FILED BY PLAINTIFF<br>MAYON, RAMONA | | d |
| Jan-30-2024 | SUMMONS ON COMPLAINT, PROOF OF SERVICE ONLY, FILED BY PLAINTIFF<br>MAYON, RAMONA<br>SERVED JAN-30-2024, PERSONAL SERVICE AS TO DEFENDANT<br>BREED, LONDON , MAYOR, ONLY IN THEIR OFFICIAL CAPACITY | | d |
| Jan-30-2024 | SUMMONS ON COMPLAINT, PROOF OF SERVICE ONLY, FILED BY PLAINTIFF<br>MAYON, RAMONA<br>SERVED JAN-27-2024, SUBSTITUTE SERVICE ON NATURAL PERSON, MAILING DATE JAN-27-2024 AS TO DEFENDANT<br>MCSPADDEN, SHIREEN DIRECTOR OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY | | d |
| Feb-29-2024 | DEMURRER TO COMPLAINT (TRANSACTION ID # 72207721) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO<br>HEARING SET FOR MAR-27-2024 AT 09:30 AM IN DEPT 302 | EXEMPT | e |
| Feb-29-2024 | MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEMURRER TO PLAINTIFFS COMPLAINT (TRANSACTION ID # 72207721) (TRANSACTION ID # 72207721) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO | | e |
| Feb-29-2024 | DECLARATION OF ZUZANA IKELS IN SUPPORT OF DEMURRER TO PLAINTIFFS COMPLAINT (TRANSACTION ID # 72207721) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO | | e |
| Feb-29-2024 | REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRER (TRANSACTION ID # 72207721) FILED BY DEFENDANT<br>MAYOR LONDON BREED | | e |

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| | DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO | | |
| Mar-13-2024 | OPPOSITION DEMURRER FILED BY PLAINTIFF<br>MAYON, RAMONA | | d |
| Mar-20-2024 | REPLY TO OPPOSITION TO DEMURRER TO PLAINTIFF'S COMPLAINT (TRANSACTION ID # 72569893) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO | | e |
| Mar-27-2024 | MINI MINUTES FOR MAR-27-2024 09:30 AM FOR DEPT 302 | | |
| Mar-27-2024 | LAW & MOTION, DEPT. 302, AS TO THE MARCH-27-2024 HEARING RE: DEFENDANT MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN, CITY AND COUNTY OF SAN FRANCISCO'S DEMURRER TO COMPLAINT, THE COURT ADOPTS ITS TENTATIVE RULING. OFF CALENDAR. THE IKELS DECLARATION FAILS TO SHOW THAT THE PARTIES MET AND CONFERRED "IN PERSON, BY TELEPHONE, OR BY VIDEO CONFERENCE" IN COMPLIANCE WITH CCP 430.41. JUDGE: RICHARD B. ULMER JR.; CLERK: V. DA FONSECA; NOT REPORTED. (302/RBU) | | |
| Apr-24-2024 | DEMURRER TO COMPLAINT / NOTICE OF AMENDED DEMURRER & DEMURRER TO COMPLAINT (TRANSACTION ID # 72825785) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO<br>HEARING SET FOR MAY-29-2024 AT 09:30 AM IN DEPT 302 | EXEMPT | e |
| Apr-24-2024 | MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF AMENDED DEMURRER TO COMPLAINT (TRANSACTION ID # 72825785) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO | | e |
| Apr-24-2024 | DECLARATION OF ZUZANA IKELS IN SUPPORT OF AMENDED DEMURRER TO COMPLAINT (TRANSACTION ID # 72825785) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO | | e |
| Apr-24-2024 | REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF AMENDED DEMURRER (TRANSACTION ID # 72825785) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO | | e |
| May-10-2024 | JURY FEES DEPOSITED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO | 150.00 | |
| May-21-2024 | REPLY BRIEF AND NOTICE OF NON-OPPOSITION TO AMENDED DEMURRER TO COMPLAINT (TRANSACTION ID # 73132749) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO | | e |
| May-29-2024 | ORDER SUSTAINING DEFENDANTS' AMENDED DEMURRER TO COMPLAINT | | d |
| May-29-2024 | MINI MINUTES FOR MAY-29-2024 09:30 AM FOR DEPT 302 | | |
| May-29-2024 | LAW AND MOTION 302, HEARING RE: DEFENDANTS MAYOR LONDON BREED, | | |

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| | DIRECTOR SHIREEN MCSPADDEN, CITY AND COUNTY OF SAN FRANCISCO'S DEMURRER TO COMPLAINT. NO APPEARANCES, THE TENTATIVE RULING IS ADOPTED AS FOLLOWS: DEFENDANTS' AMENDED DEMURRER TO PLAINTIFF'S COMPLAINT IS SUSTAINED WITH LEAVE TO AMEND. ORDER SIGNED. JUDGE: RICHARD B. ULMER. CLERK: JACQUELINE ALAMEDA. NOT REPORTED. DEPUTY: NOT PRESENT. (302/RBU) | | |
| May-30-2024 | NOTICE OF ENTRY OF ORDER/NOTICE OF RULING FILED (TRANSACTION ID # 73274508) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN | | e |
| Jun-10-2024 | CASE MANAGEMENT CONFERENCE OF JUN-26-2024 CONTINUED TO AUG-28-2024 AT 10:30 AM IN DEPARTMENT 610. NOTICE SENT BY COURT. | | d |
| Jul-10-2024 | EX PARTE APPLICATION AND MEMORANDUM IN SUPPORT OF DISMISSAL OF PLAINTIFFS COMPLAINT AND ENTRY OF JUDGMENT (TRANSACTION ID # 73616548) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO | EXEMPT | e |
| Jul-10-2024 | DECLARATION OF ZUZANA S. IKELS IN SUPPORT OF EX PARTE APPLICATION AND MEMORANDUM IN SUPPORT OF DISMISSAL OF PLAINTIFFS COMPLAINT AND ENTRY OF JUDGMENT (TRANSACTION ID # 73616548) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO | | e |
| Jul-11-2024 | REMARK: AS TO THE JUL-11-24 DEFENDANT'S MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN AND CITY AND COUNTY OF SAN FRNCISCO'S EX PARTE APPLICATION AND MEMORANDUM IN SUPPORT OF DISMISSAL OF PLAINTIFF'S COMPLAINT AND ENTRY OF JUDGMENT, THE COURT DENIES THE APPLICATION WITHOUT PREJUDICE TO FILE A REGULARLY NOTICED MOTION. JUDGE: RICHARD B. ULMER JR.; CLERK: V. DA FONSECA; NOT REPORTED. (302/RBU) | | |
| Jul-24-2024 | NOTICE OF MOTION AND MOTION TO DISMISS COMPLAINT FOR FAILURE TO AMEND ; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DIMISSAL OF COMPLAINT AND ENTRY OF JUDGMENT (TRANSACTION ID # 73784580) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN<br>CITY AND COUNTY OF SAN FRANCISCO<br>HEARING SET FOR AUG-20-2024 AT 09:30 AM IN DEPT 302 | EXEMPT | e |
| Jul-24-2024 | DECLARATION OF ZUZANA S. IKELS IN SUPPORT OF MOTION TO DISMISS COMPLAINT AND ENTRY OF JUDGMENT (TRANSACTION ID # 73784580) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN | | e |
| Aug-05-2024 | CASE MANAGEMENT CONFERENCE OF AUG-28-2024 CONTINUED TO OCT-09-2024 AT 10:30 AM IN DEPARTMENT 610. NOTICE SENT BY COURT. | | d |
| Aug-13-2024 | REPLY IN SUPPORT OF MOTION TO DISMISS COMPLAINT FOR FAILURE TO AMEND AND ENTRY OF JUDGMENT (TRANSACTION ID # 74038821) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN | | e |

# Case Information

## CGC-24-611907

RAMONA MAYON VS. LONDON BREED ET AL (Unlimited)

## Register of Actions

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| Aug-14-2024 | ANSWER (TO THE MOTION TO DISMISS THE COMPLAINT) FILED BY PLAINTIFF<br>MAYON, RAMONA | | d |
| Aug-20-2024 | MINI MINUTES FOR AUG-20-2024 09:30 AM FOR DEPT 302 | | |
| Aug-20-2024 | LAW AND MOTION 302, DEFENDANT MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN AND CITY AND COUNTY OF SAN FRANCISCO'S UNOPPOSED MOTION TO DISMISS COMPLAINT FOR FAILURE TO AMEND IS GRANTED. THE PREVAILING PARTY IS TO SUBMIT A PROPOSED ORDER THAT IS VERBATIM WITH THE COURT'S RULING. JUDGE: RICHARD B. ULMER; CLERK: W. TRUPEK; NOT REPORTED (302/RBU) | | |
| Aug-20-2024 | ORDER GRANTING DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN, DEPT OF HOMELESSNESS SUPPORTIVE HOUSING, AND CITY AND COUNTY OF SAN FRANCISCO MOTION TO DISMISS | | d |
| Aug-20-2024 | NOTICE OF ENTRY OF ORDER/NOTICE OF RULING FILED (TRANSACTION ID # 74106771) FILED BY DEFENDANT<br>MAYOR LONDON BREED<br>DIRECTOR SHIREEN MCSPADDEN | | e |
| Sep-11-2024 | CASE MANAGEMENT CONFERENCE OF OCT-09-2024 IS OFF CALENDAR. DISMISSAL ON FILE PER AUGUST 20, 2024 ORDER. NOTICE SENT BY COURT. | | d |
| Oct-14-2024 | NOTICE OF APPEAL FILED BY APPELLANT<br>MAYON, RAMONA | IFP | d |
| Oct-14-2024 | PROOF OF SERVICE FILED BY APPELLANT<br>MAYON, RAMONA | | d |
| Nov-15-2024 | CLERK'S NOTICE OF FILING OF NOTICE OF APPEAL | | d |
| Nov-15-2024 | NOTICE OF DEFAULT ON APPEAL<br>SENT TO APPELLANT<br>MAYON, RAMONA | | d |
| Dec-02-2024 | NOTICE DESIGNATING RECORD ON APPEAL FILED BY APPELLANT<br>MAYON, RAMONA | | d |

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# SUMMONS
## (CITACION JUDICIAL)

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

**NOTICE TO DEFENDANT:** London Breed; Shireen McSpadden of Dept of Homelessness
**(AVISO AL DEMANDADO):** and Supportive Housing of San Francisco + Does 1-50

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

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
***¡AVISO!*** *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:
*(El nombre y dirección de la corte es):*
San Francisco Superior Court
Civic Center Courthouse
400 McAllister Street, Room 103
San Francisco, CA 94102-4514

CASE NUMBER:
*(Número del Caso):*
CGC-24-611907

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Ramona Mayon
*(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*
1559 Sloat Blvd. Suite B - Box 175, San Francisco CA 94132

DATE: JAN 26 2024
*(Fecha)*
Clerk, by Daeja Rogers, Deputy
*(Secretario)* *(Adjunto)*

*(For proof of service of this summons, use* Proof of Service of Summons *(form POS-010).)*
*(Para prueba de entrega de esta citatión use el formulario* Proof of Service of Summons, *(POS-010)).*

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*



Form Adopted for Mandatory Use
Judicial Council of California
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**SUMMONS**

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

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Ramona Mayon *(Pro Se)*
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308



**SUPERIOR COURT OF STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

| | |
|---|---|
| **Ramona Mayon,**<br><br>**Plaintiff,**<br><br>**v.**<br><br>**Mayor London Breed and Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and County of San Francisco, only in their official capacity, and Does 1-50**<br><br>**Defendants,**<br><br>**Real Parties of Interest:**<br><br>**Episcopal Community Services; Bayview Hunter's Point Foundation; and Urban Alchemy.** | **Case No.** CGC-24-611907<br><br>**COMPLAINT: Negligence Per Se**<br><br>**Date:**<br>**Time:**<br>**Dept:** |

To this Honorable Court,

I beg forgiveness, speaking in first person present tense. Exhibit A is proof of my health status battling breast cancer and surviving more than a year of hospice care. I can only keep so much straight, and time is limited, so I need to speak plainly.

I am one of the 35 vehicle-dwelling households under the care and custody of the non-profits' contracted with the Dept of Homelessness and Supportive Housing (HSH)'s Vehicle Triage Center (VTC) @ 500 Hunter's Point Expressway, San Francisco. I seek an act of declaratory relief, for myself, and the others, out here suffering intolerable living conditions.

Exhibit B, the Notice of Forming a Tenants' Union, with the 23 signed applications to form said tenants' union.

Exhibit C is the agreement we all signed moving in. I was only provided with a blank copy. It clearly states we who enter the VTC do not have tenants' rights.

Exhibit D is the Dept of Public Works Aug 30, 2023 memo re. the VTC lease extension. It states (highlighted) that HSH prefers to call us "clients" even though *WIC 8255* uses the word "tenant".

Exhibit E is the HSH Sept 29, 2023 report to the SF Homelessness and Behavioral Health Committee Meeting showing the cost to the taxpayer for our sites runs $400 per night, per site (figured at 35 spaces used). That level of expenditure does not show up in the living conditions at the VTC, which is why I have included HSH's subcontractors as Real Parties of Interest.

The allegation of *Negligence Per* requires underlying code or law to broken. It is *CCC § 1771* because the person moving into the VTC must sign an agreement that begins with a misrepresentation of facts about the status of people who live in "navigation centers".

California Civil Code § 1771

One who practices a deceit with intent to defraud the public, or a particular class of persons, is deemed to have intended to defraud every individual in that class, who is actually misled by the deceit.

Respectfully,

Ramona Mayon

Ramona Mayon

Dated Jan 26, 2024

POINTS AND AUTHORITIES

***California Constitution***

We, the People of the State of California, grateful to Almighty God for our freedom, in order to secure and perpetuate its blessings, do establish this Constitution.

Art. I, § 1_Section 1. All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy.

***California Civil Code § 1771***

One who practices a deceit with intent to defraud the public, or a particular class of persons, is deemed to have intended to defraud every individual in that class, who is actually misled by the deceit.

***Ca. Gov. Code § 65662*** Added by Stats 2019 ch 159 (AB 101) [Effective until 1/1/2027] Use by right: A Low Barrier Navigation Center development is a use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses, if it meets the requirements of this article. A local jurisdiction shall permit a Low Barrier Navigation Center development provided that it meets the following requirements:

(a) It offers services to connect people to permanent housing through a services plan that identifies services staffing.

(b) It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.

(c) It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code. *(below)*

(d) It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

## WELFARE AND INSTITUTIONS CODE

**CHAPTER 6.5. Housing First and Coordinating Council [8255 - 8257.2] 8255:**

(a) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council established pursuant to Section 8257.

(b) "Core components of Housing First" means all of the following:

(1) **Tenant** screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

(2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to **tenancy**, or behaviors that indicate a lack of "housing readiness."

(3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

(4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly **tenant**-driven without predetermined goals.

(5) Participation in services or program compliance is not a condition of permanent housing **tenancy**.

(6) **Tenants** have a lease and all the rights and responsibilities of **tenancy**, as outlined in California's Civil, Health and Safety, and Government codes.

(7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

(8) In communities with coordinated assessment and entry systems, incentives for funding promote **tenant** selection plans for supportive housing that prioritize eligible **tenants** based on criteria other

than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of **tenants**' lives, where **tenants** are engaged in nonjudgmental communication regarding drug and alcohol use, and where **tenants** are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the **tenant** so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among **tenants.**

**San Francisco Administrative Code 49.A Residential Tenant Communications**

SEC. 49A.1. PURPOSE AND FINDINGS.

The Board of Supervisors finds that, particularly with the large proportion of rental units in the City and County of San Francisco, effective communications among tenants and between tenants and landlords is important to the ongoing vitality of the community. This Chapter 49A is intended to encourage and respect those channels for effective communication.

SEC. 49A.2. DEFINITIONS.

For purposes of this Chapter 49A, the following definitions shall apply:

"Confer in good faith" means that the parties shall have the mutual obligation, personally or through their authorized representatives, to meet and confer and continue for a reasonable period of time as set forth in Section 49A.4, in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement.

"Landlord" shall have the meaning set forth in Administrative Code Section 37.2. The term "landlord" includes landlord agents and representatives and employees, such as property managers and resident managers.

"Organizing Activities" shall mean

1) initiating contact with tenants, including by conducting door-to-door surveys, to ascertain interest in and/or seek support for forming a Tenant Association;

2) joining or supporting a Tenant Association;

3) distributing literature, requesting or providing information, offering assistance, convening meetings (which may occur without a landlord or landlord representative present), or otherwise acting on behalf of one or more tenants in the building regarding issues of common interest or concern. The term "Organizing Activities" shall include, but is not limited to, the operations of a Tenant Association. A person's participation or failure to participate in Organizing Activities shall have no effect on whether that person qualifies as a tenant.

"Tenant" shall have the meaning set forth in Administrative Code Section 37.2.

"Tenant Association" shall mean a group specific to a building with five or more rental units that has a primary purpose of addressing housing services and conditions, community life, landlord-tenant relations, and/or similar issues of common interest or concern among tenants in the building.

SEC. 49A.3. NON-INTERFERENCE IN ORGANIZING ACTIVITIES.

(a) A landlord may neither prohibit nor interfere with an occupant of a rental unit in a building, or a guest invited by an occupant, from using common areas in that building to engage in Organizing Activities.

(b) Distribution of literature may include hanging or otherwise placing literature on the door of tenant units, or where that is not possible as a practical matter then the literature may be placed on the floor in front of tenant units. Such literature placed on or in front of the door of a tenant unit must plainly include the name and telephone number and address of a distributor that the affected tenant may contact to opt out of future doorway distributions of such literature.

(c) The landlord may establish reasonable requirements as to the time, place, and manner of Organizing Activities, so long as the requirements would not effectively prohibit or substantially interfere with Organizing Activities.

(d) Lease agreements entered into or amended on or after January 1, 2022 may not waive a tenant's right to engage in Organizing Activities as set forth in this Chapter 49A. Any provision of any lease agreement entered into or amended on or after January 1, 2022 that purports to waive a tenant's right to engage in Organizing Activities as set forth in this Chapter 49A shall be void as contrary to public policy.

SEC. 49A.4. TENANT ASSOCIATIONS.

(a) Tenants in a building may establish a Tenant Association for purposes of this Chapter 49A by providing their landlord a petition signed by tenants representing at least 50% of the occupied units in the building certifying that they desire to form a Tenant Association, and identifying the Tenant Association. For purposes of this subsection (a), a "petition" may include individual written statements signed by said tenants, or some combination of individual and collective written statements. Once certified, a Tenant Association shall serve as the organizational representative of the tenants as set forth in this Chapter 49A unless or until either (1) a new Tenant Association representing a greater number of occupied units in the building has been certified, or (2) the Tenant Association has been suspended for a failure to timely recertify under subsection (e).

(b) Tenant Associations shall hold regular meetings open to all building residents, and shall elect officers to serve for two-year terms. An officer may continue to hold over after the expiration of their term unless a resident requests an election, in which case an election shall be held within 60 days.

(c) Landlords and Tenant Associations shall confer with each other in good faith regarding housing services and conditions, community life, landlord-tenant relations, rent increases, and other issues of common interest or concern. Examples of conferring in good faith include, but are not limited to, maintaining a designated point of contact, engaging in regular communications, responding to reasonable requests for information, allowing participation by non-resident advocates, providing adequate time for limited-English speakers to obtain translation services, providing and adhering to timelines for addressing habitability concerns, and negotiating and putting agreements into writing. In addition, a Landlord may not prohibit a tenant from allowing a Tenant Association representative to attend meetings involving the Landlord and one or more tenants.

(d) A landlord must on written request of a Tenant Association attend, either themselves or

through their representative, at least one Tenant Association meeting per calendar quarter, though more frequent attendance at the request of the Tenant Association is permitted. A landlord or landlord's representative must remain in attendance at the meeting until all agenda items are complete, unless the meeting extends for more than two hours, in which case the landlord or landlord's representative may withdraw from the meeting and request that the remaining items be continued to a subsequent meeting. The meetings shall occur at a mutually convenient time and place. To request that a landlord or their representative attend a meeting, the Tenant Association shall send the landlord a written request at least 14 days in advance; alternatively, if the Tenant Association meets at a regularly scheduled time and place, then the Tenant Association may send the landlord a single standing request to attend meetings for the duration of the calendar year.

(e) Not more than once every three years, the landlord may request in writing that the Tenant Association recertify itself under the petition procedure set forth in subsection (a), in which case the Tenant Association shall have 60 days to recertify itself. If the Tenant Association does not timely recertify itself upon the landlord's request, it shall be temporarily suspended, and the requirements in this Section 49A.4 shall cease to apply, until such time, if any, as the Tenant Association is recertified, or another Tenant Association is certified in accordance with the requirements in this Section 49A.4.

(f) This Section 49A.4 shall not apply to buildings where the landlord is a non-profit organized under 26 U.S.C. 501(c)(3).

SEC. 49A.5. REGULATIONS; REMEDIES.

The Rent Board shall have authority to issue rules and regulations implementing this Chapter 49A. In addition, a tenant's right to engage in Organizing Activities, to receive assistance from a Tenant Association representative, and to have Organizing Activities occur in their building, shall qualify as "Housing Services" under Administrative Code Section 37.2(g). A landlord's failure to comply with the requirements of this Chapter 49A, including but not limited to the requirements to confer with and attend the meetings of a Tenant Association in good faith as set forth in Section 49A.4, may support a petition for a substantial decrease in housing services pursuant to Administrative Code Section 37.8.

SEC. 49A.6. LIMITATIONS.

(a) The provisions of this Chapter 49A are not applicable to purely commercial literature that is not directly related to the building tenancies.

(b) The provisions of this Chapter 49A shall not be read to limit or replace residential tenant or landlord rights or remedies found in other ordinances, or in statutes or Constitutions.

EXHIBIT LIST

A) health status of plaintiff

B) Notice of Forming a Tenant's Union at the VTC

C) Blank Move-in Agreement for VTC (Aug 9, 2022)

D) Dept of Public Works memo about the VTC (Aug 30, 2023)

E) HSH report about the VTC (Sept 29, 2023)

PROOF OF SERVICE

I, Mitzi Fata, am above the age of 18 and I am not a party to this action. I hereby certify that on this 26th day of Jan 26, I served the foregoing *complaint of Negligence Per Se* by causing it to be mailed to:

City Attorney's Office
1 Dr Carlton B Goodlet Plaza
San Francisco, California 94102

Episcopal Community Services
165 8th Street
San Francisco, CA 94103

Bayview Hunter's Point Foundation
1625 Carroll Ave.
San Francisco, CA 94124

Urban Alchemy
1035 Market Street, Suite 150
San Francisco, CA 94103

Mitzi Fata

Mitzi Fata

11

**Superior Court of Califonia**

**City & County of San Francisco**

**Ramona Mayon**

**v.**

**London Breed, et al**

**ORDER**

The defendants are hereby ordered to remove the references to a lack of tenant status on all paperwork pertaining to entry into a navigation center and it is confirmed that persons living at navigation centers in the State of California are tenants as it conforms with *WIC 8255*.

_____ dated

# Exhibit A

**City and County of San ıcisco**
Department of Homelessness and Supportive Housing

**S: ·ancisco Homeless Outreach Team**
50 Ivy Street
San Francisco, CA 94102
Phone (415) 355-7555
FAX (415) 355-7404

February 4, 2022

To Whom It May Concern,

This letter is to verify that Ramona Mayon is currently homeless and actively works with the San Francisco Homeless Outreach program. She's currently being put into hospice care due to her diagnosis of breast cancer. We have been diligently working with her for over a year. We have also referred her to ECS for problem solving for further support. If you should have any questions or concerns, please do not hesitate to reach out to me directly.

Sincerely,

Trina Branch
Outreach Specialist ll
415-317-9213
415-823-1855

Sutter Health
Sutter Care at Home

2800 Leavenworth Street #350B
San Francisco, CA 94133
(415) 749-4201 Phone
(415) 755-6416 Fax

July 21, 2022

Ramona Mayon
1234 Great Highway
San Francisco, CA 94122

Dear Ms. Ramona Mayon,

This letter is to confirm that you, Ramona Mayon, are enrolled in hospice services on with Sutter Care at Home, San Francisco, California.

Hospice services are provided to individuals with a life expectancy of six months or less. The hospice team focuses on providing medical, emotional, and spiritual care for the terminally ill patient as well as assisting family members manage the practical and emotional challenges of caring for a dying loved one.

Please contact the hospice office at (415) 749-4201 if you have any questions.

Sincerely,

, RN DPCS

Shiila Gascon, RN DPCS
Director of Patient Care Services

+ UCSF Health

1725 Montgomery St., Suite 250
San Francisco, CA 94111

1825 4th Street, 3rd Floor
San Francisco, CA 94158

2356 Sutter Street, Room J146
San Francisco, CA 94115

3100 San Pablo Avenue
Berkeley, CA 94702

1100 Park Place, Suite 100
San Mateo, CA 94403

Referred by: Michael Alvarado
Box 1710

Ramona E. Mayon
1559 Sloat Blvd, Suite B-Box 175
San Francisco, CA 94121

Re Account: 34587876

Date of Examination: 9/19/2023
Interpreting Radiologist: Jessica Hayward, M.D.

Your recent bilateral diagnostic mammogram with tomosynthesis, bilateral breast ultrasound limited examinations showed an abnormality that requires further follow-up by your doctor. However, the only way that you can be sure is to speak with your doctor (if you have not already done so) and have follow-up tests. You should do this as soon as possible. If you have already followed-up on this abnormality, you may disregard this letter.

You and your doctor will decide what additional tests are needed, based on the findings of your mammography and breast ultrasound examinations, your breast physical examination, your medical history, and your concerns.

We suggest that additional radiology tests, if any, should be done at UCSF (1825 4th Street, Mission Bay campus). Please call (415) 353-2573 to schedule these tests. However, if you decide to get the tests elsewhere, make sure that your UCSF mammography and breast ultrasound images are available for comparison when you have additional testing. Your mammography and breast ultrasound images are stored as part of your UCSF medical record and may be obtained for comparison by calling (415) 353-1640.

It is also important that you continue to have mammography screening and breast physical examination, done regularly, for the early detection of breast cancer.

However, your first priority now should be to complete the testing of the abnormality seen on your recent mammography and breast ultrasound examinations. Your doctor has been sent a report of these examinations and will be expecting your call for an appointment.

To schedule an appointment: (415) 353-2573
To retrieve prior films and/or CD: (415) 353-1640

Printed on 9/21/2023

Exhibit

B

Ramona Mayon

1559 Sloat Blvd, Suite B-Box 175,

San Francisco, California 94132-1222

Jan 26, 2024

Notice to City & County of San Francisco,

The vehicle dwellers at the Bayview Vehicle Triage Center (VTC), located at 500 Hunter's Point Expressway, San Francisco have formed a tenants' union, named The Candlestick 35, as a concerted effort to confront the SF Department of Homelessness and Supportive Housing (HSH) who has organized this "navigation center" specifically for vehicle dwellers, regarding the bleak, toxic living conditions at this location. The 23 signees[1] of this notice represent more than the required 50% of the units per *SF Admin Code Sec. § 49A.4* to form our tenant union. While the Dept. of Homelessness (HSH), declares there are 41 housing units here, we count only 35. Nonetheless, we bring 23 union members, more than sufficient. HSH prefers to call us "clients", while their two subcontractors, non-profit Urban Alchemy (UA) who manages the Vehicle Triage Center's physical location (by providing janitorial services, security, meal delivery, etc.) plus case managers from the Bayview Hunters' Point Foundation (BVHPF) use the word "guest". A memo from the Dept of Public Works dated Aug 2023, referred to the VTC specifically:

*"Regarding terminology, Government Code Section § 65662(c) and Welfare and Institutions Code Section 8255 refers to residents of low barrier navigation centers as 'tenants', HSH prefers to use the word 'client' instead, as people staying in HSH-owned and operated navigation centers neither sign a lease nor provide payment for services and shelter."*

However, *Welfare and Institutions Code § 8255*, the law that controls a "navigation center" (which allows VTC, by right, under *Government code § 65662*) states we are "tenants". The word tenant, or tenancy, is used 13 times in *WIC § 8255*, so it would appear that if the Legislature had intended us a different status, they would have used a different word.[2]

The Dec. 5, 2023 States' Land Commission unanimously voted for a two-year extension for the continued operation of the VTC, as the old lease ended Jan. 13, 2024. With approval from SF Board of Supervisors to set aside $12.2 million for two-years of operating costs with $4 million for more capital improvements), per City's own report on Sept 29, 2023 to the Homelessness and Behavioral Health Committee, for the VTC, HSH pays $400 per space, per night (at 35 spaces) in operating costs, with shameful results in quality of life for us out here, we have come to the conclusion it is necessary to form this union to address the following issues:

A) **The lack of notice or safeguards that we are 300 feet from Parcel F of Hunter's Point Shipyard, a radioactive NPL Superfund site.** Scheduled for decontamination by the Navy, 2024 - 2028, thus encompassing the time the new lease for the VTC is in effect. We want written notice on how HSH planned to protect the tenants here from the hazards associated with this coming remediation. We want the soil, water, and air tested, due to documented ongoing digging on-site of toxic dirt, without dust control or even apparent purpose, with zero notice. In the past two-weeks, contracted work crews have been on-site with high pressure water sprayers removing rat feces underneath RVs. Besides being next door to a Superfund site, this plot is under the *Maher Ordinance*, hazardous in its own right, with the daily smell of sewage (or methane gas?) being present and unmitigated. Under *AB101*, an agency (State Dept of Public Health, the State Water Board, or Dept of Toxic Substances Control) has to agree to "residency" in a placed marked as hazardous.

B) **The absence of fire suppression systems**. *NFPA 1194* provides minimum requirements for safety and health for occupants using facilities offering temporary living sites for use by recreational vehicles and other vehicle camping units. There are a few fire extinguishers posted here and there, with none that are rated for vehicle or electrical fires. One RV has already burned to the ground during the short life of the VTC.

C) **The lack of promised electricity to RV housing units.** The office has it (with AC and heat). Tenants get access to an exposed outdoor "charging station" shared with a microwave, covered with a tattered sheet of plastic insufficient against the elements. It cuts out if too many things are plugged in. There are no seats for those waiting for devices to recharge. Power was being brought in for security lighting but NEVER for our use as a community. Without electricity, we are helpless against the elements. At first, there were sixteen unpermitted industrial-size diesel generators powering street lights at night, but they were removed due to local residents filing a lawsuit under the *Clean Air Act*. Next were two industrial generators which never got permits to be used. Over the last summer, trenches were dug and electric lines were laid, with a pile of wooden electric poles installed, but again, not hooked up to anything. Solar-powered street lights were installed, offering much dimmer night-time lights. We would like to see the permits for that recent digging (end of July until Aug 8, 2023). Now sits at the fenceline, three unused, high-voltage, mobile lithium batteries, which, on Jan 24, 2024 began to provide electricity from 5 pm to 1 am. After two years of operation, there is finally power for us, in our homes. The manufacturer specifies they should not be used in areas of flooding, which the VTC experiences significantly in winter. When lithium batteries fail to operate safely or are

damaged, they may present a fire and/or explosion hazard. In confined areas like the VTC, a failure could create an explosive environment that limits access to escape routes because each row has been double-fenced to protect the copper wire. Without fire suppression or evacuation system in place, our safety is, as usual, not being considered. Previous sixteen (unpermitted) diesel generators put out 383.8 times the trigger level of 0.26 pounds per year for DPM under BAAQMD's Toxic Air Contaminant Trigger Levels, per the filing by the expert witness in the *Clean Air Act* lawsuit by the neighbors. We don't trust this solution any more than the previous ones.

D) **The inability to prepare our own hot meals or heat our homes.** Most of us felt coerced to enter the VTC, under threat of losing our home. During these forced referrals to the most isolated corner of the City, away from our local support and family networks, we were promised electricity, wi-fi (internet), hygiene facilities, and the ability to do repairs/ register our vehicles. Instead of finding the basic utilities promised, we were told we could not use any 'flames' to cook or heat our RV homes (posted rule). We had to sign an agreement to disconnect our propane stoves. This is an illegal order because there is no authority on the planet that can deny free citizens the "tools of survival" per *the Geneva Convention*. HSH has forced us here, by threat of impounding our broken homes, but fails to provide a safe living environment. We are stripped of our dignity, our self-determination, and made to live in this toxic, ill-prepared location (i.e the former boat parking lot for Candlestick Park). One of our first acts as a tenant's union will be to write and ask the fire marshall where does it get its authority from to command people not to cook or heat

themselves? It is a crime on both state and federal levels to be in conspiracy to deny someone of their civil rights, which using amenities in one's own home (logically) is.

E) **Inedible food served at unsafe temperatures.** As we are unable to prepare our own hot meals, contractors serve us meals prepared offsite. We have documented the 2 meals received daily from a repetitive menu with insufficient protein, fiber, vitamins, disrespectful (and unpalatable) treatment of ethnic cuisine. So far, we have been served by three different non-profits, (*Mother Brown's*, then an unknown source for 6 months serving the same meal every night, and now currently, *Farming Hope*). None have adhered to rule #9 of *SEC. 20.404*. CONTRACT REQUIREMENTS to engage a nutritionist, who shall develop all meal plans, including meal plans for children and pregnant women and post menus on a daily basis; and #10, to make dietary modifications to accommodate requests from clients based on religious beliefs and practices, health, or disability reasons.

Speaking again to the toxic location, these meals are delivered by staff, who drag meals to individual RVs in a wagon or on a golf cart, collecting dust from the roadway, or held unrefrigerated in the front office for pick up. Unlike at the other Urban Alchemy "tiny house" site at 33 Gough St. San Francisco, there is no kitchen trailer, no place to wash dishes, no refrigeration, and no way to cook. Just an unsheltered microwave. Imagine having to walk up at night alone as a woman, in this remote, scary location. No lights in the actual rows. No, you would eat cold food. Same for when it rains: go stand outside and use an electrical appliance? No, you would eat it cold.

F) **Improper storage of seized generators, gasoline and propane tanks.** Let's go back to no fire suppression and how the fire marshall is supposedly making these inspections. How does he drive right past more than 30 (illegally seized) propane bottles, generators and gas cans? If there was a fire, these consolidated fuel sources would act like a bomb. Recently, there was an event where a man who was unaffiliated with the VTC was witnessed on a popular hiking trail that people use along the outside of the VTC perimeter. He was observed examining the seized propane bottles and fuel containers, then about half-an-hour later, a fire broke out in the field outside the VTC, with approximately 30 trees burnt.

G) **Presence of wild rats in overwhelming numbers and inadequate pest control.** Not only is San Francisco experiencing an increase of rats carrying the bubonic plague, hantavirus, and monkeypox in recent years, but the mechanic hired by BVHPF is quoted in City documents saying the rats are eating our engine wiring. We have seen no increase in the pest control boxes put out, nor other pest control methods except the aforementioned high pressure spray cleaning of rat feces from underneath some of the RVs, as well as work done by "weatherization crew" comprised of day laborers (not the promised professional RV roof specialist), to cover holes where the rats get in (only some tenants received this).

H) **No written notice of government hearings about what is going on where we live.** Not once have we NOT been informed of the status of the lease extension (cancelling out the blanket eviction notice posted Jan. 27, 2023). We want inclusion in the neighborhood working group. This monthly event is hosted by HSH, who openly state this is the mechanism for nearby residents to complain about both the place and the people inside it.

I) **Refusal by the VTC to allow automobiles owned by tenants in addition to our RVs, and refusal to accommodate people with disabilities.** Many of us have been arbitrarily refused to retain our personal automobiles on VTC grounds, resulting in damage, theft, or tow when parked outside the perimeter. Those that are allowed a car, are not allowed to leave it parked next to our RVs, except for 15-minutes unloading. This is an ongoing ADA violation, to make disabled people walk or use their wheelchair long distances to go all the way around the new double fencing that lines the stall aisles to get to our vehicle. Since some of our RVS do not run, many people must walk out of this remote location. It's nearly a mile to the nearest bus stop through a sparsely populated - and threatening - corridor.

J) **Lack of 24/7 accessible hygiene and shower facilities.** For the past two years, there has been a non-ADA shower with access limited to several hours three days a week. One of our union members filed a complaint with the Federal Fair Housing Agency and an investigator ordered that an ADA shower (with a ramp for wheelchairs) be brought in. However, this shower is only open Mon, Wed, Fri, Sun 9-1. For women with menstrual needs, that is insufficient. We need a safe shower accessible 24/7 without a MAN outside with a clipboard asking name, birthdate and an invasive personal question: "when was the last time you saw a doctor?"

K) **Lack of promised laundry trailer.** The birth certificate of the VTC specified there would be a laundry trailer. Instead, our laundry is collected on Tuesday, returned Friday, or collected Friday, returned Tuesday. No recourse if lost or damaged. We need to be able to wash and dry our own clothes and use them immediately, especially wet bed linens.

J) **Promised necessary winter protective items not delivered.** There is an old posted notice stating that "winter blankets are arriving" and we were told verbally at community meetings there would be socks and gloves handed out. Yet it's winter and as we are not allowed to heat our homes due to the no-flame policy, we are in dire need of these now.

K) **Last year's winter floods lasted weeks and prevented ingress and egress.** No improvements have been done over the last year since. What is being done to prepare the front road to prevent us from getting flooded in again? It's flooded to the gate right now!

L) **Insufficient site security.** Last month, there was a documented invasion of the site @ 2 am where two car loads of people unaffiliated with the VTC, carrying guns were allowed in. The police were notified by one of our union members who called 911, but not VTC staff. Half were arrested, and the other half got away. Staff ignored our concerns.

M) **Denial of Service.** We can be refused entry over just about anything. This should never be in the hands of one Urban Alchemy staff member. It is too much power in the hands of someone who spent years in prison, yet who now holds a position of authority over a vulnerable population of the ultra-poor, disabled and elderly. How much training do they get before arriving to be our bosses!!? Our union requires that there be a posted grievance process. This is not a warehouse shelter or a SRO. These RVs are our property, our homes. It is a violation of the 4th amendment of the constitution to even make us afraid that we won't be able to access our homes.

N) **Invasion of right to privacy and right of quiet enjoyment**. While there is a very strict "no guests" policy in place for tenants even for immediate family members, staff host human zoo tours by 'officials' who want to study Urban Alchemy's business model for use in their city. UA organizes unannounced visits by the media, religious groups, and community outreach organizations to literally sell this sheltering model to other cities across the country. No notice given. Just groups walking around, observing, taking our pictures with no identifying tags or information.

At dinner, night staff use their personal cell phones to take our photo as we accept the meal. I can think of no good reason for this to be happening and it's truly disturbing. One Urban Alchemy staff hands out the food while another, on the cart or walking behind it, takes the photo; and there have been many other occasions when our photos have been taken by staff. Yet it's a posted rule that we can't photograph the staff at the risk of being evicted immediately.

Tenants have to listen to staff loudly yell out our names repeatedly throughout the day for meals, laundry, and the most insulting invasion of privacy: the "wellness checks". At any given time, one is expected to drop what you are doing - or wake up - and come to the door or window and greet staff. It implies that we are all hard drug users and need to be checked on to make sure we haven't overdosed. That doesn't happen at a regular RV park. It also tells people out here (staff and tenants alike) who exactly is home or not. For the sick or older people, no naps can be had, which is injurious. Recently, "wellness checks" have been arbitrarily implemented on random evenings.

O) **These RVs are our homes.** It is culturally insensitive to be told constantly that we need to move out of our RVS into SROs or "other housing options". We should not need to be made to leave San Francisco in order to get repairs done on our vehicles. And if so, where is the list of low-cost RV parks in other counties and access to "rapid re-housing" a shallow subsidy paying most of the rent for 18 months?

P) **HSH put forth this project for RVs with no one on staff who is knowledgeable in the care and upkeep of RVs.** For example, there is a (more or less) weekly blackwater pump service, but there is no coordinated water truck (as with industry standard) adding water to our tanks. We must physically haul water from one of two water taps on-site to pour into our toilets to flush them, with disabled people receiving no assistance whatsoever in this task. An insufficiency of water in RV blackwater tanks damages them.

Q) **Adhere to WIC 10000 when assisting tenants** to access programs for repairs, relocation, and other lifesaving benefits:

California Code, Welfare and Institutions Code - *WIC § 10000* The purpose of this division is to provide for protection, care, and assistance to the people of the state in need thereof, and to promote the welfare and happiness of all of the people of the state by providing appropriate aid and services to all of its needy and distressed. It is the legislative intent that aid shall be administered and services provided **promptly and humanely**, with due regard for the preservation of family life, and without discrimination on account of ancestry, marital status, political affiliation, or any characteristic listed or defined in Section 11135 of the Government Code. That aid shall be so administered and services so provided,

to the extent not in conflict with federal law, **as to encourage self-respect, self-reliance,** and the desire to be a good citizen, useful to society.

R) **Lack of access to data collected on tenants.** You can not access services unless you give up an extraordinary amount of personal information. No one can access the ONE data that HSH and their nonprofits collect on us. We do comprehend that one of the uses of this data is for the City having power to bring cases for the newly-created CARE Court, but what is reported in our files is put there by possibly ill-trained or even outright hostile staff. We want copies of what is written about us.

