

***Regular Meeting of the
Abatement Appeals Board
October 15, 2025***

***Agenda Item C2
Appellant Statement***



September 23, 2025

San Francisco Abatement Appeals Board
49 Van Ness Ave.
San Francisco, CA 94103
dbi.aab@sfgov.org

VIA EMAIL ONLY

RE: 970 Key Ave. Block 4993 / Lot 018
AAB Appeal No. 6959
Hearing Date: October 15, 2025 9:30 a.m.
Hearing Place: City Hall, Rm. 416
1 Dr. Carlton B. Goodlett Place
San Francisco CA

Dear Abatement Appeals Board Members:

My office represents Lorraine Smith, Trustee of the Lorraine Smith Living Trust, UTD, August 8, 2008 (“Owner”), owner of 970 Key Avenue, San Francisco, Block 4993 / Lot 018 (“Property”), as well as Owens Smith, her son and the property manager for the Property. The following is Owner’s brief in support of her appeal to the Abatement Appeals Board regarding the Director’s issuance of an Order of Abatement for Notice of Violation #202420002 (“NOV”).

As previously detailed in the submission to the Director’s Hearing in October 2024 (attached as **Exhibit A**), the Property had been occupied by a tenant who repeatedly refused to grant access, preventing the Owner from assessing conditions and making necessary repairs. Worse, the specific problems with the Property originated with a burst water pipe that the tenant was inexplicably oblivious to. The leak – gushing water over the course of weeks – resulted in significant structural damage to the Property. Despite multiple legal notices and attempts to enter, the tenant not only blocked access with a chain and padlock (**Exhibit B**) but also physically abandoned the Property while it had no running water, while nonetheless refusing to restore the

landlord to possession. Because of the tenant's wrongful denial of access to the Property to make the required repairs as ordered by the City, Owner filed unlawful detainer action in September of 2024 to regain possession of the unit (**Exhibit C**).

While unlawful detainers are generally considered "summary proceedings" (in that the statutory provisions that authorize this form of action dictate truncated timelines for civil procedure), two unanticipated and uncontrollable circumstances led to delay in prosecuting this action. First, this tenant is the sister of Owner and was living in the house that belonged to their parents, who had passed away, leaving the property to Owner. The tenant benefited from a team of four, city-funded attorneys, from the clinic Legal Assistance to the Elderly, who indulged her in waging a belated challenge on the parents' estate plan, enacted through this unlawful detainer action.

While the case proceeded to jury trial, Owner's victory in preliminary evidentiary motions (called "motions in limine") all but eliminated the tenant's defenses, and this interim victory quickly led to renewed settlement discussions that resolved the case. Even with success all but assured, the tenant still received a six figure payment to vacate, owing more to the closure of the family dispute than her leverage in litigation. But for the tenant being able to drag the lawsuit out for many months, Lorraine would have been able to address this issue sooner. Ultimately, the scale of this work could not have been done with a tenant in possession.

Second, the property manager, Owens Smith, was the victim of a violent attack in early 2025, which attack resulted in his hospitalization and incapacitation over the course of several months. During that period, neither the unlawful detainer litigation nor any efforts toward repair could be advanced.

A Director's hearing was held subsequently in October 2024 and a 60-day extension was given to Owner. Since the October 2024 hearing, Owner made some progress in accessing the

Property during the unlawful detainer litigation. The Owner successfully negotiated limited entry with the tenant, and on February 26, 2025, the Owner, accompanied by a licensed contractor and a plumber, was able to inspect the Property for the first time since this issue began.

This access allowed the Owner to assess conditions firsthand and determine the scope of work required. Upon doing so, it was clear that the interior was in worse condition than anticipated, with severe clutter and hoarding obstructing access to key areas, and feces covered the floor. Large amounts of personal belongings and debris obstructed access to key areas that required repair, making it impossible at that time to conduct a proper assessment of the full extent of necessary work or to begin remediation efforts. (See attached **Exhibit D**—photographs illustrating the conditions obstructing access to the repair area.)

Given the conditions, it was evident to Owner that remedial work could not proceed while the tenant remained in possession. Notwithstanding, the tenant unreasonably refused to cooperate with the Owner's efforts to repair the property per the terms of the NOV on an ongoing basis.

A second director's hearing was then set for March 18, 2025. Unfortunately, due to a misunderstanding regarding the continued status of the hearing, no representative appeared at that March 18, 2025 Director's Hearing.¹ As a result, the hearing proceeded in Owner's absence, and a Director's Order of Abatement was issued.

Finally, after months of litigation between Owner and the Property's tenant, a settlement was negotiated for the tenant's voluntary departure on August 11, 2025 (**Exhibit E**)—which was necessary to begin facilitation of the repairs and bring the Property into compliance per the NOV.

The tenant vacated the Property on August 11, 2025, and Owner now finally has the access

¹ Counsel for Owner had submitted written materials in advance and, after seeing online that the matter had been marked as "continued," believed—based on her prior experience where such submissions resulted in continuances—that the hearing would not proceed. She however later learned that the "continued" designation referred to the prior hearing date rather than a new continuance.

needed to correct the violations in the NOV. Regrettably, the Property was left in complete disrepair and tenant changed multiple locks without providing Owner the keys. As of the date of this filing, Owner is still removing the large amounts of trash and items out of the apartment. A cleaning crew was brought in to remove the pet refuse recently. After rectifying the condition of the apartment, Owner will still need to raise the floor of the apartment approximately two (2) feet in order to commence the required repair.

Efforts to correct the issues at the Property are ongoing, and Owner's representative will be prepared to update the Board of the current status at the October 15, 2025 hearing.

Pursuant to the above, Owner respectfully requests that the Abatement Appeals Board consider the underlying circumstances in light of the Owner's inability to access the Property for well over a year and continued good faith efforts to resolve the NOV, grant the appeal, and reverse the Order of Abatement.

Very truly yours,

ZACKS & FREEDMAN, PC



Emily L. Brough

Encls.

EXHIBIT A

Director's Hearing Submission

I represent Lorraine Smith, Trustee of the Lorraine Smith Living Trust, UTD, August 8, 2008 ("**Owner**"), owner of 970 Key Avenue, San Francisco, Block 4993 / Lot 018 ("**Property**"). Please accept this submission in advance of the Director's Hearing scheduled for NOV #202420002 ("**NOV**").

As you are aware, a water leak occurred at the Property in March 2024, and the NOV was issued thereafter. The Property is occupied by a tenant, and the tenant has been unreachable to coordinate access and has, in fact, physically barred access to the Property. "**Exhibit 1**" is a picture of a padlock and chain locking the outer gate to the Property. The Owner believes the tenant put the lock and chain there. The Owner has no ability to get through it to access physically, and in any event, cannot enter the Property over the tenant's objection.

The tenant has been completely unresponsive to the Owner's requests to enter and inspect the Property and make necessary repairs to cure the NOV. Most recently, my office served a notice of inspection to the occupant on June 26, 2024, indicating that the Owner would enter the Property on July 1, 2024. When the Owner arrived at the Property, the tenant was not there to provide access, and the Owner again observed the padlock and chain on the front gate. (See "**Exhibit 1**" attached.)

On July 9, 2024, my office again served a notice of inspection, indicating Owner's intent to enter the Property on July 12, 2024. My office also served a 10-day warning to the occupant. The Owner arrived on the 12th, and again, the padlock and chain was on the gate and the tenant made no effort to permit access. Accordingly, on July 24, 2024, my office served a 3-day notice to quit on the occupant and filed an unlawful detainer complaint based on refusal to allow access on September 17, 2024. ("**Exhibit 2**".)

Our process server has been unable to obtain access, and so the Owner has a pending motion before the Superior Court for authorization to serve the complaint and summons on the occupant by "post and mail," rather than personal service, following our server's multiple, diligent attempts to serve the tenant.

Since the Owner became aware of the NOV, she has made continued and repeated efforts to finally and fully resolve the NOV and make the required repairs to the Property. However, the occupant in possession of the Property has been completely uncooperative to the point of physically barring access.