S) **The seizure (and the threat of seizure) of property is illegal.** We ask HSH and its subcontractors to immediately halt the threat of towing our HOMES, as well as secondary vehicles, under ANY circumstances. That's the only actual benefit we get from this place. We'd like the written policy instituted that is the same as the SROs that have a 30-day "coroner's hold". As it is, our next of kin only have two days before it is impounded.

> *California Constitution Article I - Declaration of Rights*
>
> Section 1. All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy.

We ask of our Landlord, the SF Dept. of Homelessness (HSH) to:

1. Stop the digging and disturbance of the air in this toxic location. Post permits and sufficient notice of any future digging. Supply masks. Clear the VTC of its many uncovered piles of loose dirt. Plant proper ground cover. Provide written notice this is 300 feet from NPL Superfund site (especially for future VTC tenants who might have health issues and want to refuse placement here). Soil on the dirt recovered during the summer digging. Tell us where the water in the pipes comes from. Address the lack of fire suppression.

2. Remove the double chain link fences that divide each lane of the VTC which make it a fire trap and difficult to park our rigs, and according to AAA tow truck driver(s), impossible to have them towed out for repair. The copper wire that the double-fencing is protecting can be covered in the same manner it is at the roadway (similar to a speed bump, but lets the roadway still be used).

3. Remove (by returning to their owners) the 30+ confiscated propane tanks, generators, and gas cans that are in a fenced-area dangerously close to occupied RVs nor are they are NOT safe from malevolent passers-by.

4. Release us to return to normal living conditions with rules changed and posted so as to allow us to use our kitchens, etc. Instead of confiscating our propane bottles, use your staff van to help us go fill them up, especially for the disabled.

5. Provide safe properly-vetted electric service, potable water, 24/7 showers (in the three deluxe shower trailers already on-site but not in service).

6. Work with the post office to designate an address here, with an internal system for accountable deliveries. Many of us require a place to receive important mail and not inadvertently returned. Thus we could also have fresh food and other items, like from Amazon or Safeway delivered, making life more normal here.

7. Create a workshop area stocked with power tools, supplies, and the equipment needed to work on small projects ourselves, provide a stock of plywood, roof seal, proper RV caulking supplies, etc. We are currently instructed to not make our own repairs.

8. Provide cards to Home Depot, Loews, O'Reillys, AutoZone so we can repair our RVs. This is called a vehicle triage center. Nothing out here helps us with our vehicles. I, the author of this document, waited here 535 days for a simple repair: @ $400 per day, I cost the taxpayer $214,000

9. Provide individual storage sheds so we can tackle deep cleaning/ remodeling our RV during our stay. Currently, if our outdoor space is messy, we get written up and when we get 3 demerits in one month, we can just be thrown out (i.e. "Denial of Service").

10. Add a kitchen trailer with a refrigerator, an ice maker, use the food bank deliveries and the food suppliers to provide basic (raw) foodstuff that we can prepare ourselves in a more healthy manner, how we wish to eat, and when we want to eat. Many out here don't have an RV but live in their

car or truck or van. Those in RVs have had to disconnect their stoves and ovens. No more being woken by staff calling out our names before 8 am. Having a kitchen trailer could also fit the call for a meeting trailer, which is indicated in the birth certificate of VTC. This would also address the flagrant disregard for San Francisco's rule about the waste of plastic. It is obscene the throw-aways daily of serving trays, utensils, bottles, etc.

11. Create 24/7 access to potable drinking water. Presently we are allowed 2 to 3 personal-size 12-16 ounce bottles per day which are handed out with meals. Approx. 25% of meals are delivered without water. People require approximately one gallon of clean, potable water a day to meet their hydration and hygiene needs. There was an announcement 3 months ago about the City "thinking about putting in a potable water fountain". Presently there are two non-potable water taps (one always has a hose on it) for the entire community.

12. Provide a laundry trailer, rather than continue using the current service that loses and damages our clothes without any recourse.

13. Provide ADA compliant showers, 24/7 without an attendant, no questions, no clipboard observer.

14. Replace the black fabric privacy curtains on the chain link fences.

15. Be allowed to possess and park our passenger vehicle next to our RVs (especially for the disabled). We're told that this is a rule of the fire marshall and that "his power overrides the ADA."

16. Do something about the rats to mitigate the spread of illness and property damage.

17. Post the grievance process, display grievance forms in an obvious place, and change the rule that we must directly confront the service provider as this is intimidating for some tenants. Give notice on meetings where the VTC is discussed including working neighbor groups run by HSH. Inform us of the status of where we live. We want to have a say in the subcontractors out here.

18. Stop taking our photos when things are delivered, or at least ask. Where is the signed consent form/ where are these photos being sent?

19. Create posted rules regarding Denial of Service: we want a panel of tenants that hears this type of inner STAFF -to- TENANT conflict before someone loses access to their home and property.

20. Provide a covered meeting area or a meeting trailer (it's in the birth certificate of this VTC).

21. Provide a picnic table to each unit in this place). (it's in the birth certificate of this VTC)

22. Provide WI FI internet (it's in the birth certificate of this place).

23. Allow visitors from 9 am to 9pm; realize we know there's NO background check on who moves in, so rethink what the "no visitors" rule represents: SOCIAL ISOLATION which is deadly, says the Surgeon General.

24. Stop the walk-thru name-called-out “wellness checks”, especially the nighttime ones that began recently. It is a violation of privacy. We are free citizens.

25. Access to our ONE files/ paper copy immediately upon request.

26. Provide in advance of repairs/ weatherization: the contractor's credentials, the choice of contractors, a work order and/or estimate BEFORE work begins so we know what to expect. Use cultural sensitivity with appropriate care given to rehouse the vehicle dweller how they prefer; for example, those RVs deemed by the assessing mechanic as being "too far gone", then use the repair funds for a used RV as replacement.

27. Add to the staff someone actually experienced in repair and upkeep of RVs.

28. Require all staff wear name tags, per City rule #25 of *SEC. 20.404*. Contract Requirements

29. Everyone to be given emergency phone numbers of who to call after hours, as well as an evacuation plan in event of flooding.

30. Provide a property seizure policy to include 30-day coroner's hold on RVs whose owners die.

31. Respect the same tenant rights that are accorded to all other Californians.

For example, in listening to the Sept 19, 2023 meeting between San Francisco Homelessness Oversight Commission and HSH, it was immediately apparent how differently we are treated at the

(Prop C-sponsored) VTC.

https://sanfrancisco.granicus.com/player/clip/44752?viewid=227&redirect=true&h=cbd78a0cfc910cc99f86e8b1e2800adb @ 37.48 minute it is stated tenants in other HSH properties have eviction protection rights as well as "Prop C sponsored RIGHT TO COUNSEL".

We want that too.

In closing, our landlord, the SF Dept of Homelessness (HSH) shall inform their VTC service providers, Urban Alchemy and Bayview Hunter's Point Foundation (BVHPF), that to engage in "union organizing activities" is allowed in San Francisco and that we are not to be discriminated against, or harassed, for forming, or belonging to, the tenants' union: The Candlestick 35.

Presented by,

Ramona Mayon

The Candlestick 35 Tenant Union Representative

**[1]Signatories of notice to form a tenants union:**

1. Ramona Mayon #F-4 "See https://bayviewvtc.wordpress.com with documentation on the conditions at the VTC."
2. Paul Razura Reyes #E-6 "Get electricity, access to clean water, decent food, a way to cook our own food."
3. Charles Wesley Keener Jr. #F-6 "City is throwing them money. We can manage this place better than Urban Alchemy."
4. Henry Borreo #G-7 "Shower, water, power."
5. Monica #__ "Electricity, water, visitors, better food."
6. Kelly Hughs #D-7 "Handicap access, electricity, be able to have car."
7. Elmer Mancia #G-1 "Electricity, clean water."
8. Peter T. Tousignant #E-12 "Secure (a) site for long-term living, work to set up rules safety guidelines that are a bit more reasonable than current, yet still retain safety and security of site."
9. Curtis Granger #F-9 "All accomplished."
10. Enrique Olivas #F-9 "Electricity, food quality, park truck inside."
11. Olda Madera #E-7 "We would like electricity, access to visitors and allowed car."
12. Mauricio A. Castro #D-10
13. Oswaldo Reyes #D-2
14. Edward R. Lugo #D-9 "Favoritism and drug screen."
15. Andrew Kucharski #D-11 "Light on 24/7, 24/7 access to potable water, shower and toilet, power 24/7, lunch meal."
16. Mark Noti #E-9

17. Jorge Gallardo #D-6 "Stop this fascist regime that violates my BASIC HUMAN RIGHTS."
18. Robert P. McCrory III, F-3 "Mental health services."
19. Carlos Macay #E-3 "Showers open 24/7 + food pantry, work program."
20. Brandi Wildman #F-12 "Water, power, shower 24/7, respect from Urban Alchemy, visitors, new RV."
21. Mike Price #F-11 "Everything."
22. Ruby Whiteley + Bruce Pense #D-4 "Give us electricity, renter's rights, a physical address, and all the promised things actually happen and not just be talked about."
23. Mike Magnusen #D-3 "Fairness and equality for all. Follow through on what they have already stated was going to be. Electricity, lights, and better treatment of us. Not just using us as $ for their gain."

[2] *Ca. Gov. Code § 65662* Added by Stats 2019 ch 159 (AB 101) [Effective until 1/1/2027] Use by right: A Low Barrier Navigation Center development is a use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses, if it meets the requirements of this article. A local jurisdiction shall permit a Low Barrier Navigation Center development provided that it meets the following requirements:
(a) It offers services to connect people to permanent housing through a services plan that identifies services staffing. (b) It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400 (d) or

Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals. (c) It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code. (d) It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

*WELFARE AND INSTITUTIONS CODE*

*CHAPTER 6.5. Housing First and Coordinating Council [8255 - 8257.2]*

(a) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council established pursuant to Section 8257.

(b) "Core components of Housing First" means all of the following:

(1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

(2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."

(3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

(4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.

(5) Participation in services or program compliance is not a condition of permanent housing tenancy.

(6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.

(7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

(8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Michael Magnusen

Contact phone:

Email:

Mailing Address:
130 Caine Ave
San Francisco, CA 94112

Which row and number are you located on:
C3

When did you arrive at the VTC:
Before it was the VTC. The site on Carroll and our spot at candlestick right by the water prior to the flood.

What changes would you like to see the Tenants Union accomplish? Use extra paper.
Fairness and equality for all. Follow through to what they have already stated was going to be. Electricity, lights, and better treatment of us. Not just using us as $ for their gain.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?
Yes I do and yes I will.

NAME: Michael Magnusen

SIGNATURE: Michael Magnusen

DATE:

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: KELLY HUGHS

Contact phone: 415 574 8458

Email: KellyGibsonHughes@gmail.com

Mailing Address: BAYVIEW VTC
50C HUNTERSPOINT EXPRESSWAY

Which row and number are you located on:

When did you arrive at the VTC:

What changes would you like to see the Tenants Union accomplish? Use extra paper.

HANDICAPP ACCESS, ELECTRICTY,

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? YES

NAME: Kelly Hughs

SIGNATURE: Kelly Hughes

DATE: 10-24-23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Andrew Kucharski

Contact phone: 415 264 1214

Email: Andrew.John.Kucharski@gmail.com

Mailing Address: N/A

Which row and number are you located on:

C-11

When did you arrive at the VTC:

Nov 2nd 2022

What changes would you like to see the Tenants Union accomplish? Use extra paper.

Light on 24/7 access for toilet and shower Use water hose 24/7 Power 24/7 Lunch meal

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

~~Yes I understand~~ Yes I understand and will attend. Need ASL interpreter.

NAME: Andrew Kucharski

SIGNATURE:

DATE: 11/13/2022

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Oswaldo Reyes

Contact phone: 415 866 8754

Email:

Mailing Address: 5352 mision st SFCO CA. 94112

Which row and number are you located on: D #2

When did you arrive at the VTC: 2 years

What changes would you like to see the Tenants Union accomplish? Use extra paper.

Have to more and better beneficios

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? Yes

NAME: Oswaldo Reyes

SIGNATURE:

DATE: 10/31/2023

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Ruby Whitley & Bruce Penge

Contact phone: (650) 307-1355 (415) 852-8951

Email: Whitleyr38@gmail.com PengeBruce3@gmail.com

Mailing Address: N/A —

Which row and number are you located on:

D4

When did you arrive at the VTC:

Not sure, about a year ago

What changes would you like to see the Tenants Union accomplish? Use extra paper.

give us electricity, renters Rights, and Physical Address. And all the promised things actually happen and not just be talked about.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? yes.

NAME: Ruby Whitley & Bruce Penge

SIGNATURE: Ruby Whitley

DATE: Bruce Penge

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Jorge Gallardo

Contact phone:
(415) 461 8196

Email:
alectffumsiso@gmail.com

Mailing Address:
4704 Mission st apt B
94112

Which row and number are you located on:

D6

When did you arrive at the VTC:

March 2021

What changes would you like to see the Tenants Union accomplish? Use extra paper.
Stop this communist regime that violates mr BASIC HUMAN RIGHTS

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?
Yes (If Not working)

NAME: Jorge Gallardo

SIGNATURE: Jorge Gallardo

DATE: 11/14/23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: EDWARD R. LUGO

Contact phone:
415-792-3750

Email:
~~ED~~ LUGOEDWARD7997@GMAIL.COM

Mailing Address:
8515. 3RD ST.

Which row and number are you located on:
D 9

When did you arrive at the VTC:
8-22

What changes would you like to see the Tenants Union accomplish? Use extra paper.
FAVORTISM, AND DRUG SCREEN

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? YEP

NAME: ED LUGO

SIGNATURE: [signature]

DATE:
11-13-23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Mauricio A Castro

Contact phone: 415 756 9052

Email:

Mailing Address:

Which row and number are you located on: 10 "D"

When did you arrive at the VTC: The opening day

What changes would you like to see the Tenants Union accomplish? Use extra paper.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

Yes

NAME: MAURICIO A. CASTRO

SIGNATURE: Mauricio A Castro

DATE:

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Curtis Granger

Contact phone: OPEN

Email:

Mailing Address: Same

Which row and number are you located on:

E 3

When did you arrive at the VTC:

Almost 20 years

What changes would you like to see the Tenants Union accomplish? Use extra paper.

All Accomplish

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? Just Ask !

NAME: Curtis Granger

SIGNATURE: Curtis Granger

DATE: 10-25

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: CARLOS MACAY

Contact phone:
415-240-9199

Email:

Mailing Address:

Which row and number are you located on: E4

When did you arrive at the VTC: JAN-1-14-23

What changes would you like to see the Tenants Union accomplish? Use extra paper.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

NAME: CARLOS MACAY

SIGNATURE: Carlos Macay

DATE: 12-5-23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: PAUL RAZURA REYES

Contact phone: 415 713 4694

Email: REYESPAU12246@GMAIL.COM

Mailing Address: BAYVIEW - VTC
500 HUNTERS POINT EXPRESSWAY
SF

Which row and number are you located on: E-6

When did you arrive at the VTC: 9/22

What changes would you like to see the Tenants Union accomplish? Use extra paper.
GET ELECTRICITY ACCESS TO CLEAN WATER
DECENT FOOD. A WAY TO COOK ALE OWN FOOD

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? YES

NAME: PAUL RAZURA REYES

SIGNATURE: [signature]

DATE: 10/23/23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Curtis Granger

Contact phone: OPEN

Email:

Mailing Address: SAME Address

Which row and number are you located on:

E-3

When did you arrive at the VTC:

2 ½ years

What changes would you like to see the Tenants Union accomplish? Use extra paper.

ALL Accomplish

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? JUST ASK !

NAME: Curtis Granger

SIGNATURE: Curtis Granger

DATE: 10.-25

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: olda madera

Contact phone: 510 6907568

Email: oldamedina89@gmail.com

Mailing Address: 905 A Frederick St
San Francisco CA 94117

Which row and number are you located on:

E 7

When did you arrive at the VTC:

August 2022

What changes would you like to see the Tenants Union accomplish? Use extra paper.

we like electricity and acces to visitor and allowed car

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

yes

NAME: olda madera

SIGNATURE:

DATE: 10/23/2023

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Mark Noti

Contact phone: 415-559-5547

Email: mr.notiboys2388@gMail.com

Mailing Address:
3230 San Bruno Ave

Which row and number are you located on:
E - 9

When did you arrive at the VTC:

What changes would you like to see the Tenants Union accomplish? Use extra paper.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

NAME: Mark Noti

SIGNATURE:

DATE: 11-14-23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Tousignant, Peter T.

Contact phone: 628-666-7590

Email: ~~Cpeterbyno~~ Peter.T.Tousignant@gmail.com

Mailing Address: 1060 Howard St
San Fran. 94103

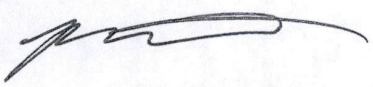
Which row and number are you located on:
E-12

When did you arrive at the VTC: Sept 2024

What changes would you like to see the Tenants Union accomplish? Use extra paper.
secure site for long term living, work to set up Rules & ~~Safety~~ Guidelines that are a bit more reasonable than current, yet still retain safety and security of site

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? I can attend most as long as they do not interfere with my medical or other legal appointments

NAME: Tousignant Peter T.

SIGNATURE: 

DATE: Oct 26 2024

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Robert P. Mc Crory III

Contact phone: 650-455-5229

Email: diverpmdive2@aol.com

Mailing Address: 307 S. San ~~Francisc~~ Bruno, CA. 94066

Which row and number are you located on:

F-3

When did you arrive at the VTC:

2021

What changes would you like to see the Tenants Union accomplish? Use extra paper.

showers open 24/7 - food pantry
mental help services / work program

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

I will try to get off of work

NAME: Robert P. Mc Crory III

SIGNATURE: Robert P. Mc Crory III

DATE:

11/19/2023

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Ramona Mayon

Contact phone: 415 - 595 - 6308

Email: ramonamayon@yahoo.com

Mailing Address: 1559 Sloat Blvd Suite B - Box 175
San Francisco CA 94132

Which row and number are you located on:

F -4

When did you arrive at the VTC: Aug 9, 2022

What changes would you like to see the Tenants Union accomplish? Use extra paper.

See https://bayview vtc. wordpress. com

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? Yes

NAME: Ramona Mayon

SIGNATURE: Ramona Mayon

DATE: Jan 24, 2024

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Charles Wesley Keener Jr.

Contact phone: 415-271-4134

Email: Charles Keener Jr. 40@Gmail.com.

Mailing Address: 3230 San Bruno Ave.
San Fransico Ca 94134

Which row and number are you located on: F 6

When did you arrive at the VTC: June 2020

What changes would you like to see the Tenants Union accomplish? Use extra paper.
City is Throwing There money. We can manage this place Better Than Urban a/c.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? Yes.

NAME: Charles Wesley Keener Jr.

SIGNATURE: Charles Wesley Keener Jr.

DATE: 10-23-2023

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: ENRIQUE OLIVAS

Contact phone:

Email:

Mailing Address: VTC
500 SF HUNTERSPOINT GPW

Which row and number are you located on: F9
TRAILER

When did you arrive at the VTC:

1/22

What changes would you like to see the Tenants Union accomplish? Use extra paper.

ELECTRICITY FOOD QUALITY
PARK TRUST INSIDE

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings?

NAME: Enrique OLIVAS JR

SIGNATURE: Enrique Olivas Jr.

DATE:

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Mike Price

Contact phone: 415-574-8458

Email: Boxtruckmike@gmail.com

Mailing Address:
1412 Hudson Ave S.F CA 94124

Which row and number are you located on:

F-11

When did you arrive at the VTC:

Since day 1

What changes would you like to see the Tenants Union accomplish? Use extra paper.

Everything

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? Yes

NAME: Mike Price

SIGNATURE: Mike Price

DATE: 12/4/23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Brandi Wildman

Contact phone:
415-574-8458

Email:
Bwildman@gmail.com

Mailing Address:
1412 Hudson Ave San Francisco CA 94124

Which row and number are you located on:

F-12

When did you arrive at the VTC:
the first day opened

What changes would you like to see the Tenants Union accomplish? Use extra paper.
water, power, shower 24/7, respect from urban Alcanes, Visitors, Need RV.

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? Yes

NAME: Brandi Wildman

SIGNATURE: B

DATE: 12/4/23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: ELMER MANICA

Contact phone:

Email:

Mailing Address: BAYVIEW VTC

Which row and number are you located on: G 1

When did you arrive at the VTC: 14 MONTHS AGO

What changes would you like to see the Tenants Union accomplish? Use extra paper.
ELECTRICITY, CLEAN WATER,

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? YES

NAME: Elmer Mancia

SIGNATURE: ELMER MANICA

DATE: 10/24/23

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: Henry Borrero

Contact phone: 415 760-4805

Email: Borrero henry 32 @ gmail.com

Mailing Address: 617 commercial ave #3 south san francisco CA 94080

Which row and number are you located on: g-7

When did you arrive at the VTC: Carroll ~~Ave~~ st The very beginning

What changes would you like to see the Tenants Union accomplish? Use extra paper.
Shower water, power

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? yes

NAME: Henry Borrero

SIGNATURE:

DATE: 10/24/2023

Application to be added to a petition to form the **Tenants Union of Bayview VTC**

Name: MONICA

Contact phone:

Email:

Mailing Address: BAYVIEW VTC
500 HUNTERS POINT EXPRESSWAY

Which row and number are you located on:

When did you arrive at the VTC: 17 MONTHS AGO

What changes would you like to see the Tenants Union accomplish? Use extra paper.

ELECTRICITY, WATER, VISITORS
BETTER FOOD

Do you understand we will have to go to an actual courthouse to establish our right to be called tenants? Can you attend these hearings? Y/S

NAME: Monica Zertuche

SIGNATURE: Monica Zertuche

DATE: 10/20/23

# Exhibit C

DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Shireen McSpadden, Executive Director

London Breed,
Mayor

# Bayview Vehicle Triage Center
# Participant Agreement

Welcome to the City and County of San Francisco's Bayview Vehicle Triage Center. Safe Parking programs provide emergency temporary parking for people living in their vehicles. Every guest receiving safe parking does so at the invitation of the City and County of San Francisco's Department of Homelessness and Supportive Housing. This Safe Parking program does not provide permanent parking or housing, and guests staying at this site **do not have tenancy rights**. Nonetheless, all guests are entitled to fair, respectful, and equitable treatment.

The community guidelines described below apply to all guests staying at the site managed by the Department of Homelessness and Supportive Housing. Please read the following community guidelines and initial next to each one to indicate that you have read and fully understand each guideline. The following guidelines may be modified by a San Francisco Department of Public Health based on emerging public health needs.

## COMMUNITY EXPECTATIONS AND GUIDELINES

### *Length of Stay*

- The Bayview VTC program is a temporary program designed to provide a safe, clean environment to individuals living in their vehicles.
- The City of San Francisco may terminate or extend the program at any time. This program creates no right or interest enforceable under California or San Francisco landlord tenant laws.
- The City may terminate or extend a participant's ability to enter or remain on the premises at any time and for any reason, in the City's sole discretion.

Guest Initials: _____

### *Respectful interactions with others*

- All guests are expected to behave respectfully when interacting with anyone at the site. Guests must refrain from all forms of harassment, abusive language, or lewd behavior when interacting with others at the site.
- All site staff and guests are expected to treat others with dignity, civility, and courtesy.

Guest Initials: _____

### *SFDPH COVID-19 Guidelines*

- Guests must wear a mask at all times (must cover nose and mouth) except when actively eating, drinking, showering, on their bed/mat, and/or in their room.

P.O. Box 427400
San Francisco, CA 94142

628.652.7700

hsh.sfgov.org

- Guests must stay six feet apart from others.
- Guests must wash hands often with soap and water for at least 20 seconds, or using hand sanitizer, specifically when entering shelter, before eating, after going to the bathroom, after blowing their nose, coughing, or sneezing, and before and after touching face or masks.
- Guests must follow other COVID-19 prevention guidelines as outlined by SFDPH.

Guest Initials: _____

***Check in***

Guests must check in with the attendant at the gate when entering the site; guests who do not follow this rule will not be admitted onto the site.

Guest Initials: _____

***Hoarding***

- Guests may not accumulate excessive possessions that congest and clutter active living areas and substantially compromises a safe environment for self and others.

Guest Initials: _____

***Visitors***

- No visitors are allowed, unless providing essential services to guests on-site. Guests are required to coordinate with site staff if they have essential services providers not already present on-site that need to assist them, and to share the service schedule as far in advance as possible. Service providers are required to sign in and out of the site. Overnight visitors are prohibited. Guests that do not comply with the no visitor's policy will be exited from the site immediately.

Guest Initials: _____

***Sanitation***

- Garbage must be disposed of in designated areas
- Participants **must use the restrooms on site** and not store or otherwise dispose of waste

Guest Initials: _____

***Removal of property***

- Guests must retrieve their vehicle when they leave the program. Any vehicle that remains onsite after the guest exits will be towed within **7** business days.

Guest Initials: _____

***Violent behavior***

- Violence is not permitted, including but not limited to pushing, shoving, slapping, kicking, or throwing things at the site. Threats of violence are also not permitted. Any guest who engages in

violence or threats could be subject to immediate removal, as well as possible criminal prosecution.

Guest Initials: _____

***Weapons***

- Guests may not possess weapons on site. Security has the right to check all guests for weapons.

Guest Initials: _____

***Animals***

If a guest has service animals and/or pets at the time of referral, the guest may have those same animals onsite. Guests must get prior approval from the site to bring additional animals onsite. Additional service animals may be approved through the reasonable accommodation process.

Guests are responsible for the behavior of their animals at all times. Guests with animals must comply with all the following rules:

- Animals must be on a leash or in a container in common areas and guests must always have direct physical control of their animals.
- The guest is responsible for the care and feeding of their animal, including properly disposing all animal waste.
- Animals may not be aggressive or loud.
- If an animal attacks or bites another animal or a person, site staff will report the incident to San Francisco Animal Care and Control (SFACC), and the guest must remove the animal from the site.
- Guests must have current rabies vaccination for their animals.
- Site staff can arrange for animals to be temporarily sheltered with SFACC if the animal needs to be removed from the site and the guest does not have other alternatives or if the guest can no longer care for the animal.

Guest Initials: _____

**Reasons for Program Discharge**

- Participants are expected to follow the Code of Conduct. Failure to do so may result in discharge from the program.

Guest Initials: _____

***Quiet hours***

Quiet hours are between 10:00 pm and 7:00 am.

Guest Initials: _____

**Confidentiality**

By law, there are a few exceptions to confidentiality that allow for disclosure of information without your consent. These exceptions are as follows:

- If there is a reasonable suspicion of abuse or neglect towards a child.
- If there is a reasonable suspicion of the abuse or neglect of an elder adult (age 65 or over) or of a dependent adult (someone who is not capable of caring for themselves)
- If an occupant presents a danger to self.
- If an occupant presents a danger to others.
- In the case of a medical emergency for purposes of obtaining medical treatment.
- If a court subpoenas your records.

Guest Initials: _____

**Rules Enforced by the Fire Marshal:**

- No personal generators
- No electric heaters.
- No Cooking appliances.
- Ovens/stovetops in RVs to be disconnected and not used
- RV awnings must be disabled and secured in the closed position
- Carbon monoxide and smoke detectors to be provided to all RVs and activated at all times
- All exits from RVs and temporary trailers shall not be blocked and free of hazards

Guest Initials: _____

The purpose of the Bayview VTC is to provide a safe place for unsheltered individuals and families to park without the fear of being cited. Families and individuals at the Bayview VTC will also have case managers supporting clients and providing supportive services. Clients who are still in possession of inoperable vehicles at the time of site closure are at risk of having their vehicle impound.

## ACKNOWLEDGEMENT OF RECEIPT

By signing this document, you acknowledge receipt of the community expectations and guidelines above and understand that this is a temporary program with no tenancy rights.

_____
Guest's Name (Printed)

_____ _____
Guest's Signature Date

_____
Authorized Site Staff's Name (Printed)

_____
Authorized Site Staff's Signature

_____
Date

# Exhibit D

**Ronald Alameida, Deputy Director & City Architect** | Building Design & Construction
ronald.alameida@sfdpw.org | T. 628.271.3075 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

TO: Don Lewis
Senior Planner
Environmental Planning Division
San Francisco Planning Department

DATE: August 30, 2023

PROJECT: Bayview Vehicle Triage Center

SUBJECT: California Environmental Quality Act (CEQA) Exemption per AB 101

This Memorandum serves as the official request to the San Francisco Planning Department to confirm that no CEQA review is required for the Vehicle Triage Center proposed at Candlestick Point State Recreation Area under the terms of AB 101, which was signed by Governor Newsom in August 2019.

Description of Bayview Vehicular Triage Center

San Francisco Public Works is delivering the project on behalf of our client, the San Francisco Department of Homelessness and Supportive Housing (HSH). The Vehicle Triage Center will be a safe site for people experiencing homelessness and living in their vehicles to sleep in their cars and access services. The site will be established on an existing, unused parking lot at Candlestick Point State Recreation Area at 500 Hunters Point Expressway, which is under the jurisdiction of the State Lands Commission and California Department of Parks and Recreation. Subject to negotiation of the lease between the City, California State Parks, and the State Lands Commission. It operates with a limited number of vehicles and site improvements and will open to full capacity and with all site improvements in early/mid 2024.

The parking lot is approximately 290,000 SF and is connected to Hunters Point Expressway by a 25'-wide, approximately 500'-long driveway. The site will accommodate parking for a maximum of 150 occupied client vehicles with an anticipated total capacity of 225 clients (based on an estimate of 1.5 people per vehicle). The site will provide restrooms, showers, and laundry trailers as well as staff trailers for site supervisors, case managers, clinical supervisors, and security and janitorial staff. Additional parking will be provided for staff, visitors, and secondary client vehicles. The site will provide electrical service to each occupied vehicle, enough to charge cell phones and turn on small appliances. Utility upgrades will be done to support the electrical, water and wastewater needs of the site. The area will also have site lighting and security camera coverage. Other amenities such as picnic tables, shade umbrellas, and a pet area will provide spaces for people to gather and foster community.

- The site will be managed and operated by two service providers: One for general site operations and security and another for clinical support. The site operations service provider will be responsible for the day-to-day operations of the site and program. The clinical support provider will provide case management and connect clients to social services, programs, and housing placements. Proposed service will include 24/7 staffing coverage and supportive services as agreed with HSH and meet all applicable life and safety requirements, including security and janitorial support.

- Additionally, visiting program staff will include:
    - Department of Public Health Shelter Health nurses.
    - Human Services Agency Benefits staff
    - Coordinated Entry contracted staff

Initial placements will be assessed and made via HSH's Outreach programs in cooperation with other City and community partners. The program will serve unsheltered and street-based persons experiencing homelessness.

Project meets the Criteria for a Low Barrier Navigation Center under AB 101

Government code Section 65660(a) defines a "low barrier navigation center" as a Housing First, low-barrier, service enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. "Low barrier" means best practices to reduce barriers to entry, and may include, but is not limited to:

1) The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth
2) Pets
3) Storage of possessions; or
4) Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds or private rooms.

The Bayview Vehicle Triage Center will provide:

1) A safe place for people to park their RVs/Passenger Vehicles and sleep
2) Electrical power to each vehicle, enough to charge phones and small appliances
3) A pet policy that allows clients to bring their pets

For these reasons, the proposed Vehicle Triage Center is considered a "low barrier navigation center" as contemplated by Government Code 65660(a).

Further, the proposed site meets the following criteria, required by Government Code Section 65662:

a) It offers services to connect people to permanent housing through a services plan.
b) It will provide connections and referrals to additional resources within the Homelessness Response System, including referrals or onsite Coordinated Entry Assessments that connects

eligible people to permanent housing, housing assistance or other resources to support permanent exits from homelessness. The Coordinated Entry System is a centralized assessment system developed pursuant to section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020 and any related requirements, designed to coordinate program participant intake, assessment and referrals.

c) It complies with Welfare and Institutions Code Section 8255, which includes the following core components:
   1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
   2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
   3) Acceptance of referrals directly from street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
   4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
   8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
   9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
   10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
   11) The project may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

Regarding terminology, Government Code Section 65662 (c) and Welfare and Institutions Code Section 8255 refers to residents of low barrier navigation centers as "tenants." HSH prefers to use the word "client" instead, as people staying in HSH-owned and operated navigation centers neither sign a lease nor provide payment for services and shelter.

For the above reasons, we are seeking your concurrence that the Bayview Vehicle Triage Center is not subject to CEQA or any of the City's discretionary review procedures or requirements.

cc: Devyani Jain, Deputy Director of Environmental Planning, SF Planning
Joy Navarrete, Principal Environmental Planner, SF Planning
Joanne Park, Senior Real Estate Analyst, SF HSH

# Exhibit E

| Item 1<br>File 23-0974 | **Department:** Department of Homelessness and Supportive Housing (HSH) |
|---|---|

## EXECUTIVE SUMMARY

### Legislative Objectives

- The proposed resolution would authorize the Director of Property, on behalf of the Department of Homelessness and Supportive Housing (HSH), to negotiate and enter into a sublease with the California Department of Parks and Recreation for 312,000 square feet of property to continue the City's use of the Bayview Vehicle Triage Center at Candlestick Point State Recreation Area (CPSRA), for a term of two years from approximately January 13, 2024 through January 12, 2026, for annual base rent of $312,000.

### Key Points

- In April 2019, the Board of Supervisors approved an ordinance that required HSH to establish a Safe Overnight Parking Pilot Program to provide homeless people a safe place to park and sleep in their vehicles. The City identified an underutilized parking lot at CPSRA, and the Board of Supervisors approved a resolution authorizing the Director of Property to negotiate a two-year sublease for the site, with rent paid by in-kind law and parking enforcement services. The California Department of Parks and Recreation has agreed to a new sublease for an additional two years.
- The Bayview Vehicle Triage Center opened in January 2022. The site initially had anticipated capacity for 78 parking spaces with a goal of expanding to 150 parking spaces after site improvements were completed by July 2022. However, due to the size of vehicles and vehicle spacing required by the State Fire Marshal, capacity has been limited to 35 vehicles and final capacity is now anticipated to be approximately 69 vehicles. HSH is awaiting PG&E approval for power connections to meet the expanded capacity.

### Fiscal Impact

- Over the two-year term of the proposed sublease, HSH would pay $624,000 in total rent. In addition to rent, the Budget and Legislative Analyst estimates that total costs for operating the Bayview Vehicle Triage Center though between FY 2023-24 – FY 2025-26 are approximately $12.2 million.

### Policy Considerations

- Given that PG&E often has long lead times for power connection projects, it is possible that site capacity may not expand during the two-year term of the proposed sublease. Assuming an ongoing capacity of 35 vehicles per night, the cost per vehicle is approximately $140,000 per year, which is by far the most expensive homeless response intervention.

### Recommendations

- Request the Department of Homelessness & Supportive Housing report to the Board of Supervisors on the costs and benefits of lower cost service models to operate vehicle triage centers by June 2024, as part of the Department's budget proposal.
- Approve the proposed resolution.

## MANDATE STATEMENT

City Administrative Code 23.27 states that any lease with a term of one year or longer and where the City is the tenant is subject to Board of Supervisors approval by resolution.

## BACKGROUND

In April 2019, the Board of Supervisors approved an ordinance that required the Department of Homelessness and Supportive Housing (HSH) to establish a Safe Overnight Parking Pilot Program to provide homeless people a safe place to park and sleep in their vehicles (File 19-0141). The City identified an underutilized parking lot at Candlestick Point State Recreation Area (CPSRA), which is owned by the California State Lands Commission and leased to the California Department of Parks and Recreation. In October 2019, the Board of Supervisors approved a resolution authorizing the Director of Property, on behalf of HSH, to negotiate and enter a sublease for 312,000 square feet of property at CPSRA to use as a vehicle triage center for an initial term of two years, with rent to be paid as in-kind law enforcement and parking enforcement services valued at $1,796,090 (File 21-0966). To prepare the site, HSH installed a perimeter fence, solar lighting, guard shack, mobile trailers, potable water bibs, and portable toilets, and repainted the existing public restrooms. In April 2022, the Board of Supervisors authorized HSH to enter into a Standard Agreement with the California Department of Housing and Community Development (HCD) to accept and expend up to $5,600,000 in grant funds to fund these improvements (File 22-0293). According to HSH, the Department has spent approximately $4.6 million in grant funds and approximately $1 million is available for future improvements, discussed below section below.

With the closure of the original vehicle triage center on San Jose Avenue, the Bayview Vehicle Triage Center is currently the only one operating in San Francisco. According to the 2022 Point-in-Time Homeless Count, there were approximately 1,055 homeless people living in vehicles in San Francisco. Similarly, the City's July 2023 Tent, Structure, and Vehicle Count identified 1,058 inhabited vehicles, of which 507 were located in District 10. The California Department of Parks and Recreation has agreed to a new sublease for an additional two years.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the Director of Property, on behalf of HSH, to negotiate and enter into a sublease with the California Department of Parks and Recreation for 312,000 square feet of property to continue the City's use of the Bayview Vehicle Triage Center at CPSRA, for a term of two years from approximately January 13, 2024 through January 12, 2026, for annual base rent of $312,000.[1] The proposed resolution would also authorize the Director of Property to execute documents, make certain modifications, and take certain actions in furtherance of the sublease, affirm findings under the California Environmental Quality Act

[1] Because the proposed rent is below $45 per square foot annually, an appraisal is not required under Chapter 23 of the City's Administrative Code.

(CEQA), and find that the proposed sublease is in conformance with the General Plan and eight priorities of Planning Code Section 101.1.

The key terms of the proposed lease are shown in Exhibit 1 below.

**Exhibit 1: Key Terms of Proposed Sublease**

| | |
|---|---|
| **Term** | Two years |
| **Premises** | 312,000 square feet |
| **Annual Rent** | $312,000 |
| **Capacity** | 150 parking spaces stated in lease, actual final capacity likely 69 spaces |
| **Options to Extend** | None |
| **Utilities** | Paid by City |
| **Disposition of Improvements** | City must remove all improvements and property at end of lease |

Source: Proposed sublease

As noted above, HSH would no longer pay in-kind rent through law enforcement and parking enforcement services. According to HSH staff, the City would continue providing these services but HSH has not estimated the costs.

**Vehicle Triage Center**

The Bayview Vehicle Triage Center opened at the site in January 2022. The site initially had anticipated capacity for 78 parking spaces with a goal of expanding to 150 parking spaces after site improvements were completed. However, due to the size of vehicles and vehicle spacing required by the State Fire Marshal, capacity has been limited to 35 vehicles and final capacity is now anticipated to be approximately 69 vehicles, pending connection to a permanent power source. HSH is awaiting PG&E approval for power connections, and also plans to repair water and sewer mains and pave a road. The remaining $1 million from the HCD grant is available for these improvements, according to HSH staff.

According to Bryn Miller, HSH Senior Legislative Analyst, the triage center is typically filled to capacity and served 96 clients from 73 households in FY 2022-23, with an average stay of 218 days. Guests are often referred to the site by the Homeless Outreach Team, with a focus on homeless residents living in vehicles near Candlestick Point State Recreation Area.

**Service Providers**

HSH has contracts with the Bayview Hunters Point Foundation and Urban Alchemy to operate the triage center. Urban Alchemy operates the site, including site maintenance, reservations, storage, entry and exit, and laundry. Bayview Hunters Point Foundation provides engagement, case management, benefits navigation, wellness checks, emergency response and conflict resolution, children's and youth services, exit planning, and two daily meals for guests. The service agreements for both organizations require that both provide intake, orientation, assessments and individual service plans, referrals and coordination of services, and support groups and activities. The contracts with Urban Alchemy and Bayview Hunters Point Foundation expire in January 2024 and June 2024, respectively. According to Senior Legislative Analyst Miller, HSH plan to extend the contracts through the proposed sublease term.

**Performance Monitoring**

FY 2022-23 performance monitoring for Urban Alchemy indicated that it met all four service objectives but did not meet its two outcome objectives. Only 25 percent of guests were deemed to have a "positive exit" from the site, which is defined as an exit to shelter, housing, homeward bound, or a successful problem-solving resolution, which is below the goal of 50 percent.[2] HSH staff reported to our office that they still considered 25 percent of positive exits (4 of which were to housing) a sign that the program is working. We note this percentage is similar to the number of exits to housing observed in the Controller's 2021 evaluation of the Vehicle Triage Center on San Jose Avenue.[3]

FY 2022-23 performance monitoring for Bayview Hunters Point Foundation indicated that it met all three service objectives and one outcome objective. There were no findings or required corrective actions.

**Fiscal & Compliance Monitoring**

The Department of Public Health (DPH) reviewed Bayview Hunters Point Foundation's financial documents as part of the FY 2020-21 Citywide Fiscal and Compliance Monitoring program and identified four findings that were not yet in conformance and noted that failure to conform may result in "elevated concern" status. Bayview Hunters Point Foundation was one of two non-profits on elevated concern status in the Controller's Citywide Nonprofit Monitoring and Capacity Building Program Report FY 2021-22, based on their lack of compliance with a grant agreement to provide fiscal sponsor service to United Council of Human Services, invoicing departments for costs not yet incurred, and turnover in leadership.[4] The Controller's Office, HSH, and DPH are each providing technical assistance to improve the organization's financial condition and grant performance. HSH provided a status report from July 2023 that showed progress towards the goals of the technical assistance, including completion of an audited financial statement for FY 2020-21 and successful registration with the state as a charitable nonprofit, though the financial audit for FY 2021-22 and a complete cash flow analysis is still pending.