We expect the application for service to be granted in the next few business days. Until the tenant is served, we do not yet know how quickly the Owner will recover possession. (For instance, it may obtain judgment for possession by default, upon failure to answer, or it may follow trial.) But unlawful detainers are a speedy civil remedy, and the Owner will briskly seek to recover the unit or settle the case in a manner that provides for judicially

supervised access to cure the NOV. For these reasons, we respectfully request that the Director refer this case back to DBI staff to allow the Owner more time to legally regain possession of the Property and thereafter swiftly cure the NOV.



Superior Court of California,
County of San Francisco
Civil/Small Claims

Sep-17-2024 W1224917F006
15:41:23

ASEALE

CASE NUMBER: CUD-24-676171

LORRAINE SMITH VS. EVERLYN DARNES ET AL

CIVIL COMPLAINT/PETITION/OTHER FIRST PAP
ER

FILED BY

FEE: \$435.00 PAID BY CHECK

THANK YOU

SUMMONS—EVICTION
(CITACIÓN JUDICIAL—DESALOJO)

SUM-130

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

UNLAWFUL DETAINER / FORCIBLE DETAINER / FORCIBLE ENTRY

(RETENCIÓN ILÍCITA DE UN INMUEBLE / RETENCIÓN FORZOSA / ENTRADA FORZOSA)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

Evelyn Darnes and Does 1-10 inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Lorraine Smith, Trustee of the Lorraine Smith Living Trust, UTD, August 8, 2008

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. If this summons was served through the Secretary of State's Safe at Home address confidentiality program, you have 10 days from the date of service, not counting Saturdays and Sundays and other judicial holidays, to respond.

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

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

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

¡AVISO! Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante. Si la presente citación le ha sido entregado a través del programa de dirección confidencial del Secretario del Estado Seguro en Casa, tiene 10 días después de la fecha de entrega, sin contar sábado y domingo y otros días feriados del tribunal, para responder.

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

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

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

1. The name and address of the court is:

(El nombre y dirección de la corte es):

San Francisco Superior Court-Civic Center Courthouse
400 McAllister Street, San Francisco, CA 94102

CASE NUMBER (número de caso):

CUD-24-676171

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*

SIERRA MCGINN SMITH, ZACKS & FREEDMAN, PC, 180 Montgomery Street, Suite 1950 San Francisco, CA 94104,
415-956-8100

PLAINTIFF (Name): Lorraine Smith, Trustee of the Lorraine Smith Living Trust, UTD, August 8, 2008	CASE NUMBER
DEFENDANT (Name): Evelyn Darnes and Does 1-10 inclusive	CUD-24-676171

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 4 below.)

4. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant)

a. Assistant's name:

b. Telephone no.:

c. Street address, city, and zip:

d. County of registration:

e. Registration no.:

f. Registration expires on (date):

SEP 17 2024

Date:
(Fecha)

Clerk, by
(Secretario)

ALEXANDRA SEAC

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (form POS-010).)

[SEAL]

5. NOTICE TO THE PERSON SERVED: You are served

a. ☐ as an individual defendant.

b. ☐ as the person sued under the fictitious name of (specify):

c. ☐ as an occupant.

d. ☐ on behalf of (specify):

under ☐ CCP 416.10 (corporation).

☐ CCP 416.20 (defunct corporation).

☐ CCP 416.40 (association or partnership).

☐ CCP 415.46 (occupant).

e. ☐ by personal delivery on (date):

☐ CCP 416.60 (minor).

☐ CCP 416.70 (conservatee).

☐ CCP 416.90 (authorized person).

☐ other (specify):

1. If you live here and you do not complete and submit this form, you may be evicted without further hearing by the court along with the persons named in the Summons and Complaint.
2. You must file this form within 10 days of the date of service listed in the box on the right hand side of this form.
 - 1 **Exception:** If you are a tenant being evicted after your landlord lost the property to foreclosure, the 10-day deadline does not apply to you and you may file this form at any time before judgment is entered.
3. If you file this form, your claim will be determined in the eviction action against the persons named in the complaint.
4. If you do not file this form, you may be evicted without further hearing.
5. If you are a tenant being evicted due to foreclosure, you have additional rights and should seek legal advice immediately.

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

- (Continued on reverse)

Plaintiff: Lorraine Smith, Trustee of the Lorraine Smith Living Trust, UTD, August 8, 2015	CASE NUMBER:
Defendant: Evelyn Darnes and Does 1-10 inclusive	

11. If my landlord lost this property to foreclosure, I understand that I can file this form at any time before judgment is entered, and that I have additional rights and should seek legal advice.
12. I understand that I will have *five days* (excluding court holidays) to file a response to the Summons and Complaint after I file this Prejudgment Claim of Right to Possession form.

NOTICE: If you fail to file this claim, you may be evicted without further hearing.

13. **Rental agreement.** I have (*check all that apply to you*):

- a. ☐ an oral or written rental agreement with the landlord.
- b. ☐ an oral or written rental agreement with a person other than the landlord.
- c. ☐ an oral or written rental agreement with the former owner who lost the property to foreclosure.
- d. ☐ other (*explain*):

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

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF CLAIMANT)

NOTICE: If you file this claim to possession, the unlawful detainer action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

— NOTICE TO OCCUPANTS —

YOU MUST ACT AT ONCE if all the following are true:

1. You are **NOT** named in the accompanying **Summons and Complaint**.
2. You occupied the premises on or before the date the unlawful detainer (eviction) complaint was filed.
3. You still occupy the premises.

You can complete and SUBMIT THIS CLAIM FORM WITHIN 10 DAYS from the date of service (on the form) at the court where the unlawful detainer (eviction) complaint was filed. If you are a tenant and your landlord lost the property you occupy through foreclosure, this 10-day deadline does not apply to you. You may file this form at any time before judgment is entered. You should seek legal advice immediately.

If you do not complete and submit this form (and pay a filing fee or file a fee waiver form if you cannot pay the fee), YOU WILL BE EVICTED.

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. *If you do not file this claim, you may be evicted without a hearing.*

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME Sierra McGinn Smith FIRM NAME Zacks & Freedman, PC STREET ADDRESS 180 Montgomery Street, Suite 1950 CITY San Francisco STATE CA ZIP CODE 94133 TELEPHONE NO 415-956-8100 FAX NO 415-288-9755 EMAIL ADDRESS sierra@zfplaw.com ATTORNEY FOR (name) Plaintiff, Lorraine Smith, Trustee of the Lorraine Smith Living Trust, UT	FOR COURT USE ONLY <div style="text-align: center;"> ENDORSED FILED <small>Superior Court of California County of San Francisco</small> </div> <div style="text-align: center;"> SEP 17 2024 CLERK OF THE COURT BY: <u>ALEXANDRA SEALE</u> <small>Deputy Clerk</small> </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS 400 McAllister St. MAILING ADDRESS 400 McAllister St. CITY AND ZIP CODE San Francisco 94102 BRANCH NAME CIVIC CENTER COURTHOUSE	CASE NUMBER <div style="font-size: 1.2em; font-weight: bold;">CUD-24-676171</div>
PLAINTIFF: Lorraine Smith, Trustee of the Lorraine Smith Living Trust, UTD, August 8, 2008 DEFENDANT: EVELYN DARNES and DOES 1-10 inclusive	
PLAINTIFF'S MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINER	
<p><i>All plaintiffs in unlawful detainer proceedings must file and serve this form. Filing this form complies with the requirement in Code of Civil Procedure section 1179.01.5(c).</i></p> <ul style="list-style-type: none"> • <i>Serve this form and any attachments to it with the summons.</i> • <i>If a summons has already been served without this form, then serve it by mail or any other means of service authorized by law.</i> • <i>If defendant has answered prior to service of this form, there is no requirement for defendant to respond to the supplemental allegations before trial.</i> <p><i>To obtain a judgment in an unlawful detainer action for nonpayment of rent on a residential property, a plaintiff must verify that no rental assistance or other financial compensation has been received for the amount demanded in the notice or accruing afterward, and that no application is pending for such assistance. To obtain a default judgment, plaintiff must use Verification by Landlord Regarding Rental Assistance—Unlawful Detainer (form UD-120) to make this verification and provide other information required by statute.</i></p>	