HSH reviewed Urban Alchemy's financial documents as part of the FY 2022-23 Citywide Fiscal and Compliance monitoring program and identified 10 findings. All findings have been addressed and Urban Alchemy is now deemed to be in conformance.

## FISCAL IMPACT

Over the two-year term of the proposed sublease, HSH would pay $624,000 in total rent. In addition to rent, the Budget and Legislative Analyst estimates that total costs for operating the

[2] In addition, 70 percent of guests who completed the quarterly satisfaction survey rated the treatment of staff, connection to services, and safety as good or excellent, which is slightly below the goal of 75 percent. There were no findings for FY 2022-23 but a required follow-up from FY 2021-22 that case files are reviewed by a supervisor and that a form is created by September 30, 2022, was implemented.

[3] Controller's Office, "Vehicle Triage Center Evaluation," February 1, 2021

[4] These issues are also noted in the Controller's November 2022 audit, "The City Must Determine Whether United Council of Human Services Should Continue Providing Services to San Francisco Residents Despite Continuing Noncompliance with City Grants."

Bayview Vehicle Triage Center though between FY 2023-24 – FY 2025-26 are approximately $12.2 million.

**Exhibit 2: Estimated Bayview Vehicle Triage Center Costs**

| | FY 2023-24 | FY 2024-25 | FY 2025-26 | Total |
|---|---|---|---|---|
| Rent | $130,000 | $312,000 | $182,000 | $624,000 |
| Urban Alchemy | 2,881,203 | 2,989,356 | 1,796,105 | 7,666,664 |
| Bayview Hunters Point | 1,237,715 | 775,171 | 452,124 | 2,465,010 |
| Service Contract Contingency (20%) | 823,784 | 752,905 | 449,646 | 2,026,335 |
| **Total** | **$5,072,702** | **$4,829,432** | **$2,879,875** | **$12,782,009** |

Source: BLA estimates from HSH sources

Note: FY 2025-26 figures are through January 2026.

Service contract estimates are based on HSH estimates, which show a decrease in the Bayview Hunters Point contract, and include a 20 percent contingency for unforeseen costs. Not included in the table above are law and parking enforcement costs which are at least $900,000 per year. All lease and service contract costs would be funded by Proposition C funds, a gross receipts tax that funds homeless housing and services.

## POLICY CONSIDERATION

### Site Capacity

As stated above, the Bayview Vehicle Triage Center was planned to open with capacity for 78 parking spaces and expand to 150 spaces after improvements were expected to be complete by July 2022. However, due to the size of vehicles and spacing required by the State Fire Marshal, capacity is currently limited to 35 spaces, or 23 percent of originally anticipated capacity. HSH estimates that after power connections are completed, capacity would expand to approximately 69 vehicles, or 46 percent of originally anticipated capacity. Given that PG&E often has long lead times for power connection projects, and that the Bay Area Air Quality Management District (BAAQMD) has not given approval to use interim power generators, it is possible that site capacity may not expand during the two-year term of the proposed sublease. HSH staff report that they have not yet found another site suitable for a vehicle triage center.

### Cost

Assuming an ongoing capacity of 35 vehicles per night, the cost per vehicle is approximately $140,000 per year, which is by far the most expensive homeless response intervention. According to the Place for All report, the cost of shelter and supportive housing ranges from approximately $40,000 to $60,000 per slot and the cost of a safe sleeping site is $87,600 per slot. If this site's capacity increases to 69 spots, the annual cost per spot would be $70,000.

The operating costs of $400 per night (with 35 spaces) are also an increase from approximately $105 per vehicle per night in the 2021 Controller's Assessment of the original San Jose Avenue vehicle triage center. The original Vehicle Triage Center did not have on-site case management, which was estimated would increase costs to $117 per spot per night.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Ramona Mayon
1559 Sloat Blvd. Suite B-Box 175
San Francisco CA 94132
TELEPHONE NO.: 415-598-6308 FAX NO.:
EMAIL ADDRESS: ramonamayon@yahoo.com
ATTORNEY FOR (Name): pro se

FOR COURT USE ONLY

FILED
Superior Court of California
County of San Francisco
JAN 26 2024
CLERK OF THE COURT
BY: Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 450 McAllister
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco CA 94102
BRANCH NAME:

CASE NAME: Mayon v. Breed

CASE NUMBER: CGC-24-611907

JUDGE:
DEPT.:

**CIVIL CASE COVER SHEET**

☑ **Unlimited** (Amount demanded exceeds $35,000)
☐ **Limited** (Amount demanded is $35,000 or less)

**Complex Case Designation**

☐ Counter ☐ Joinder

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

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

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

**Auto Tort**
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☐ Other PI/PD/WD (23)

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

**Employment**
- ☐ Wrongful termination (36)
- ☐ Other employment (15)

**Contract**
- ☐ Breach of contract/warranty (06)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

**Real Property**
- ☐ Eminent domain/Inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

**Unlawful Detainer**
- ☐ Commercial (31)
- ☐ Residential (32)
- ☐ Drugs (38)

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

**Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)**
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**
- ☐ Enforcement of judgment (20)

**Miscellaneous Civil Complaint**
- ☐ RICO (27)
- ☐ Other complaint *(not specified above)* (42)

**Miscellaneous Civil Petition**
- ☐ Partnership and corporate governance (21)
- ☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☑ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☑ monetary b. ☑ nonmonetary; declaratory or injunctive relief c. ☑ punitive
4. Number of causes of action *(specify)*: 1
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 1.26.24

Ramona Mayon
(TYPE OR PRINT NAME)

Ramona Mayon
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

Ramona Mayon (*Pro Se*)
1559 Sloat Blvd. Suite B-Box 175
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308



**SUPERIOR COURT OF STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

| | |
|---|---|
| **Ramona Mayon,**<br><br>**Plaintiff,**<br><br>**v.**<br><br>**Mayor London Breed and Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and County of San Francisco, only in their official capacity, and Does 1-50**<br><br>**Defendants,**<br><br>**Real Parties of Interest:**<br><br>**Episcopal Community Services; Bayview Hunter's Point Foundation; and Urban Alchemy.** | **Case No. CGC-24-611907**<br><br>**DECLARATION OF RAMONA MAYON**<br><br>**Date: June 26, 2024**<br>**Time: 10.30 am**<br>**Dept: 610** |

I, Ramona Mayon, declares under penalty of perjury, that I have personal knowledge of the matters herein, filed as #CGC-24-611907, with the Superior Court of California, City and County of San Francisco.

Respectfully,

Ramona Mayon

Ramona Mayon

Dated Jan 26, 2024

PROOF OF SERVICE

I, Mitzi Fata, am above the age of 18 and I am not a party to this action. I hereby certify that on this 26th day of Jan, 2024 I served the foregoing *Declaration by Ramona Mayon* by causing it to be mailed to:

City Attorney's Office
1 Dr Carlton B Goodlet Plaza
San Francisco, California 94102

Episcopal Community Services
165 8th Street
San Francisco, CA 94103

Bayview Hunter's Point Foundation
1625 Carroll Ave.
San Francisco, CA 94124

Urban Alchemy
1035 Market Street, Suite 150
San Francisco, CA 94103

Mitzi Fata

DAVID CHIU, State Bar #189542
City Attorney
JAMES F. HANNAWALT, State Bar #139657
Acting Chief Trial Deputy
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E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

| | |
|---|---|
| RAMONA MAYON,<br><br>Plaintiff,<br><br>vs.<br><br>MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,<br><br>Defendants. | Case No. CGC-24-611907<br><br>**DEFENDANTS' NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFF'S COMPLAINT**<br><br>Hearing Date: March 27, 2024<br>Time: 9:30 a.m.<br>Place: Dept. 302<br><br>Date Action Filed: January 26, 2024<br>Trial Date: Not Set. |

**TO PLAINTIFF, in pro per:**

PLEASE TAKE NOTICE THAT at 9:30 a.m. on March 27, 2024, in Department 302 in the above-entitled court, located at 400 McAllister Street, San Francisco, California, defendants Mayor London Breed, Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and City and County of San Francisco (the "City Defendants") will and hereby does demurrer to Plaintiff's Complaint.

This Demurrer is made on four grounds. First, Plaintiff does not assert she properly submitted a Government Claim, and the Government Claim that was submitted demonstrates Plaintiff cannot cure the deficiency, warranting sustaining the demurrer with prejudice. Second, because there are no facts, dates or description of the reason this lawsuit was filed against the City Defendants in the Complaint or the Government Claim, the complaint fails on the grounds of uncertainty, pursuant to California Code of Civil Procedure section 430.10(f). Third, the causes of action of "deceit" and "negligence per se" do not allege the requisite elements to state a claim for relief. (C.C.P. § 430.10(e).) The City Defendants are afforded absolute immunity for the discretionary acts regarding the budgetary allocation and homeless services and programs provided, about which Plaintiff seeks to expand through judicial fiat. Fourth, the Complaint fails to separately allege a claim for declaratory relief, but she cannot ask a court to change the clear and unambiguous language of statutes and ordinances.

This demurrer is based on this (1) Notice of Demurrer, and the accompanying (2) Demurrer (attaching the Complaint), (3) Memorandum of Points and Authorities, (4) Declaration of Zuzana S. Ikels, and (5) Request for Judicial Notice; and on the pleadings and records on file in this matter, and any oral argument as may be presented at the hearing of this motion. and upon such argument and other evidence as may be received by the Court at the time of the hearing.

WHEREFORE, Defendants pray for an order sustaining the demurrer to Plaintiffs' Complaint without leave to amend and for such other relief as this Court may deem proper.

Dated: February 29, 2024

DAVID CHIU
City Attorney
JAMES F. HANNAWALT
Acting Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: _____
ZUZANA S. IKELS

Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO

**PROOF OF SERVICE**

I, KASSY ADAMS, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On February 29, 2024, I served the following document(s):

**DEFENDANTS' NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFF'S COMPLAINT**

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEFENDANTS' DEMURRER TO PLAINTIFF'S COMPLAINT**

**DECLARATION OF ZUZANA IKELS IN SUPPORT OF DEFENDANTS' DEMURRER TO PLAINTIFF'S COMPLAINT**

**DEFENDANTS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRER**

**[PROPOSED] ORDER SUSTAINING DEFENDANTS' DEMURRER WITHOUT LEAVE TO AMEND**

on the following persons at the locations specified:

Ramona Mayon
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308

Plaintiff in Pro Per

in the manner indicated below:

☒ **BY UNITED STATES MAIL**: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

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

Executed February 29, 2024, at San Francisco, California.

KASSY ADAMS

DAVID CHIU, State Bar #189542
City Attorney
JAMES F. HANNAWALT, State Bar #139657
Acting Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
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E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendant
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

| | |
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| RAMONA MAYON,<br><br>Plaintiff,<br><br>vs.<br><br>MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,<br><br>Defendants. | Case No. CGC-24-611907<br><br>**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEFENDANTS' DEMURRER TO PLAINTIFF'S COMPLAINT**<br><br>Hearing Date: March 27, 2024<br>Time: 9:30 a.m.<br>Place: Dept. 302<br><br>Date Action Filed: January 26, 2024<br>Trial Date: Not Set. |

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## TABLE OF AUTHORITIES

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**State Statutes & Codes**

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**San Francisco Statutes, Codes & Ordinances**



**Rules**

## INTRODUCTION

Plaintiff, as a self-represented litigant, has sued Defendants Mayor London Breed, the Director Department of Homelessness and Supportive Housing Services, Shireen McSpadden ("Director McSpadden"), and the City and County of San Francisco (the "City Defendants"). Because the pleading does not satisfy the requirements to bring a lawsuit against a municipality, or state a claim upon which relief can be granted, the demurrer should be sustained without leave to amend. (Code Civ. Proc., § 430.10 (e) and (g).)

Plaintiff did not comply with the Tort Claims Act, which is an essential prerequisite for jurisdiction and to initiate an action against the City Defendants. Plaintiff's negligence and fraud causes of action are not cognizable as the City Defendants are immunized from liability as a matter of law, and each of the requisite elements are missing. Plaintiff's reference to declaratory relief is similarly defective as there is no "actual controversy." After describing the panoply of homeless services provided, the Complaint asks the Court to rewrite a number of statutes and local ordinances to convert her into a "tenant" and the City Defendants into landlords. The laws specifically and clearly define a tenant as a person living in a "residential dwelling unit" who pays rent. Plaintiff lives in her own RV and does not pay rent to anyone. "Such a pretended construction would not be construction at all but would be legislation." It is a cardinal rule that "[c]ourts have no power to legislate." (*People v. Pacific Guano Co.* (1942) 55 Cal.App.2d 845, 849.) Ms. Mayon's position also contradicts virtually every term of her signed agreement. Under San Francisco's Safe Parking Program, Plaintiff expressly agreed that she was a guest, not a tenant, and that she had "no right or interest under California or San Francisco landlord tenant laws." A declaratory relief claim addresses ripe and "actual controversies" of a legal right or obligation regarding property or a written instrument; it is not a method to force taxpayers or the City Defendants to, *inter alia*, fund gift cards to "Home Depot, Loews, O'Reillys, Autozone"; build a workshop structure or storage sheds; or change the menu of the free, catered food services provided to the homeless living at a safe sleeping site. The demurrer should be sustained without leave to amend.

## I. FACTUAL BACKGROUND

Before a lawsuit may be filed against a municipality, the plaintiff must file a government

claim. The only government claim submitted by Plaintiff was three years ago, on March 4, 2021. (Ikels Decl., Exh. A (the March 4, 2021 "Government Claim"); *and see* Request for Judicial Notice ("RJN").) Ms. Mayon's Government Claim alleged that "residents" in "their houses" were intimidating and discriminating against her, based on "hatred of nomadic people such as myself," because she had parked her RV on the Great Highway. (*Id.*) Because there was no allegation of injury, causation, damages, or legal theory advanced against the City, San Francisco denied the Government Claim on March 26, 2021 and notified Plaintiff she had six months to file a lawsuit. (RJN, Exh. A.) Notably, neither the Mayor nor Director McSpadden are mentioned in the Government Claim.

The Government Claim has no connection to the allegations set forth in the Complaint, filed on January 26, 2024. The Complaint names the following defendants: Mayor London Breed, Director "Shireen McSpadden of Dept of Homelessness and Supportive Housing City and County of San Francisco."[1] It also names as "Real Parties of Interest: Episcopal Community Services, Bayview Hunter's Point, Foundation; and Urban Alchemy" (collectively, the "Third Parties"). The complaint asserts two claims, "negligence per se" and "deceit," based on the following allegation:

> l am one of the 35 vehicle-dwelling households under the care and custody of the non-profits' contracted with the Dept of Homelessness and Supportive Housing (HSH)'s Vehicle Triage Center (VTC) @ 500 Hunter's Point Expressway, San Francisco. I seek an act of declaratory relief, for myself, and the others, out here suffering intolerable living conditions.

(*Id.*, p. 1:13-17.) Plaintiff lives in her own RV, and says that she has formed a "Tenants Union." The significance of the "union" is unclear. Plaintiff is not, and does not want, to be a tenant, live in a building structure, or pay rent. She believes it is "culturally insensitive to be told constantly that we need to move out of our RVs into SROs or "other housing options." (*Cf.*, p. 10, parag. "O", *to* Compl., p. 3-4.) She also acknowledges signing the Bayview Vehicle Triage Center Participant Agreement, which "clearly states we who enter the VTC do not have tenants' rights." (*Id.*, p. 1, lines 22-23.) The

[1] "Department of Homelessness and Supportive Housing City and County of San Francisco" is not a properly joined defendant because it is not an actual entity, it does not have power to sue or be sued, and is not an independent public corporation. (*See Bauer v. County of Ventura* (1955) 45 Cal.2d 276, 288-289; compare Gov. Code, §§ 23000, 23004(a).) We presume Plaintiff intended to sue the City and County of San Francisco, although not properly named. Director McSpadden, moreover, has not been personally served. (Ikels Decl., at ¶ 2.) The Court therefore should quash the summons and dismiss Director McSpadden. (C.C.P. § 418.10.)

Agreement is attached as Exhibit C to the Complaint and states:

> Welcome to the City and County of San Francisco's Bayview Vehicle Triage Center. Safe Parking programs provide emergency temporary parking for people living in their vehicles. Every guest receiving safe parking does so at the invitation of the City and County of San Francisco's Department of Homelessness and Supportive Housing. This Safe Parking program does not provide permanent parking or housing, and guests staying at this site **do not have tenancy rights.**

(Compl., Exh. C, p. 1 (emphasis in original.) The Agreement emphasizes that it "is a temporary program …The City of San Francisco may terminate or extend the program at any time. **This program creates no right or interest enforceable under California or San Francisco landlord tenant laws."** (*Id.*, (emphasis added).) Plaintiff also promised to comply with the "community guidelines, adhere to the fire safety rules of the State Fire Marshall, understood "hoarding" and visitors are not allowed, and follow "quiet hours." (*Id.*, p. 2-3.)

Under the section entitled "Points and Authorities", Plaintiff cites to the California Constitution, Gov. Code § 65662 (discussing navigation centers associated with homeless services), and a hodgepodge of laws related to the City's "Housing First" homeless policy goals. (*Id*., pp. 3-13.) Plaintiff includes Exhibit E, a Sept 29, 2023 report to the SF Homelessness and Behavioral Health Committee Meeting, because she believes it "show[s] the cost to the taxpayer for our sites runs $400 per night, per site (figured at 35 spaces used). That level of expenditure does not show up in the living conditions at the VTC, which is why I have included HSH's subcontractors as Real Parties of Interest." (*Id.*, p. 2:5-9.) But, in fact, Exhibit B, C and E to the Complaint describe the significant budgetary and policy decisions that led to the Safe Parking Program, and the myriad and costly homeless and supportive services, including receiving free and safe parking for her RV. Ms. Mayon's takes issue with the services received because: (i) the solar powered lights are "dimmer" that city street lights (*id.* p. 3, bottom half); (ii) the ADA and non-ADA shower(s) should be open "24/7," despite the obvious safety concerns of using showers at night and contractual "quiet hours" that must be followed (*id.*, p. 7(J)-(K) *compared to* Exh. C, p. 3); (iii) the catered food deliveries have a limited menu and should not be hand-delivered, and the Court should order the City to build a kitchen facility (*id.*, p. 5(E); (iv) the Fire Marshall's fire laws, that ban propane tanks, generators, hoarding and parking cars next to RVs because they pose serious fire hazards and dangers for fire evacuation, are not believable (*cf.* Exh.

C, p. 2 *to* Exh. B, p. 4); and the "wellness checks" and offers of substance and mental health services are offensive (*id.*, p. 9 (last paragraph). Exhibit B includes self-titled "Tenants Union of Bayview VTC" forms, with handwritten names and requests to change "everything," provide "better food," and "stop this communist regime that violates my basic human rights." (*Id*, Exh. B, p. 47, 60.)[2]

The Complaint appears to be demanding that the Court order San Francisco taxpayers to fund a host of additional projects, including but not limited to: (a) pay for gift cards to "Home Depot, Loews, O'Reillys, Autozone" (*id.*, p. 13(8)), (b) build storage units, workshops, and structures for laundry, mechanics, and kitchens along with plumbing, in addition to the free laundry and catered food services (and despite the "hoarding" ban) (*id.*, pp. 7(K), 13(7) –(10)), (d) hire "staff who is knowledgeable in the care and upkeep of RVs" and pay for replacement RVs (*id.*, p. 10 (P), p. 16 (26) and (27)); (e) allow the use of propane tanks (despite the Fire Marshall's rules and the provision of electricity) (*cf.* Exh. C, p. 2 *to* Exh. B, p. 4-5, 13(10); and (f) provide free WIFI (*id.*, pp. 15 (22) and (14)).

Other than the caption page, neither the Mayor nor Director McSpadden are mentioned in the pleadings. During the meet and confer process, Plaintiff confirmed that she had not filed a government claim. Her stated goal, in essence, is to compel the Court to rewrite state laws and local ordinances, ignore her signed contract, and "declare" her a "tenant," so that she can compel the City taxpayers to pay for a host of additional services and build structures. (Ikels Decl., at ¶ 4, Exh. B.)

## II. LEGAL ARGUMENT

### A. Legal Standard

It is worth observing that Plaintiff is not entitled to special treatment by a court even though she is representing herself without the assistance of an attorney. (*Rappleyea v. Campbell* (1994) 8 Cal.4th 975, 984-985.) A court holds *pro per* litigants to the same standards as a practicing attorney. (*Nwosu v. Uba* (2004) 122 Cal.App.4th 1229, 1246-1247.) While the implications of this rule may be harsh, it is not intended to penalize self-represented litigants, but to ensure the stability and smooth operation of the courts.

[2] There many internal inconsistencies in the 82-page pleading. A few examples include acknowledging the free food, free laundry, and free electricity, but insisting on using the dangerous propane tanks; and asking for an "ADA compliant shower" at Exh. B, p. 14, despite acknowledging ADA showers were installed. (*Id*., p. 7.)

A demurrer lies to pleadings that fail to state a cause of action or that are uncertain. (C.C.P. § 430.10(e) and (g).) Both grounds exist here. A trial court has discretion to sustain a demurrer without leave to amend "if it is apparent the complaint's defects cannot be cured," and "[t]he burden of proving the reasonable possibility of such a curative amendment falls squarely on the plaintiff." (*Jenkins v. JPMorgan Chase Bank, N.A.* (2013) 216 Cal.App.4th 497, 506–507, as modified (June 12, 2013), *disapproved on another ground in Yvanova v. New Century Mortgage Corp.* (2016) 62 Cal.4th 919, citations and quotation marks omitted); *Arce v. Childrens Hospital Los Angeles* (2012) 211 Cal.App.4th 1455, 1497, fn. 19 ('[t]he plaintiff has the burden of proving that an amendment would cure the defect,' " and where the plaintiff has "not offered any proposed amendment, [the plaintiff has] not carried [its] burden"); *Long v. Century Indemnity Co.* (2008) 163 Cal.App.4th 1460, 1468 ("'[l]eave to amend should not be granted where ... amendment would be futile'").)

Here, because Plaintiff did not (and cannot) comply with the Tort Claims Act, and the negligence and "deceit" claims are not cognizable, the demurrer should be sustained without leave to amend.

**B. Plaintiff Did Not Allege or Present Any Theory of Relief in A Government Claim; the Demurrer Should Therefore Be Sustained Without Leave to Amend.**

California law requires that before suing a public entity for damages or a tort, a plaintiff must comply with the Tort Claims Act. (Gov. Code § 905, *et seq*.) The Tort Claims Act "established a standardized procedure for bringing personal injury claims against local governmental entities." (*Hernandez v. City of Stockton* (2023) 90 Cal.App.5th 1222, 1230 (*citing Ardon v. City of Los Angeles* (2011) 52 Cal.4th 241, 246).) With certain enumerated exceptions that do not apply, "no suit for money or damages may be brought against a public entity on a cause of action for which a claim is required to be presented . . . ***until*** a written claim thereof has been presented to the public entity and ***has been*** acted upon by the board, or has been deemed to have been rejected by the board. . . ." (Govt. Code § 945.4 (emphasis added).) "The purpose of the claims presentation requirement is to facilitate early investigation of disputes and settlement without trial if appropriate, as well as to enable the public entity to engage in fiscal planning for potential liabilities and to avoid similar liabilities in the future." (*Baines Pickwick Ltd. v. City of Los Angeles* (1999) 72 Cal.App.4th 298, 303; *see also, Gong*

*v City of Rosemead* (2014) 226 Cal.App.4th 363, 371, 374 (citing Govt Code § 911.2, presentation of claim for money or damages prior to filing suit is a condition precedent to lawsuit); *see also* (*Crow v. State of Cal.* (1990) 222 Cal.App.3d 192, 202, *disapproved on another ground by Regents of Univ. of Cal. v. Super. Ct.* (2018) 4 Cal.5th 607, 634, fn. 7; *and see Baines Pickwick Ltd. v. City of Los Angeles* (1999) 72 Cal.App.4th 298, 303.)).)

The filing of a claim is a condition precedent to the maintenance of an action against a public entity and is therefore an element that a plaintiff is required both to allege and prove. (*Del Real v. City of Riverside* (2002) 95 Cal. App. 4th 761, 770.) The Court may take judicial notice of the presentation of a claim, its contents, the date of denial, and the contents therein. (*Gong v. City of Rosemead* (2014) 226 Cal.App.4th 363, 368 fn. 1, 376; *see also* RJN, Exh. 1.) "A court may take judicial notice of something that cannot reasonably be controverted, even if it negates an express allegation of the pleading." (*Poseidon Development, Inc. v. Woodland Lane Estates, LLC* (2007) 152 Cal.App.4th 1106, 1117, as modified (July 24, 2007); *see also* C.C.P. § 430.30(a); Request for Judicial Notice ("RJN").)

A demurrer for failure to state a cause of action is the proper vehicle to challenge noncompliance with government claim presentation requirements. (*State of California v. Superior Court (Bodde)* (2004) 32 Cal.4th 1234, 1243.) The rules are rigorous and strictly enforced. *First*, a claim must be presented to the public entity "not later than six months after the accrual of the cause of action." (Gov. Code § 911.2.) *Second*, an action against a governmental entity or employee covered by the claim-presentation requirement must be filed in court within six months following written notice of rejection of the claim by the public entity. (Gov. Code § 945.6(a)(1); *Silva v. Crain* (9th Cir. 1999) 169 F.3d 608, 611.) *Third*, compliance with the Tort Claims Act must be affirmatively pled in the complaint. (*State of Cal. v. Super. Ct* (2004) 32 Cal. 4th 1234, 1240, 1243 (holding that "a plaintiff must allege facts demonstrating or excusing compliance with the claim presentation requirement," otherwise the "complaint is subject to a general demurrer for failure to state facts sufficient to constitute a cause of action."); *Wood v. Riverside Gen. Hosp.* (1994) 25 Cal. App. 4th 1113, 1119 (an "essential element" to a complaint against a municipality requires Plaintiff allege compliance with the government claim submission requirements).) *Fourth*, the requisite pre-lawsuit Government Claim

must specify each legal and factual basis for the government's liability to the claimant. A party cannot file suit on any legal or factual basis outside those that are listed in its Government Claim. (*Nelson v. State of California* (1982) 139 Cal.App.3d 72, 79 ("the factual circumstances set forth in the written claim must correspond with the facts alleged in the complaint; even if the claim were timely, the complaint is vulnerable to a demurrer if it alleges a factual basis for recovery which is not fairly reflected in the written claim"); *Williams v. Braslow* (1986) 179 Cal.App.3d 762, 769–70 ("Courts have consistently interpreted the Tort Claims Act to bar actions alleging matters not included in the claim filed with the public entity."), *quoting State of California ex rel. Dept. of Transportation v. Superior Court* (1984) 159 Cal.App.3d 331, 336.) And *fifth*, the claim must specify the amount of damages. (Govt. C. § 910(f).)

Here, none of the five requirements have been satisfied. The Complaint does not allege compliance with the Tort Claims Act, and Plaintiff acknowledges she did not comply. (Ikels Exh., B.) The Government Claim does not mention any of the City Defendants, set forth any factual circumstances, date, location, or legal theories that are cognizable against them, and no damages are specified. (RJN, Ikels Decl., Exh. A.) The Government Claim alludes to past disturbances with residents on the Great Highway. The Complaint, by contrast, describes the generous homeless services provided at a safe parking site. After a claim is rejected, the lawsuit filed may elaborate or add further details "but the complaint may not completely shift the allegations and premise liability on facts that fundamentally differ from those specified in the government claim." (*Hernandez*, at 1231 (upholding dismissal because the factual basis for recovery is not 'fairly reflected' in the plaintiff's government claim"); *see also Turner v. State of California* (1991) 232 Cal.App.3d 883, 887-888, 891 (complaint properly dismissed because of variance between government claim and complaint); *Fall River Joint Unified School Dist. v. Superior Court* (1988) 206 Cal.App.3d 431, 434-435 (same); *Donohue v. State of California* (1986) 178 Cal.App.3d 795, 804 (government claim alleged that the defendant was negligent in allowing uninsured motorist to take driving test, whereas the complaint alleged that the defendant was negligent in failing to instruct, direct, and control the motorist during the test).)

It is proper to sustain a demurrer without leave to amend for noncompliance with the claims presentation requirement, where, as here, the Government Claim demonstrates amendment would be

futile. (*Gong, supra*, 226 Cal.App.4th at p. 378.) There is no means to cure the complaint, because it was filed three years before. (*Compare* RJN, Ikels Decl. Exh. A (Claim Form submitted on March 1, 2021, and denied on March 26, 2021) *to* Complaint filed on January 26, 2024.) To be timely, a claim must be presented within six months of the accrual of the cause of action. (Gov. Code § 911.2.) Failure to file a timely claim is a jurisdictional bar. (*See Santee v. Santa Clara City Office of Education* (1990) 220 Cal.App.3d 702, 713; *Cole v. Los Angeles Unified School Dist.* (1986) 177 Cal.App.3d 1, 5 (holding that the statutory period of limitations for actions against a public entity is "mandatory and must be strictly complied with.").)

In sum, the Government Claim bears no resemblance to a valid claim, and the Complaint bears no resemblance to the Government Claim. Plaintiff, in fact, has acknowledged that she has not submitted a government claim. (Ikels Decl., Exh. B.) The deficiencies cannot be cured and, accordingly, the lawsuit should be dismissed.

**C. The Causes of Action Fail for Uncertainty**

A complaint must contain a "statement of the facts constituting the cause of action, in ordinary and concise language." (C.C.P. § 425.10(a).) Each cause of action must be separately numbered. (Rules of Court, Rule 2.112(1).) In addition, "each separately stated cause of action . . . in a pleading shall specifically identify its number (e.g., "First Cause of Action"); its nature (e.g., "for Negligence"); . . . and the party or parties to whom it is directed (e.g., "against Defendant Smith")." (*Id.* (2)-(4).) Each version of the facts and each legal theory should also be pleaded in a separate cause of action in the complaint. (*Campbell v. Rayburn* (1954) 129 Cal.App.2d 232, 235.) Failure to comply with the rules renders a complaint subject to special demurrer for uncertainty. (Code Civ. Proc., § 430.10(f); *Morris v. JPMorgan Chase Bank, N.A.*, (2022) 78 Cal. App. 5th 279, 292.)

The Complaint does not "set forth the essential facts of [her] case with reasonable precision and with particularity sufficient to acquaint a defendant with the nature, source and extent of [their] cause of action." (*Doheny Park Terrace Homeowners Assn., Inc. v. Truck Ins. Exchange* (2005) 132 Cal.App.4th 1076, 1099.) If the failure to label the parties and claims renders a complaint so confusing that the defendants cannot tell what they are supposed to respond to, it is subject to demurrer for uncertainty. (*Williams v. Beechnut Nutrition Corp.* (1986) 185 Cal.App.3d 135, 139.)

This is not a situation where there are missing details. The Complaint is fatally vague— it alleges "negligence per se" and "fraud," alludes to declaratory relief, but does not identify any action or inaction, duty, causation, or damages, or explain why the City Defendants have been sued.

**D. The Negligence And Fraud Claims Are Not Cognizable**

Plaintiff pleads two claims, one for negligence and for fraud, neither is viable.

**1. The City Defendants Are Immune Under the Government Code**

The basic rule of section 815 of the Government Code regarding public entity liability states: "Except as otherwise provided by statute: ... [a] public entity is not liable for an injury, whether such injury arises out of an act or omission of the public entity or a public employee or any other person." This means that "direct tort liability of public entities must be based on a specific statute declaring them to be liable, or at least creating some specific duty of care, and not on the general tort provisions of Civil Code section 1714. Otherwise, the general rule of immunity for public entities would be largely eroded by the routine application of general tort principles." (*Eastburn v. Regional Fire Protection Authority* (2003) 31 Cal.4th 1175, 1183; *All Angels Preschool/Daycare v. Cnty. of Merced* (2011) 197 Cal. App. 4th 394, 400.)

After acknowledging all of the homeless services that Plaintiff does receive, she appears to believe that she should receive even more and/or different services, money and construction of facilities. Assuming *arguendo* her grievances support a claim for either "negligence" or "deceit," the City Defendants have absolute immunity under Govt. Code sections 815.2, 818.8, 821.6 and 820.2.

Subdivision (b) of section 815.2 states: "(b) Except as otherwise provided by statute, a public entity is not liable for an injury resulting from an act or omission of an employee of the public entity where the employee is immune from liability." Section 820.2 provides: "[e]xcept as otherwise provided by statute, a public employee is not liable for an injury resulting from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether or not such discretion be abused." Neither the City nor the individual defendants, the Mayor and Director of Homeless Services, may be sued for fraud or negligent misrepresentations. (Govt. Code § 818.8.)

The immunity for discretionary acts was codified by the legislature in Sections 820.2 and 855.4 of the Government Code, which address both public employees and entities. They provide an absolute

immunity "for an injury resulting from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether or not such discretion be abused." *Greenwood v. City of Los Angeles* (2023) 89 Cal. App. 5th 851, 862, *reh'g denied* (Apr. 20, 2023), *review denied* (July 12, 2023). In the very recent *Greenwood* decision, the court upheld the trial court's sustaining a demurrer by a municipality against regarding the city's purported "failure to remedy a dangerous condition on public property adjacent" to plaintiff's place of work, as a result of which the plaintiff contracted typhus The *Greenwood* explained the California Supreme Court had developed a "workable definition' of immune discretionary acts," which "draws the line between 'planning' and 'operational' functions of government." (*Caldwell v. Montoya* (1995) 10 Cal.4th 972, 981.) It explained that "[i]mmunity is reserved for those basic policy decisions which have ... been expressly committed to coordinate branches of government, and as to which judicial interference would thus be unseemly." (*Greenwood* at 862 (internal quotations omitted) *citing to Caldwell*, p. 793.)

> Such 'areas of quasi-legislative policy-making ... are sufficiently sensitive' to call for judicial abstention from interference that 'might even in the first instance affect the coordinate body's decision-making process.' The immunity applies to deliberate and considered policy decisions, in which a 'balancing [of] risks and advantages ... took place. The fact that an employee normally engages in discretionary activity is irrelevant if, in a given case, the employee did not render a considered decision.'

(*Id*.)

Here, the Complaint requests of the Court to second guess the local government's allocation of taxpayer propositions, the budget and policies related to homeless services, the Safe Parking Program, and the homelesss services provided by the Third Parties. It is also axiomatic that the judiciary "has neither the power nor the duty to determine the wisdom of any economic policy; that function rests solely with the Legislature," and courts will not "override the legislative function," or laws enacted in furtherance of economic policies for the general welfare. (*See, e.g., Max Factor & Co. v. Kunsman* (1936) 5 Cal.2d 446, 454.) The City Defendants are afforded absolute immunity under the law.

**2. The Requisite Elements for Fraud and Negligence Are Missing**

A cause of action for fraud must allege the following elements: (1) a knowingly false representation by the defendant; (2) an intent to deceive or induce reliance; (3) justifiable reliance by the plaintiff; and (4) resulting damages. Every element must be specifically pleaded, this means that

general and conclusory allegations will not suffice. The particularity requirement necessitates pleading facts that show how, when, where, to whom, and by what means the representations were tendered. "The first purpose is to give notice to the defendant with sufficiently definite charges that the defendant can meet them. [Citation.] The second is to permit a court to weed out meritless fraud claims on the basis of the pleadings; thus, "the pleading should be sufficient to enable the court to determine whether, on the facts pleaded, there is any foundation, prima facie at least, for the charge of fraud." *See West v. JPMorgan Chase Bank, N.A.* (2013) 214 Cal.App.4th 780, 793, (*quoting Committee on Children's Television, Inc. v. General Foods Corp*. (1983) 35 Cal.3d 197, 216-217, *superseded by statute on another ground as stated in Californians for Disability Rights v. Mervyn's, LLC* (2006) 39 Cal.4th 223, 227.)

Although she alleges a claim of "deceit," Plaintiff does not allege any facts that support the "who, what, when or where" to support a fraud claim. There is no mention of either the Mayor or Director McSpadden. In any event, Government Code Section 818.8 provides an absolute immunity from liability for misrepresentation of any sort against a municipality.

For the same reasons, the negligence claim is defective. "[I]n order to prove facts sufficient to support a finding of negligence, a plaintiff must show that defendant had a duty to use due care, that he breached that duty, and that the breach was the proximate or legal cause of the resulting injury. [Citation.]' (*Nally v. Grace Community Church* (1988) 47 Cal.3d 278, 292–293.) The existence of a duty of care is a question of law to be determined by the court alone. (*Ballard v. Uribe* (1986) 41 Cal.3d 564, 572, fn. 6.) This is because 'legal duties are ... merely conclusory expressions that, in cases of a particular type, liability should be imposed for damage done.' (*Tarasoff v. Regents of University of California* (1976) 17 Cal.3d 425, 434.)

The Complaint does not allege a duty, causation or injury. The California Tort Claims Act provides that a governmental entity is not directly liable for torts except as provided by statute. Cal. Gov.Code § 815(a). It is well established that there is no statute that provides for direct entity liability for a claim for negligence. (*See, e.g., Thorn v. City of Glendale* (1995) 28 Cal. App. 4th 1379, 1385.) San Francisco cannot be sued for negligence, and the Complaint does not allege that the Mayor or Director owed a "special duty" or had any interactions with Ms. Mayon. Discretionary acts regarding

the Safe Parking Program and homeless services, in their capacity as Mayor and Director, are absolutely immune from judicial review.

**E. The Declaratory Relief Claim is Neither Pleaded Nor Cognizable**

Although not pled as a separate cause of action, Plaintiff alludes to seeking "declaratory relief." Ms. Mayon's stated purpose of her lawsuit is: "I want to change how the rules are made at safe parking sites in California (well, the 9th circuit, actually). The Real Parties have exceeded their authority by about a hundred miles and squandered the taxpayer's money meant to make it safe, dignified, livable." (Ikels Decl., Exh. B.) Putting aside that the allegations undermine that conclusory statement, in order for a party to pursue an action for declaratory relief, "the grounds for such relief must be specifically pleaded in the complaint." (*Davis v. Farmers Ins. Exch.*, 245 Cal. App. 4th 1302, 1325–26 (2016), as modified on denial of reh'g (Apr. 21, 2016) (citations omitted).) Here, Plaintiff does not plead a claim for declaratory relief and her stated objectives are not viable through litigation, as a matter of law.

Pursuant to the Code of Civil Procedure Section 1060, a declaratory relief claim must be based on a ripe, "actual controversy" as to "legal rights or duties" regarding a "written instrument…including a determination of any question of construction or validity arising under the instrument or contract," or "property." "[A]ctions for declaratory relief involve matters of practice and procedure only and are not intended in any way to enlarge the jurisdiction of courts over parties and subject-matter." (*Carrier v. Robbins* (1952) 112 Cal. App. 2d 32, 36.) Whether a claim presents an "actual controversy" and is "ripe," within the meaning of Code of Civil Procedure section 1060, is a jurisdictional question of law.

Here, Plaintiff is not seeking to enforce the Agreement or a "property" right; instead, she asks the Court to rewrite state laws and local ordinances so as to convert her into a "tenant," the City Defendants or the "Real Parties of Interest" into landlords, and create "tenants' rights" in the fashion she desires. *First,* a declaratory relief claim does not empower the judiciary to interfere with the legislative function, such as a city's economic and homeless policies, the Safe Parking Program, allocation of budget and taxpayer resources, or bypass voter-passed propositions or local ordinances. (*Carrier*, *supra*, at 36 (dismissing lawsuit against city of San Diego, where plaintiff challenged the

wage rate set by the Board of Supervisors); *see also Spencer v. City of Alhambra,* 44 Cal.App.2d 75, 77.)

*Second*, as a matter of law, Plaintiff may not ask the Court to rewrite the laws that define "tenant," "landlord," "rent," and "dwelling units," or transform them into including her personally-owned RV. In construing a statute, it is the duty of the court "simply to ascertain and declare what is in terms or in substance contained therein, not to insert what has been omitted or to omit what has been inserted." (Code Civ.Proc. § 1858.) "When the statutory language is clear there can be no room for construction of the statute. Where there is no ambiguity in the statutory language, the power to construe it does not exist." (*San Joaquin Blocklite, Inc. v. Willden* (1986) 184 Cal. App. 3d 361, 367–68 (citations omitted); *see also LGCY Power, LLC v. Superior Ct.* (2022) 75 Cal. App. 5th 844, 860–61 ("we are not empowered to insert language into a statute, as 'doing so would violate the cardinal rule of statutory construction that courts must not add provisions to statutes.'").)