1. PLAINTIFF (name each):

Lorraine Smith, Trustee of the Lorraine Smith Living Trust, UTD, August 8, 2008

alleges causes of action in the complaint filed in this action against DEFENDANT (name each):
 EVELYN DARNES and DOES 1-10 inclusive

2. Statutory cover sheet allegations (Code Civ. Proc., § 1179.01.5(c))

- a. This action seeks possession of real property that is (check all that apply) ☒ residential ☐ commercial.
(If "residential" is checked, complete all remaining items that apply to this action. If only "commercial" is checked, no further items need to be completed except the signature and verification on page 2.)
- b. This action is based, in whole or in part, on an alleged default in payment of rent or other charges. ☒ Yes ☐ No

3. ☐ Statements regarding rental assistance (Required in all actions based on nonpayment of rent or any other financial obligation. Plaintiff must answer all the questions in this item and, if later seeking a default judgment, will also need to file Verification Regarding Rental Assistance—Unlawful Detainer (form UD-120).)

- a. Has plaintiff received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint? ☐ Yes ☒ No
- b. Has plaintiff received rental assistance or other financial compensation from any other source for rent accruing after the date of the notice underlying the complaint? ☐ Yes ☒ No
- c. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint? ☐ Yes ☒ No
- d. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source for rent accruing after the date on the notice underlying the complaint? ☐ Yes ☒ No

PLAINTIFF: Lorraine Smith, Trustee of the Lorraine Smith Living Trust, UTD, August 8, 2008
DEFENDANT: EVELYN DARNES and DOES 1-10 inclusive

CASE NUMBER:

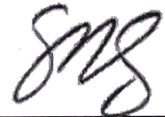
4. ☐ Other allegations Plaintiff makes the following additional allegations: (State any additional allegations below, with each allegation lettered in order, starting with (a), (b), (c), etc. If there is not enough space below, check the box below and use form MC-025, title it Attachment 4, and letter each allegation in order.) ☐ Other allegations are on form MC-025.

5. ☒ Number of pages attached (specify): 1 (verification)

Date: September 16, 2024

Sierra McGinn Smith

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: SEE ATTACHED

SEE ATTACHED VERIFICATION

(TYPE OR PRINT NAME)



(SIGNATURE)

VERIFICATION

I, LORRAINE SMITH, the undersigned, declare:

I am Plaintiff Lorraine Smith, trustee of The Lorraine Smith Living Trust, UTD, August 8, 2008, in this action. I have read the foregoing Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer. I make this verification based upon my personal knowledge, except for those allegations that are based on information and belief. The allegations stated in Plaintiff's Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer are true and correct to the best of my knowledge, except where those allegations are made on information and belief, in which case I am informed of and believe those allegations to be true.

I declare under penalty of perjury under the laws of the State of California that, that the foregoing is true and correct, and that this verification was executed on 9-13, 2024 at

San Francisco

Location

Lorraine Smith

LORRAINE SMITH, Trustee of The Lorraine Smith Living Trust, UTD, August 8, 2008

JUSTIN A. GOODMAN (SBN 263377)
SIERRA MCGINN SMITH (SBN 339487)
ZACKS & FREEDMAN, PC
180 Montgomery Street, Suite 1950
San Francisco, CA 94104
Tel: (415) 956-8100
Fax: (415) 288-9755
justin@zfplaw.com
sierra@zfplaw.com

Attorneys for Plaintiff,
LORRAINE SMITH,
Trustee of the Lorraine Smith Living Trust,
UTD, August 8, 2008

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

Case No.: CUD-24-676171

LORRAINE SMITH, Trustee of the Lorraine
Smith Living Trust, UTD, August 8, 2008,

Plaintiff,

vs.

EVELYN DARNES, and DOES 1-10
inclusive,

Defendants.

COMPLAINT FOR UNLAWFUL
DETAINER

Plaintiff LORRAINE SMITH, Trustee of the Lorraine Smith Living Trust, UTD, August 8, 2008 ("Plaintiff"), alleges as follows:

1. Plaintiff is the owner of the premises located at APN block 4993, lot 018, and commonly known as, 970 Key Avenue, San Francisco, 94124 ("the Premises"), which is the subject of this action, and is located in San Francisco County.