The Complaint cites to portions of San Francisco's Administrative Code that demonstrate landlord-tenant laws do not apply. Specifically, at page 6, line 16, the Complaint notes that "Tenant shall have the meaning set forth in Administrative Code Section 37.2." Section 37.2, sub-section (t), defines: "Tenant. A person entitled by written or oral agreement, sub-tenancy approved by the landlord, or by sufferance, **to occupy a residential dwelling unit to the exclusion of others**." (Emphasis supplied.) At sub-section (h), "Landlord" is defined as "An owner, lessor, sublessor, who receives or is entitled to receive **rent** for the use and occupancy of any residential rental unit or portion thereof in the City and County of San Francisco, and the agent, representative or successor of any of the foregoing." (Emphasis supplied.) At sub-part (p) of Section 37.2, "Rent" is defined as "[t]he consideration, including any bonus, benefits or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a rental unit, or the assignment of a lease for such a unit, including but not limited to monies demanded or paid for parking, furnishing, food service, housing services of any kind, or subletting."

A "dwelling unit", "rental unit," and "residential dwelling unit" are also defined terms in the law, which are building structures affixed to real property. San Francisco's Building Code, defines: "Dwelling. Any building or portion thereof which contains not more than two dwelling

units…Dwelling Unit. A "dwelling unit" is any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking and sanitation as required by the Code, for not more than one family.(San Francisco Building Inspection Commission (BIC) Codes, Section 401.) A residential "dwelling unit" is "a *structure* or the part of a *structure* that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household." (Civ. Code § 1940(c) (emphasis added).) Likewise, the Administrative Code defines a "rental unit" as "residential dwelling units in the City together with the land and appurtenant buildings thereto…" – and expressly excludes hotels, boarding houses, etc. (Admin. Code § 37.2(r).) In fact, the Administrative Code also excludes "dwelling units whose rents are controlled or regulated by any government unit, agency, or authority." (*Id.*) In other words, even if Plaintiff lived in a dwelling unit *and* paid rent, because the parking site is controlled or regulated by a government agency, it is exempt from landlord tenant laws. These are clear and unambiguous terms: a personal vehicle is not encompassed in the term "tenant," "rental unit," "residential dwelling unit," "landlord," or "rent." Plaintiff's "pretended construction would not be construction at all but would be legislation." (*People v. Pacific Guano Co.* (1942) 55 Cal.App.2d 845, 849.) It is a cardinal rule that "[c]ourts have no power to legislate." (*Id.; Anderson v. City of Long Beach* (1959) 171 Cal. App. 2d 699, 701.)

*Third*, as a matter of logic and based on the admissions in the pleading, Plaintiff cannot be a tenant. Ms. Mayon lives in her own vehicle, not a building, and does not pay rent. She refers to herself as "culturally…nomadic," and that it is "culturally insensitive" to encourage her to move to a dwelling unit. (*See,* Section II, *supra,* Compl., p. 10, parag. "O", *to* p. 3-4; Ikels Decl., Exh. A.) *Finally*, her position is belied by the terms of the Agreement, which she notes "clearly states" that to gain entry to the Safe Parking site, she agreed that she is a guest, not a tenant, and had no rights under landlord tenant laws. (Compl., p. 1, lines 22-24.)

Exhibits B, C and E to the Complaint, moreover, demonstrate that there is no means to cure the defects through amendment. Even if Ms. Mayon could second-guess the City's budgetary and policy decisions, her contention that $400 per day per site has not occurred is disproven by the plethora of services and care described in the pleadings. (*Cf.* Compl., p. 2:5-9; *to* Exh. B, C and E attached

thereto.) The free services (provided through the voter-passed Proposition C) include security, fencing, solar lighting, electricity, bathrooms and showers, catered food, laundry services, wellness services, and RV maintenance. (*Id*, Exh. B, pp. 2-10.). Despite agreeing and alleging that she is a guest, not a tenant, and that no landlord-tenant relationship exists, Plaintiff asks the Court to ignore virtually every term of the VTC agreement signed by the Plaintiff, rewrite both State laws and local ordinances, and second guess the policy and budgetary decisions of the City, which is legally untenable.

On a practical level, entertaining this lawsuit undermines the gatekeeper function of the courts and wastes the limited resources of the City. As explained in the *City of Glendale* decision, "in view of the exceedingly high cost of modern litigation, from the point of view of a defendant public entity, merely being named in a tort suit places it in a lose/lose situation. Except in those most rare instances permitting the recovery of attorney fees, the more procedural stages through which it must pass prior to vindication, the greater will be its "victorious losses." This problem is particularly acute for today's financially stressed governmental bodies." (28 Cal. App. 4th 1379, 1385.) Consequently, if governmental immunities, the contractual terms, and the statutes and ordinances are ignored, and improper legal relief is entertained whenever a plaintiff elects to file a document, the limited protection the City Defendants are "afforded will be essentially eviscerated."

Thousands of persons experiencing homelessness come to San Francisco. Many of these individuals refuse, or complain about, offers of services and shelter. Homeless encampments often block sidewalks, exist outside of homes, apartment buildings, schools, senior centers, and other community buildings, forcing families with children, persons with disabilities, and older community members to navigate around them, prevent employees from cleaning public thoroughfares, and create health and safety risks for both the unhoused and the public. Local businesses, residents, and visitors also need to use these same public spaces, but frequently cannot. The Safe Parking Program was created as a "Pilot Program" as one of many solutions. A freewheeling and unmoored lawsuit, requesting judicial intervention to second-guess municipal policymaking, is not legally proper and undermines the ability of the City to function.

**CONCLUSION**

Defendant respectfully requests that the Court sustain the demurrer without leave to amend.

Dated: February 29, 2024

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

| | |
|---|---|
| RAMONA MAYON,<br><br>Plaintiff,<br><br>vs.<br><br>MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,<br><br>Defendants. | Case No. CGC-24-611907<br><br>**DECLARATION OF ZUZANA IKELS IN SUPPORT OF DEFENDANTS' DEMURRER TO PLAINTIFF'S COMPLAINT**<br><br>Hearing Date: March 27, 2024<br>Time: 9:30 a.m.<br>Place: Dept. 302<br><br>Date Action Filed: January 26, 2024<br>Trial Date: Not Set. |

I, Zuzana Ikels, declare as follows:

1. I am a Deputy City Attorney and counsel of record for Defendants Mayor London Breed, Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and City and County of San Francisco (the "City Defendants"). I have personal knowledge of the following facts except for those stated on information and belief. As to those facts, I believe them to be true. If called upon to testify, I could and would testify competently to the contents of this declaration. I am counsel of record for the City. I submit this declaration pursuant to California Code

of Civil Procedure section 430.41 in support of the Demurrer of Defendant City And County Of San Francisco the Complaint of Ramona Mayon.

2. Ramona Mayon is representing herself in pro per in this action. The Complaint was filed on January 26, 2024, and served the summons on the City, although it was not separately named as a defendant in the caption, and the Mayor on January 30, 2024. Plaintiff indicated that she mailed a copy on Director McSpadden, but there is no record she was personally served or the basis for substitution service.

3. Attached as **Exhibit A** are a true and correct copies of the only Government Claim associated with Ms. Mayon, dated March 4, 2021, and the City's written denial of the Government Claim, dated March 26, 2021, which specified Ms. Mayon had six months to file a complaint. The Complaint was filed nearly three years later.

4. In order to meet and confer before filing the demurrer, on both February 16, 2023, I called Ms. Mayon at the number listed on the pleadings, 415-598-6308, but the phone was disconnected. I then emailed her at: ramonamayon@yahoo.com, which is the contact information provided on both the Summons and Complaint. On February 20, 2024, I sent a letter to Ms. Mayon's address provided on the Summons and Complaint. A true and correct copy of the emails and letters that I sent are attached as **Exhibit B**. Ms. Mayon responded on February 26, 2024 by email. A true and correct copy of the entire email chain of communications is included in Exhibit B, which reflect Ms. Mayon's confirmation she did not submit a Government Claim, nevertheless would not dismiss the action, and that her purpose of the litigation is: "I want to change how the rules are made at safe parking sites in California (well, the 9th circuit, actually). The Real Parties have exceeded their authority by about a hundred miles and squandered the taxpayer's money meant to make it safe, dignified, livable."

I declare the foregoing to be true and correct under penalty of perjury under the laws of the State of California. Executed this 28th day of February, 2024, in San Francisco, California.

ZUZANA S. IKELS

# Exhibit A

CITY AND COUNTY OF SAN FRANCISCO

DENNIS J. HERRERA
City Attorney

OFFICE OF THE CITY ATTORNEY

Nichelle Flentroy
Claims Adjuster

DIRECT DIAL: (415) 554-4232
E-MAIL: NICHELLE.FLENTROY@SFCITYATTY.ORG

March 26, 2021

Ramona Mayon
3377 Deer Valley Road, #278
Antioch, CA 94531

RE: Claim of Ramona Mayon / Claim Number 21-01418

Department: DHSH Dept of Homelessness & Supportive Housing
Incident Date: December 23, 2020
Claim Filed: March 4, 2021

**NOTICE OF ACTION UPON CLAIM** **PLEASE TAKE NOTICE THAT**

An investigation of your claim filed with the City and County of San Francisco has revealed no indication of liability on the part of the City and County. Accordingly, your claim is DENIED.

**WARNING**

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code section 945.6. This time limitation applies only to causes of action arising under California law for which a claim is mandated by the California Government Claims Act, Government Code sections 900 et. seq. Other causes of action, including those arising under federal law, may have shorter time limitations for filing.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Please also be advised that, pursuant to Code of Civil Procedure sections 128.7 and 1038, the City and County of San Francisco will seek to recover all costs of defense in the event an action is filed in this matter and it is determined that the action was not brought in good faith and with reasonable cause.

Very truly yours,

DENNIS J. HERRERA
City Attorney

Nichelle Flentroy
Claims Adjuster

Claim of: Ramona Mayon Claim Filed: March 4, 2021

I, Nichelle D. Flentroy, say: I am a citizen of the United States, over eighteen years of age, and not a party to the within action; that I am employed by the City Attorney's Office of San Francisco, Fox Plaza, 1390 Market Street, 7th Floor, San Francisco, CA 94102.

That on March 26, 2021 I served:

NOTICE OF ACTION UPON CLAIM

by placing a true copy thereof in an envelope addressed to:

Ramona Mayon
3377 Deer Valley Road, #278
Antioch, CA 94531

Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

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

Executed on March 26, 2021 at San Francisco, California.

Nichelle D. Flentroy

DECLARATION OF SERVICE BY MAIL

n:\claim\cl2021\21-01418\01522443.docx

CITY AND COUNTY OF SAN FRANCISCO

DENNIS J. HERRERA
City Attorney

OFFICE OF THE CITY ATTORNEY

Nichelle Flentroy
Claims Adjuster

DIRECT DIAL: (415) 554-4232
E-MAIL: NICHELLE.FLENTROY@SFCITYATTY.ORG

March 9, 2021

Ramona Mayon
3377 Deer Valley Road, #278
Antioch, CA 94531

RE: File Name: Ramona Mayon
File Number: 21-01418
Incident Date: December 23, 2020
Filed: March 4, 2021

Dear Sir or Madam:

Your correspondence was received by this office on March 4, 2021 and a review is underway.

When the review has been completed, I will be in touch with you. If you have not been contacted within 30 days, you may call me directly at (415) 554-4232.

Very truly yours,

DENNIS J. HERRERA
City Attorney

For Nichelle Flentroy
Claims Adjuster

Before completing this form please read the instructions on the back. Untimely claims will be returned. Please submi
this form and supporting document[illegible]n to the **Controller's Office, Claims Di[illegible]on, 1390 Market Street, 7th Floor
San Francisco, CA 94102** in person or by mail.

* = REQUIRED ** = REQUIRED IF KNOWN DHSA 21-01418

| 1. Claimant's Name and Home Address (Please Print Clearly) * | 2. Send Official Notices and Correspondence to: * |
|---|---|
| City State | City State |

Claim #1) Fair Housing Act

| 10. Description of Claimant's injury, property damage or loss * | 11. Amount of Claimant's property damage or loss and method of computation. Attach supporting documentation. (See Instructions) |
|---|---|
| | ITEMS |
| | * $ |
| | $ |
| | $ |
| | $ |
| | TOTAL AMOUNT $ |
| | Court Jurisdiction: Limited (up to $25,000) ☐ Unlimited (over $25,000) ☐ |

| 12. Witnesses (If any) Name | Address | Telephone |
|---|---|---|
| 1. | | |
| 2. | | |

| 13. * Ramona Mayon | 3.04.21 | Do Not Write In This Space |
|---|---|---|
| Signature of Claimant or Representative | Date | |
| Print Name | Relationship to | |

2020 MAR -9 A 9:49
CITY ATTY'S OFFICE
SAN FRANCISCO
RECEIVED

RECEIVED
21 MAR -8 PM 2:46
CITY & COUNTY OF SAN FRANCISCO CONTROLLER

1594.FS

(copied from "Claim-Form-02-14")

1. Ramona Mayon
no home address #415-595-6308

2. mailing address:
3377 Deer Valley Rd #278
Antioch, CA 94531

3. [redacted] (birthday)

4. n/a

5. Date of Incident: Dec 23, 2020

6. n/a

7. unknown

8. n/a

9, 10 It is a violation of the Fair Housing Act (specifically it is intimidation of occupancy) to have laws that encourage hatred of nomadic people such as myself, an American-born Scottish Travellert on my father's side and 25% Cherokee maternal. Upon receipt of my RV on Great Highway Dec 23, 2020, 8 to 10 residents came out their houses screaming & cursing at me. I immediately began a hunger strike in protest. This lawsuit will detail the decades

of abuse I have suffered in your City because I am a person who's ethnic background and life history gives me the RIGHT to live on wheels. Books on Amazon and papers at Academia explore the pain in detail. Now I want to do it in a courtroom, because these laws are not only unconstitutional in that they codify hate, they are also genocidal which isn't only murder, rape, etc but also "producing life conditions that make it impossible for the group to survive."

11. Court jurisdiction: Unlimited

12. N/a

13. Ramona Mayon 3.4.21

Ramona Mayon
3377 Deer Valley Rd #278
Antioch CA 94531

1000

94102

U.S. POSTAGE PAID
FCM LETTER
SAN FRANCISCO, CA
94132
MAR 04, 21
AMOUNT
$4.35
R2304E107146-98

7020 1290 0000 2504 4141

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7020 1290 0000 2504 4141

Controller's Office
Claims Division
1390 Market St. 7th floor
San Francisco CA 94102

# Exhibit B

## Ikels, Zuzana (CAT)

**From:** Ikels, Zuzana (CAT)
**Sent:** Friday, February 16, 2024 4:31 PM
**To:** 'ramonamayon@yahoo.com'
**Cc:** Adams, Kassy (CAT)
**Subject:** Mayon v. Breed, et al

Dear Ms. Mayon,

My name is Zuzana Ikels and I am Deputy City Attorney for City and County of San Francisco. I am writing to meet and confer with you about the complaint filed against the City, Mayor London Breed, and Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and County of San Francisco, which I will collectively refer to as the "City Defendants". The complaint also has sued "Real Parties in Interest." For the avoidance of doubt, we do not represent the Real Parties in Interest.

Before I discuss the legal issues with the Complaint, I read in the complaint that you have been diagnosed with cancer. I wanted to express my sympathy and offer my sincere wishes for a serene and speedy recovery.

The Complaint asserts two claims, negligence and deceit. Neither claim is cognizable against the City Defendants. California law requires that before suing a public entity for money, such as San Francisco, a plaintiff must comply with the Tort Claims Act by first submitting a proper government claim and timely filing suit. (Gov. Code § 905, *et seq*.) Here, the Complaint is barred by Government Code section 910 because the allegations and claims were not adequately described in an administrative claim, and that the prerequisite administrative claim was not timely (Gov.Code, § 911.2). First, we have only one government claim on file, which was submitted three years ago. It pertains to a dispute with individual residents near the Great Highway. Because it was not involved in the underlying facts, San Francisco provided written notification of its denial of your government claim on March 26, 2021 and noting you had a six month window to file a lawsuit. We have no record of any other government claim filed or any government claim related to the issues raised in the Complaint.

Second, a municipality cannot be sued for general negligence, negligence per se, or fraud. (*See* Government Code section 818.8; *Eastburn v. Regional Fire Protection Authority* (2003) 31 Cal.4th 1175, 1183; *All Angels Preschool/Daycare v. Cnty. of Merced* (2011) 197 Cal. App. 4th 394, 400.) To the extent the complaint is taking issue with San Francisco's homeless services, the City Defendants have absolute immunity from liability under Government Code sections 815.2 and 820.2. Subdivision (b) of section 815.2 states: "(b) Except as otherwise provided by statute, a public entity is not liable for an injury resulting from an act or omission of an employee of the public entity where the employee is immune from liability." Section 820.2 provides: "Except as otherwise provided by statute, a public employee is not liable for an injury resulting from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether or not such discretion be abused."

Finally, as acknowledged in the Complaint, the law does not recognize a landlord-tenant relationship as to persons living in their own vehicles, and you state you signed an agreement acknowledging and agreeing to the law. To the extent the goal of this litigation is to change the statutory scheme, that is a legislative – not judicial – function.

Please let us know if you will agree to dismiss the complaint. If you would like additional time to respond to our meet and confer or plan to amend your complaint, please let us know so we can work out an extension of time as to our response deadline with you. Otherwise, we will file our demurrer.

Thank you very much,

Zuzana Ikels

Zuzana S. Ikels
Deputy City Attorney
Office of City Attorney David Chiu
(415) 355-3307
www.sfcityattorney.org

CITY AND COUNTY OF SAN FRANCISCO

DAVID CHIU
City Attorney

OFFICE OF THE CITY ATTORNEY

ZUZANA S. IKELS
Deputy City Attorney

Direct Dial: (415) 355-3307
Email: Zuzana.Ikels@sfcityatty.org

February 20, 2024

Ramona Mayon
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132

Re: *Ramona Mayon v. Mayor London Breed, et al.*
San Francisco Superior Court Case No. CGC-24-611907

Dear Ms. Mayon,

My name is Zuzana Ikels and I am Deputy City Attorney for City and County of San Francisco. I am writing to meet and confer with you about the complaint filed against the City, Mayor London Breed, and Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and County of San Francisco, which I will collectively refer to as the "City Defendants". The complaint also has sued "Real Parties in Interest." For the avoidance of doubt, we do not represent the Real Parties in Interest.

Before I discuss the legal issues with the Complaint, I read in the complaint that you have been diagnosed with cancer. I wanted to express my sympathy and offer my sincere wishes for a serene and speedy recovery.

The Complaint asserts two claims, negligence and deceit. Neither claim is cognizable against the City Defendants. California law requires that before suing a public entity for money, such as San Francisco, a plaintiff must comply with the Tort Claims Act by first submitting a proper government claim and timely filing suit. (Gov. Code § 905, et seq.) Here, the Complaint is barred by Government Code section 910 because the allegations and claims were not adequately described in an administrative claim, and that the prerequisite administrative claim was not timely (Gov.Code, § 911.2). First, we have only one government claim on file, which was submitted three years ago. It pertains to a dispute with individual residents near the Great Highway. Because it was not involved in the underlying facts, San Francisco provided written notification of its denial of your government claim on March 26, 2021 and noting you had a six month window to file a lawsuit. We have no record of any other government claim filed or any government claim related to the issues raised in the Complaint.

Second, a municipality cannot be sued for general negligence, negligence per se, or fraud. (See Government Code section 818.8; Eastburn v. Regional Fire Protection Authority (2003) 31 Cal.4th 1175, 1183; *All Angels Preschool/Daycare v. Cnty. of Merced* (2011) 197 Cal. App. 4th 394, 400.) To the extent the complaint is taking issue with San Francisco's homeless services, the City Defendants have absolute immunity from liability under Government Code sections 815.2 and 820.2. Subdivision (b) of section 815.2 states: "(b) Except as otherwise provided by statute, a public entity is not liable for an injury resulting from an act or omission of an employee of the public entity where the employee is immune from liability." Section 820.2 provides: "Except as otherwise provided by statute, a public employee is not liable for an injury resulting

from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether or not such discretion be abused."

Finally, as acknowledged in the Complaint, the law does not recognize a landlord-tenant relationship as to persons living in their own vehicles, and you state you signed an agreement acknowledging and agreeing to the law. To the extent the goal of this litigation is to change the statutory scheme, that is a legislative – not judicial – function.

Please let us know if you will agree to dismiss the complaint. If you would like additional time to respond to our meet and confer or plan to amend your complaint, please let us know so we can work out an extension of time as to our response deadline with you. Otherwise, we will file our demurrer.

Thank you very much,

Very truly yours,

DAVID CHIU
City Attorney

ZUZANA S. IKELS
Deputy City Attorney

## Ikels, Zuzana (CAT)

**From:** Ikels, Zuzana (CAT)
**Sent:** Tuesday, February 27, 2024 10:32 AM
**To:** 'Ramona Mayon'
**Subject:** RE: Meet-and-Confer

Dear Romana,

Thank you for clarifying the lawsuit. Pursuant to fundamental "core power" principles, the judiciary has "no power to rewrite the statute so as to make it confirm to a presumed [or unpresumed] intention which is not expressed." Courts are "limited to interpreting the statute, and such interpretation must be based on the language use." *People v. Pacific Guano Co.* (1942) 55 Cal.App.2d 845, 849. term "tenant" does not include people living in their own cars. The term landlord requires rent payments. The term "residential dwelling unit" is defined as a building structure for an exclusive residence. "Such a pretended construction would not be construction at all but would be legislation." *Id.* "Courts have no power to legislate." *Id.* The judiciary also cannot reallocate the City budget or order taxpayer dollars be used to build workshop structures for, or issue gift cards to, unhoused individuals. *Max Factor & Co. v. Kunsman*, 5Cal.2d 446, 454.

To change a statute, the remedy is the democratic process, such as contacting your legislative representative. To the extent you would like to change how the City's budget is allocated, it is also through the democratic process, such as propositions and contacting your Supervisor. As you have also noted, there are also federal, state and local agencies that can help address particular concerns, depending on financial and regulatory constraints.

On a personal note, I wish you a healthy and speedy recovery.

Warmly,
Zuzana

---

**From:** Ramona Mayon <ramonamayon@yahoo.com>
**Sent:** Monday, February 26, 2024 7:06 PM
**To:** Ikels, Zuzana (CAT) <Zuzana.Ikels@sfcityatty.org>
**Subject:** Re: Meet-and-Confer

I want to change how the rules are made at safe parking sites in California (well, the 9th circuit, actually). The Real Parties have exceeded their authority by about a hundred miles and squandered the taxpayer's money meant to make it safe, dignified, livable.

Thank you for asking,
Ramona Mayon

On Monday, February 26, 2024 at 06:50:01 PM PST, Ikels, Zuzana (CAT) <zuzana.ikels@sfcityatty.org> wrote:

Ok, thanks for letting me know. Because no government claim was filed, the case is subject to dismissal.

What are you trying to achieve from the lawsuit? It's not clear to me.

Best,

Zuzana

---

**From:** Ramona Mayon <ramonamayon@yahoo.com>
**Sent:** Monday, February 26, 2024 6:28 PM
**To:** Ikels, Zuzana (CAT) <Zuzana.Ikels@sfcityatty.org>
**Subject:** Re: Meet-and-Confer

What a quick response. Thank you while it's fresh on my mind!

No, I don't want to dismiss. It's such an interesting question. I think it would (eventually) solve a ton of problems if WIC 8255 is ruled the controlling law. It does, after all, refer to tenant or tenancy 13 times. I'm not just pulling something out the air. I don't feel like I am wasting either of our resources since it seems to pertain entirely to the foundation of what IS a safe parking site.

Even could be considered an economical question. I do remember seeing in the Contract requirements the City signs with shelter providers it let's you sue the subcontractors for breaking the rules.

As for the HSH-as-landlord question, we each signed said agreement which allows us a license number to be here, under SFPD code 97-98. So there's sufferance for us to BE here on-site. As for "rent" I would argue that comes in the form of monies from Prop C taxes, the general fund, as well being part of the federally-required Coordinated Entry. And then there's the COVID-19 relief funds. Oh my goodness. Makes my head spin.

I do recognize the novelty of what I am saying, but I didn't write these laws. The legislature did. I am merely asking for a declaratory statement, which one or the other of us will appeal. It really is a fascinating question.

Respectfully,
Ramona Mayon

On Monday, February 26, 2024 at 05:47:13 PM PST, Ikels, Zuzana (CAT) <zuzana.ikels@sfcityatty.org> wrote:

Hi Ramona,

Thanks for your response. I represent the Defendants Mayor London Breed, Shireen McSpadden and the City and County of San Francisco. We don't represent the third parties.

Just to make sure I understand, given you haven't submitted a government claim and will be submitting a government claim some time in the future, will you be dismissing the complaint? This will ensure we don't have to file our demurrer, and then the City will not seek its costs/fees from you.

As for the "tenant" issue, have you had a chance to review the legal definition of "tenant"? It applies only to "residential dwelling units," buildings, payment of rent, landlords and housing.

Under the Administrative Code of San Francisco, which you cite, it states: "Tenant shall have the meaning set forth in Administrative Code Section 37.2."

Under Section 37.2, it defines a tenant, at sub-section (t) as: "Tenant. A person entitled by written or oral agreement, sub-tenancy approved by the landlord, or by sufferance, to occupy a **residential dwelling unit** **to the exclusion of others**."

At sub-section (h), Landlord is defined as "An owner, lessor, sublessor, **who receives or is entitled to receive rent** for the use and occupancy of any residential rental unit or portion thereof in the City and County of San Francisco, and the agent, representative or successor of any of the foregoing."

None of the definitions apply to the safe parking site or the fact pattern in the case.

All the best,

Zuzana

---

**From:** Ramona Mayon <ramonamayon@yahoo.com>
**Sent:** Monday, February 26, 2024 4:35 PM
**To:** Ikels, Zuzana (CAT) <Zuzana.Ikels@sfcityatty.org>
**Subject:** Meet-and-Confer

Nice to meet you.

Forgive my delay in answering. There were HUD inspectors re. ADA violations out to see us on Feb 16 and I've been waiting to see the results of that. Not my own complaint, but another person out here.

Allow me to go point-by-point through your email.

A) I understand that you only represent the Dept of Homelessness. Do the Real Parties even get input?

B) Thank you.  Part of the life journey.

C) This isn't a tort action.  The grievance-then-admin claim process, I know about.  I am still here at the VTC.  Every single day in this hellscape is an ongoing violation of my civil rights. I can't really see any point of me bringing it in as a tort action until it's over.  Until I leave.  If I leave.  But you are right, I need to quit putting it off.  This week I will submit required grievances to the subcontractors, then HSH, wait the 45 days, then send you a list of laws I believe broken. Requirement if I want to discuss in federal court.  No prior admin claim needed there unless one wishes to discuss the violation of said State laws.  Which I do.

D) There is no discretion to include a falsehood into HSH's agreement's first paragraph. That's a conspiracy to deny a group of people their rights because WIC 8255 clearly states people in navigation centers are tenants.

E) Gov Code 814 doesn't affect the right to obtain relief other than money or damages.

Again, nice to meet you.

Sincerely,

Ramona Mayon

DAVID CHIU, State Bar #189542
City Attorney
JAMES F. HANNAWALT, State Bar #139657
Acting Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
Fox Plaza
1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

| | |
|---|---|
| RAMONA MAYON,<br><br>Plaintiff,<br><br>vs.<br><br>MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,<br><br>Defendants. | Case No. CGC-24-611907<br><br>**DEFENDANTS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRER**<br><br>Hearing Date: March 27, 2024<br>Time: 9:30 a.m.<br>Place: Dept. 302<br><br>Date Action Filed: January 26, 2024<br>Trial Date: Not Set. |

Defendants request the Court take judicial notice of Plaintiff's Government Claims presented to the City and County of San Francisco, the copy of which is attached as Exhibit A to the accompanying Declaration of Zuzana Ikels authenticating such documents. The document is:

| **Exhibit** | **Description** |
|---|---|
| A | Claim No. 21-01418 of Ramona Mayon (Filed March 4, 2021) and the City's Denial of the Claim (March 26, 2021) |

Judicial notice may be taken of a plaintiff's presentation of a government claim and its date and contents, for purposes of ruling on compliance with claim presentation requirements. (*Gong v. City of Rosemead* (2014) 226 Cal.App.4th 363, 368 fn. 1, 376.) The document is also not "reasonably subject to dispute" and is "capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy." (Evid. Code § 452(h).) The date and existence of claim submission, the denial of the claim for failure to articulate a cause of action, is an official record and also admissible, under Evidence Code Section 1280.

Dated: February 29, 2024

DAVID CHIU
City Attorney
JAMES F. HANNAWALT
Acting Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: _____
ZUZANA S. IKELS

Attorneys for Defendant(s)
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN, AND CITY
AND COUNTY OF SAN FRANCISCO

Ramona Mayon *(Pro Se)*
1559 Sloat Blvd. Suite B-Box 175
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308



**SUPERIOR COURT OF STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

| | | |
|---|---|---|
| **Ramona Mayon,**<br><br>**Plaintiff,**<br><br>**v.**<br><br>**Mayor London Breed and Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and County of San Francisco, only in their official capacity, and Does 1-50**<br><br>**Defendants,**<br><br>**Real Parties of Interest:**<br><br>**Episcopal Community Services; Bayview Hunter's Point Foundation; and Urban Alchemy.** | | **Case No. CGC-24-611907**<br><br>**OPPOSITION TO DEMURRER**<br><br>**Date: March 27, 2024**<br>**Time: 9.30 am**<br>**Dept: 302** |

Your Honour,

Except in prison, you'll not find a group ~~of~~ who exhibits more deliberate indifference than these defendants and Does 1-50. In spite of filing this case Jan 26, 2024, being inspected by HUD over ADA violations Feb 16, 2024, with accompanying adverse media (both in print + video), visits from the CEOs of the respective non-profit organizations (who receive approximently $400 per RV per night to provide "services"), an Emergency Meeting with Dept of Homelessness liaison and about a dozen of the people living here, IN SPITE OF ALL THAT, on March 2, 2024, an elderly man died out here - had a heart attack - in part, I am convinced, because of the austere living conditions at the Vehicle Triage Center (VTC). At the very least, his - and everyone else's - rights under the federal and state disability laws were completely ignored. On March 7, 2024, without a moment's notice, I was forced to argue with said HSH liasion and the Dept of Public Works person who designed the VTC, for the right to park my car next to my RV, because I have a letter from my doctor re. mobility issues. I had to argue that should I suffer a medical crisis like my neighbor, (because I have been facing breast cancer for 4 years) I need to be able to get to my car and leave, as he couldn't do, due to the two rows of fencing between him and his car that night in the pouring rain, high winds, at 4 o'clock in the morning. He might still be alive if he could have reached his vehicle. Had he been allowed to use his own heating sources, or provided with electricity (at the moment it is provided 5 pm to 1 am — this utility began ONLY since Jan 24, 2024), he might not have had heart problems in the first place. My car is now allowed to be parked 15' from my RV as "Special Accommodations", as has another handicapped woman out here. We had to fight for it. Now why is that? And what about the other disabled people suffering in silence?

## ARGUMENT

2. This is not a tort claim asking for money or damages of any kind. I'm asking for a Declaratory Statement to clarify the law that is built into the VTC which is called a "low barrier navigation centers" to be allowed by right by:

> *Ca. Gov. Code § 65662* (c) It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code

…which states:

*WELFARE AND INSTITUTIONS CODE*

*CHAPTER 6.5. Housing First and Coordinating Council [8255 - 8257.2] 8255:*

(a) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council established pursuant to Section 8257.

(b) "Core components of Housing First" means all of the following:
(1) **Tenant** screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

(2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to **tenancy**, or behaviors that indicate a lack of "housing readiness."

(3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

(4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly **tenant**-driven without predetermined goals.

(5) Participation in services or program compliance is not a condition of permanent housing **tenancy**.

(6) **Tenants** have a lease and all the rights and responsibilities of **tenancy**, as outlined in California's Civil, Health and Safety, and Government codes.

(7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

(8) In communities with coordinated assessment and entry systems, incentives for funding promote **tenant** selection plans for supportive housing that prioritize eligible **tenants** based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of **tenants'** lives, where **tenants** are engaged in nonjudgmental communication regarding drug and alcohol use, and where **tenants** are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the **tenant** so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among **tenants.**

## CONCLUSION

3. Instead of addressing material conditions at the VTC, as presented in a notice included as an exhibit in the original filing, all that has happened is a new microwave has replaced the old one, staff is now wearing name tags, and a THERAPIST has started coming out on Wednesdays.

4. Urban Alchemy has also started night-time "wellness checks" which, if we were declared tenants, we as a community could stop those due to having the right to "quiet enjoyment of the premises". We couldn't be given instant expulsion. Heat would have to be provided for at least thirteen hours. We could cook in our own homes again instead of being served foul and repetitive food at unsafe temperatures. We could have visitors. We could live - and die - with dignity.

5. In closing, I would also ask to address two points made by the deputy City Attorney:

#1) my phone number for the required telephone call for the meet-and-confer is shown correctly on my original filing as #415-595-6308 which is misstated in the Declaration, page 2.

#2) I present as Exhibit A the most recent Admin claim dated Feb 7, 2023 for the broken leaf springs which occurred during the tow here to the VTC Aug 9, 2022. The City Attorney paper shows it denied Feb 28, 2023. In the latter claim I refer to "trauma, distress, humiliation over being forced to this poisonous, remote, isolated, scary location…"

Respectfully,

Ramona Mayon

Ramona Mayon

Dated March 13, 2024

## PROOF OF SERVICE

I, Mitzi Fata, am above the age of 18 and I am not a party to this action. I hereby certify that on this 13th day of March, 2024 I served the foregoing *Opposition to Demurrer* by causing it to be mailed to:

City Attorney's Office
~~1 Dr Carlton B Goodlet Plaza~~ 1390 Market St. Sixth Floor
San Francisco, California 94102

Mitzi Fata

Mitzi Fata

# CLAIM AGAINST THE CITY AND COUNTY OF SAN FRANCISCO

Before completing this form please read the instructions on the back. Untimely claims will be returned. Please submit this form and supporting documentation to the **Controller's Office, Claims Division, 1390 Market Street, 7th Floor, San Francisco, CA 94102** in person or by mail.

* = REQUIRED ** = REQUIRED IF KNOWN

**1. Claimant's Name and Home Address** (Please Print Clearly)
* Ramona Mayon
500 Hunters Point Expy # F-4
City San Francisco State CA Zip 94124
Telephone Daytime 415-595-6308 Evening Cellular

**2. Send Official Notices and Correspondence to:**
* Ramona Mayon
1559 Sloat, Suite B - Box 175
City San Francisco State CA Zip 94132
Telephone Daytime Evening Cellular

**3. Date of Birth**
9.1.60

**4. Social Security Number**
- no -

**5. Date of Incident**
* Feb 9, 2022

**6. Time of Incident** (AM or PM)
** 2.20 pm

**7. Location of Incident or Accident**
** 1234 Great Highway, SF

**8. Claimant Vehicle License Plate #, Type, Mileage, and Year**
** Atlas Towing (CA 40950)
~~license # 1L68742~~

**9. Basis of Claim.** State in detail all facts and circumstances of the incident. Identify all persons, entities, property and City departments involved. State why you believe the City is responsible for the alleged injury, property damage or loss.
* On Feb 9, 2022 I was threatened w/ seizure of my RV-home. I was told I'd be institutionalized due to my hospice status. Tow to VTC broke right rear strut so RV now droops. Bedroom sags. Photos of tow.

| Name, I.D. Number and City Department of City Employee who allegedly caused injury or loss | Type of City Vehicle | Vehicle License Number and Bus or Train Number |
|---|---|---|
| ** Dept of Homelessness; Dept of Public Health; HSOC; etc. | ** | ** |

**10. Description of Claimant's injury, property damage or loss**
* trauma, distress, humiliation over being forced to this poisonous, remote, isolated, scary location and given no services to repair my my vehicles as promised (openly taped day of the purge + threats all Feb 2022)

**11.** Amount of Claimant's property damage or loss and method of computation. Attach supporting documentation. (See Instructions)

| ITEMS | |
|---|---|
| * | $ |
| | $ |
| | $ |
| | $ |
| TOTAL AMOUNT | $ |

Court Jurisdiction: Limited (up to $25,000) ☐ Unlimited (over $25,000) ☑

**12. Witnesses (if any)**

| Name | Address | Telephone |
|---|---|---|
| 1. Mitzi Fata | | 415-902-0986 |
| 2. | | |

**13.**
* Ramona Mayona — Signature of Claimant or Representative
2.7.23 — Date
Ramona Mayon — Print Name
self — Relationship to Claimant

**CRIMINAL PENALTY FOR PRESENTING A FALSE OR FRAUDULENT CLAIM IS IMPRISONMENT OR FINE OR BOTH. (PENAL CODE §72)**

**Do Not Write In This Space**

CA/FORM 02/14

Ramona Mayorn

2.8.23

1559 Sloat Blvd. Suite B - Box 175
San Francisco CA 94132

To Whom It May Concern,

Attached please find copy of claim mailed on 2.7.23 which tracking shows was received 2.8.23 @ 3:46 pm
USPS 9510 8101 4327 3038 3236 1

The date I wrote on claim is incorrect. It should read: Aug 9, 2023.

Sincerely,

Ramona Mayorn

CITY AND COUNTY OF SAN FRANCISCO

DAVID CHIU
City Attorney

OFFICE OF THE CITY ATTORNEY

Christine Echavia
Claims Investigator

DIRECT DIAL: (415) 554-4235
E-MAIL: CHRISTINE.ECHAVIA@SFCITYATTY.ORG

February 28, 2023

Ramona Mayon
1559 Sloat Blvd., Suite B, Box 175
San Francisco, CA 94132

RE: Claim of Ramona Mayon / Claim Number 23-01319

Department: DHSH Dept of Homelessness & Supportive Housing
Incident Date: February 9, 2022
Claim Filed: February 7, 2023

**NOTICE OF ACTION UPON CLAIM** **PLEASE TAKE NOTICE THAT**

An investigation of your claim filed with the City and County of San Francisco has revealed no indication of liability on the part of the City and County. Accordingly, your claim is DENIED.

You should refer your claim to:

**Atlas Towing**
**550 Napoleon St.**
**San Francisco CA 94188**
**(415) 673-4242 atlastowsf@gmail.com**
**Attn: Pablo**

Any inquiries should be directed to that entity.

**WARNING**

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code section 945.6. This time limitation applies only to causes of action arising under California law for which a claim is mandated by the California Government Claims Act, Government Code sections 900 et. seq. Other causes of action, including those arising under federal law, may have shorter time limitations for filing.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Please also be advised that, pursuant to Code of Civil Procedure sections 128.7 and 1038, the City and County of San Francisco will seek to recover all costs of defense in the event an action is filed in this matter and it is determined that the action was not brought in good faith and with reasonable cause.

Very truly yours,

DAVID CHIU
City Attorney

Christine Echavia
Claims Investigator

DAVID CHIU, State Bar #189542
City Attorney
JAMES F. HANNAWALT, State Bar #139657
Acting Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
Fox Plaza
1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendant
MAYOR LONDON BREED and
DIRECTOR SHIREEN MCSPADDEN



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

**DEFENDANTS' REPLY TO OPPOSITION TO DEMURRER TO PLAINTIFF'S COMPLAINT**

Hearing Date: March 27, 2024
Time: 9:30 a.m.
Place: Dept. 302

Date Action Filed: January 26, 2024
Trial Date: Not Set

## TABLE OF CONTENTS

## TABLE OF AUTHORITIES

**State Cases**

**State Statutes & Codes**

**Federal Cases**



**San Francisco Statutes, Codes & Ordinances**

## I. INTRODUCTION

Rather than responding to the arguments in the demurrer, the Opposition discusses an elderly man with "heart problems" to whom Plaintiff has no relationship, the special accommodations Ms. Mayon has received to park her car near her RV at the Vehicle Triage Center ("TC"), and a new microwave. The Opposition, like the Complaint, vacillates between complaining that the wellness checks, security, fire code requirements, and on-site therapist are too little ("deliberate indifference") or too much (interfering with their "quiet enjoyment"). None of the grievances give rise to a cognizable claim by Plaintiff against the City Defendants.

Ms. Mayon does not refute that she did not comply with the Tort Claims Act, an essential prerequisite for jurisdiction of the Court. The Opposition attaches a different government claim, dated February 7, 2023, but it relates to the towing of her RV by a third party, on February 9, 2022. That government claim, like the government claim attached with the moving papers, relates to events on the Great Highway, which did not involve the City and occurred years ago. Because no timely or relevant government claim was filed before initiating the lawsuit, the case should be dismissed with prejudice. The Opposition abandons the negligence and fraud claims, which are not cognizable; and no allegations explain the basis to sue the Mayor or Director McSpadden. (Code Civ. Proc., § 430.10 (e) and (g).)

Ms. Mayon's states her purpose in filing this lawsuit is declaratory relief. But, Government Code Sections 820.2 and 855.4 that immunize the City Defendants from her tort claims, apply with the same force and effect to shield the City Defendants from the declaratory relief claim. There is, moreover, no ripe or "actual controversy." Plaintiff wishes to rewrite the laws to turn her into a "tenant," despite living rent free in her own RV. The law and the written agreement that she signed could not be clearer: (1) Plaintiff is a "guest" not a tenant at the Bayshore Vehicle Triage Center ("VTC"); (2) she does not pay rent; (3) an RV owned by her is not a "residential *rental* unit" or a "residential *real property* dwelling"; (4) the City Defendants are not "landlords"; and (5) she expressly agreed that she has "no right or interest under California or San Francisco landlord tenant laws." The demurrer should be sustained without leave to amend.

///

## II. LEGAL ARGUMENT

The Opposition's silence to the legal arguments set forth in the Demurrer make it "apparent the complaint's defects cannot be cured." (*Jenkins v. JPMorgan Chase Bank, N.A.* (2013) 216 Cal.App.4th 497, 506–507, as modified (June 12, 2013), *disapproved on another ground in Yvanova v. New Century Mortgage Corp.* (2016) 62 Cal.4th 919, citations and quotation marks omitted); *Arce v. Childrens Hospital Los Angeles* (2012) 211 Cal.App.4th 1455, 1497, fn. 19 ('[t]he plaintiff has the burden of proving that an amendment would cure the defect,' " and where the plaintiff has "not offered any proposed amendment, [the plaintiff has] not carried [its] burden"); *Long v. Century Indemnity Co.* (2008) 163 Cal.App.4th 1460, 1468 ("'[l]eave to amend should not be granted where ... amendment would be futile'").)[1]

### A. The Court Lacks Jurisdiction Because the Government Claims are Untimely and the Complaint Bears No Resemblance to the Government Claims

Before suing a public entity, Ms. Mayon must comply with the Tort Claims Act. (Gov. Code § 905, *et seq.*; *Hernandez v. City of Stockton* (2023) 90 Cal.App.5th 1222, 1230.) Government Code § 945.4, 911.2 foreclose Plaintiffs' complaint. (*Baines Pickwick Ltd. v. City of Los Angeles* (1999) 72 Cal.App.4th 298, 303; *see also, Gong v City of Rosemead* (2014) 226 Cal.App.4th 363, 371, 374 (citing Govt Code § 911.2, presentation of claim for money or damages prior to filing suit is a condition precedent to lawsuit); *see also* (*Crow v. State of Cal.* (1990) 222 Cal.App.3d 192, 202, *disapproved on another ground by Regents of Univ. of Cal. v. Super. Ct.* (2018) 4 Cal.5th 607, 634, fn. 7; *and see Baines Pickwick Ltd. v. City of Los Angeles* (1999) 72 Cal.App.4th 298, 303.)).)

The Opposition acknowledges that she failed to comply with it. (RJN, *passim*, Ikels Decl., Exh. A (*Gong v. City of Rosemead* (2014) 226 Cal.App.4th 363, 368 fn. 1, 376; *see also* RJN, Exh. 1 (court may take judicial notice of the government claim file for a demurrer).) There is no dispute that Plaintiff has not satisfied the five requirements to bring this lawsuit. Both Government Claims deal

[1] As an initial matter, Plaintiff never properly served the summons on Director McSpadden, who should be dismissed. Plaintiff also did not properly serve the Opposition. We filed and served the Demurrer by mail, on February 29, 2024, and by email on March 4, 2024, setting the hearing for March 26. The Opposition contains a proof of service of mailing the Opposition on March 13, 2024, but the City received it on March 18, 2024 and the mailing stamp shows it occurred after March 14. An Opposition must be served to ensure delivery by the same or next day. C.C.P. § 1005.13(c).

with San Francisco residents confronting Ms. Mayon on the Great Highway and a third party that towed her RV. (*See* Demurrer, pp. 11-13 (and cases cited therein); Opp. Exh. A (a February 7, 2023 claim regarding her RV being towed in February 2022 by "Atlas Towing Company").) Putting aside the fact that the City Defendants did not tow her RV, the events occurred in February 2022. (Opp. Exh. A.) A government claim relating to those events, even assuming they were cognizable against San Francisco, should have been submitted by August 2022, and an action filed within six months, February 2023. (Gov. Code § 911.2(six month deadline after date the underlying events accrued).) The Opposition attaches the February 28, 2023 City's letter, denying the claim. Putting aside the jurisdictional bar to the untimely government claim, Ms. Mayon needed to initiate an action within six months. This lawsuit was filed a year later, on January 26, 2024. (Gov. Code § 945.6(a)(1 (six month deadline to file after denial of government claim); *Silva v. Crain* (9th Cir. 1999) 169 F.3d 608, 611.)

In any event, neither of the government claims has any bearing on the allegations in the Complaint. A party cannot file suit on any legal or factual basis outside those that are listed in its Government Claim. (*Nelson v. State of California* (1982) 139 Cal.App.3d 72, 79; *Williams v. Braslow* (1986) 179 Cal.App.3d 762, 769–70; *Hernandez*, at 1231 (upholding dismissal because the factual basis for recovery is not 'fairly reflected' in the plaintiff's government claim"); *see also Turner v. State of California* (1991) 232 Cal.App.3d 883, 887-888, 891 (complaint properly dismissed because of variance between government claim and complaint). The complaint refers to the homeless services at the Bayshore VTC, while the government claims refer to Ms. Mayon's confrontations with residents living near the Great Highway and a towing company when she had parked her RV there, years prior.

There is no means to cure the jurisdictional deficiency. (*See Santee v. Santa Clara City Office of Education* (1990) 220 Cal.App.3d 702, 713; *Cole v. Los Angeles Unified School Dist*. (1986) 177 Cal.App.3d 1, 5 (holding that the statutory period of limitations for actions against a public entity is "mandatory and must be strictly complied with.").) No government claim was filed about this lawsuit and the two other government claims were not timely submitted, accordingly, this Court lacks jurisdiction. (*Cf.* Opposition, Exh. A (February 2022 events referenced in a February 2023 Government Claim; RJN, Ikels Decl. Exh. A (Claim Form submitted on March 1, 2021, and denied on March 26, 2021) *to* Complaint filed on January 26, 2024.) The action should be dismissed with

prejudice.

**B. Plaintiff Has Abandoned The Negligence And Fraud Claims**

The Complaint pleads two claims, one for negligence and for fraud. As discussed in the Demurrer, neither are cognizable as each of the requisite elements is missing from the Complaint. (Demurrer, pp. 14-16.) In response, the Opposition dismisses both claims, and Plaintiff states "this is not a tort claim asking for money or damages of any kind." (Opp., p. 3:1-2.)

Another problem discussed in the moving papers, but unanswered by the Opposition, is that neither the Mayor nor Director McSpadden are mentioned in the Complaint. There is no legal basis to sue either leader and they should both be dismissed.

The Court should sustain the demurrer without leave to amend as to the negligence and fraud claims, and dismiss both the Mayor and Director McSpadden with prejudice.

**C. The Declaratory Relief Claim is Not a Mechanism to Rewrite Statutes**

The Opposition states that Plaintiff is seeking a "Declaratory Statement to clarify that is built into the VTC which is called a 'low barrier navigation centers' to be allowed by right," and then refers to Welfare and Institutions Code ("WIC") Section 8255. (Opp. p. 3, lines 3-9.) The Opposition then bolds the word "tenant" each time it is mentioned in Section 8255. As an initial matter, "the grounds for such relief must be specifically pleaded in the complaint," which did not occur here. (*Davis v. Farmers Ins. Exch*., 245 Cal. App. 4th 1302, 1325–26 (2016), as modified on denial of reh'g (Apr. 21, 2016) (citations omitted).)

Plaintiff cannot cure the deficiencies through amendment, because the factual allegations and the exhibits attached to the pleading, demonstrate that amendment would be futile. (Demurrer, pp. 9-10, 23.) This lawsuit fundamentally misperceives the purpose and limitations of a declaratory relief action. "[A]ctions for declaratory relief involve matters of practice and procedure only and are not intended in any way to enlarge the jurisdiction of courts over parties and subject-matter." (*Carrier v. Robbins* (1952) 112 Cal. App. 2d 32, 36.) It is not a means to challenge state and local ordinances defining tenant, rent, residential dwelling units, and landlord. Under Code of Civil Procedure Section 1060, a declaratory relief claim must be based on a ripe, "actual controversy" as to "legal rights or duties" regarding a "written instrument…including a determination of any question of construction or

validity arising under the instrument or contract," or "property." There is not an "actual controversy" and her claim is not "ripe," within the meaning of Code of Civil Procedure section 1060.

*First*, a declaratory relief claim does not empower the judiciary to interfere with the legislative function, such as a city's economic and homeless policies, the Safe Parking Program, allocation of budget and taxpayer resources, or bypass voter-passed propositions and local ordinances, some of which is reflected in Exhibit D to the Complaint. (*Carrier, supra*, at 36 (dismissing lawsuit against city of San Diego, where plaintiff challenged the wage rate set by the Board of Supervisors); *see also Spencer v. City of Alhambra*, 44 Cal.App.2d 75, 77.)

*Second*, as explored in the Demurrer, the laws defining tenant, landlord, rent, and residential dwelling units are clear and unambiguous. Plaintiff does not take issue with the "cardinal rule" that "[c]ourts have no power to legislate." (*Id.; Anderson v. City of Long Beach* (1959) 171 Cal. App. 2d 699, 701.). In construing a statute, it is the duty of the court "simply to ascertain and declare what is in terms or in substance contained therein, not to insert what has been omitted or to omit what has been inserted." (Code Civ.Proc. § 1858.) Plaintiff may not ask a court to rewrite the laws passed by the state legislature and Board of Supervisors that define "tenant," "landlord," "rent," and "rental dwelling units." (*See* Demurrer, pp. 19-20 (describing the defined terms in state and local law). "When the statutory language is clear there can be no room for construction of the statute. Where there is no ambiguity in the statutory language, the power to construe it does not exist." (*San Joaquin Blocklite, Inc. v. Willden* (1986) 184 Cal. App. 3d 361, 367–68 (citations omitted); *see also LGCY Power, LLC v. Superior Ct.* (2022) 75 Cal. App. 5th 844, 860–61 ("we are not empowered to insert language into a statute, as 'doing so would violate the cardinal rule of statutory construction that courts must not add provisions to statutes.'"); *People v. Pacific Guano Co.* (1942) 55 Cal.App.2d 845, 849.)

*Third*, the Opposition, like the Complaint, does not identify an "instrument" or "property" right at issue. Plaintiff owns her RV. She does not pay rent. She does not live in "housing" owned and operated by a landlord. She does not have a lease. She has expressly agreed she is a "guest" on the premises and acknowledged, in writing, that she "clearly" is not a tenant. (Compl., p. 1, lines 22-23, Exh. C, p. 1.) In fact, Ms. Mayon's believes it is "culturally insensitive" to try to provide her "housing", for her to pay rent, or to live in building. (*See*, Section II, *supra,* Compl., p. 10, parag. "O",

*to* p. 3-4; RJN, Exh. A.) She is free to embrace that philosophy, but her statements reflect there is no "ripe" issue.

Ms. Mayon is not, by law or logic, a "tenant" and the City Defendants are not landlords. Plaintiff concedes she signed the Bayview Vehicle Triage Center Participant Agreement to gain access as a guest, and that the landlord-tenants laws do not apply, and she does "**not have tenancy rights."** (Demurrer, pp. 7-9; *see* Compl., p. 1, lines 22-24; Exh. C to Complaint, p. 1 (emphasis in original.).) Even *if* the Court could rewrite all the laws, and change the unambiguous terms of the VTC Agreement, the WIC § 8255 provision cited in the Opposition does not encompass a self-owned RV with free access for parking on a premise as a guest. WIC § 8255 repeatedly connects "tenant" to "permanent housing" and "housing." Housing is defined in WIC § 16523 as having the same meaning of "Chapter 2 (commencing with Section 1940) of this Title 5 of Part 4 of Division 3 of the Civil Code"). Civil Code 1940 is defined as the "*Hiring of Real Property*". (Emphasis supplied.) It goes without saying that Plaintiff's RV is not real property. Section 1946.2, subdivision (i)(3) defines "'[t]enancy' " to be "the *lawful* occupation of a *residential real property*." Lawful occupancy, in turn, is connected to paying rent for exclusive occupancy. The term "rent" means "to hire real property and includes a lease or sublease." (Civ. Code § 1954.26(e).) The Civil Code specifically excludes innkeepers and proprietors. It further clarifies that "persons who hire" are not those, such as Ms. Mayon, that have "not made valid *payment* for all room and other related charges owning." (Civ. Code ¶ 1940(b)(1).) The Opposition also ignores San Francisco's Administrative Code that defines a "rental unit" as "residential dwelling units in the City *together with the land and appurtenant buildings* thereto…."(Admin. Code § 37.2(r).) "Rent" is defined as "the *consideration*" for the use, i.e. "monies". (Admin. Code § 37.2(q).

It has been the law for over 100 years that a guest given permission to "use" a premise, under the control of another, has no interest in the realty and does not have an estate or interest in the property and is not a "tenant." (*People v. Minervini* (1971) 20 Cal. App. 3d 832, 840, 112 (guest has only the right to use the premises, subject to the landlord's retention of control and right of access); *Bullock v. City & Cnty. of San Francisco* (1990) 221 Cal. App. 3d 1072, 1096–97 (detailed discussion of the meaning of "guests" and lodgers, and distinctions in the terminology of "tenant", holding city

could not bar conversion of rented hotel rooms into a hotel), *distinguished on other grounds Griset v. Fair Pol. Pracs. Comm'n* (2001) 25 Cal. 4th 688, 698).)

Indeed, guests (or "lodgers") are exempt from the statutory provisions regarding a landlord and tenant relationship, unless there is a written agreement to the contrary. Here, the Agreement states Ms. Mayon is a "guest" to the premises, with "no tenancy rights," there is no lease, she does not live in a residential rental unit or real property, and she does not pay rent or consideration of any kind. (Compl., Exh. C.) The long list of services alleged in the Complaint, such as *free* laundry service, *free* food, *free* cleaning of surroundings, *free* utilities, *free* security, *free* therapy, *free* wellness checks, *free* WIFI, *free* dispel any basis to contend there is a landlord-tenant relationship. (Demurrer, pp. 9-10; *see also Roberts v. Casey* (1939) 36 Cal. App. 2d Supp. 767, 774 (a guest has "use" of premises but is not a tenant, and the provision of services by the owner, such as laundry and cleaning, are as a "proprietor" not a landlord).)

In any event, supposing the City Defendants could be landlords, they are specifically excluded from the landlord-tenant relationship, as a rental unit "shall not include…"dwelling units whose rents are controlled or regulated by any government unit, agency, or authority." (Admin. Code § 37.2(r)(3).) Numerous California state laws reflect the same distinctions. (*See, e.g.*, California Health and Safety Code § 199967 ("building component") § 19970 ("dwelling unit" is a "habitable room(s)"); Cal. Rev. & Tax Code § 20628 (residential unit means an apartment or similar dwelling"); Civil Code Section 1675(a) ("residential property means *real property* consisting of a dwelling"); Civil Code Section 1954.202(b) ("'Landlord' means an owner of a *residential rental property*.")

Finally, another unanswered reason to sustain the demurrer is that Ms. Mayon cannot initiate a lawsuit to second-guess the City's budgetary and policy decisions. (*Thorn v. City of Glendale* (1995) 28 Cal. App. 4th 1379, 1385.) The City Defendants are immunized, under Govt. Code sections 815.2, 818.8, 821.6 and 820.2, for both official and discretionary acts, such as passing ordinances, making policy decisions, and creating the pilot "Safe Parking Program" project, which was enacted to redress the serious and significant homeless problems in the City balanced against the concerns and rights of the public, the taxpayers and the residents. (*See* Demurrer, p. 12-13; Complaint, Exh. E; *Greenwood v. City of Los Angeles* (2023) 89 Cal. App. 5th 851, 862, *reh'g denied* (Apr. 20, 2023), *review denied*

(July 12, 2023) (plaintiff cannot sue a city for the alleged contraction of typhus from a "dangerous condition" near plaintiff's work, because cities are immunized for their policy, legislative and planning functions and decisions); *and see Caldwell v. Montoya* (1995) 10 Cal.4th 972, 981.) The Goldilocks criticisms that the free wellness checks, therapists, laundry, catering, utilities, facilities, and security at the VTC are both too much and not enough are not grounds for declaratory relief. The services, moreover, are alleged to be provided by non-parties Episcopal Community Services, Bayview Hunter's Point, Foundation; and Urban Alchemy, and not the City Defendants. For similar reasons, a declaratory relief claim is not a proper mechanism to ask this Court to order the City Defendants, through the taxpayers, to buy Ms. Mayon gift cards, replace her RV, change the state's fire code, or build her a workshop. (Demurrer, p. 10 (citations to various allegations in the Complaint provided therein).)

Because the judiciary "has neither the power nor the duty to determine the wisdom of any economic policy … and courts will not "override the legislative function," or laws enacted in furtherance of economic policies for the general welfare, the demurrer should be sustained without leave to amend, and the action should be dismissed. (*See, e.g., Max Factor & Co. v. Kunsman* (1936) 5 Cal.2d 446, 454.)

## III. CONCLUSION

For the foregoing reasons, the Demurrer should be sustained without leave to amend.

Dated: March 20, 2024

DAVID CHIU
City Attorney
JAMES F. HANNAWALT
Acting Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: */s/ Zuzana S. Ikels*
ZUZANA S. IKELS

Attorneys for Defendant(s)
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN

**PROOF OF SERVICE**

I, KASSY ADAMS, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On March 20, 2024, I served the following document(s):

**DEFENDANTS' REPLY TO OPPOSITION TO DEMURRER TO PLAINTIFF'S COMPLAINT**

on the following persons at the locations specified:

Ramona Mayon
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308

Plaintiff in Pro Per

in the manner indicated below:

☒ **BY UNITED STATES MAIL**: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

☒ **BY ELECTRONIC MAIL:** I caused a copy of such document to be transmitted *via* electronic mail in portable document format ("PDF") Adobe Acrobat from the electronic address: kassy.adams@sfcityatty.org.

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

Executed March 20, 2024, at San Francisco, California.

KASSY ADAMS

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
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Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

| | |
|---|---|
| RAMONA MAYON,<br><br>Plaintiff,<br><br>vs.<br><br>MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,<br><br>Defendants. | Case No. CGC-24-611907<br><br>**DEFENDANTS' NOTICE OF AMENDED DEMURRER AND DEMURRER TO PLAINTIFF'S COMPLAINT**<br><br>Hearing Date: May 29, 2024<br>Time: 9:30 a.m.<br>Place: Dept. 302<br><br>Date Action Filed: January 26, 2024<br>Trial Date: Not Set. |

**TO PLAINTIFF, in pro per:**

PLEASE TAKE NOTICE THAT at 9:30 a.m. on May 29, 2024, in Department 302 in the above-entitled court, located at 400 McAllister Street, San Francisco, California, defendants Mayor London Breed, Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and City and County of San Francisco (the "City Defendants") will and hereby does demur to Plaintiff's Complaint.

Defendants have named the motion an "Amended Demurrer" as they previously filed a demurrer to the complaint, which was scheduled for hearing on March 27, 2024. The day before the hearing, the Court took the hearing on the demurrer off calendar, and ordered plaintiff to respond to the City's request to meet and confer by phone or in person. The Court ordered a new deadline, of April 24, 2024, for the City to file a response to the complaint. As set forth in the accompanying declaration of Zuzana S. Ikels, the parties met and conferred on March 27, 2024, by telephone for nearly two hours regarding the City's challenges to the complaint. Plaintiff, Ms. Ramona Mayon, declined to amend or dismiss the lawsuit. The Amended Demurrer accounts for Plaintiff's position in the Opposition she filed to the City Defendants' original demurrer as well as the meet and confer discussions.

This Demurrer to the entire complaint, and each cause of action alleged (fraud and deciet) as well as unalleged, but implied (declaratory relief) is made on four grounds. First, Plaintiff does not assert she properly submitted a Government Claim, and the Government Claims that were submitted demonstrate Plaintiff cannot cure the deficiency, warranting sustaining the demurrer with prejudice. Second, because there are no facts, dates or description of the reason this lawsuit was filed against the City Defendants in the Complaint or the Government Claim, the complaint fails on the grounds of uncertainty, pursuant to California Code of Civil Procedure section 430.10(f). Third, the causes of action of "deceit" and "negligence per se" do not allege any of the requisite elements to state a claim for relief. (C.C.P. § 430.10(e).) As for the declaratory relief claim, it fails for uncertainty as it is not separately labelled, there is no "instrument" or "property" at issue or appropriate for judicial review, and relief is not cogently described. In any event, the City Defendants are afforded absolute immunity for the discretionary acts regarding the budgetary allocation and homeless services and programs provided, about which Plaintiff complains. Fourth, Plaintiffs' stated purpose – asking the Court to rewrite laws and a contract is improper. The statutes and local ordinances are clear and unambiguous, and do not include a personally owned RV as residential rental property. In addition, the Court cannot rewrite and change the contract that Plaintiff signed, which she concedes "clearly states" that she is a guest, and not a tenant and has no tenant rights under landlord-tenant laws.

This demurrer is based on this (1) Notice of Demurrer, and the accompanying (2) Demurrer (attaching the Complaint), (3) Memorandum of Points and Authorities, (4) Declaration of Zuzana S. Ikels, and (5) Request for Judicial Notice; and on the pleadings and records on file in this matter, and any oral argument as may be presented at the hearing of this motion. and upon such argument and other evidence as may be received by the Court at the time of the hearing.

WHEREFORE, Defendants pray for an order sustaining the demurrer to Plaintiffs' Complaint without leave to amend and for such other relief as this Court may deem proper.

Dated: April 24, 2024

DAVID CHIU
City Attorney
JENNIFER E. CHOI
Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: */s/ Zuzana S. Ikels*
ZUZANA S. IKELS

Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO

**PROOF OF SERVICE**

I, KASSY ADAMS, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On April 24, 2024, I served the following document(s):

**DEFENDANTS' AMENDED NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFF'S COMPLAINT**

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEFENDANTS' AMENDED DEMURRER TO PLAINTIFF'S COMPLAINT**

**DECLARATION OF ZUZANA IKELS IN SUPPORT OF DEFENDANTS' AMENDED DEMURRER TO PLAINTIFF'S COMPLAINT**

**DEFENDANTS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF AMENDED DEMURRER**

**[PROPOSED] ORDER SUSTAINING DEFENDANTS' AMENDED DEMURRER WITHOUT LEAVE TO AMEND**

on the following persons at the locations specified:

Ramona Mayon
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308

Plaintiff in Pro Per

in the manner indicated below:

☒ **BY UNITED STATES MAIL**: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

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

Executed April 24, 2024, at San Francisco, California.

KASSY ADAMS

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
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Attorneys for Defendant
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

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Hearing Date: May 29, 2024
Time: 9:30 a.m.
Place: Dept. 302

Date Action Filed: January 26, 2024
Trial Date: Not Set.

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## INTRODUCTION

Plaintiff, as a self-represented litigant, has sued Defendants Mayor London Breed, the Director Department of Homelessness and Supportive Housing Services, Shireen McSpadden ("Director McSpadden"), and the City and County of San Francisco (the "City Defendants"). Because the pleading does not satisfy the requirements to bring a lawsuit against a municipality, or state a claim upon which relief can be granted, the demurrer should be sustained without leave to amend. (Code Civ. Proc., § 430.10 (e) and (g).) In addition, Director McSpadden has not been served with the Complaint and she should be dismissed.

Plaintiff did not comply with the Tort Claims Act, which is an essential prerequisite for jurisdiction. The City Defendants are immunized from liability from the claims, as a matter of law. In her prior opposition, Plaintiff conceded that the negligence and fraud claims are not cognizable and she is not seeking damages. The suggestion that she seeks declaratory relief is not properly pleaded, but it cannot be cured by amendment, because there is no "actual controversy." After describing the panoply of homeless services provided, the Complaint asks the Court to rewrite a number of statutes and local ordinances to convert her into a "tenant" and the City Defendants into landlords. The law unambiguously defines a tenant as a person who pays rent in a "residential dwelling unit." Plaintiff lives in her own RV and does not pay rent to anyone. It is a cardinal rule that "[c]ourts have no power to legislate." (*People v. Pacific Guano Co.* (1942) 55 Cal.App.2d 845, 849.) Ms. Mayon's position also contradicts virtually every term of her agreement, which is Exhibit C to her Complaint. Under San Francisco's Safe Parking Program, Plaintiff expressly agreed that she was a guest, not a tenant, and that she had "no right or interest under California or San Francisco landlord tenant laws." Regardless, a declaratory relief claim is not a method to obtain the relief she is seeking, such as forcing taxpayers, *inter alia,* to buy Plaintiff gift cards to "Home Depot, Loews, O'Reillys, Autozone"; build a workshop structure or storage shed; or change the menu of the free, catered food services. The demurrer should be sustained without leave to amend.[1]

[1] Defendants have named the motion an "Amended Demurrer" following the Court's order taking the hearing of the original demurrer off calendar and ordering plaintiff to meet and confer by phone. As set forth in the accompanying declaration of Zuzana S. Ikels, the parties met and conferred

## I. FACTUAL BACKGROUND

Before a lawsuit may be filed against a municipality, the plaintiff must file a government claim. The two "Government Claims" submitted by Plaintiff were three years ago, on March 4, 2021, and two years ago, on February 7, 2023. (Ikels Decl., Exh. A and Exh. B; *and see* Request for Judicial Notice ("RJN").) Ms. Mayon's Government Claims alleged that "residents" in "their houses" were discriminating against her, based on "hatred of nomadic people such as myself," because she had parked her RV on the Great Highway. (*Id.*, Exh. A.) She also complained about a third party that towed her RV. (*Id.*, Exh. B.) Because there was no allegation of injury, causation, damages, or legal theory advanced against the City, San Francisco denied the Government Claims on March 26, 2021 and February 28, 2023, respectively, and notified Plaintiff she had six months to file a lawsuit. (RJN, Exh. A and B.) Notably, neither the Mayor nor Director McSpadden are mentioned.

The Government Claims have no connection to the allegations in the Complaint, which was filed on January 26, 2024. The Complaint names the following defendants: Mayor London Breed, Director "Shireen McSpadden of Dept of Homelessness and Supportive Housing City and County of San Francisco."[2] It also names as "Real Parties of Interest: Episcopal Community Services, Bayview Hunter's Point, Foundation; and Urban Alchemy" (collectively, the "Third Parties"). The complaint asserts two claims, "negligence per se" and "deceit," based on the following allegation:

> l am one of the 35 vehicle-dwelling households under the care and custody of the non-profits' contracted with the Dept of Homelessness and Supportive Housing (HSH)'s Vehicle Triage Center (VTC) @ 500 Hunter's Point Expressway, San Francisco. I seek an act of declaratory relief, for myself, and the others, out here suffering intolerable living conditions.

(*Id.*, p. 1:13-17.) Plaintiff is unhoused, living in her own RV in a safe and free parking site. She says that she has formed a "Tenants Union." The significance of the "union" is unclear. Plaintiff is not

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on March 27, 2024, by telephone for nearly two hours. The Amended Demurrer accounts for Plaintiff's Opposition filed to the City Defendants' original demurrer and the meet and confer.

[2] "Department of Homelessness and Supportive Housing City and County of San Francisco" is not a properly joined defendant because it is not an actual entity, it does not have power to sue or be sued, and is not an independent public corporation. (*See Bauer v. County of Ventura* (1955) 45 Cal.2d 276, 288-289; compare Gov. Code, §§ 23000, 23004(a).) We presume Plaintiff intended to sue the City and County of San Francisco, although not properly named. Director McSpadden, moreover, has not been personally served. (Ikels Decl., at ¶ 2.) The Court therefore should quash the summons and dismiss Director McSpadden. (C.C.P. § 418.10.)

currently, nor does she wish, to live in a building structure, a residential dwelling unit, or pay rent. In fact, she believes it is "culturally insensitive to be told constantly that we need to move out of our RVs into SROs or other housing options." (*Cf.*, p. 10, parag. "O", *to* Compl., p. 3-4.) She also acknowledges signing the Bayview Vehicle Triage Center Participant Agreement, which as she states in her pleading, "clearly states we who enter the VTC do not have tenants' rights." (*Id.*, p. 1, lines 22-23.) The Agreement is attached as Exhibit C to the Complaint and states:

> Welcome to the City and County of San Francisco's Bayview Vehicle Triage Center. Safe Parking programs provide emergency temporary parking for people living in their vehicles. Every guest receiving safe parking does so at the invitation of the City and County of San Francisco's Department of Homelessness and Supportive Housing. This Safe Parking program does not provide permanent parking or housing, and guests staying at this site **do not have tenancy rights.**

(Compl., Exh. C, p. 1 (emphasis in original.) The Agreement further states that it "is a temporary program …The City of San Francisco may terminate or extend the program at any time. **This program creates no right or interest enforceable under California or San Francisco landlord tenant laws."** (*Id.*, (emphasis added).) Plaintiff promised to comply with the "community guidelines, adhere to the fire safety rules of the State Fire Marshall, prohibits "hoarding", and bar visitors, and follow "quiet hours." (*Id.*, p. 2-3.)

Under the section entitled "Points and Authorities," Plaintiff cites to the California Constitution, Gov. Code § 65662 (discussing navigation centers associated with homeless services), and a hodgepodge of laws related to the City's "Housing First" homeless policy goals. (*Id*., pp. 3-13.) Plaintiff includes Exhibit E, a Sept 29, 2023 an SF Homelessness and Behavioral Health Committee report, because she believes it "show[s] the cost to the taxpayer for our sites runs $400 per night, per site (figured at 35 spaces used). That level of expenditure does not show up in the living conditions at the VTC, which is why I have included HSH's subcontractors as Real Parties of Interest." (*Id.*, p. 2:5-9.) Exhibits C through E to the Complaint describe the significant budgetary and policy decisions giving rise to the Safe Parking Program, and the myriad homeless and supportive services, about which Ms. Mayon takes issue, such as ***free***: (i) safe parking for her RV; (ii) the solar powered lights are "dimmer" that city street lights (*id.* p. 3, bottom half); (iii) ADA and non-ADA shower(s) should be open "24/7," despite the obvious safety concerns of open showers at night and "quiet hours" for the

consideration of others (*id.*, p. 7(J)-(K) *compared to* Exh. C, p. 3); (iv) catered food deliveries have a limited menu and should not be hand-delivered, and she wants the City to build a kitchen facility (*id.*, p. 5(E); (v) Fire Marshall's inspections and rules that ban propane tanks, generators, hoarding and parking cars next to RVs for safety and fire evacuation (Ms. Mayon does not believe the Fire Marshall) (*cf.* Exh. C, p. 2 *to* Exh. B, p. 4); and (vi) wellness checks and offers of substance and mental health services (Plaintiff finds them to be both offensive and insufficient) (*id.*, p. 9 (last paragraph).[3]

Plaintiff appears to be demanding the Court second guess the City's policies and legislation, and order taxpayers to: (a) pay for gift cards to "Home Depot, Loews, O'Reillys, Autozone" (*id.,* p. 13(8)), (b) build storage units and workshops for laundry, a mechanic, and kitchens, despite receiving free laundry and catered food services and "hoarding" ban, and regardless of the cost or feasibility (*id.*, pp. 7(K), 13(7) –(10)), (c) hire "staff who is knowledgeable in the care and upkeep of RVs" and pay for replacing her RV (*id.*, p. 10 (P), p. 16 (26) and (27)); (d) allow the use of propane tanks (despite the Fire Marshall's rules and that electricity is provided) (*cf.* Exh. C, p. 2 *to* Exh. B, p. 4-5, 13(10); and (f) provide free WIFI (*id.*, pp. 15 (22) and (14)).

Other than the caption page, neither the Mayor nor Director McSpadden are mentioned in the pleadings. During the meet and confer process, Plaintiff confirmed that she had not filed a government claim. Her stated goal is to compel the Court to rewrite state laws and local ordinances, ignore her signed contract that she is a guest, and "declare" her a "tenant." (Ikels Decl., at ¶¶ 5-7.)

## II. LEGAL ARGUMENT

It is worth observing that Plaintiff is not entitled to special treatment by a court even though she is representing herself without the assistance of an attorney. (*Rappleyea v. Campbell* (1994) 8 Cal.4th 975, 984-985.) A court holds *pro per* litigants to the same standards as a practicing attorney. (*Nwosu v. Uba* (2004) 122 Cal.App.4th 1229, 1246-1247.) While the implications of this rule may be

[3] Exhibit B includes self-titled "Tenants Union of Bayview VTC" forms, with handwritten names and requests to change "everything," provide "better food," and "stop this communist regime that violates my basic human rights." (*Id*, Exh. B, p. 47, 60.) There are internal inconsistencies in the 82-page pleading, such as acknowledging the free food, laundry, and electricity, but insisting on dangerous propane tanks; and asking for an "ADA compliant shower" at Exh. B, p. 14, despite acknowledging ADA showers were installed. (*Id*., p. 7.)

harsh, it is not intended to penalize self-represented litigants, but to ensure the stability and smooth operation of the courts.

A demurrer lies to pleadings that fail to state a cause of action or that are uncertain. (C.C.P. § 430.10(e) and (g).) Both grounds exist here. The complaint does not contain a "statement of the facts constituting the cause of action, in ordinary and concise language," separately numbered, identifying the nature of the claim(C.C.P. § 425.10(a); Rules of Court, Rule 2.112(1). Failure to comply with the rules and provide the requisite clarity subjects the complaint to a demurrer for uncertainty. (*Morris v. JPMorgan Chase Bank, N.A.*, (2022) 78 Cal. App. 5th 279, 292; *Doheny Park Terrace Homeowners Assn., Inc. v. Truck Ins. Exchange* (2005) 132 Cal.App.4th 1076, 1099.)

Here, because Plaintiff did not (and cannot) comply with the Tort Claims Act, and the claims are not cognizable, the demurrer should be sustained without leave to amend. (*See, e.g., Arce v. Childrens Hospital Los Angeles* (2012) 211 Cal.App.4th 1455, 1497, fn. 19 ('[t]he plaintiff has the burden of proving that an amendment would cure the defect,' " and where the plaintiff has "not offered any proposed amendment, [the plaintiff has] not carried [its] burden").

**A. Because the Government Claims are Untimely and the Do Not Resemble The Allegations, the Complaint is Jurisdictionally Barred**

Before suing a public entity for damages or a tort, a plaintiff must comply with California's Tort Claims Act. (Gov. Code § 905, *et seq*.) The Tort Claims Act "established a standardized procedure for bringing personal injury claims against local governmental entities." (*Hernandez v. City of Stockton* (2023) 90 Cal.App.5th 1222, 1230 (*citing Ardon v. City of Los Angeles* (2011) 52 Cal.4th 241, 246).) With certain enumerated exceptions that do not apply, "no suit for money or damages may be brought against a public entity on a cause of action for which a claim is required to be presented . . . ***until*** a written claim thereof has been presented to the public entity and ***has been*** acted upon by the board, or has been deemed to have been rejected by the board. . . ." (Govt. Code § 945.4 (emphasis added).) "The purpose of the claims presentation requirement is to facilitate early investigation of disputes and settlement without trial if appropriate, as well as to enable the public entity to engage in fiscal planning for potential liabilities and to avoid similar liabilities in the future." (*Baines Pickwick Ltd. v. City of Los Angeles* (1999) 72 Cal.App.4th 298, 303; *see also, Gong v City of Rosemead* (2014)

226 Cal.App.4th 363, 371, 374 (citing Govt Code § 911.2, presentation of claim for money or damages prior to filing suit is a condition precedent to lawsuit); *see also* (*Crow v. State of Cal.* (1990) 222 Cal.App.3d 192, 202, *disapproved on another ground by Regents of Univ. of Cal. v. Super. Ct.* (2018) 4 Cal.5th 607, 634, fn. 7; *and see Baines Pickwick Ltd. v. City of Los Angeles* (1999) 72 Cal.App.4th 298, 303.)).)

A demurrer for failure to state a cause of action is the proper vehicle to challenge noncompliance with government claim presentation requirements. (*State of California v. Superior Court (Bodde)* (2004) 32 Cal.4th 1234, 1243.) The rules are rigorous and strictly enforced. *First*, the filing of a claim is a condition precedent and is, therefore, an element that a plaintiff is required to alleged and proven by the Complaint. (*Del Real v. City of Riverside* (2002) 95 Cal. App. 4th 761, 770; *State of Cal. v. Super. Ct* (2004) 32 Cal. 4th 1234, 1240, 1243; *Wood v. Riverside Gen. Hosp.* (1994) 25 Cal. App. 4th 1113, 1119 (an "essential element" to a complaint against a municipality requires Plaintiff allege compliance with the government claim submission requirements).) The Court may take judicial notice of the date and presentation of a claim, its contents, and the date of denial. (*Gong v. City of Rosemead* (2014) 226 Cal.App.4th 363, 368 fn. 1, 376; *see also* RJN, Exh. A and B.) *Second*, a claim must be presented to the public entity "not later than six months after the accrual of the cause of action." (Gov. Code § 911.2.) *Third*, an action against a governmental entity or employee covered by the claim-presentation requirement must be filed in court within six months following written notice of rejection of the claim by the public entity. (Gov. Code § 945.6(a)(1); *Silva v. Crain* (9th Cir. 1999) 169 F.3d 608, 611.)

*Fourth*, the requisite pre-lawsuit Government Claim must specify each legal and factual basis for the government's liability to the claimant. A party cannot file suit on any legal or factual basis outside those that are listed in the Government Claim. (*Nelson v. State of California* (1982) 139 Cal.App.3d 72, 79 ("the factual circumstances set forth in the written claim must correspond with the facts alleged in the complaint; even if the claim were timely, the complaint is vulnerable to a demurrer if it alleges a factual basis for recovery which is not fairly reflected in the written claim"); *Williams v. Braslow* (1986) 179 Cal.App.3d 762, 769–70 ("Courts have consistently interpreted the Tort Claims Act to bar actions alleging matters not included in the claim filed with the public entity."), *quoting*

*State of California ex rel. Dept. of Transportation v. Superior Court* (1984) 159 Cal.App.3d 331, 336.) And *fifth*, the claim must specify the amount of damages. (Govt. C. § 910(f).)

Here, none of the requirements have been satisfied. The Complaint does not allege compliance with the Tort Claims Act, and Plaintiff acknowledges she did not comply. (Ikels at ¶¶ 6-7; Exh., C.) The Government Claims do not mention any of the City Defendants, set forth any factual circumstances, date, location, or legal theories that are cognizable against them. The events in the Government Claims also do not correlate to the Complaint, and no damages are specified. (RJN, Ikels Decl., Exh. A.) The Government Claims allude to past disturbances with residents on the Great Highway. The Complaint, by contrast, describes the generous homeless services provided at a safe parking site. After a claim is rejected, the lawsuit filed may elaborate or add further details "but the complaint may not completely shift the allegations and premise liability on facts that fundamentally differ from those specified in the government claim." (*Hernandez*, at 1231 (upholding dismissal because the factual basis for recovery is not 'fairly reflected' in the plaintiff's government claim"); *see also Turner v. State of California* (1991) 232 Cal.App.3d 883, 887-888, 891 (complaint properly dismissed because of variance between government claim and complaint); *Fall River Joint Unified School Dist. v. Superior Court* (1988) 206 Cal.App.3d 431, 434-435 (same); *Donohue v. State of California* (1986) 178 Cal.App.3d 795, 804 (same).)

It is proper to sustain a demurrer without leave to amend for noncompliance, where, as here, the Government Claims demonstrate amendment would be futile. (*Gong, supra,* 226 Cal.App.4th at p. 378.) There is no means to cure the defects in the pleading, because it was filed years after the deadline. (*Compare* RJN, Ikels Decl. Exh. A (Government Claim dated March 1, 2021, and denied on March 26, 2021) and Exh. B (Claim Form dated February 7, 2023 claim regarding her RV being towed in February 2022 *to* Complaint filed on January 26, 2024.) To be timely, a claim must be presented within six months of the accrual of the cause of action. (Gov. Code § 911.2.) The Government Claims do not comply with either requirement. Failure to file a timely claim and failure to file a timely lawsuit are both jurisdictional bars. (*See Santee v. Santa Clara City Office of Education* (1990) 220 Cal.App.3d 702, 713; *Cole v. Los Angeles Unified School Dist*. (1986) 177 Cal.App.3d 1, 5 (holding that the statutory period of limitations for actions against a public entity is "mandatory and

must be strictly complied with.").)

In sum, the Government Claims bear no resemblance to a valid claim, and the Complaint bears no resemblance to the Government Claims. The deficiencies cannot be cured and, accordingly, the lawsuit should be dismissed.

**B. The City Defendants Are Immune Under the Government Code**

The basic rule of section 815 of the Government Code regarding public entity liability states: "Except as otherwise provided by statute: ... [a] public entity is not liable for an injury, whether such injury arises out of an act or omission of the public entity or a public employee or any other person." This means that "direct tort liability of public entities must be based on a specific statute declaring them to be liable, or at least creating some specific duty of care, and not on the general tort provisions of Civil Code section 1714. Otherwise, the general rule of immunity for public entities would be largely eroded by the routine application of general tort principles." (*Eastburn v. Regional Fire Protection Authority* (2003) 31 Cal.4th 1175, 1183; *All Angels Preschool/Daycare v. Cnty. of Merced* (2011) 197 Cal. App. 4th 394, 400.)