2. Plaintiff is informed and believes and thereupon alleges that Defendant EVELYN DARNES ("Defendant") is a natural person and over 18 years of age who is a resident of City and County of San Francisco, California, and who is in possession of the Premises.

ENDORSED
FILED
Superior Court of California
County of San Francisco

SEP 17 2024

CLERK OF THE COURT

BY: ALEXANDRA SCALE
Deputy Clerk

3. Defendant currently occupies the Premises, or claims some right to occupy the Premises, by virtue of which Plaintiff is excluded from possession.

4. Plaintiff does not know the true names or capacities of defendants named herein as Does 1-10, and therefore sues these defendants by fictitious names under the provisions of Code of Civil Procedure section 474. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. At all times mentioned herein, each of the defendants, including the defendants served as DOE herein, was the agent and/or employee of each of the remaining defendants and in doing the things herein mentioned was acting within the scope of such agency and/or employment. Plaintiff is further informed and believes and thereupon alleges that each of the defendants, including the defendants served as DOE herein, claims some type of possessory interest in and to the Premises.

5. At the time of service of the notice described below, Defendant was a periodic, month-to-month tenant at the Premises. A landlord-tenant relationship therefore exists between Plaintiff and Defendant.

6. The rental agreement regarding the Premises is oral.

7. On information and belief, in or around February of 2024, a burst pipe (or some other, similar failure with the plumbing at the Premises) caused flooding downhill to an adjacent property ("the Conditions"). On or around March 14, 2024, the San Francisco Department of Building Inspection issued a notice of violation to repair the damage ("the NOV").

8. During the above times, and on information and belief, persisting to the filing of this Complaint, Defendant has installed a chain and lock to the front gate to the Premises, and has refused requests for access by the landlord to address the Conditions and cure the NOV.

9. Accordingly, on June 26, 2024, Plaintiff posted a notice of entry (pursuant to Cal. Civ., §1954) to access the unit on July 1, 2024 for the purpose of addressing the Conditions. A true and correct copy of the June 26, 2024 notice of entry, along with its proof of service, is attached hereto as "**Exhibit 1**" and is incorporated herein by reference.

10. On July 1, 2024, at the noticed time, Defendant was not there to provide access, and did not otherwise permit access, and Plaintiff has no means of access independently of Defendant permitting access because of, among other things, the chain-locked gate.

11. Accordingly, on July 9, 2024, Plaintiff sent a cover letter, via posting at the Premises and mailing to the Defendant at the Premises, enclosing a second notice of entry, with a proposed date of July 12, 2024 for access, but also including an invitation for Defendant to contact Plaintiff's counsel to select any other available dates for the week of July 15, 2024. That letter also enclosed a 10-day notice to cure (see, San Francisco Rent Ordinance §§37.9(c), (o)), requiring that Defendant cure the refusal to permit access on July 1, 2024 within a ten day period. A true and correct copy of the July 9, 2024 cover letter, enclosing a notice of entry and a 10-day notice to cure, as well as the proof of service of that letter, are attached hereto as "Exhibit 2" and is incorporated herein by reference. (The letter indicates service by regular and certified mail, however, that is a typographical error, and it was actually sent in the manner stated in the proof of service.)

12. On July 12, 2024, at the time stated in the notice of entry, Plaintiff again tried to access as noticed, but Defendant was not there to provide access, and did not otherwise permit access, and Plaintiff has no means of access independently of Defendant permitting access because of, among other things, the chain-locked gate. Defendant did not contact Plaintiff (via counsel or otherwise) at any time since July 12, 2024 (including as of the filing of this complaint) to seek to coordinate access to the Premises.

13. Therefore, on July 24, 2024, Plaintiff served a "three (3) day notice to quit" ("the Eviction Notice"), demanding that Defendant quit the Premises by the expiration of three days. A true and correct copy of the Eviction Notice is attached hereto as "Exhibit 3" and is incorporated herein by reference. A true and correct copy of the proof of service of the Eviction Notice is attached hereto as "Exhibit 4" and is incorporated herein by reference, and the Eviction Notice was served as stated in that proof of service.

14. The Eviction Notice expired at the end of the day on July 29, 2024, Defendant did not quit the Premises by the end of the day on that date.

15. Defendant has continued in possession since the expiration of the Eviction Notice without Plaintiff's permission or consent.

16. Defendant's tenancy at the Premises is subject to the San Francisco Rent Stabilization and Arbitration Ordinance (San Francisco Administrative Code Chapter 37). Plaintiff's dominant motive

1 in seeking to recover possession of the Premises is Section 37.9(a)(6), which permits a landlord to
2 recover possession of a rental unit where “[t]he tenant has, after written notice to cease, refused the
3 landlord access to the rental unit as required by State or local law”, and which cause is stated in the
4 Eviction Notice.

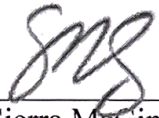
5 17. The value of the Premises is at least \$134.00 per day, and damages to Plaintiff caused by
6 Defendant’s unlawful detention thereof have accrued at said rate since July 30, 2024, and will continue
7 to accrue at said rate so long as Defendant remains in possession of the Premises.

8 PRAYER FOR RELIEF

9 WHEREFORE, Plaintiff prays judgment against Defendant, and each of them, as follows:

- 10 1. For restitution and immediate possession of the Premises from Defendant;
11 2. For forfeiture of the rental agreement;
12 3. For damages at the rate of at least \$134.00 per day, according to proof at trial, for each day
13 Defendant continues in possession of the Premises, commencing July 30, 2024;
14 4. For costs of suit herein incurred; and
15 5. For such other and further relief as the court may deem just and proper.

16
17
18
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20 Dated: September 16, 2024


By: Sierra McGinn Smith
ZACKS & FREEDMAN, PC
Attorneys for Plaintiff,
LORRAINE SMITH,
Trustee of the Lorraine Smith Living Trust,
UTD, August 8, 2008

VERIFICATION

I, LORRAINE SMITH, the undersigned, declare:

I am Plaintiff Lorraine Smith, trustee of The Lorraine Smith Living Trust, UTD, August 8, 2008, in this action. I have read the foregoing Complaint for Unlawful Detainer. I make this verification based upon my personal knowledge, except for those allegations that are based on information and belief. The allegations stated in the Complaint are true and correct to the best of my knowledge, except where those allegations are made on information and belief, in which case I am informed of and believe those allegations to be true.

I declare under penalty of perjury under the laws of the State of California that, that the foregoing is true and correct, and that this verification was executed on Sept 2, 2024 at

S.F., Ca 2
Location



LORRAINE SMITH, Trustee of the Lorraine
Smith Living Trust, UTD, August 8, 2008

EXHIBIT 1

NOTICE OF ENTRY OF PREMISES

(Cal. Civ., §1954)

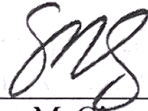
To: **Evelyn Darnes**, and
All Other Persons in Possession or Occupancy of

Premises: **970 Key Avenue**
San Francisco, CA 94124
including all garage, storage and common areas ("the Premises")

PLEASE TAKE NOTICE that the owner/landlord of the above-described Premises and/or their agent intend to enter the Premises, pursuant to California Civil Code, section 1954(a)(2), which allows entry "to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services". Specifically, landlord will be evaluating the water and plumbing issues at the Premises to make arrangements for repairs.

Said entry shall take place on **Monday, July 1, 2024**, at approximately **12:00 p.m.** and shall last approximately **1 hour**.

Please do not hesitate to contact the undersigned if you have any questions regarding this matter. Advice regarding this Notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board, located at 25 Van Ness Avenue, Suite 320, San Francisco, California (415) 252-4600.