After acknowledging all of the homeless services that Plaintiff does receive, she appears to believe that she should receive even more and/or different services, money and construction of facilities. Assuming *arguendo* her grievances support a claim for a "negligence", "deceit," or declaratory relief claim, the City Defendants have absolute immunity under Govt. Code sections 815.2, 818.8, 821.6 and 820.2.

Subdivision (b) of section 815.2 states: "Except as otherwise provided by statute, a public entity is not liable for an injury resulting from an act or omission of an employee of the public entity where the employee is immune from liability." Section 820.2 provides: "[e]xcept as otherwise provided by statute, a public employee is not liable for an injury resulting from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether or not such discretion be abused." Neither the City nor the individual defendants, the Mayor and Director of Homeless Services, may be sued for fraud or negligent misrepresentations. (Govt. Code § 818.8.)

Likewise, the immunity for discretionary acts, such as making policy and budgetary decisions and passing ordinances, was codified in Sections 820.2 and 855.4 of the Government Code, which

address both public employees and entities. The Code provides an absolute immunity "for an injury resulting from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether or not such discretion be abused." *Greenwood v. City of Los Angeles* (2023) 89 Cal. App. 5th 851, 862, *reh'g denied* (Apr. 20, 2023), *review denied* (July 12, 2023). In *Greenwood*, the court upheld the trial court's sustaining a demurrer regarding a city-defendant's purported "failure to remedy a dangerous condition on public property adjacent" to plaintiff's place of work, which plaintiff alleged caused her to contract typhus. California Supreme Court has developed a "workable definition' of immune discretionary acts," which "draws the line between 'planning' and 'operational' functions of government… as to which judicial interference would thus be unseemly." (*Greenwood* at 862 (internal quotations omitted) *citing to Caldwell v. Montoya* (1995) 10 Cal.4th 972, 981 .) "Such 'areas of quasi-legislative policy-making ... are sufficiently sensitive' to call for judicial abstention from interference that 'might even in the first instance affect the coordinate body's decision-making process.' The immunity applies to deliberate and considered policy decisions, in which a 'balancing [of] risks and advantages ... took place." (*Id*.)

Here, the Complaint asks the Court to second guess the City's allocation of taxpayer propositions, the budget and policy decisions, and rewrite the ordinances related to homeless services, the Safe Parking Program, and services provided by the Third Parties. It is axiomatic that the judiciary "has neither the power nor the duty to determine the wisdom of any economic policy; that function rests solely with the Legislature," and courts will not "override the legislative function," or laws enacted in furtherance of economic policies for the general welfare. (*See, e.g., Max Factor & Co. v. Kunsman* (1936) 5 Cal.2d 446, 454.) The City Defendants are afforded absolute immunity from the lawsuit.

**C. The Requisite Elements for Fraud and Negligence Are Missing**

Plaintiff pleads two claims, one for negligence and for fraud. Neither is viable. A cause of action for fraud must allege the following elements: (1) a knowingly false representation by the defendant; (2) an intent to deceive or induce reliance; (3) justifiable reliance by the plaintiff; and (4) resulting damages. Every element must be specifically pleaded, this means that general and conclusory allegations will not suffice. Explaining the specificity requirements for fraud, the courts have

identified two purposes. "The first purpose is to give notice to the defendant with sufficiently definite charges that the defendant can meet them. [Citation.] The second is to permit a court to weed out meritless fraud claims on the basis of the pleadings; thus, "the pleading should be sufficient to enable the court to determine whether, on the facts pleaded, there is any foundation, prima facie at least, for the charge of fraud." (*West v. JPMorgan Chase Bank, N.A.* (2013) 214 Cal.App.4th 780, 793 (citations omitted).) Although she alleges a claim of "deceit," Plaintiff does not allege any facts that support the "who, what, when or where" to support fraud. There is no mention of either the Mayor or Director McSpadden. Government Code Section 818.8 also provides an absolute immunity from liability for misrepresentation of any sort against a municipality.

For the same reasons, the negligence claim is defective. "[I]n order to prove facts sufficient to support a finding of negligence, a plaintiff must show that defendant had a duty to use due care, that he breached that duty, and that the breach was the proximate or legal cause of the resulting injury. [Citation.]' (*Nally v. Grace Community Church* (1988) 47 Cal.3d 278, 292–293.) The existence of a duty of care is a question of law to be determined by the court. (*Ballard v. Uribe* (1986) 41 Cal.3d 564, 572, fn. 6; *Tarasoff v. Regents of University of California* (1976) 17 Cal.3d 425, 434.) The Complaint does not allege a duty, causation or injury to support a negligence claim.

Finally, a governmental entity cannot be held liable for common law torts, when it is not, as here, expressly authorized by statute. Cal. Gov.Code § 815(a). It is well established that the law does not recognize direct entity liability for negligence against a municipality. (*See, e.g., Thorn v. City of Glendale* (1995) 28 Cal. App. 4th 1379, 1385.) The Complaint does not allege that the Mayor or Director had any interaction with Ms. Mayon, and therefore does not rise to a "special duty." (*Davidson v. City of Westminster,* 32 Cal. 3d 201 (1982) (requiring specific allegations that give rise to a special duty to overcome immunities from liability).

**D. The Declaratory Relief Claim is Neither Pleaded Nor Cognizable**

Although not pled as a separate cause of action, Plaintiff alludes to declaratory relief.[4] Ms.

[4] In order for a party to pursue an action for declaratory relief, "the grounds for such relief must be specifically pleaded in the complaint." (*Davis v. Farmers Ins. Exch*., 245 Cal. App. 4th 1302, 1325–26 (2016), as modified on denial of reh'g (Apr. 21, 2016) (citations omitted).) Here, Plaintiff does not plead a claim for declaratory relief and her stated objectives are not viable through a declaratory relief claim.

Mayon's stated purpose of her lawsuit is: "I want to change how the rules are made at safe parking sites in California (well, the 9th circuit, actually). The Real Parties have exceeded their authority by about a hundred miles and squandered the taxpayer's money meant to make it safe, dignified, livable." (Ikels Decl., Exh. C.) Her prior Opposition stated that Plaintiff is seeking a "Declaratory Statement to clarify that is built into the VTC which is called a 'low barrier navigation centers' to be allowed by right," referring to Welfare and Institutions Code ("WIC") Section 8255. Plaintiff bolds the word "tenant" each time it is mentioned in Section 8255, but Plaintiff overlooks the actual definition of tenant, which she has acknowledged, in writing, that she cannot be.

Pursuant to the Code of Civil Procedure Section 1060, a declaratory relief claim must be based on a ripe, "actual controversy" as to "legal rights or duties" regarding a "written instrument…including a determination of any question of construction or validity arising under the instrument or contract," or "property." "[A]ctions for declaratory relief involve matters of practice and procedure only and are not intended in any way to enlarge the jurisdiction of courts over parties and subject-matter." (*Carrier v. Robbins* (1952) 112 Cal. App. 2d 32, 36.) Whether a claim presents an "actual controversy" and is "ripe," within the meaning of Code of Civil Procedure section 1060, is a question of law.

*First,* Ms. Mayon is not seeking to enforce the Agreement or a property right. *Second,* Plaintiff's request – asking the Court to rewrite state laws and local ordinances so as to convert her into a "tenant," the City Defendants or the "Real Parties of Interest" into landlords, and create "tenants' rights" in the fashion she desires is improper. A declaratory relief claim does not empower the judiciary to interfere with the legislative function, such as a city's economic and homeless policies, the Safe Parking Program, allocation of budget resources, or bypass propositions or local ordinances. (*Carrier, supra*, at 36 (dismissing lawsuit against city of San Diego, where plaintiff challenged the wage rate set by the Board of Supervisors); *see also Spencer v. City of Alhambra,* 44 Cal.App.2d 75, 77.)

Nor may Plaintiff ask the Court to rewrite the laws that define "tenant," "landlord," "rent," and "dwelling units," or transform them into applying to her personally-owned RV. In construing a statute, it is the duty of the court "simply to ascertain and declare what is in terms or in substance contained

therein, not to insert what has been omitted or to omit what has been inserted." (Code Civ.Proc. § 1858.) "When the statutory language is clear there can be no room for construction of the statute. Where there is no ambiguity in the statutory language, the power to construe it does not exist." (*San Joaquin Blocklite, Inc. v. Willden* (1986) 184 Cal. App. 3d 361, 367–68 (citations omitted); *see also LGCY Power, LLC v. Superior Ct.* (2022) 75 Cal. App. 5th 844, 860–61 ("we are not empowered to insert language into a statute, as 'doing so would violate the cardinal rule of statutory construction that courts must not add provisions to statutes.'").)

The Complaint cites to portions of San Francisco's Administrative Code that demonstrate landlord-tenant laws do not apply. Specifically, at page 6, line 16, the Complaint notes that "Tenant shall have the meaning set forth in Administrative Code Section 37.2." Section 37.2, sub-section (t), defines: "Tenant. A person entitled by written or oral agreement, sub-tenancy approved by the landlord, or by sufferance, **to occupy a residential dwelling unit to the exclusion of others**." (Emphasis supplied.) At sub-section (h), "Landlord" is defined as "An owner, lessor, sublessor, who receives or is entitled to receive **rent** for the use and occupancy of any residential rental unit or portion thereof in the City and County of San Francisco, and the agent, representative or successor of any of the foregoing." (Emphasis supplied.) At sub-part (p) of Section 37.2, "Rent" is defined as "[t]he consideration, including any bonus, benefits or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a rental unit, or the assignment of a lease for such a unit, including but not limited to monies demanded or paid for parking, furnishing, food service, housing services of any kind, or subletting."

A "dwelling unit" and "residential dwelling unit" are defined terms, which are building structures affixed to real property. (San Francisco Building Inspection Commission (BIC) Codes, Section 401.) California law similarly defines residential "dwelling unit" is "a *structure* or the part of a *structure* that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household." (Civ. Code § 1940(c) (emphasis added).) Likewise, a "rental unit(s)" are "residential dwelling units in the City together with the land and appurtenant buildings thereto." (122(r).) "Rent" is defined as "the *consideration*" for the exclusive occupancy, i.e. money. (Admin. Code § 37.2(q).

These are clear and unambiguous terms. Plaintiff's personal vehicle is not conceptually or literally encompassed in the term "rental unit," "residential dwelling unit," "landlord," or "occupancy." Ms. Mayon cannot be a "tenant" because she lives in her own vehicle, not a building, and does not pay rent. She refers to herself as "culturally…nomadic," and that it is "culturally insensitive" to encourage her to move to a dwelling unit. (*See,* Section II, *supra,* Compl., p. 10, parag. "O", *to* p. 3-4; Ikels Decl., Exh. A.) In any event, the Administrative Code excludes "dwelling units whose rents are controlled or regulated by any government unit, agency, or authority," which applies to the City Defendants, even assuming *arguendo* a landlord-tenant relationship existed. (*Id.*) Put another way, Ms. Mayon's "pretended construction would not be construction at all but would be legislation." (*People v. Pacific Guano Co.* (1942) 55 Cal.App.2d 845, 849.) It is a cardinal rule that "[c]ourts have no power to legislate." (*Id.; Anderson v. City of Long Beach* (1959) 171 Cal. App. 2d 699, 701.)

Finally, her argument is undermined by the clear and unambiguous terms of the Agreement, which "clearly states" that to gain entry to the Safe Parking Program, she agreed that she is a guest, not a tenant, and has no rights under landlord tenant laws. (Compl., p. 1, lines 22-24.) Despite agreeing that she is a guest, not a tenant, and no landlord-tenant relationship exists, Plaintiff asks the Court to ignore the Agreement, rewrite both State laws and local ordinances, and second guess the policy and budgetary decisions of the City.

And, finally, Section 1060 does not allow for the remedies Plaintiff appears to seek, such as reallocating the budget of the City for gift cards, changing the State Fire Marshall rules, or building workstations. Even if Ms. Mayon could second-guess the City's budgetary and policy decisions, her contention that $400 per site has been unused is disproven by the plethora of services she describes. (*Cf.* Compl., p. 2:5-9; *to* Exh. B, C and E attached thereto.)

**E. Ms. Mayon Is A Guest, Which Is A Difference With A Legal Distinction**

It has been the law for over 100 years that a guest given permission to "use" a premise, under the control of another, has no interest in the realty and does not have an estate or interest in the property and is not a "tenant." (*People v. Minervini* (1971) 20 Cal. App. 3d 832, 840, 112 (guest has only the right to use the premises, subject to the landlord's retention of control and right of access);

*Bullock v. City & Cnty. of San Francisco* (1990) 221 Cal. App. 3d 1072, 1096–97 (detailed discussion of the meaning of "guests" and lodgers, and distinctions in the terminology of "tenant", holding city could not bar conversion of rented hotel rooms into a hotel), *distinguished on other grounds Griset v. Fair Pol. Pracs. Comm'n* (2001) 25 Cal. 4th 688, 698).)

Even *if* the Court could rewrite all the laws, and change the unambiguous terms of the Agreement, WIC § 8255 does not encompass a self-owned RV with free access for parking as a guest. WIC § 8255 repeatedly connects "tenant" to "permanent housing" and "housing." Housing is defined in WIC § 16523 as having the same meaning of "Chapter 2 (commencing with Section 1940) of this Title 5 of Part 4 of Division 3 of the Civil Code"). Civil Code 1940 is defined as the "*Hiring of Real Property*". (Emphasis supplied.) It goes without saying that Plaintiff's RV is not real property. Section 1946.2, subdivision (i)(3) defines "'[t]enancy' " to be "the *lawful* occupation of a *residential real property*." Lawful occupancy, in turn, is connected to paying rent for exclusive occupancy. The term "rent" means "to hire real property and includes a lease or sublease." (Civ. Code § 1954.26(e).) The legislator, in creating the laws governing landlord-tenant laws, expressly excluded guests (or "lodgers"). (Civ. Code § 1940(b).) It also instructs that "persons who hire" are not those, such as Ms. Mayon, that have "not made valid *payment* for all room and other related charges owning." (Civ. Code ¶ 1940(b)(1).)

Here, to gain entrance to the safe parking site, Ms. Mayon agreed, in writing, she is a "guest" with "no tenancy rights."(Compl., Exh. C.) There is no lease. She does not live in a residential rental unit or real property, and she does not pay rent or consideration of any kind. The long list of *free* services show that Plaintiff is a guest. (*Roberts v. Casey* (1939) 36 Cal. App. 2d Supp. 767, 774 (a guest has "use" of premises but is not a tenant, and the provision of services, such as laundry and cleaning, are as a "proprietor").)

## III. CONCLUSION

This unmoored lawsuit, requesting judicial intervention to second-guess municipal policymaking, is not legally proper. Defendants respectfully requests that the Court sustain the demurrer without leave to amend, to avoid wasting precious judicial and municipality resources. (*Thorn*, 28 Cal. App. 4th at 1385.)

Dated: April 24, 2024

DAVID CHIU
City Attorney
JAMES F. HANNAWALT
Acting Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: */s/ Zuzana S. Ikels*
ZUZANA S. IKELS

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DIRECTOR SHIREEN MCSPADDEN, CITY AND COUNTY OF SAN FRANCISCO

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Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

| | |
|---|---|
| RAMONA MAYON,<br><br>Plaintiff,<br><br>vs.<br><br>MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,<br><br>Defendants. | Case No. CGC-24-611907<br><br>**DECLARATION OF ZUZANA IKELS IN SUPPORT OF DEFENDANTS' AMENDED DEMURRER TO PLAINTIFF'S COMPLAINT**<br><br>Hearing Date: May 29, 2024<br>Time: 9:30 a.m.<br>Place: Dept. 302<br><br>Date Action Filed: January 26, 2024<br>Trial Date: Not Set. |

I, Zuzana Ikels, declare as follows:

1. I am a Deputy City Attorney and counsel of record for Defendants Mayor London Breed, Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and City and County of San Francisco (the "City Defendants"). I have personal knowledge of the following facts except for those stated on information and belief. As to those facts, I believe them to be true. If called upon to testify, I could and would testify competently to the contents of this declaration. I am counsel of record for the City. I submit this declaration pursuant to California Code

of Civil Procedure section 430.41 in support of the Demurrer of Defendant City And County Of San Francisco the Complaint of Ramona Mayon.

2. Ramona Mayon is representing herself in pro per in this action. The Complaint was filed on January 26, 2024, and served the summons on the City, although it was not separately named as a defendant in the caption, and the Mayor on January 30, 2024. Plaintiff indicated that she mailed a copy on Director McSpadden, but there is no record she was personally served or the basis for substitution service.

3. Attached as **Exhibit A** are a true and correct copies of the two Government Claims associated with Ms. Mayon, dated March 4, 2021, and the City's written denial of the Government Claim, dated March 26, 2021, which specified Ms. Mayon had six months to file a complaint.

4. Attached as **Exhibit B** is the other government claim served by Ms. Mayon, dated February 7, 2023, which relates to the towing of her RV by a third party, "Atlas Towing Company," on February 9, 2022. Also included is the February 28, 2023 letter from the City, denying the claim, which specified Ms. Mayon had six months to file a complaint.

5. This Complaint was filed on January 26, 2024 three and two years after the deadline and the Complaint allegations have no connection to either of the government claims.

6. In order to meet and confer before filing the demurrer, on both February 16, 2023, I called Ms. Mayon at the number listed on the pleadings, but the phone was disconnected. I then emailed her at the email address listed in both the Summons and Complaint. On February 20, 2024, I sent a letter to Ms. Mayon's address provided on the Summons and Complaint. A true and correct copy of the emails and letters that I sent and received from Ms. Mayon are attached as **Exhibit C**. Ms. Mayon responded on February 26, 2024 by email. A true and correct copy of the entire email chain of communications is included in **Exhibit C**, which reflect Ms. Mayon's confirmation she did not submit a Government Claim, nevertheless would not dismiss the action, and that her purpose of the litigation is: "I want to change how the rules are made at safe parking sites in California (well, the 9th circuit, actually). The Real Parties have exceeded their authority by about a hundred miles and squandered the taxpayer's money meant to make it safe, dignified, livable."

7. The City filed a Demurrer to the Complaint, Ms. Mayon filed an Opposition, and the City filed a Reply Brief. On March 26, 2024, the Court issued a tentative ruling taking the motion off calendar, and ordering Plaintiff to engage in a meet and confer by phone or in person. On the same day, I wrote to Ms. Mayon to schedule a phone telephone call, pursuant to the Court's order. On March 27, 2024, Ms. Mayon and I spoke for nearly two hours discussing the arguments in the demurrer, the opposition, and the reply, which is reflected also in the email communications attached to Exhibit C. Although the Opposition states Ms. Mayon is not asserting a "tort" claim, she indicated she would not amend the complaint, and repeated that she wished to change the law to have individuals living in their RVs be deemed tenants by a court. I suggested that since the language of the relevant local ordinances and state statutes defines a tenant as someone who pays rent for a "residential dwelling unit," that she could petition her state and local legislatures to change the laws. Ms. Mayon disagreed, and believes this matter is appropriate for the Court.

I declare the foregoing to be true and correct under penalty of perjury under the laws of the State of California. Executed this 24th day of April, 2024, in San Francisco, California.

ZUZANA S. IKELS

# Exhibit A

CITY AND COUNTY OF SAN FRANCISCO

DENNIS J. HERRERA
City Attorney

OFFICE OF THE CITY ATTORNEY

Nichelle Flentroy
Claims Adjuster

DIRECT DIAL: (415) 554-4232
E-MAIL: NICHELLE.FLENTROY@SFCITYATTY.ORG

March 26, 2021

Ramona Mayon
3377 Deer Valley Road, #278
Antioch, CA 94531

RE: Claim of Ramona Mayon / Claim Number 21-01418

Department: DHSH Dept of Homelessness & Supportive Housing
Incident Date: December 23, 2020
Claim Filed: March 4, 2021

**NOTICE OF ACTION UPON CLAIM** **PLEASE TAKE NOTICE THAT**

An investigation of your claim filed with the City and County of San Francisco has revealed no indication of liability on the part of the City and County. Accordingly, your claim is DENIED.

**WARNING**

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code section 945.6. This time limitation applies only to causes of action arising under California law for which a claim is mandated by the California Government Claims Act, Government Code sections 900 et. seq. Other causes of action, including those arising under federal law, may have shorter time limitations for filing.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Please also be advised that, pursuant to Code of Civil Procedure sections 128.7 and 1038, the City and County of San Francisco will seek to recover all costs of defense in the event an action is filed in this matter and it is determined that the action was not brought in good faith and with reasonable cause.

Very truly yours,

DENNIS J. HERRERA
City Attorney

Nichelle Flentroy
Claims Adjuster

Claim of: Ramona Mayon Claim Filed: March 4, 2021

I, Nichelle D. Flentroy, say: I am a citizen of the United States, over eighteen years of age, and not a party to the within action; that I am employed by the City Attorney's Office of San Francisco, Fox Plaza, 1390 Market Street, 7th Floor, San Francisco, CA 94102.

That on March 26, 2021 I served:

NOTICE OF ACTION UPON CLAIM

by placing a true copy thereof in an envelope addressed to:

Ramona Mayon
3377 Deer Valley Road, #278
Antioch, CA 94531

Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

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

Executed on March 26, 2021 at San Francisco, California.

Nichelle D. Flentroy

DECLARATION OF SERVICE BY MAIL

n:\claim\cl2021\21-01418\01522443.docx

CITY AND COUNTY OF SAN FRANCISCO

DENNIS J. HERRERA
City Attorney

OFFICE OF THE CITY ATTORNEY

Nichelle Flentroy
Claims Adjuster

DIRECT DIAL: (415) 554-4232
E-MAIL: NICHELLE.FLENTROY@SFCITYATTY.ORG

March 9, 2021

Ramona Mayon
3377 Deer Valley Road, #278
Antioch, CA 94531

RE: File Name: Ramona Mayon
File Number: 21-01418
Incident Date: December 23, 2020
Filed: March 4, 2021

Dear Sir or Madam:

Your correspondence was received by this office on March 4, 2021 and a review is underway.

When the review has been completed, I will be in touch with you. If you have not been contacted within 30 days, you may call me directly at (415) 554-4232.

Very truly yours,

DENNIS J. HERRERA
City Attorney

For Nichelle Flentroy
Claims Adjuster

Before completing this form please read the instructions on the back. Untimely claims will be returned. Please submi
this form and supporting document[illegible]n to the **Controller's Office, Claims Di[illegible]on, 1390 Market Street, 7th Floor**
**San Francisco, CA 94102** in person or by mail.

* = REQUIRED ** = REQUIRED IF KNOWN DHSA 21-01418

| 1. Claimant's Name and Home Address (Please Print Clearly) * | 2. Send Official Notices and Correspondence to: * |
|---|---|
| City State | City State |

Claim #1) Fair Housing Act

| 10. Description of Claimant's injury, property damage or loss * | 11. Amount of Claimant's property damage or loss and method of computation. Attach supporting documentation. (See Instructions) |
|---|---|
| | ITEMS |
| | * $ |
| | $ |
| | $ |
| | $ |
| | TOTAL AMOUNT $ |
| | Court Jurisdiction: Limited (up to $25,000) ☐ Unlimited (over $25,000) ☐ |

| 12. Witnesses (If any) Name | Address | Telephone |
|---|---|---|
| 1. | | |
| 2. | | |

| 13. * Ramona Mayon | 3.04.21 | Do Not Write In This Space |
|---|---|---|
| Signature of Claimant or Representative | Date | |
| Print Name | Relationship to | |

2020 MAR -9 A 9:49
CITY ATTY'S OFFICE
SAN FRANCISCO
RECEIVED

RECEIVED
21 MAR -8 PM 2:46
CITY & COUNTY OF SAN FRANCISCO CONTROLLER

1594.FS

(copied from "Claim-Form-02-14")

1. Ramona Mayon
no home address #415-595-6308

2. mailing address:
3377 Deer Valley Rd #278
Antioch, CA 94531

3. [redacted] (birthday)

4. n/a

5. Date of Incident: Dec 23, 2020

6. n/a

7. unknown

8. n/a

9, 10 It is a violation of the Fair Housing Act (specifically it is intimidation of occupancy) to have laws that encourage hatred of nomadic people such as myself, an American-born Scottish Traveller on my father's side and 25% Cherokee maternal. Upon receipt of my RV on Great Highway Dec 23, 2020, 8 to 10 residents came out their houses screaming & cursing at me. I immediately began a hunger strike in protest. This lawsuit will detail the decades

of abuse I have suffered in your City because I am a person who's ethnic background and life history gives me the RIGHT to live on wheels. Books on Amazon and papers at Academia explore the pain in detail. Now I want to do it in a courtroom, because these laws are not only unconstitutional in that they codify hate, they are also genocidal which isn't only murder, rape, etc but also "producing life conditions that make it impossible for the group to survive."

11. Court jurisdiction: Unlimited

12. N/a

13. Ramona Mayon 3.4.21

Ramona Mayon
3377 Deer Valley Rd #278
Antioch CA 94531

1000

94102

U.S. POSTAGE PAID
FCM LETTER
SAN FRANCISCO, CA
94132
MAR 04, 21
AMOUNT
$4.35
R2304E107146-98

7020 1290 0000 2504 4141

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7020 1290 0000 2504 4141

Controller's Office
Claims Division
1390 Market St. 7th floor
San Francisco CA 94102

# Exhibit B

# CLAIM AGAINST THE CITY AND COUNTY OF SAN FRANCISCO

Before completing this form please read the instructions on the back. Untimely claims will be returned. Please submit this form and supporting documentation to the **Controller's Office, Claims Division, 1390 Market Street, 7th Floor, San Francisco, CA 94102** in person or by mail.

* = REQUIRED ** = REQUIRED IF KNOWN

**1. Claimant's Name and Home Address** (Please Print Clearly)
* Ramona Mayon
500 Hunters Point Expy # F-4
City San Francisco State CA Zip 94124
Telephone Daytime 415-595-6308 Evening Cellular

**2. Send Official Notices and Correspondence to:**
* Ramona Mayon
1559 Sloat, Suite B - Box 175
City San Francisco State CA Zip 94132
Telephone Daytime Evening Cellular

**3. Date of Birth** [redacted]

**4. Social Security Number** - no -

**5. Date of Incident** * Feb 9, 2022

**6. Time of Incident** (AM or PM) ** 2.20 pm

**7. Location of Incident or Accident**
** 1234 Great Highway, SF

**8. Claimant Vehicle License Plate #, Type, Mileage, and Year**
** Atlas Towing (CA 40950)
license # 1Y687VZ

**9. Basis of Claim.** State in detail all facts and circumstances of the incident. Identify all persons, entities, property and City departments involved. State why you believe the City is responsible for the alleged injury, property damage or loss.
* On Feb 9, 2022 I was threatened w/ seizure of my RV-home. I was told I'd be institutionalized due to my hospice status. Tow to VTC broke right rear strut so RV now droops. Bedroom sags. Photos of tow.

| Name, I.D. Number and City Department of City Employee who allegedly caused injury or loss | Type of City Vehicle | Vehicle License Number and Bus or Train Number |
|---|---|---|
| ** Dept of Homelessness; Dept of Public Health; HSOC; etc. | ** | ** |

**10. Description of Claimant's injury, property damage or loss**
* trauma, distress, humiliation over being forced to this poisonous, remote, isolated, scary location and given no services to repair my my vehicles as promised (openly taped day of the purge + threats all Feb 2022)

**11. Amount of Claimant's property damage or loss and method of computation. Attach supporting documentation. (See Instructions)**

| ITEMS | |
|---|---|
| * | $ |
| | $ |
| | $ |
| | $ |
| **TOTAL AMOUNT** | $ |

Court Jurisdiction: Limited (up to $25,000) ☐ Unlimited (over $25,000) ☑

**12. Witnesses (if any)**

| Name | Address | Telephone |
|---|---|---|
| 1. Mitzi Fata | | 415-902-0986 |
| 2. | | |

**13.**
* Ramona Mayona — Signature of Claimant or Representative — 2.7.23 — Date
Ramona Mayon — Print Name — self — Relationship to Claimant

**CRIMINAL PENALTY FOR PRESENTING A FALSE OR FRAUDULENT CLAIM IS IMPRISONMENT OR FINE OR BOTH. (PENAL CODE §72)**

**Do Not Write In This Space**

CA/FORM 02/14

Ramona Mayorn

2.8.23

1559 Sloat Blvd. Suite B - Box 175
San Francisco CA 94132

To Whom It May Concern,

Attached please find copy of claim mailed on 2.7.23 which tracking shows was received 2.8.23 @ 3:46 pm
USPS 9510 8101 4327 3038 3236 1

The date I wrote on claim is incorrect. It should read: Aug 9, 2023.

Sincerely,

Ramona Mayorn

CITY AND COUNTY OF SAN FRANCISCO

DAVID CHIU
City Attorney

OFFICE OF THE CITY ATTORNEY

Christine Echavia
Claims Investigator

DIRECT DIAL: (415) 554-4235
E-MAIL: CHRISTINE.ECHAVIA@SFCITYATTY.ORG

February 28, 2023

Ramona Mayon
1559 Sloat Blvd., Suite B, Box 175
San Francisco, CA 94132

RE: Claim of Ramona Mayon / Claim Number 23-01319

Department: DHSH Dept of Homelessness & Supportive Housing
Incident Date: February 9, 2022
Claim Filed: February 7, 2023

**NOTICE OF ACTION UPON CLAIM** **PLEASE TAKE NOTICE THAT**

An investigation of your claim filed with the City and County of San Francisco has revealed no indication of liability on the part of the City and County. Accordingly, your claim is DENIED.

You should refer your claim to:

**Atlas Towing**
**550 Napoleon St.**
**San Francisco CA 94188**
**(415) 673-4242 atlastowsf@gmail.com**
**Attn: Pablo**

Any inquiries should be directed to that entity.

**WARNING**

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code section 945.6. This time limitation applies only to causes of action arising under California law for which a claim is mandated by the California Government Claims Act, Government Code sections 900 et. seq. Other causes of action, including those arising under federal law, may have shorter time limitations for filing.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Please also be advised that, pursuant to Code of Civil Procedure sections 128.7 and 1038, the City and County of San Francisco will seek to recover all costs of defense in the event an action is filed in this matter and it is determined that the action was not brought in good faith and with reasonable cause.

Very truly yours,

DAVID CHIU
City Attorney

Christine Echavia
Claims Investigator

# Exhibit C

## Ikels, Zuzana (CAT)

**From:** Ikels, Zuzana (CAT)
**Sent:** Friday, February 16, 2024 4:31 PM
**To:** 'ramonamayon@yahoo.com'
**Cc:** Adams, Kassy (CAT)
**Subject:** Mayon v. Breed, et al

Dear Ms. Mayon,

My name is Zuzana Ikels and I am Deputy City Attorney for City and County of San Francisco. I am writing to meet and confer with you about the complaint filed against the City, Mayor London Breed, and Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and County of San Francisco, which I will collectively refer to as the "City Defendants". The complaint also has sued "Real Parties in Interest." For the avoidance of doubt, we do not represent the Real Parties in Interest.

Before I discuss the legal issues with the Complaint, I read in the complaint that you have been diagnosed with cancer. I wanted to express my sympathy and offer my sincere wishes for a serene and speedy recovery.

The Complaint asserts two claims, negligence and deceit. Neither claim is cognizable against the City Defendants. California law requires that before suing a public entity for money, such as San Francisco, a plaintiff must comply with the Tort Claims Act by first submitting a proper government claim and timely filing suit. (Gov. Code § 905, *et seq*.) Here, the Complaint is barred by Government Code section 910 because the allegations and claims were not adequately described in an administrative claim, and that the prerequisite administrative claim was not timely (Gov.Code, § 911.2). First, we have only one government claim on file, which was submitted three years ago. It pertains to a dispute with individual residents near the Great Highway. Because it was not involved in the underlying facts, San Francisco provided written notification of its denial of your government claim on March 26, 2021 and noting you had a six month window to file a lawsuit. We have no record of any other government claim filed or any government claim related to the issues raised in the Complaint.

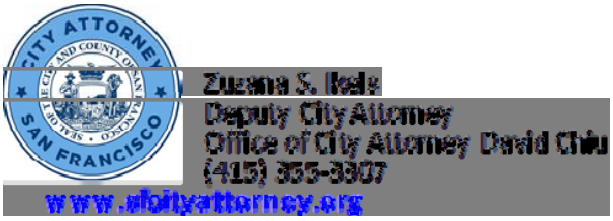
Second, a municipality cannot be sued for general negligence, negligence per se, or fraud. (*See* Government Code section 818.8; *Eastburn v. Regional Fire Protection Authority* (2003) 31 Cal.4th 1175, 1183; *All Angels Preschool/Daycare v. Cnty. of Merced* (2011) 197 Cal. App. 4th 394, 400.) To the extent the complaint is taking issue with San Francisco's homeless services, the City Defendants have absolute immunity from liability under Government Code sections 815.2 and 820.2. Subdivision (b) of section 815.2 states: "(b) Except as otherwise provided by statute, a public entity is not liable for an injury resulting from an act or omission of an employee of the public entity where the employee is immune from liability." Section 820.2 provides: "Except as otherwise provided by statute, a public employee is not liable for an injury resulting from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether or not such discretion be abused."

Finally, as acknowledged in the Complaint, the law does not recognize a landlord-tenant relationship as to persons living in their own vehicles, and you state you signed an agreement acknowledging and agreeing to the law. To the extent the goal of this litigation is to change the statutory scheme, that is a legislative – not judicial – function.

Please let us know if you will agree to dismiss the complaint. If you would like additional time to respond to our meet and confer or plan to amend your complaint, please let us know so we can work out an extension of time as to our response deadline with you. Otherwise, we will file our demurrer.

Thank you very much,

Zuzana Ikels



CITY AND COUNTY OF SAN FRANCISCO

DAVID CHIU
City Attorney

OFFICE OF THE CITY ATTORNEY

ZUZANA S. IKELS
Deputy City Attorney

Direct Dial: (415) 355-3307
Email: Zuzana.Ikels@sfcityatty.org

February 20, 2024

Ramona Mayon
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132

Re: *Ramona Mayon v. Mayor London Breed, et al.*
San Francisco Superior Court Case No. CGC-24-611907

Dear Ms. Mayon,

My name is Zuzana Ikels and I am Deputy City Attorney for City and County of San Francisco. I am writing to meet and confer with you about the complaint filed against the City, Mayor London Breed, and Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and County of San Francisco, which I will collectively refer to as the "City Defendants". The complaint also has sued "Real Parties in Interest." For the avoidance of doubt, we do not represent the Real Parties in Interest.

Before I discuss the legal issues with the Complaint, I read in the complaint that you have been diagnosed with cancer. I wanted to express my sympathy and offer my sincere wishes for a serene and speedy recovery.

The Complaint asserts two claims, negligence and deceit. Neither claim is cognizable against the City Defendants. California law requires that before suing a public entity for money, such as San Francisco, a plaintiff must comply with the Tort Claims Act by first submitting a proper government claim and timely filing suit. (Gov. Code § 905, et seq.) Here, the Complaint is barred by Government Code section 910 because the allegations and claims were not adequately described in an administrative claim, and that the prerequisite administrative claim was not timely (Gov.Code, § 911.2). First, we have only one government claim on file, which was submitted three years ago. It pertains to a dispute with individual residents near the Great Highway. Because it was not involved in the underlying facts, San Francisco provided written notification of its denial of your government claim on March 26, 2021 and noting you had a six month window to file a lawsuit. We have no record of any other government claim filed or any government claim related to the issues raised in the Complaint.

Second, a municipality cannot be sued for general negligence, negligence per se, or fraud. (See Government Code section 818.8; Eastburn v. Regional Fire Protection Authority (2003) 31 Cal.4th 1175, 1183; *All Angels Preschool/Daycare v. Cnty. of Merced* (2011) 197 Cal. App. 4th 394, 400.) To the extent the complaint is taking issue with San Francisco's homeless services, the City Defendants have absolute immunity from liability under Government Code sections 815.2 and 820.2. Subdivision (b) of section 815.2 states: "(b) Except as otherwise provided by statute, a public entity is not liable for an injury resulting from an act or omission of an employee of the public entity where the employee is immune from liability." Section 820.2 provides: "Except as otherwise provided by statute, a public employee is not liable for an injury resulting

from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether or not such discretion be abused."

Finally, as acknowledged in the Complaint, the law does not recognize a landlord-tenant relationship as to persons living in their own vehicles, and you state you signed an agreement acknowledging and agreeing to the law. To the extent the goal of this litigation is to change the statutory scheme, that is a legislative – not judicial – function.

Please let us know if you will agree to dismiss the complaint. If you would like additional time to respond to our meet and confer or plan to amend your complaint, please let us know so we can work out an extension of time as to our response deadline with you. Otherwise, we will file our demurrer.

Thank you very much,

Very truly yours,

DAVID CHIU
City Attorney

ZUZANA S. IKELS
Deputy City Attorney

## Ikels, Zuzana (CAT)

**From:** Ikels, Zuzana (CAT)
**Sent:** Tuesday, February 27, 2024 10:32 AM
**To:** 'Ramona Mayon'
**Subject:** RE: Meet-and-Confer

Dear Romana,

Thank you for clarifying the lawsuit. Pursuant to fundamental "core power" principles, the judiciary has "no power to rewrite the statute so as to make it confirm to a presumed [or unpresumed] intention which is not expressed." Courts are "limited to interpreting the statute, and such interpretation must be based on the language use." *People v. Pacific Guano Co.* (1942) 55 Cal.App.2d 845, 849. term "tenant" does not include people living in their own cars. The term landlord requires rent payments. The term "residential dwelling unit" is defined as a building structure for an exclusive residence. "Such a pretended construction would not be construction at all but would be legislation." *Id.* "Courts have no power to legislate." *Id.* The judiciary also cannot reallocate the City budget or order taxpayer dollars be used to build workshop structures for, or issue gift cards to, unhoused individuals. *Max Factor & Co. v. Kunsman*, 5Cal.2d 446, 454.

To change a statute, the remedy is the democratic process, such as contacting your legislative representative. To the extent you would like to change how the City's budget is allocated, it is also through the democratic process, such as propositions and contacting your Supervisor. As you have also noted, there are also federal, state and local agencies that can help address particular concerns, depending on financial and regulatory constraints.

On a personal note, I wish you a healthy and speedy recovery.

Warmly,
Zuzana

---

**From:** Ramona Mayon <ramonamayon@yahoo.com>
**Sent:** Monday, February 26, 2024 7:06 PM
**To:** Ikels, Zuzana (CAT) <Zuzana.Ikels@sfcityatty.org>
**Subject:** Re: Meet-and-Confer

I want to change how the rules are made at safe parking sites in California (well, the 9th circuit, actually). The Real Parties have exceeded their authority by about a hundred miles and squandered the taxpayer's money meant to make it safe, dignified, livable.

Thank you for asking,
Ramona Mayon

On Monday, February 26, 2024 at 06:50:01 PM PST, Ikels, Zuzana (CAT) <zuzana.ikels@sfcityatty.org> wrote:

Ok, thanks for letting me know. Because no government claim was filed, the case is subject to dismissal.

What are you trying to achieve from the lawsuit? It's not clear to me.

Best,

Zuzana

---

**From:** Ramona Mayon <ramonamayon@yahoo.com>
**Sent:** Monday, February 26, 2024 6:28 PM
**To:** Ikels, Zuzana (CAT) <Zuzana.Ikels@sfcityatty.org>
**Subject:** Re: Meet-and-Confer

What a quick response. Thank you while it's fresh on my mind!

No, I don't want to dismiss. It's such an interesting question. I think it would (eventually) solve a ton of problems if WIC 8255 is ruled the controlling law. It does, after all, refer to tenant or tenancy 13 times. I'm not just pulling something out the air. I don't feel like I am wasting either of our resources since it seems to pertain entirely to the foundation of what IS a safe parking site.

Even could be considered an economical question. I do remember seeing in the Contract requirements the City signs with shelter providers it let's you sue the subcontractors for breaking the rules.

As for the HSH-as-landlord question, we each signed said agreement which allows us a license number to be here, under SFPD code 97-98. So there's sufferance for us to BE here on-site. As for "rent" I would argue that comes in the form of monies from Prop C taxes, the general fund, as well being part of the federally-required Coordinated Entry. And then there's the COVID-19 relief funds. Oh my goodness. Makes my head spin.

I do recognize the novelty of what I am saying, but I didn't write these laws. The legislature did. I am merely asking for a declaratory statement, which one or the other of us will appeal. It really is a fascinating question.

Respectfully,
Ramona Mayon

On Monday, February 26, 2024 at 05:47:13 PM PST, Ikels, Zuzana (CAT) <zuzana.ikels@sfcityatty.org> wrote:

Hi Ramona,

Thanks for your response. I represent the Defendants Mayor London Breed, Shireen McSpadden and the City and County of San Francisco. We don’t represent the third parties.

Just to make sure I understand, given you haven’t submitted a government claim and will be submitting a government claim some time in the future, will you be dismissing the complaint? This will ensure we don’t have to file our demurrer, and then the City will not seek its costs/fees from you.

As for the “tenant” issue, have you had a chance to review the legal definition of “tenant”? It applies only to “residential dwelling units,” buildings, payment of rent, landlords and housing.

Under the Administrative Code of San Francisco, which you cite, it states: "Tenant shall have the meaning set forth in Administrative Code Section 37.2."

Under Section 37.2, it defines a tenant, at sub-section (t) as: "Tenant. A person entitled by written or oral agreement, sub-tenancy approved by the landlord, or by sufferance, to occupy a **residential dwelling unit** **to the exclusion of others**."

At sub-section (h), Landlord is defined as "An owner, lessor, sublessor, **who receives or is entitled to receive rent** for the use and occupancy of any residential rental unit or portion thereof in the City and County of San Francisco, and the agent, representative or successor of any of the foregoing."

None of the definitions apply to the safe parking site or the fact pattern in the case.

All the best,

Zuzana

---

**From:** Ramona Mayon <ramonamayon@yahoo.com>
**Sent:** Monday, February 26, 2024 4:35 PM
**To:** Ikels, Zuzana (CAT) <Zuzana.Ikels@sfcityatty.org>
**Subject:** Meet-and-Confer

Nice to meet you.

Forgive my delay in answering. There were HUD inspectors re. ADA violations out to see us on Feb 16 and I've been waiting to see the results of that. Not my own complaint, but another person out here.

Allow me to go point-by-point through your email.

A) I understand that you only represent the Dept of Homelessness. Do the Real Parties even get input?

B) Thank you.  Part of the life journey.

C) This isn't a tort action.  The grievance-then-admin claim process, I know about.  I am still here at the VTC.  Every single day in this hellscape is an ongoing violation of my civil rights. I can't really see any point of me bringing it in as a tort action until it's over.  Until I leave.  If I leave.  But you are right, I need to quit putting it off.  This week I will submit required grievances to the subcontractors, then HSH, wait the 45 days, then send you a list of laws I believe broken. Requirement if I want to discuss in federal court.  No prior admin claim needed there unless one wishes to discuss the violation of said State laws.  Which I do.

D) There is no discretion to include a falsehood into HSH's agreement's first paragraph. That's a conspiracy to deny a group of people their rights because WIC 8255 clearly states people in navigation centers are tenants.

E) Gov Code 814 doesn't affect the right to obtain relief other than money or damages.

Again, nice to meet you.

Sincerely,

Ramona Mayon

**Ikels, Zuzana (CAT)**

**From:** Ramona Mayon <ramonamayon@yahoo.com>
**Sent:** Wednesday, March 27, 2024 4:43 PM
**To:** Ikels, Zuzana (CAT)
**Subject:** Re: Demurrer - Mayon v. CCSF

Throwing this in the mix. Quite long at 8000+ words. Trying to explain the depth of my anger, I think the Reporter does it better, oddly.

-R

https://localnewsmatters.org/2023/05/02/nomad-in-a-settled-city-tales-of-a-traveller/

On Tuesday, March 26, 2024 at 03:46:03 PM PDT, Ramona Mayon <ramonamayon@yahoo.com> wrote:

Yes, that's fine.

-R

On Tuesday, March 26, 2024 at 02:52:07 PM PDT, Ikels, Zuzana (CAT) <zuzana.ikels@sfcityatty.org> wrote:

How about tomorrow at 10:00 a.m.? I will call your number.

---

**From:** Ramona Mayon <ramonamayon@yahoo.com>
**Sent:** Tuesday, March 26, 2024 2:33 PM
**To:** Ikels, Zuzana (CAT) <Zuzana.Ikels@sfcityatty.org>
**Subject:** Re: Demurrer - Mayon v. CCSF

Hi Zuzana,

Thank you for letting me know. The number is #415-595-6308. I am available any morning. Just tell me a day and time that is good for you.

Sincerely,

Ramona Mayon

On Tuesday, March 26, 2024 at 02:07:56 PM PDT, Ikels, Zuzana (CAT) <zuzana.ikels@sfcityatty.org> wrote:

Dear Ms. Mayon,

The Court has rescheduled the hearing on a demurrer to April 24, 2024 at 9:30 p.m. and ordered us to confer by telephone, rather than by email, per the rules of court. Could you let me know when you can speak by phone and the proper phone number?

Thank you,

Zuzana

---

**From:** Ikels, Zuzana (CAT)
**Sent:** Monday, March 4, 2024 10:16 AM
**To:** 'Ramona Mayon' <ramonamayon@yahoo.com>
**Cc:** Adams, Kassy (CAT) <Kassy.Adams@sfcityatty.org>
**Subject:** Demurrer - Mayon v. CCSF

Dear Ms. Mayon,

Attached is an electronic copy of the demurrer to the complaint we served by mail.

Thank you,

Zuzana

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
Fox Plaza
1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

| | |
|---|---|
| RAMONA MAYON,<br><br>Plaintiff,<br><br>vs.<br><br>MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,<br><br>Defendants. | Case No. CGC-24-611907<br><br>**DEFENDANTS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF AMENDED DEMURRER**<br><br>Hearing Date: May 29, 2024<br>Time: 9:30 a.m.<br>Place: Dept. 302<br><br>Date Action Filed: January 26, 2024<br>Trial Date: Not Set. |

Defendants request the Court take judicial notice of Plaintiff's Government Claims presented to the City and County of San Francisco, the copies of which is attached as Exhibits A and B to the accompanying Declaration of Zuzana Ikels authenticating such documents. The documents attached to the declaration are the following:

| **Exhibit** | **Description** |
|---|---|
| **A** | Claim No. 21-01418 of Ramona Mayon (Filed March 4, 2021) and the City's Denial of the Claim (March 26, 2021) |
| **B** | Claim No. 23-01319 of Ramona Mayon (Filed February 7, 2023) regarding an incident a year prior, on February 9, 2022, and the City's Denial of the Claim (February 28, 2023) |

Judicial notice may be taken of a plaintiff's presentation of a government claim and its date and contents, for purposes of ruling on compliance with claim presentation requirements. (*Gong v. City of Rosemead* (2014) 226 Cal.App.4th 363, 368 fn. 1, 376.) The document is also not "reasonably subject to dispute" and is "capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy." (Evid. Code § 452(h).) "A court may take judicial notice of something that cannot reasonably be controverted, even if it negates an express allegation of the pleading." (*Poseidon Development, Inc. v. Woodland Lane Estates, LLC* (2007) 152 Cal.App.4th 1106, 1117, as modified (July 24, 2007); *see also* C.C.P. § 430.30(a). The date and existence of claim submission, the denial of the claim for failure to articulate a cause of action, is an official record and also admissible, under Evidence Code Section 1280.

Dated: April 24, 2024

DAVID CHIU
City Attorney
ZUZANA S. IKELS
Deputy City Attorney

By: */s/ Zuzana S. Ikels*
ZUZANA S. IKELS
Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN, AND CITY
AND COUNTY OF SAN FRANCISCO

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
Fox Plaza
1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

| | |
|---|---|
| RAMONA MAYON,<br><br>Plaintiff,<br><br>vs.<br><br>MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,<br><br>Defendants. | Case No. CGC-24-611907<br><br>**DEFENDANTS' REPLY BRIEF AND NOTICE OF NON-OPPOSITION TO AMENDED DEMURRER TO COMPLAINT**<br><br>Hearing Date: May 29, 2024<br>Time: 9:30 a.m.<br>Place: Dept. 302<br><br>Date Action Filed: January 26, 2024<br>Trial Date: Not Set. |

Defendants Mayor London Breed, Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and City and County of San Francisco (the "City Defendants") hereby informs this Court that Defendants filed and served, by email and U.S. mail, their Amended Demurrer to Plaintiff's Complaint, on April 24, 2024. A true and correct copy of the email, confirming receipt by

Plaintiff Ramona Mayon, is attached hereto as **Exhibit A**. Defendants were not served an Opposition by Plaintiff Ramona Mayon to Defendant's Amended Demurrer. Plaintiff's Opposition was due, at the latest, on May 15, 2024. The Court's Docket also reflects that no Opposition was filed with the Court. Because Plaintiff has failed to file any opposition to the Demurrer, the City Defendants move this Court for an order sustaining its Demurrer to Plaintiff's Complaint, for the reasons set forth in the City Defendants' moving papers, without leave to amend and for other such relief as the court deems proper.

Dated: May 21, 2024

DAVID CHIU
City Attorney
JENNIFER E. CHOI
Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: */s/ Zuzana S. Ikels*
ZUZANA S. IKELS

Attorneys for Defendant(s)
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN

**PROOF OF SERVICE**

I, KASSY ADAMS, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On May 21, 2024, I served the following document(s):

**DEFENDANTS' REPLY BRIEF AND NOTICE OF NO OPPOSITION FILED TO AMENDED DEMURRER TO COMPLAINT**

on the following persons at the locations specified:

Ramona Mayon
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308

Plaintiff in Pro Per

in the manner indicated below:

☒ **BY UNITED STATES MAIL**: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

☒ **BY ELECTRONIC MAIL:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be served electronically through File & ServeXpress in portable document format ("PDF") Adobe Acrobat.

☒ **BY ELECTRONIC MAIL:** I caused a copy of such document to be transmitted *via* electronic mail in portable document format ("PDF") Adobe Acrobat from the electronic address: kassy.adams@sfcityatty.org.

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

Executed May 21, 2024, at San Francisco, California.

KASSY ADAMS

# EXHIBIT A

## Ikels, Zuzana (CAT)

**From:** Ramona Mayon <ramonamayon@yahoo.com>
**Sent:** Friday, April 26, 2024 11:26 AM
**To:** Ikels, Zuzana (CAT)
**Cc:** Adams, Kassy (CAT)
**Subject:** Re: Mayon v CCSF

Thank you. Yes, that's fine.

-R

On Friday, April 26, 2024 at 10:11:05 AM PDT, Ikels, Zuzana (CAT) <zuzana.ikels@sfcityatty.org> wrote:

Dear Ramona,

Attached is a courtesy copy of the demurrer we filed on April 24, 2024. We served you also by mail. Normally, both sides agree to service by email. Could we do that here, including you emailing the opposition you file?

Thank you and have a nice weekend.

Best,

Zuzana

Zuzana S. Ikels

Deputy City Attorney

Office of City Attorney David Chiu

(415) 355-3307

www.sfcityattorney.org

#14

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
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1390 Market Street, Sixth Floor
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Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

**ORDER SUSTAINING DEFENDANTS' AMENDED DEMURRER TO COMPLAINT**

Hearing Date: May 29, 2024
Time: 9:30 a.m.
Place: Dept. 302

Date Action Filed: January 26, 2024
Trial Date: Not Set.

DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN, CITY AND COUNTY OF SAN FRANCISCO'S DEMURRER to COMPLAINT, Defendants' amended demurrer to plaintiff's complaint is sustained with leave to amend. This demurrer was filed April 24, 2024. Plaintiff filed no opposition to this demurrer.

Dated: 5/29/24

JUDGE OF THE SUPERIOR COURT

RICHARD ULMER

CGC-24-611907

RAMONA MAYON VS. LONDON BREED ET AL

# MINI MINUTES FOR MAY-29-2024 09:30 AM fo

Hearing re: DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN, CITY AND COUNTY OF SAN FRANCISCO'S DEMURRER TO COMPLAINT.

No appearances made in this matter. The Court adopts its tentative ruling as follows:

Defendants' amended demurrer to plaintiff's complaint is sustained with leave to amend. This demurrer was filed April 24, 2024. Plaintiff filed no opposition to this demurrer.

Order signed.

Judge: Richard B. Ulmer. Clerk: Jacqueline Alameda. Not Reported. Deputy: Not Present. (302/RBU)

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
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Attorneys for Defendant
MAYOR LONDON BREED and
DIRECTOR SHIREEN MCSPADDEN



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

| | |
|---|---|
| RAMONA MAYON,<br><br>Plaintiff,<br><br>vs.<br><br>MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,<br><br>Defendants. | Case No. CGC-24-611907<br><br>**DEFENDANTS MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN AND CITY AND COUNTY OF SAN FRANCISCO'S *EX PARTE* APPLICATION AND MEMORANDUM IN SUPPORT OF DISMISSAL OF PLAINTIFF'S COMPLAINT AND ENTRY OF JUDGMENT**<br><br>Hearing Date: July 11, 2024<br>Time: 11:00 a.m.<br>Place: Dept 302<br><br>Date Action Filed: January 26, 2024<br>Trial Date: Not Set. |

Defendants MAYOR LONDON BREED, DIRECTOR SHIREEN MCSAPPDEN and DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO ("City Defendants") hereby apply *ex parte* for dismissal of Plaintiff's complaint with

prejudice, and entry of judgment in the Defendants' favor, pursuant to CRC 3.1320(h) and Cal. Code Civ. Pro. § 581(f)(2). This application is supported by the memorandum, set forth below, and the Declaration of Zuzana S. Ikels In Support Of Defendants' Ex Parte Application for Dismissal ("Ikels Declaration").

**MEMORANDUM IN SUPPORT OF DISMISSAL**

Plaintiff Ramona Mayon is representing herself in pro per in this action. She filed her Complaint in January 2024, and served the summons on the Mayor and the City as defendants, on January 30, 2024. She did not serve defendant Ms. McSpadden. On February 29, 2024, the City Defendants filed a demurrer to the complaint. (Ikels Decl., at ¶¶ 3-4.) On March 13, 2024, Plaintiff filed an opposition, and on March 20, 2024 Defendants filed their reply. The Court issued a tentative ruling, taking the hearing off calendar, and required plaintiff to respond to Defendant's meet and confer requests, in person or by phone, rather than email. The City Defendants were ordered to file an amended pleading 30 days thereafter. (*Id.* ¶ 5.) Following the meet and confer, on April 24, 2024, the City Defendants filed and served their Amended Demurer. (*Id.* ¶ 6.) Plaintiff did not file an opposition to the demurrer, and the City Defendants filed and served, on Plaintiff, the notice of Plaintiff's non-opposition. (*Id.*).

On May 29, 2024, the Court sustained Defendants' amended demurrer, giving Plaintiff leave to amend her Complaint within ten days. (Ikels Decl. ¶ 7, Exh. A.) Defendants filed and served Plaintiff with the Notice of Entry of the May 29 Order. (Ikels Decl. ¶ 8, Exh. B.) Pursuant to California Rules of Court, Rule 3.1320(g), Plaintiff, thereafter, had ten days to file an amended complaint, following service of the Notice of Entry of Order. Specifically, sub-section (g) of Rule 3.1320, states, "Following a ruling on a demurrer, unless otherwise ordered, leave to answer or amend within 10 days is deemed granted…." Ms. Mayon's deadline to file her amended pleading, therefore, expired on June 15, 2024 at the very latest. Plaintiff did not file an amended complaint or contacted the City Defendants, indicating she plans to amend or pursue this litigation. (Ikels Decl., at ¶¶ 8-10.)

Under sub-part (h) of Rule 3.1320, a party should file a "motion to dismiss the entire action and for entry of judgment after expiration of the time to amend following the sustaining of a demurrer may be made by *ex parte* application to the court under Code of Civil Procedure section 581(f)(2).".

Code of Civil Procedure Section 581(f)(2) authorizes the Court to dismiss the action, where a party does not file an amended pleading "after a demurrer to the complaint is sustained with leave to amend, the plaintiff fails to amend it within the time allowed by the court and either party moves for dismissal."

Accordingly, because the time to file an amended pleading passed over three weeks ago, and Plaintiff has abandoned this lawsuit, the City Defendants respectfully request the Court dismiss the entire action against all defendants. The court should dismiss the complaint with prejudice and enter judgment in favor of Defendants, pursuant to the Rules of Court, Rule 3.1320 and Code of Civil Procedure, Section 581(f)(2).

Dated: July 10, 2024

DAVID CHIU
City Attorney
JENNIFER E. CHOI
Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: */s/ Zuzana S. Ikels*
ZUZANA S. IKELS

Attorneys for Defendant(s)
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN
CITY AND COUNTY OF SAN FRANCISCO

**PROOF OF SERVICE**

I, KASSY ADAMS, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On July 10, 2024, I served the following document(s):

**DEFENDANTS MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN AND CITY AND COUNTY OF SAN FRANCISCO'S *EX PARTE* APPLICATION AND MEMORANDUM IN SUPPORT OF DISMISSAL OF PLAINTIFF'S COMPLAINT AND ENTRY OF JUDGMENT**

**DECLARATION OF ZUZANA S. IKELS IN SUPPORT OF DEFENDANTS' *EX PARTE* APPLICATION AND MEMORANDUM IN SUPPORT OF DISMISSAL OF PLAINTIFF'S COMPLAINT AND ENTRY OF JUDGMENT**

**[PROPOSED] ORDER AND JUDGMENT DISMISSING COMPLAINT AND ACTION, IN ITS ENTIRETY, AS TO DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN, DEPT OF HOMELESSNESS SUPPORTIVE HOUSING, AND CITY AND COUNTY OF SAN FRANCISCO**

on the following persons at the locations specified:

Ramona Mayon
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308

Plaintiff in Pro Per

in the manner indicated below:

☒ **BY ELECTRONIC MAIL:** I caused a copy of such document to be transmitted *via* electronic mail in portable document format ("PDF") Adobe Acrobat from the electronic address: kassy.adams@sfcityatty.org.

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

Executed July 10, 2024, at San Francisco, California.

KASSY ADAMS

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
Fox Plaza
1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendant
MAYOR LONDON BREED and
DIRECTOR SHIREEN MCSPADDEN



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

| | |
|---|---|
| RAMONA MAYON,<br><br>Plaintiff,<br><br>vs.<br><br>MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,<br><br>Defendants. | Case No. CGC-24-611907<br><br>**DECLARATION OF ZUZANA S. IKELS IN SUPPORT OF DEFENDANTS' *EX PARTE* APPLICATION AND MEMORANDUM IN SUPPORT OF DISMISSAL OF PLAINTIFF'S COMPLAINT AND ENTRY OF JUDGMENT**<br><br>Hearing Date: July 11, 2024<br>Time: 11:00 a.m.<br>Place: Dept 302<br><br>Date Action Filed: January 26, 2024<br>Trial Date: Not Set. |

I, ZUZANA S. IKELS, declare as follows:

1. I am a Deputy City Attorney for the City and County of San Francisco. I am counsel of record for Defendants Mayor London Breed And Director Shireen McSpadden of Dept Of Homelessness and Supportive Housing Of City and County Of San Francisco (collectively, the "City Defendants") in this action. I am admitted to practice law in California and to appear before this

Court. I have personal knowledge of the facts in this declaration, and if called upon to testify, I could and would testify truthfully to the facts contained herein.

2. This is the first time the City Defendants have made an *ex parte* application in this matter.

3. Plaintiff Ramona Mayon is representing herself in pro per in this action. She filed her Complaint on January 26, 2024, and served the summons on the Mayor and the City, albeit not on Ms. McSpadden, on January 30, 2024. Plaintiff indicated that she mailed a copy of the Complaint on Director McSpadden, but there is no record of personal service or basis for substitution service by U.S. Mail.

4. In order to meet and confer before filing the demurrer for failure to state a claim upon which relief can be granted and failure to comply with the Government Claims Act, which is set forth in my declarations in support of the demurrers filed with the Court, on February 16, 2023, I called Ms. Mayon at the number listed on the pleadings, which was disconnected, and then emailed her at the email address listed in the pleadings. On February 20, 2024, I also sent a letter to Ms. Mayon's address provided on the pleadings. Ms. Mayon responded on February 26, 2024 by email, responding to the meet and confer communications in writing.

5. The City filed a Demurrer to the Complaint, Ms. Mayon filed an Opposition, and the City filed a Reply Brief. On March 26, 2024, the Court issued a tentative ruling taking the motion off calendar, and ordering Plaintiff to engage in a meet and confer by phone or in person, and holding the City Defendants should file an amended responsive pleading, thereafter, by April 24, 2024. On the same day, I wrote to Ms. Mayon and the next day, March 27, 2024, Ms. Mayon and I spoke for nearly two hours discussing the arguments in the demurrer, the opposition, and the reply.

6. On April 24, 2024, the City Defendants filed and served, by email and U.S. mail, their Amended Demurrer to Plaintiff's Complaint. Plaintiff did not file or serve an Opposition, which was due on May 15, 2024. The Court's Docket also reflects that no Opposition was filed with the Court. We then filed a statement of non-opposition with the Court.

7. Attached as **Exhibit A** is a true and correct copy of the Court's May 29, 2024 Order sustaining the City Defendants' Demurrer with leave to amend (the "Order Sustaining Demurrer").

8. Attached hereto as **Exhibit B** is a true and correct copy of City Defendants' Notice of Entry of Order, attaching the Order Sustaining Demurrer, served on Plaintiff and filed with the Court on May 30, 2024 .

9. Plaintiff failed to file an amended complaint before the expiration of the 10 days, as set forth in the Rules of Court, Rule 3.1320(g), which would have been, at the latest, June 15, 2024.

10. As of the date of this declaration, which is more than a month and a half since the Court sustained the demurrer, Plaintiff has still not filed or served an amended complaint. There is no indication that Plaintiff filed an amended complaint, based upon my review of the Court's Docket. Likewise, I have not received any communications or service from Plaintiff of an amended pleading, or plan to file an amended pleading. My office has not been served with any amended pleading.

11. Within the applicable time under rule 3.1203, I informed the opposing party that I would be making an *ex parte* application for dismissal of the action and entry of judgment. Specifically, on Wednesday, July 10, 2024, at 9:00 a.m., I called and emailed Ms. Mayon, notifying her that I would be seeking dismissal of Plaintiff's Complaint and entry of judgment through an *ex parte* application on July 11, 2024 at 11:00 a.m. in Department 302. A true and correct copy of my email is attached as **Exhibit C**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed July 10, 2024 at San Francisco, California.

ZUZANA S. IKELS

# Exhibit A

#14

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
Fox Plaza
1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO

FILED
Superior Court of California
County of San Francisco
MAY 29 2024
CLERK OF THE SUPERIOR COURT
By Victor Pa Pineda
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

**ORDER SUSTAINING DEFENDANTS' AMENDED DEMURRER TO COMPLAINT**

| | |
|---|---|
| Hearing Date: | May 29, 2024 |
| Time: | 9:30 a.m. |
| Place: | Dept. 302 |
| Date Action Filed: | January 26, 2024 |
| Trial Date: | Not Set. |

DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN, CITY AND COUNTY OF SAN FRANCISCO'S DEMURRER to COMPLAINT, Defendants' amended demurrer to plaintiff's complaint is sustained with leave to amend. This demurrer was filed April 24, 2024. Plaintiff filed no opposition to this demurrer.

Dated: 5/29/24

JUDGE OF THE SUPERIOR COURT

RICHARD ULMER

# Exhibit B

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
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1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
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Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendant
MAYOR LONDON BREED and
DIRECTOR SHIREEN MCSPADDEN



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

**NOTICE OF ENTRY OF ORDER**

Date Action Filed: January 26, 2024
Trial Date: Not Set.

On May 29, 2024, the Honorable Richard Ulmer, Judge of the Superior Court, executed the Order Sustaining Defendants' Amended Demurrer to Complaint. The Order was filed with the Court on May 29, 2024.

A true and correct copy of that Order is attached hereto as Exhibit A.

Dated: May 30, 2024

DAVID CHIU
City Attorney
JENNIFER E. CHOI
Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: */s/ Zuzana S. Ikels*
ZUZANA S. IKELS

Attorneys for Defendant(s)
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN

**PROOF OF SERVICE**

I, KASSY ADAMS, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On May 30, 2024, I served the following document(s):

**NOTICE OF ENTRY OF ORDER**

on the following persons at the locations specified:

Ramona Mayon
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308

Plaintiff in Pro Per

in the manner indicated below:

☒ **BY UNITED STATES MAIL**: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

☒ **BY ELECTRONIC MAIL:** I caused a copy of such document to be transmitted *via* electronic mail in portable document format ("PDF") Adobe Acrobat from the electronic address: kassy.adams@sfcityatty.org.

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

Executed May 30, 2024, at San Francisco, California.

KASSY ADAMS

# EXHIBIT A

#14

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
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Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO

FILED
Superior Court of California
County of San Francisco
MAY 29 2024
CLERK OF THE SUPERIOR COURT
By Victor Pa Pineda
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

**ORDER SUSTAINING DEFENDANTS' AMENDED DEMURRER TO COMPLAINT**

| | |
|---|---|
| Hearing Date: | May 29, 2024 |
| Time: | 9:30 a.m. |
| Place: | Dept. 302 |
| Date Action Filed: | January 26, 2024 |
| Trial Date: | Not Set. |

DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN, CITY AND COUNTY OF SAN FRANCISCO'S DEMURRER to COMPLAINT, Defendants' amended demurrer to plaintiff's complaint is sustained with leave to amend. This demurrer was filed April 24, 2024. Plaintiff filed no opposition to this demurrer.

Dated: 5/29/24

JUDGE OF THE SUPERIOR COURT

RICHARD ULMER

# Exhibit C

**From:** Ikels, Zuzana (CAT)
**To:** "Ramona Mayon"
**Cc:** Adams, Kassy (CAT)
**Subject:** Mayon v. Breed/CCSF et al
**Date:** Wednesday, July 10, 2024 9:05:09 AM
**Attachments:** image003.png

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Dear Ms. Mayon,

As you know, the Court sustained our demurrer to the complaint. No opposition was filed to our demurrer, moreover. The deadline to file an amended complaint by plaintiff expired on June 15, 2024 and I understand, based on the record, the case is over.

Accordingly, we will file an ex parte application to dismiss the action, pursuant Rule of Court, Rule 3.1320 and C.C.P. Section 581. The hearing will be at 11:00 a.m. in Department 302 for tomorrow. Per the Court's requirements, ex parte hearings are by courtcall.

Thank you and have a nice day,
Zuzana

Zuzana S. Ikels
Deputy City Attorney
Office of City Attorney David Chiu
(415) 355-3307
www.sfcityattorney.org

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
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Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendants MAYOR LONDON BREED, CITY AND COUNTY OF SAN FRANCISCO, AND DIRECTOR SHIREEN MCSPADDEN



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

**DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN AND CITY AND COUNTY OF SAN FRANCISCO'S NOTICE OF MOTION AND MOTION TO DISMISS PLAINTIFF'S COMPLAINT FOR FAILURE TO AMEND; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DISMISSAL OF PLAINTIFF'S COMPLAINT AND ENTRY OF JUDGMENT**

Hearing Date: August 20, 2024
Time: 9:30 a.m.
Place: Dept. 302

Date Action Filed: January 26, 2024
Trial Date: Not Set.

TO PLAINTIFF IN PRO PER:

PLEASE TAKE NOTICE that on August 20, 2024 at 9:30 a.m. in Department 302 of the above-entitled court located at 400 McAllister Street, San Francisco, California, Defendants MAYOR

LONDON BREED, DIRECTOR SHIREEN MCSAPPDEN and DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO AND THE CITY AND COUNTY OF SAN FRANCISCO ("City Defendants") will and hereby do move for dismissal of Plaintiff's complaint with prejudice, and entry of judgment in the Defendants' favor, because the deadline to file an amended complaint following the Court's Order sustaining the demurrer has expired over 45 days ago, subjecting the case to automatic dismissal, pursuant to CRC 3.1320(h) and Cal. Code Civ. Pro. § 581(f)(2). This motion is supported by the memorandum, set forth below, and the Declaration of Zuzana S. Ikels In Support Of Defendants' Motion to Dismiss ("Ikels Declaration").

Dated: July 24, 2024

DAVID CHIU
City Attorney
JENNIFER E. CHOI
Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: */s/ Zuzana S. Ikels*
ZUZANA S. IKELS

Attorneys for Defendants
MAYOR LONDON BREED, CITY AND COUNTY OF SAN FRANCISCO, AND DIRECTOR SHIREEN MCSPADDEN

## MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DISMISSAL

Code of Civil Procedure Section 581(f)(2) authorizes the Court to dismiss the action, where a party does not file an amended pleading "after a demurrer to the complaint is sustained with leave to amend, the plaintiff fails to amend it within the time allowed by the court and either party moves for dismissal." Defendants move to dismiss this action because Plaintiff Ramona Mayon has not filed an amended complaint following the Court sustaining the demurrer, and the time to do so passed over six weeks ago. Because the deadline to amend the complaint expired nearly two months ago, and Plaintiff has effectively abandoned this lawsuit, this action should be dismissed with prejudice.

## BACKGROUND

Ms. Mayon is representing herself in pro per in this action. She filed her Complaint in January 2024, and served the summons on the Mayor and the City as defendants, on January 30, 2024. She did not serve defendant Ms. McSpadden. On February 29, 2024, the City Defendants filed a demurrer to the complaint. (Ikels Decl., at ¶¶ 3-4.) On March 13, 2024, Plaintiff filed an opposition, and on March 20, 2024 Defendants filed their reply. The Court issued a tentative ruling, taking the hearing off calendar, and required plaintiff to respond to Defendant's meet and confer requests, in person or by phone, rather than email. The City Defendants were ordered to file an amended pleading 30 days thereafter. (Id. ¶ 5.)

Following the two hour meet and confer, on April 24, 2024, the City Defendants filed and served their Amended Demurer. (Id. ¶ 6.) Plaintiff did not file an opposition to the demurrer, and the City Defendants filed and served the notice of Plaintiff's non-opposition. (Id.). On May 29, 2024, the Court sustained Defendants' amended demurrer, giving Plaintiff leave to amend her Complaint within ten days. (Ikels Decl. ¶ 7, Exh. A.) Defendants filed and served Plaintiff with the Notice of Entry of the May 29 Order. (Ikels Decl. ¶ 8, Exh. B.) Plaintiff never filed an amended complaint. In mid-July 2024, Defendants notified Plaintiff they would seek to dismiss the action, and then filed and served an ex parte application to dismiss, pursuant to California Rules of Court, Rule 3.1320(g). Plaintiff indicated she was not planning to amend the complaint, did not file an opposition, and did not appear at the hearing. (*Id.* ¶¶ 9-11, Exh. C.) At the July 11, 2024 hearing on the application to dismiss, the Court ordered Defendants to file a formal noticed motion. (*Id.* ¶ 12.)

## ARGUMENT

Code of Civil Procedure Section 581(f)(2) authorizes the Court to dismiss the action, where a party does not file an amended pleading "after a demurrer to the complaint is sustained with leave to amend, the plaintiff fails to amend it within the time allowed by the court and either party moves for dismissal." Sub-section (g) of Rule 3.1320, California Rules of Court, states, "[f]ollowing a ruling on a demurrer, unless otherwise ordered, leave to answer or amend within 10 days is deemed granted…." Under sub-part (h) of Rule 3.1320, a "motion to dismiss the entire action and for entry of judgment after expiration of the time to amend following the sustaining of a demurrer may be made by *ex parte* application to the court under Code of Civil Procedure section 581(f)(2)" or, as here, formal motion.

Here, the Court's order sustaining the defendants' demurrer occurred in May 2024, the notice of entry of that order which was filed and served on Plaintiff on May 29, 2024. Ms. Mayon had ten days to file an amended complaint, and her deadline to file an amended pleading expired on June 15, 2024 at the latest. (Ikels Decl., at ¶¶ 8-10, Exh. B.)Plaintiff did not file an amended complaint or inform the City Defendants she planned to amend. Rather, Plaintiff acknowledges she has abandoned the lawsuit. (Ikels Decl., at ¶¶ 10-11, Exh. C.)

Accordingly, because the time to file an amended pleading passed over seven weeks ago, the Court should dismiss the entire action against defendants with prejudice, and enter judgment in favor of Defendants, pursuant to the Rules of Court, Rule 3.1320 and Code of Civil Procedure, Section 581(f)(2).

Dated: July 24, 2024

DAVID CHIU
City Attorney
JENNIFER E. CHOI
Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: */s/ Zuzana S. Ikels*
ZUZANA S. IKELS

Attorneys for Defendants
MAYOR LONDON BREED, CITY AND COUNTY OF SAN FRANCISCO, AND DIRECTOR SHIREEN MCSPADDEN

**PROOF OF SERVICE**

I, KASSY ADAMS, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On July 24, 2024, I served the following document(s):

**DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN AND CITY AND COUNTY OF SAN FRANCISCO'S NOTICE OF MOTION AND MOTION TO DISMISS PLAINTIFF'S COMPLAINT FOR FAILURE TO AMEND; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DISMISSAL OF PLAINTIFF'S COMPLAINT AND ENTRY OF JUDGMENT**

**DECLARATION OF ZUZANA S. IKELS IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS PLAINTIFF'S COMPLAINT AND ENTRY OF JUDGMENT**

**[PROPOSED] ORDER AND JUDGMENT DISMISSING COMPLAINT AND ACTION, IN ITS ENTIRETY, AS TO DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN, DEPT OF HOMELESSNESS SUPPORTIVE HOUSING, AND CITY AND COUNTY OF SAN FRANCISCO**

on the following persons at the locations specified:

Ramona Mayon
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308

Plaintiff in Pro Per

in the manner indicated below:

☒ **BY UNITED STATES MAIL**: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

☒ **BY ELECTRONIC MAIL:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be served electronically through File & ServeXpress in portable document format ("PDF") Adobe Acrobat.

☒ **BY ELECTRONIC MAIL:** I caused a copy of such document to be transmitted *via* electronic mail in portable document format ("PDF") Adobe Acrobat from the electronic address: kassy.adams@sfcityatty.org.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct. Executed July 24, 2024, at San Francisco, California.

KASSY ADAMS

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
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Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendant
MAYOR LONDON BREED and
DIRECTOR SHIREEN MCSPADDEN



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

| | |
|---|---|
| RAMONA MAYON,<br><br>Plaintiff,<br><br>vs.<br><br>MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,<br><br>Defendants. | Case No. CGC-24-611907<br><br>**DECLARATION OF ZUZANA S. IKELS IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS PLAINTIFF'S COMPLAINT AND ENTRY OF JUDGMENT**<br><br>Hearing Date: August 20, 2024<br>Time: 9:30 a.m.<br>Place: Dept. 302<br><br>Date Action Filed: January 26, 2024<br>Trial Date: Not Set. |

I, ZUZANA S. IKELS, declare as follows:

1. I am a Deputy City Attorney for the City and County of San Francisco. I am counsel of record for Defendants Mayor London Breed And Director Shireen McSpadden of Dept Of Homelessness and Supportive Housing Of City and County Of San Francisco (collectively, the "City Defendants") in this action. I am admitted to practice law in California and to appear before this

Court. I have personal knowledge of the facts in this declaration, and if called upon to testify, I could and would testify truthfully to the facts contained herein.

2. Plaintiff Ramona Mayon is representing herself in pro per in this action. She filed her Complaint on January 26, 2024, and served the summons on the Mayor and the City, albeit not on Ms. McSpadden, on January 30, 2024. Plaintiff indicated that she mailed a copy of the Complaint on Director McSpadden, but there is no record of personal service or basis for substitution service by U.S. Mail.

3. In order to meet and confer before filing the demurrer for failure to state a claim upon which relief can be granted and failure to comply with the Government Claims Act, which is set forth in my declarations in support of the demurrers filed with the Court, on February 16, 2023, I called Ms. Mayon at the number listed on the pleadings, which was disconnected, and then emailed her at the email address listed in the pleadings. On February 20, 2024, I also sent a letter to Ms. Mayon's address provided on the pleadings. Ms. Mayon responded on February 26, 2024 by email, responding to the meet and confer communications in writing.

4. The City filed a Demurrer to the Complaint, Ms. Mayon filed an Opposition, and the City filed a Reply Brief. On March 26, 2024, the Court issued a tentative ruling taking the motion off calendar, and ordering Plaintiff to engage in a meet and confer by phone or in person, and holding the City Defendants should file an amended responsive pleading, thereafter, by April 24, 2024. On the same day, I wrote to Ms. Mayon and the next day, March 27, 2024, Ms. Mayon and I spoke for nearly two hours discussing the arguments in the demurrer, the opposition, and the reply.

5. On April 24, 2024, the City Defendants filed and served, by email and U.S. mail, their Amended Demurrer to Plaintiff's Complaint. Plaintiff did not file or serve an Opposition, which was due on May 15, 2024. The Court's Docket also reflects that no Opposition was filed with the Court. We then filed a statement of non-opposition with the Court.

6. Attached as **Exhibit A** is a true and correct copy of the Court's May 29, 2024 Order sustaining the City Defendants' Demurrer with leave to amend (the "Order Sustaining Demurrer").

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7. Attached hereto as **Exhibit B** is a true and correct copy of City Defendants' Notice of Entry of Order, attaching the Order Sustaining Demurrer, served on Plaintiff and filed with the Court on May 30, 2024 .

8. Plaintiff did not file an amended complaint before the expiration of the 10 days, as set forth in the Rules of Court, Rule 3.1320(g), which would have been, at the latest, June 15, 2024, nor did she contact me, or anyone at my office, indicating she planned to file an amended pleading.

9. As of the date of this declaration, which is more than a month and a half since the Court sustained the demurrer, Plaintiff has still not filed or served an amended complaint. There is no indication that Plaintiff filed an amended complaint, based upon my review of the Court's Docket. Likewise, I have not received any communications or service from Plaintiff of an amended pleading, or plan to file an amended pleading. My office has not been served with any amended pleading.

10. I informed Ms. Mayon that I would be making an *ex parte* application for dismissal of the action and entry of judgment. Specifically, on Wednesday, July 10, 2024, at 9:00 a.m., I called and emailed Ms. Mayon, notifying her that I would be seeking dismissal of Plaintiff's Complaint and entry of judgment through an *ex parte* application on July 11, 2024 at 11:00 a.m. in Department 302. She wrote back and indicated she would not oppose and did not plan to file an amended pleading or pursue this action. A true and correct copy of our email exchange is attached as **Exhibit C**.

11. At the July 11, 2024 hearing on the application to dismiss, the Court instructed me to file a formal noticed motion, because Plaintiff was a pro per litigant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed July 22, 2024 at San Francisco, California.

ZUZANA S. IKELS

# Exhibit A

#14

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
Fox Plaza
1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO

FILED
Superior Court of California
County of San Francisco
MAY 29 2024
CLERK OF THE SUPERIOR COURT
By Victor Pa Pineda
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

**ORDER SUSTAINING DEFENDANTS' AMENDED DEMURRER TO COMPLAINT**

| | |
|---|---|
| Hearing Date: | May 29, 2024 |
| Time: | 9:30 a.m. |
| Place: | Dept. 302 |
| Date Action Filed: | January 26, 2024 |
| Trial Date: | Not Set. |

DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN, CITY AND COUNTY OF SAN FRANCISCO'S DEMURRER to COMPLAINT, Defendants' amended demurrer to plaintiff's complaint is sustained with leave to amend. This demurrer was filed April 24, 2024. Plaintiff filed no opposition to this demurrer.

Dated: 5/29/24

JUDGE OF THE SUPERIOR COURT

RICHARD ULMER

# Exhibit B

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
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Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendant
MAYOR LONDON BREED and
DIRECTOR SHIREEN MCSPADDEN



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

**NOTICE OF ENTRY OF ORDER**

Date Action Filed: January 26, 2024
Trial Date: Not Set.

On May 29, 2024, the Honorable Richard Ulmer, Judge of the Superior Court, executed the Order Sustaining Defendants' Amended Demurrer to Complaint. The Order was filed with the Court on May 29, 2024.

A true and correct copy of that Order is attached hereto as Exhibit A.

Dated: May 30, 2024

DAVID CHIU
City Attorney
JENNIFER E. CHOI
Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: */s/ Zuzana S. Ikels*
ZUZANA S. IKELS

Attorneys for Defendant(s)
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN

**PROOF OF SERVICE**

I, KASSY ADAMS, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On May 30, 2024, I served the following document(s):

**NOTICE OF ENTRY OF ORDER**

on the following persons at the locations specified:

Ramona Mayon
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308

Plaintiff in Pro Per

in the manner indicated below:

☒ **BY UNITED STATES MAIL**: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

☒ **BY ELECTRONIC MAIL:** I caused a copy of such document to be transmitted *via* electronic mail in portable document format ("PDF") Adobe Acrobat from the electronic address: kassy.adams@sfcityatty.org.

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

Executed May 30, 2024, at San Francisco, California.

KASSY ADAMS

# EXHIBIT A

#14

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
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1390 Market Street, Sixth Floor
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Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendants
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN and
CITY AND COUNTY OF SAN FRANCISCO



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

**ORDER SUSTAINING DEFENDANTS' AMENDED DEMURRER TO COMPLAINT**

Hearing Date: May 29, 2024
Time: 9:30 a.m.
Place: Dept. 302

Date Action Filed: January 26, 2024
Trial Date: Not Set.

DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN, CITY AND COUNTY OF SAN FRANCISCO'S DEMURRER to COMPLAINT, Defendants' amended demurrer to plaintiff's complaint is sustained with leave to amend. This demurrer was filed April 24, 2024. Plaintiff filed no opposition to this demurrer.

Dated: 5/29/24

JUDGE OF THE SUPERIOR COURT

RICHARD ULMER

# Exhibit C

## Ikels, Zuzana (CAT)

**From:** Ramona Mayon <ramonamayon@yahoo.com>
**Sent:** Wednesday, July 10, 2024 9:13 AM
**To:** Ikels, Zuzana (CAT)
**Cc:** Adams, Kassy (CAT)
**Subject:** Re: Mayon v. Breed/CCSF et al

Yes, of course. Y'all go right ahead. That paper was just my way of giving your office a heads up in case they wanted to fix anything. I've filed my HUD complaint on June 26 and Urban Alchemy just keeps piling it on. regarding the retaliation since May 8. The grievance process is now complete with HSH. Next I serve the Controller with administrative claims. Then it's off to the races, as they say.

Ramona

On Wednesday, July 10, 2024 at 09:05:13 AM PDT, Ikels, Zuzana (CAT) <zuzana.ikels@sfcityatty.org> wrote:

Dear Ms. Mayon,

As you know, the Court sustained our demurrer to the complaint. No opposition was filed to our demurrer, moreover. The deadline to file an amended complaint by plaintiff expired on June 15, 2024 and I understand, based on the record, the case is over.

Accordingly, we will file an ex parte application to dismiss the action, pursuant Rule of Court, Rule 3.1320 and C.C.P. Section 581. The hearing will be at 11:00 a.m. in Department 302 for tomorrow. Per the Court's requirements, ex parte hearings are by courtcall.

Thank you and have a nice day,

Zuzana

Zuzana S. Ikels
Deputy City Attorney
Office of City Attorney David Chiu
(415) 355-3307
www.sfcityattorney.org

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
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1390 Market Street, Sixth Floor
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Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendants MAYOR LONDON BREED, CITY AND COUNTY OF SAN FRANCISCO, AND DIRECTOR SHIREEN MCSPADDEN



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

| | |
|---|---|
| RAMONA MAYON,<br><br>Plaintiff,<br><br>vs.<br><br>MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,<br><br>Defendants. | Case No. CGC-24-611907<br><br>**DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN AND CITY AND COUNTY OF SAN FRANCISCO'S REPLY IN SUPPORT OF MOTION TO DISMISS PLAINTIFF'S COMPLAINT FOR FAILURE TO AMEND AND ENTRY OF JUDGMENT**<br><br>Hearing Date: August 20, 2024<br>Time: 9:30 a.m.<br>Place: Dept. 302<br><br>Date Action Filed: January 26, 2024<br>Trial Date: Not Set. |

Defendants MAYOR LONDON BREED, DIRECTOR SHIREEN MCSAPPDEN and DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO AND THE CITY AND COUNTY OF SAN FRANCISCO ("City Defendants") hereby inform this Court that they did not receive an Opposition from Plaintiff Ramona Mayon to

Defendants' Motion To Dismiss For Failure To Amend filed and served on July 24, 2024. Plaintiff's Opposition, if any, was due at the latest on August 7, 2024. Plaintiff was served the motion, both as an ex parte and as a formally served motion, by email and U.S. Mail, as reflected in the proofs of service. Plaintiff has indicated in meet and confer she will not be filing an opposition and has abandoned the case. She has failed to file any opposition. Defendant respectfully requests that the Court grant its Motion To Dismiss For Failure To Amend and enter Judgment in favor of Defendants and against Plaintiff Ramona Mayon.

Dated: August 13, 2024

DAVID CHIU
City Attorney
JENNIFER E. CHOI
Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: */s/ Zuzana S. Ikels*
ZUZANA S. IKELS

Attorneys for Defendants
MAYOR LONDON BREED, CITY AND COUNTY OF SAN FRANCISCO, AND DIRECTOR SHIREEN MCSPADDEN

**PROOF OF SERVICE**

I, KASSY ADAMS, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On August 13, 2024, I served the following document(s):

**DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN AND CITY AND COUNTY OF SAN FRANCISCO'S REPLY IN SUPPORT OF MOTION TO DISMISS PLAINTIFF'S COMPLAINT FOR FAILURE TO AMEND AND ENTRY OF JUDGMENT**

on the following persons at the locations specified:

Ramona Mayon
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308

Plaintiff in Pro Per

in the manner indicated below:

☒ **BY UNITED STATES MAIL**: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

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☒ **BY ELECTRONIC MAIL:** I caused a copy of such document to be transmitted *via* electronic mail in portable document format ("PDF") Adobe Acrobat from the electronic address: kassy.adams@sfcityatty.org.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct. Executed August 13, 2024, at San Francisco, California.

KASSY ADAMS

Ramona Mayon *(Pro Se)*
1559 Sloat Blvd. Suite B-Box 175
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308



**SUPERIOR COURT OF STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

| | | |
|---|---|---|
| **Ramona Mayon,**<br><br>**Plaintiff,**<br><br>**v.**<br><br>**Mayor London Breed and Director Shireen McSpadden of Dept of Homelessness and Supportive Housing of City and County of San Francisco, the City and County of SanFrancisco, and Does 1-50**<br><br>**Defendants,**<br><br>**Real Parties of Interest:**<br><br>**Episcopal Community Services; Bayview Hunter's Point Foundation; and Urban Alchemy.** | | **Case No. CGC-24-611907**<br><br>**ANSWER**<br><br>**Date: August 20, 2024**<br>**Time: 9.30 am**<br>**Dept: 302** |

Your Honour,

Upon reading CRC 4.111 I see it was five *court* days prior to the hearing that I must file an answer. That was my error and I apologize.

2. Respectfully, I object to the defendant's request that I not be allowed to amend the complaint, because I am in the process of carrying out what must be done, in order to return with a properly noticed, amended complaint.

3. I have spent three grueling months filing multiple and repeated grievances with the Dept of Homelessness and Supportive Housing (HSH) and their non-profit silos, listed here as the Real Parties of Interest, about the inhumane conditions at San Francisco's only safe-parking site, the "Vehicle Triage Center" (VTC). The steps for this process are on their website under "Contact Page". In order to get to the point I can file an administrative claim, I must #1) directly confront the "service provider" and then #2) submit a written grievance about it with the Dept, then #3) wait for the written report from them. I am still waiting for Step #3 to happen.

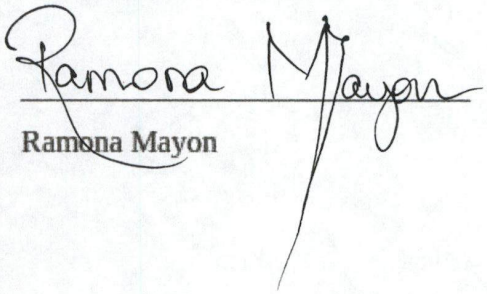
4. It is of note that there is an active HUD investigation about the VTC, under the name Kelly Hughs, a disabled VTC resident, which has reached the conciliation stage (with the City Attorney's office). In it are matters of retaliation being discussed that happened to me as a direct result of advocating for mine and the others' housing rights (i.e. ongoing RV repairs ceased - there had been four sessions Jan 19, Jan 24, Jan 25, and March 8, 2024 with concrete plans for my departure to go live in a rural RV park by April 1, 2024 … eight write-ups in a 10-day period as an attempt

by Urban Alchemy to evict me to the street in a non-running/ unregistered RV, which I defeated June 4 at Arbitration … the sudden seizure - without notice - of the small SUV I had given a neighbor with brain cancer to use, on the grounds that I "already had one passenger car in here"). There's a cloak of confidentiality around Ms. Hughes' ADA issues, but the general feeling is that I can discuss the several occasions of retaliation that have happened (to me and/or Ms. Hughes) since Jan 26, 2024 filing of this case, because they could possibly be construed as union busting tactics. I had intended to include those in the amended complaint I am preparing if allowed to continue. It certainly appears the two matters are connected, because within five minutes of the first HUD meeting, the City-defendant filed the original *ex parte* motion to (re)dismiss.

5. On a positive note, the VTC now has - for the last three months - 24/7 electricity … an actual tarmac road has been built up front instead of the dirt road full of potholes … the entire Urban Alchemy staff (except two janitors) has been changed over (that happened on the very day HUD inspected Feb 16, 2024) … the shower trailers have been permanently hooked up and open 24/7 … the Wi Fi password is posted on bulletin board … an ADA consultant has been hired by the Dept to directly address the accessibility issues … Ms. Hughes and I are "allowed" to park our passenger cars much closer to our RVs now (she is in a wheel chair and I have general weakness/ fatigue from four years of breast cancer) … water tanks are currently being installed for the purpose of fire suppression … three office trailers were brought in and one is open during weekdays with cold beverages, coffee, and snacks. However, other extremely serious issues remain: only one person received the promised RV repairs so no one can actually relocate; nothing is being done to address

how many of our RVs were damaged by the hiring of uncertified, non-professionals to do "weatherization" and "rodent control" November '23 thru March '24; rats are absolutely NOT being controlled so our RV homes are infested; the digging and another soil disturbance continues, in spite of being on a site zoned under the Maher Ordinance; we continue to not be allowed to use our propane bottles to cook and heat, and there is still only an outdoor microwave instead of a kitchen trailer; and other matters that would easily be addressed simply with a phone call if we lived anywhere but a "navigation center". But because we are in one of the City's many pilot programs for the so-called homeless, we are subject to a dangerous, toxic environment run by people who, frankly, don't give a damn, in spite of the price being $400 a night per person (@ 35 VTC residents).

Respectfully,



Ramona Mayon

Dated August 13, 2024

PROOF OF SERVICE

I, Mitzi Fata, am above the age of 18 and I am not a party to this action. I hereby certify that on this 14th day of August, 2024 I served the foregoing *Answer* by causing it to be mailed to:

City Attorney's Office
1 Dr Carlton B Goodlet Plaza
San Francisco, California 94102

Mitzi Fata

CGC-24-611907

RAMONA MAYON VS. LONDON BREED ET AL

# MINI MINUTES FOR AUG-20-2024 09:30 AM fo

No appearances. The Court adopts the tentative ruling as follows:

DEFENDANT MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN AND CITY AND COUNTY OF SAN FRANCISCO's Motion To Dismiss Complaint For Failure To Amend.

The unopposed "motion to dismiss plaintiff's complaint for failure to amend" is granted

The prevailing party is to submit a proposed order that is verbatim with the Court's ruling.

Judge: Richard B. Ulmer; Clerk: W. Trupek; Not Reported (302/RBU)

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
Fox Plaza
1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendant
MAYOR LONDON BREED and
DIRECTOR SHIREEN MCSPADDEN



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

**~~[PROPOSED]~~ ORDER GRANTING DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN, DEPT OF HOMELESSNESS SUPPORTIVE HOUSING, AND CITY AND COUNTY OF SAN FRANCISCO MOTION TO DISMISS**

Hearing Date: August 20, 2024
Time: 9:30 a.m.
Place: Dept. 302

Date Action Filed: January 26, 2024
Trial Date: Not Set.

DEFENDANT MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN AND CITY AND COUNTY OF SAN FRANCISCO's Motion To Dismiss Complaint For Failure To Amend. The unopposed "motion to dismiss plaintiff's complaint for failure to amend" is granted.

IT IS SO ORDERED.

Dated: 8/20/24

JUDGE OF THE SUPERIOR COURT
RICHARD B. ULMER

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
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Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendant
MAYOR LONDON BREED and
DIRECTOR SHIREEN MCSPADDEN



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

**NOTICE OF ENTRY OF ORDER**

Date Action Filed: January 26, 2024
Trial Date: Not Set.

On August 20, 2024, the Honorable Richard Ulmer, Judge of the Superior Court, executed the Order Granting Defendants' Motion to Dismiss. The Order was filed with the Court on August 20, 2024.

A true and correct copy of that Order is attached hereto as Exhibit A.

Dated: August 20, 2024

DAVID CHIU
City Attorney
JENNIFER E. CHOI
Chief Trial Deputy
ZUZANA S. IKELS
Deputy City Attorney

By: */s/ Zuzana S. Ikels*
ZUZANA S. IKELS

Attorneys for Defendant(s)
MAYOR LONDON BREED,
DIRECTOR SHIREEN MCSPADDEN

# EXHIBIT A

DAVID CHIU, State Bar #189542
City Attorney
JENNIFER E. CHOI, State Bar #184058
Chief Trial Deputy
ZUZANA S. IKELS, State Bar # 208671
Deputy City Attorney
Fox Plaza
1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
Telephone: (415) 335-3307
Facsimile: (415) 554-3837
E-Mail: Zuzana.Ikels@sfcityatty.org

Attorneys for Defendant
MAYOR LONDON BREED and
DIRECTOR SHIREEN MCSPADDEN



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

RAMONA MAYON,

Plaintiff,

vs.

MAYOR LONDON BREED AND DIRECTOR SHIREEN MCSPADDEN OF DEPT OF HOMELESSNESS AND SUPPORTIVE HOUSING OF CITY AND COUNTY OF SAN FRANCISCO, ONLY IN THEIR OFFICIAL CAPACITY, AND DOES 1-50,

Defendants.

Case No. CGC-24-611907

**~~[PROPOSED]~~ ORDER GRANTING DEFENDANTS MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN, DEPT OF HOMELESSNESS SUPPORTIVE HOUSING, AND CITY AND COUNTY OF SAN FRANCISCO MOTION TO DISMISS**

Hearing Date: August 20, 2024
Time: 9:30 a.m.
Place: Dept. 302

Date Action Filed: January 26, 2024
Trial Date: Not Set.

DEFENDANT MAYOR LONDON BREED, DIRECTOR SHIREEN MCSPADDEN AND CITY AND COUNTY OF SAN FRANCISCO's Motion To Dismiss Complaint For Failure To Amend. The unopposed "motion to dismiss plaintiff's complaint for failure to amend" is granted.

IT IS SO ORDERED.

Dated: 8/20/24

JUDGE OF THE SUPERIOR COURT
RICHARD B. ULMER

**PROOF OF SERVICE**

I, KASSY ADAMS, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On August 20, 2024, I served the following document(s):

**NOTICE OF ENTRY OF ORDER**

on the following persons at the locations specified:

Ramona Mayon
1559 Sloat Blvd, Suite B-Box 175,
San Francisco, California 94132
ramonamayon@yahoo.com
telephone: 415-595-6308

Plaintiff in Pro Per

in the manner indicated below:

☒ **BY ELECTRONIC MAIL:** I caused a copy of such document to be transmitted *via* electronic mail in portable document format ("PDF") Adobe Acrobat from the electronic address: kassy.adams@sfcityatty.org.

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

Executed August 20, 2024, at San Francisco, California.

KASSY ADAMS

APP-002

| ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER: pro se | FOR COURT USE ONLY |
|---|---|---|
| NAME: Ramona Mavon | | |
| FIRM NAME: pro se | | |
| STREET ADDRESS: 1559 Sloat Blvd Suite B-Box 175 | | |
| CITY: San Francisco | STATE: CA ZIP CODE: 94132 | |
| TELEPHONE NO.: 415-595-6308 | FAX NO.: | |
| EMAIL ADDRESS: ramonamavon@vahoo.com | | |
| ATTORNEY FOR (name): self | | |

FILED
San Francisco County Superior Court
OCT 14 2024
CLERK OF THE COURT
BY: Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco**
STREET ADDRESS: 450 McAllister
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco 94102
BRANCH NAME:

PLAINTIFF/PETITIONER: Ramona Mayon
DEFENDANT/RESPONDENT: London Breed, et al

☒ **NOTICE OF APPEAL** ☐ **CROSS-APPEAL**
**(UNLIMITED CIVIL CASE)**

CASE NUMBER:
CGC-24-611907

**Notice: Please read *Information on Appeal Procedures for Unlimited Civil Cases* (Judicial Council form APP-001-INFO) before completing this form. This form must be filed in the superior court, not in the Court of Appeal. A copy of this form must also be served on the other party or parties to this appeal. You may use an applicable Judicial Council form (such as APP-009 or APP-009E) for the proof of service. When this document has been completed and a copy served, the original may then be filed with the court with proof of service.**

1. NOTICE IS HEREBY GIVEN that:
   a. *(Name)*: Ramona Mavon appeals from a judgment or order in this case.
   b. The judgment or order was entered on *(list the date or dates the judgment and each order being appealed were entered)*: August 20, 2024
   c. The appeal is from the following order or judgment *(check all that apply)*:
      ☐ Judgment after jury trial
      ☐ Judgment after court trial
      ☐ Default judgment
      ☐ Judgment after an order granting a summary judgment motion
      ☐ Judgment of dismissal under Code of Civil Procedure, §§ 581d, 583.250, 583.360, or 583.430
      ☒ Judgment of dismissal after an order sustaining a demurrer
      ☐ An order after judgment under Code of Civil Procedure, § 904.1(a)(2)
      ☐ An order or judgment under Code of Civil Procedure, § 904.1(a)(3)–(13)
      ☐ Other *(describe and specify the code section or other authority that authorizes this appeal)*:
   d. ☐ The judgment or order being appealed directs payment of sanctions by an attorney for a party. The attorney *(name)*: appeals.
2. For cross-appeals only:
   a. Date notice of appeal was filed in original appeal:
   b. Date superior court clerk mailed notice of original appeal:
   c. Court of Appeal case number *(if known)*:
3. ☐ The judgment or order being appealed is attached *(optional)*.

Date: October 11, 2024

Ramona Mayon
(TYPE OR PRINT NAME)

Ramona Mayon
(SIGNATURE OF PARTY OR ATTORNEY)



Form Approved for Optional Use
Judicial Council of California
APP-002 [Rev. January 1, 2024]

**NOTICE OF APPEAL/CROSS-APPEAL—UNLIMITED CIVIL CASE**
**(Appellate)**

Cal. Rules of Court, rule 8.100
www.courts.ca.gov

**PROOF OF SERVICE (Court of Appeal)**

☐ Mail ☒ Personal Service

**Notice: This form may be used to provide proof that a document has been served in a proceeding in the Court of Appeal. Please read *Information Sheet for Proof of Service (Court of Appeal)* (form APP-009-INFO) before completing this form. Do not use this form for proof of electronic service. See form APP-009E.**

FILED
San Francisco County Superior Court
OCT 14 2024
CLERK OF THE COURT
BY: Deputy Clerk

Case Name: Mayon v. Breed, et al
Court of Appeal Case Number:
Superior Court Case Number: CGC-24-611907

1. At the time of service I was at least 18 years of age and **not a party to this legal action.**
2. My ☒ residence ☐ business address is *(specify)*: 355 Serrano Dr #7J San Francisco CA 94132
3. I mailed or personally delivered a copy of the following document as indicated below *(fill in the name of the document you mailed or delivered and complete either a or b):*

a. ☐ **Mail.** I mailed a copy of the document identified above as follows:

(1) I enclosed a copy of the document identified above in an envelope or envelopes **and**

(a) ☐ **deposited** the sealed envelope(s) with the U.S. Postal Service, with the postage fully prepaid.

(b) ☒ **placed** the envelope(s) for collection and mailing on the date and at the place shown in items below, following our ordinary business practices. I am readily familiar with this business's practice of collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service, in a sealed envelope(s) with postage fully prepaid.

(2) Date mailed:

(3) The envelope was or envelopes were addressed as follows:

(a) Person served:
(i) Name: London Breed
(ii) Address: City Attorney
1 Dr Carlton B. Goodlet Plaza
San Francisco CA 94102

(b) Person served:
(i) Name:
(ii) Address:

(c) Person served:
(i) Name:
(ii) Address:

☐ Additional persons served are listed on the attached page *(write "APP-009, Item 3a" at the top of the page).*

(4) I am a resident of or employed in the county where the mailing occurred. The document was mailed from (city and state): San Francisco, Cali



Form Approved for Optional Use
Judicial Council of California
APP-009 [Rev. January 1, 2017]

**PROOF OF SERVICE**
**(Court of Appeal)**

| Case Name: | Court of Appeal Case Number: |
|---|---|
| Mayon v Breed, et al | |
| | Superior Court Case Number: CG-24-611907 |

3. b. ☒ **Personal delivery.** I personally delivered a copy of the document identified above as follows:

(1) Person served:
(a) Name:
(b) Address where delivered:

(c) Date delivered:
(d) Time delivered:

(2) Person served:
(a) Name:
(b) Address where delivered:

(c) Date delivered:
(d) Time delivered:

(3) Person served:
(a) Name:
(b) Address where delivered:

(c) Date delivered:
(d) Time delivered:

☒ Names and addresses of additional persons served and delivery dates and times are listed on the attached page *(write "APP-009, Item 3b" at the top of the page)*.

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

Date: Oct 11, 2024

Mitzi Fata
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

Mitzi Fata
(SIGNATURE OF PERSON COMPLETING THIS FORM)

FILED
Superior Court of California
County of San Francisco

NOV 15 2024

CLERK OF THE SUPERIOR COURT
By Nancy Kilmartin
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

**APPEALS DIVISION**

| | |
|---|---|
| RAMONA MAYON<br><br>Plaintiff/Appellant<br>vs.<br><br>LONDON BREED et al<br><br>Defendant/Respondent | NO. CGC-24-611907<br><br>**CLERK'S NOTICE OF FILING OF NOTICE OF APPEAL** |

You and each of you are notified that a notice of appeal was filed in the above entitled action on October 14, 2024 from an Order entered on August 20, 2024.

DATED: November 15, 2024

CLERK OF THE COURT

By: Nancy Kilmartin
NANCY KILMARTIN, Deputy Clerk

**CERTIFICATE OF SERVICE BY MAIL**
**(Code Civil Procedure § 1013a(4))**

I, NANCY KILMARTIN, deputy clerk of the Superior Court for the City and County of San Francisco, certify that:

1) I am not a party to this action;

2) On November 15, 2024, I served the attached:

**CLERK'S NOTICE OF FILING OF NOTICE OF APPEAL**

by placing a copy thereof in a sealed envelope, addressed as follows:

**Court of Appeal – 350 McAllister St., 1st Floor, San Francisco, CA 94102**

**RAMONA MAVON**
**1559 SLOAT BLVD**
**SUITE B-BOX 175**
**SAN FRANCISCO, CA 94132**

**ZUZANA J. IKELS**
**DEPUTY CITY ATTORNEY**
**FOX PLAZA**
**1390 MARKET STREET,SIXTH FLOOR**
**SAN FRANCISCO, CALIFORNIA 94102-5408**

and

3) I then placed the sealed envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, attachment of required prepaid postage, and mailing on that date following standard court practices.

DATED: November 15, 2024

CLERK OF THE COURT

By: Nancy Kilmartin
NANCY KILMARTIN, Deputy Clerk

FILED
Superior Court of California
County of San Francisco

NOV 15 2024

CLERK OF THE SUPERIOR COURT
By Nancy Kilmartin
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA**
**COUNTY OF SAN FRANCISCO**
**APPEALS DIVISION**

| | |
|---|---|
| RAMONA MAYON<br><br>Plaintiff/Appellant<br><br>vs.<br><br>LONDON BREED et al<br><br>Defendant/Respondent | CASE NO. CGC-24-611907<br><br>APPEAL NO.<br><br>APPELLANT: RAMONA MAYON<br><br>APPEAL FILED ON: 10/14/24<br><br>**NOTICE RE: DEFAULT** |

TO: RAMONA MAYON

You are hereby notified that our records indicate the appellant has failed to take necessary step(s) to procure the record on appeal:

Notice designating record on appeal was not timely filed as required by Rule 8.121(a) and (b) of the California Rules of Court.

DATED: November 15, 2024

CLERK OF THE COURT

By: Nancy Kilmartin
NANCY KILMARTIN, Deputy Clerk

**PURSUANT TO RULE 8.140(a) CRC, UNLESS THE ACT OR ACTS LISTED ABOVE ARE PERFORMED WITHIN 15 DAYS FROM THE MAILING OF THIS NOTICE, THE CLERK OF THE COURT OF APPEAL MAY ENTER AN ORDER DISMISSING THE APPEAL.**

**CERTIFICATE OF SERVICE BY MAIL**
**(Code of Civil Procedure § 1013a(4))**

I, Nancy Kilmartin, deputy clerk of the Superior Court for the County of San Francisco, certify that:

1) I am not a party to this action;
2) On November 15, 2024, I served the attached:

**NOTICE RE: DEFAULT**

By placing a copy thereof in a sealed envelope, addressed as follows:

**Court of Appeal**
**350 McAllister St., 1st Floor**
**San Francisco, CA 94102**

**RAMONA MAYON**
**1559 SLOAT BLVD**
**SUITE B-BOX 175**
**SAN FRANCISCO, CA 94132**

And,

3) I then placed the sealed envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, attachment of required prepaid postage, and mailing on that date following standard court practices.

DATED: November 15, 2024

CLERK OF THE COURT

By: Nancy Kilmartin
NANCY KILMARTIN, Deputy Clerk

| | |
|---|---|
| ATTORNEY OR PARTY WITHOUT ATTORNEY<br>NAME: Ramona Mayon<br>FIRM NAME:<br>STREET ADDRESS: 1559 Sloat Blvd, Suite B - Box 175<br>CITY: San Francisco STATE: CA ZIP CODE: 94132<br>TELEPHONE NO.: 415-595-6308 FAX NO.:<br>E-MAIL ADDRESS: ramonamayon@yahoo.com<br>ATTORNEY FOR (name): self<br>STATE BAR NUMBER: Ø | FOR COURT USE ONLY<br>FILED<br>San Francisco County Superior Court<br>DEC 02 2024<br>CLERK OF THE COURT<br>BY: Deputy Clerk |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco<br>STREET ADDRESS: 400 McAllister<br>MAILING ADDRESS:<br>CITY AND ZIP CODE: San Francisco, CA 94102<br>BRANCH NAME: | |
| PLAINTIFF/PETITIONER: Ramona Mayon<br>DEFENDANT/RESPONDENT: London Breed<br>OTHER PARENT/PARTY: Dept. of Homelessness | |
| **APPELLANT'S NOTICE DESIGNATING RECORD ON APPEAL (UNLIMITED CIVIL CASE)** | SUPERIOR COURT CASE NUMBER: CGC-24-611907 |
| RE: Appeal filed on (date): Oct 14, 2024 | COURT OF APPEAL CASE NUMBER (if known): |

**Notice: Please read *Information on Appeal Procedures for Unlimited Civil Cases* (form APP-001-INFO) before completing this form. This form must be filed in the superior court, not in the Court of Appeal.**

## 1. RECORD OF THE DOCUMENTS FILED IN THE SUPERIOR COURT

I choose to use the following method of providing the Court of Appeal with a record of the documents filed in the superior court *(check a, b, c, or d, and fill in any required information)*:

a. [X] A clerk's transcript under rule 8.122. *(You must check (1) or (2) and fill out the clerk's transcript section (item 4) on pages 2 and 3 of this form.)*

(1) [ ] I will pay the superior court clerk for this transcript myself when I receive the clerk's estimate of the costs of this transcript. I understand that if I do not pay for this transcript, it will not be prepared and provided to the Court of Appeal.

(2) [X] I request that the clerk's transcript be provided to me at no cost because I cannot afford to pay this cost. I have submitted the following document with this notice designating the record *(check (a) or (b))*:

(a) [ ] An order granting a waiver of court fees and costs under rules 3.50–3.58; or

(b) [X] An application for a waiver of court fees and costs under rules 3.50–3.58. *(Use Request to Waive Court Fees (form FW-001) to prepare and file this application.)*

b. [ ] An appendix under rule 8.124.

c. [ ] The original superior court file under rule 8.128. (NOTE: *Local rules in the Court of Appeal, First, Third, and Fourth Appellate Districts, permit parties to stipulate (agree) to use the original superior court file instead of a clerk's transcript; you may select this option if your appeal is in one of these districts and all the parties have stipulated to use the original superior court file instead of a clerk's transcript in this case. Attach a copy of this stipulation.*)

d. [ ] An agreed statement under rule 8.134. *(You must complete item 2b(2) below and attach to your agreed statement copies of all the documents that are required to be included in the clerk's transcript. These documents are listed in rule 8.134(a).)*

## 2. RECORD OF ORAL PROCEEDINGS IN THE SUPERIOR COURT

I choose to proceed *(you must check a or b below)*:

a. [X] WITHOUT a record of the oral proceedings (what was said at the hearing or trial) in the superior court. I understand that without a record of the oral proceedings in the superior court, the Court of Appeal will not be able to consider what was said during those proceedings in deciding whether an error was made in the superior court proceedings.



Form Approved for Optional Use
Judicial Council of California
APP-003 [Rev. January 1, 2019]



Cal. Rules of Court, rules 3.50, 8.121–8.124, 8.128, 8.130, 8.134, 8.137
www.courts.ca.gov

| CASE NAME: Mayon v. Breed | SUPERIOR COURT CASE NUMBER: CGC-24-611907 |
|---|---|

2. b. ☐ WITH the following record of the oral proceedings in the superior court *(you must check (1), (2), or (3) below)*:

(1) ☐ A reporter's transcript under rule 8.130. *(You must fill out the reporter's transcript section (item 5) on pages 3 and 4 of this form.)* I have *(check all that apply)*:

(a) ☐ Deposited with the superior court clerk the approximate cost of preparing the transcript by including the deposit with this notice as provided in rule 8.130(b)(1).

(b) ☐ Attached a copy of a Transcript Reimbursement Fund application filed under rule 8.130(c)(1).

(c) ☐ Attached the reporter's written waiver of a deposit under rule 8.130(b)(3)(A) for *(check either (i) or (ii))*:

(i) ☐ all of the designated proceedings.

(ii) ☐ part of the designated proceedings.

(d) ☐ Attached a certified transcript under rule 8.130(b)(3)(C).

(2) ☐ An agreed statement. *(Check and complete either (a) or (b) below.)*

(a) ☐ I have attached an agreed statement to this notice.

(b) ☐ All the parties have stipulated (agreed) in writing to try to agree on a statement. *(You must attach a copy of this stipulation to this notice.)* I understand that, within 40 days after I file the notice of appeal, I must file either the agreed statement or a notice indicating the parties were unable to agree on a statement and a new notice designating the record on appeal.

(3) ☐ A settled statement under rule 8.137. *(You must check (a), (b), or (c) below, and fill out the settled statement section (item 6) on page 4.)*

(a) ☐ The oral proceedings in the superior court were not reported by a court reporter.

(b) ☐ The oral proceedings in the superior court were reported by a court reporter, but I have an order waiving fees and costs.

(c) ☐ I am asking to use a settled statement for reasons other than those listed in (a) or (b). *(You must serve and file the motion required under rule 8.137(b) at the same time that you file this form. You may use form APP-025 to prepare the motion.)*

3. **RECORD OF AN ADMINISTRATIVE PROCEEDING TO BE TRANSMITTED TO THE COURT OF APPEAL**

☐ I request that the clerk transmit to the Court of Appeal under rule 8.123 the record of the following administrative proceeding that was admitted into evidence, refused, or lodged in the superior court *(give the title and date or dates of the administrative proceeding)*:

| Title of Administrative Proceeding | Date or Dates |
|---|---|
| | |

4. **NOTICE DESIGNATING CLERK'S TRANSCRIPT**

*(You must complete this section if you checked item 1a above indicating that you choose to use a clerk's transcript as the record of the documents filed in the superior court.)*

a. **Required documents.** The clerk will automatically include the following items in the clerk's transcript, but you must provide the date each document was filed, or if that is not available, the date the document was signed.

| | Document Title and Description | Date of Filing |
|---|---|---|
| (1) | Notice of appeal | Oct 14, 2024 |
| (2) | Notice designating record on appeal *(this document)* | Dec 2, 2024 |
| (3) | Judgment or order appealed from | Aug 20, 2024 |
| (4) | Notice of entry of judgment *(if any)* | ∅ |
| (5) | Notice of intention to move for new trial or motion to vacate the judgment, for judgment notwithstanding the verdict, or for reconsideration of an appealed order *(if any)* | ∅ |
| (6) | Ruling on one or more of the items listed in (5) | ✓ |
| (7) | Register of actions or docket *(if any)* | |

| CASE NAME: Mayon v. Breed | SUPERIOR COURT CASE NUMBER: CGC-24-611907 |
|---|---|

## 4. NOTICE DESIGNATING CLERK'S TRANSCRIPT

b. **Additional documents.** *(If you want any documents from the superior court proceeding in addition to the items listed in 4a. above to be included in the clerk's transcript, you must identify those documents here.)*

☑ I request that the clerk include in the transcript the following documents that were filed in the superior court proceeding. *(You must identify each document you want included by its title and provide the date it was filed or, if that is not available, the date the document was signed.)*

| | Document Title and Description | Date of Filing |
|---|---|---|
| (8) | civil rights complaint | Jan 26, 2024 |
| (9) | Declaration of Ramona Mayon | Jan 29, 2024 |
| (10) | Demurrer to Complaint by London Breed, et al | Feb 29, 2024 |
| (11) | Memorandum of P+A in support of Demurrer | Feb 29, 2024 |

☒ See additional pages. *(Check here if you need more space to list additional documents. List these documents on a separate page or pages labeled "Attachment 4b," and start with number (12).)*

c. **Exhibits to be included in clerk's transcript**

☑ I request that the clerk include in the transcript the following exhibits that were admitted in evidence, refused, or lodged in the superior court. *(For each exhibit, give the exhibit number, such as Plaintiff's #1 or Defendant's A, and a brief description of the exhibit. Indicate whether or not the court admitted the exhibit into evidence. If the superior court has returned a designated exhibit to a party, the party in possession of the exhibit must deliver it to the superior court clerk within 10 days after service of this notice designating the record. (Rule 8.122(a)(3).))*

| | Exhibit Number | Description | Admitted (Yes/No) |
|---|---|---|---|
| (1) | A) | health status of plaintiff in civil right complaint #8 | Yes |
| (2) | B) | notice of forming Tenants Union in " " " #8 | Yes |
| (3) | C) | blank move-in agreement for VTC " " " #8 | Yes |
| (4) | D) | Dept of Public Works memo at VTC " " " #8 | Yes |

☒ See additional pages. *(Check here if you need more space to list additional exhibits. List these exhibits on a separate page or pages labeled "Attachment 4c," and start with number (5).)*

## 5. NOTICE DESIGNATING REPORTER'S TRANSCRIPT

*You must complete both a and b in this section if you checked item 2b(1) above indicating that you choose to use a reporter's transcript as the record of the oral proceedings in the superior court. Please remember that you must pay for the cost of preparing the reporter's transcript.*

a. **Format of the reporter's transcript**

I request that the reporters provide *(check one)*:

(1) ☐ My copy of the reporter's transcript in electronic format.

(2) ☒ My copy of the reporter's transcript in paper format.

(3) ☐ My copy of the reporter's transcript in electronic format and a second copy in paper format.

*(Code Civ. Proc., § 271.)*

Attachment 4 b: Additional documents

#12) Declaration of Zu Zana Kels in support of Demurrer Feb 29, 202

#13) Request for Judicial Notice in support of Demurrer

#14) Opposition Demurrer filed by Ramona Mayon March 13, 20

#15) Reply to Opposition to Demurrer March 20, 2

#16) Courts tentative ruling March 27, 2024

#17) Demurrer to Complaint / Notice of amended Demur April 24, 2

#18) Memorandum of P+A in support of amended Demur April 24, 2

#19) Declaration of Zuzana Kels in support of amended dem April 24, 20

#20) Request for Judicial Notice in support of amended dem April 24, 2

#21) Reply Brief and Notice of Non-Opposition to amended demurrer to complaint May 21, 2

#22) order sustaining defendants amended demurrer May 29, 20

#23) mini minutes for May 29, 2024 May 29, 20

#24) ex parte application and memorandum in support of dismissal of complaint and entry of Judgme July 10,

Attachment 4 b : Additional documents

#25) declaration of Zuzana Ikels in support of exparte application July 10, 2c

#26) court's remarks with denial of exparte app. July 11, 2e

27) notice of motion and motion to dismiss complaint for failure to amend July 24, 2e

28) memorandum of points + authorites in support of dismissal of complaint and entry of judgement July 24, 2e

29) declaration of zuzana Ikels July 24, 2e

30) reply in support of motion to dismiss Aug 13, 202

31) answer (to the motion to dismiss the complaint) filed by Ramona Mayon Aug 14, 202

31) mini minutes for Aug 20, 2024

32) order of court / final judgement Aug 20, 20

Exhibits request to be included : Attachment 4c

(#5) E) HSH report about VTC in civil rights complaint #8 Ye

| CASE NAME: Mayon v. Breed | SUPERIOR COURT CASE NUMBER: CGC-611907 |
|---|---|

5. b. **Proceedings**

I request that the following proceedings in the superior court be included in the reporter's transcript. *(You must identify each proceeding you want included by its date, the department in which it took place, a description of the proceedings (for example, the examination of jurors, motions before trial, the taking of testimony, or the giving of jury instructions), the name of the court reporter who recorded the proceedings (if known), and whether a certified transcript of the designated proceeding was previously prepared.)*

| | Date | Department | Full/Partial Day | Description | Reporter's Name | Prev. prepared? |
|---|---|---|---|---|---|---|
| (1) | | | | | | ☐ Yes ☐ No |
| (2) | | | | | | ☐ Yes ☐ No |
| (3) | | | | | | ☐ Yes ☐ No |
| (4) | | | | | | ☐ Yes ☐ No |

☐ See additional pages. *(Check here if you need more space to list additional proceedings. List these exhibits on a separate page or pages labeled "Attachment 5b," and start with number (5).)*

6. **NOTICE DESIGNATING PROCEEDINGS TO BE INCLUDED IN SETTLED STATEMENT**

*(You must complete this section if you checked item 2b(3) above indicating you choose to use a settled statement.)* I request that the following proceedings in the superior court be included in the settled statement. *(You must identify each proceeding you want included by its date, the department in which it took place, a description of the proceedings (for example, the examination of jurors, motions before trial, the taking of testimony, or the giving of jury instructions), the name of the court reporter who recorded the proceedings (if known), and whether a certified transcript of the designated proceeding was previously prepared.)*

| | Date | Department | Full/Partial Day | Description | Reporter's Name | Prev. prepared? |
|---|---|---|---|---|---|---|
| (1) | | | | | | ☐ Yes ☐ No |
| (2) | | | | | | ☐ Yes ☐ No |
| (3) | | | | | | ☐ Yes ☐ No |
| (4) | | | | | | ☐ Yes ☐ No |

☐ See additional pages. *(Check here if you need more space to list additional proceedings. List these proceedings on a separate page or pages labeled "Attachment 6," and start with number (5).)*

7. a. The proceedings designated in 5b or 6 ☐ include ☒ do not include all of the testimony in the superior court.

b. If the designated proceedings DO NOT include all of the testimony, state the points that you intend to raise on appeal. *(Rule 8.130(a)(2) and rule 8.137(d)(1) provide that your appeal will be limited to these points unless the Court of Appeal permits otherwise.)* Points are set forth: ☒ Below ☐ On a separate page labeled "Attachment 7."

case was not a tort action; I only asked for declaratory relief. I didn't file a prior administive claim because I clearly stated I only wanted answer to single question: does WIC 8255 mean "tenants" or "guest

Date: Nov 29, 2024

(TYPE OR PRINT NAME)

▶ Ramona Mayon

(SIGNATURE OF APPELLANT OR ATTORNEY)

FILED
Superior Court of California
County of San Francisco
DEC 16 2024
CLERK OF THE SUPERIOR COURT
By Nancy Kilmartin Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA**
**COUNTY OF SAN FRANCISCO**
**APPEALS DIVISION**

| | |
|---|---|
| RAMONA MAYON<br><br>Plaintiff/Appellant<br><br>vs.<br><br>LONDON BREED et al<br><br>Defendant/Respondent | NO. CGC-24-611907<br><br>**CLERK'S NOTICE TO APPELLANT RE APPELLANT'S NOTICE DESIGNATING RECORD ON APPEAL**<br><br>**APPEAL NO. A171913 DIV. 5**<br><br>Appeal filed: 10/14/24 |

**TO: RAMONA MAYON**
**1559 SLOAT BLVD**
**SUITE B-BOX 175**
**SAN FRANCISCO, CA 94132**

The following documents listed in your designation filed on 12-2-24 are entries only, not documents that can be copied.

| Items 4b. | Docket entry |
|---|---|
| #16 (3-27-24) | Law & Motion, Dept. 302, As To The March-27-2024 Hearing Re: Defendant Mayor London Breed, Director Shireen Mcspadden, City And County Of San Francisco's Demurrer To Complaint, The Court Adopts Its Tentative Ruling. Off Calendar. The Ikels Declaration Fails To Show That The Parties Met And Conferred "In Person, By Telephone, Or By Video Conference" In Compliance With Ccp 430.41. Judge: Richard B. Ulmer Jr.; Clerk: V. Da Fonseca; Not Reported. (302/Rbu) |
| #26 (7-11-24) | Remark: As To The Jul-11-24 Defendant's Mayor London Breed And Director Shireen Mcspadden And City And County Of San Francisco's Ex Parte Application And Memorandum In Support Of Dismissal Of Plaintiff's Complaint And Entry Of Judgment, The Court Denies The Application Without Prejudice To File A Regularly Noticed Motion. Judge: Richard B. Ulmer Jr.; Clerk: V. Da Fonseca; Not Reported. (302/Rbu) |

DATED: December 16, 2024

CLERK OF THE COURT

By: Nancy Kilmartin
NANCY KILMARTIN, Deputy Clerk