By: Sierra McGinn Smith
ZACKS & FREEDMAN, PC
Attorneys for Owner/Landlord
180 Montgomery Street, Suite 1950
San Francisco, CA 94104
415.956.8100
415.288.9755 fax
Sierra@zfplaw.com

1954. (a) A landlord may enter the dwelling unit only in the following cases:

- (1) In case of emergency.
- (2) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5.
- (3) When the tenant has abandoned or surrendered the premises.
- (4) Pursuant to court order.
- (5) For the purposes set forth in Chapter 2.5 (commencing with Section 1954.201).
- (6) To comply with the provisions of Article 2.2 (commencing with Section 17973) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code.
- (b) Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.
- (c) The landlord may not abuse the right of access or use it to harass the tenant.
- (d) (1) Except as provided in subdivision (e), or as provided in paragraph (2) or (3), the landlord shall give the tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be personally delivered to the tenant, left with someone of a suitable age and discretion at the premises, or, left on, near, or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to the tenant. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.
- (2) If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the landlord or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale and that the landlord or agent may contact the tenant orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose of the entry. At the time of entry, the landlord or agent shall leave written evidence of the entry inside the unit.
- (3) The tenant and the landlord may agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, the landlord is not required to provide the tenant a written notice.
- (e) No notice of entry is required under this section:
 - (1) To respond to an emergency.
 - (2) If the tenant is present and consents to the entry at the time of entry.
 - (3) After the tenant has abandoned or surrendered the unit.

PROOF (DECLARATION) OF SERVICE OF NOTICE TO TENANT

On 6/26/2024, I served the NOTICE(s) herein to the following Tenant(s):
(Insert Date of Service of Notice)

Evelyn Darnes
(Insert Name of Tenant)

All Other Persons in Possession or Occupancy
(Insert Name of Tenant)

(Insert Name of Tenant)

At: 970 Key Avenue San Francisco, CA 94124
(Address)

- ☐ 3 Day Notice to Pay Rent or Quit
☐ TEN-DAY WARNING TO Tenant (San Francisco Rent Ordinance § 37.9(c))
☐ 30 Day Notice to Quit or Cure Illegal Use (Code of Civil Procedure Section 1161; SFRO 37.9(a)(4))
☐ 60 Day Notice of Termination of Tenancy
☒ Other: NOTICE OF ENTRY OF PREMISES (Cal. Civ., §1954)

The NOTICE(s) set forth above were served by:

☐ PERSONAL DELIVERY:

I **HANDED** a copy of the NOTICE(s) to the following Tenant(s)

(Insert Name of Tenant)

(Insert Name of Tenant)

☐ SUBSTITUTED SERVICE BY LEAVING NOTICE & MAILING:

I **LEFT** copies of the NOTICE(s) with a person of suitable age and discretion at the residence or usual place of business of the Tenant(s), said Tenant(s) being absent there from. Thereafter, on the same date, I also **MAILED** copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

(Insert Name of the Person that you left the Notice With Who Is At Least 18 years old or Give Description (Age, Sex, Height, Weight etc). if person refuses to give name)

☒ POSTING & MAILING:

I served the NOTICE to the Tenant(s) by **POSTING** a copy of the NOTICE(s) in a conspicuous place on the Premises, as no person of suitable age or discretion could be found at the Premises and the business cannot be ascertained. Thereafter, on the same date, I also **MAILED** copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

I declare under penalty of perjury under the laws of the State of California that that at the time of service of the NOTICE(s) I was at least EIGHTEEN (18) years of age and that foregoing is true and correct. If called as a witness to testify thereto, I could do so competently.

Executed (Signed) on 6/27/24, at San Francisco California.
(Insert City)

Stephen Sabol REG: SF 20201453

Print Name

Signature

EXHIBIT 2



ZACKS & FREEDMAN PC

July 9, 2024

Evelyn Darnes
970 Key Avenue
San Francisco, CA 94124

Via First Class Mail & Certified Mail

Re: Access Issues at 970 Key 36th Street ("the Premises")

Dear Ms. Darnes,

As you may be aware, my office represents the owner of the Premises. My office posted a statutory notice at the Premises on June 26, 2024, which notified you that the owner intended to enter the Premises, pursuant to California Civil Code, section 1954(a)(2), to evaluate the water and plumbing issues at the Premises.

The notice stated that the owner would enter the Premises on Monday, July 1, 2024, at approximately 12:00 p.m. for approximately one hour. However, when my client went to the Premises at the aforementioned date and time, he was unable to gain entry due to no answer, and a chain on the front gate.

Enclosed, please find another notice of entry, scheduled for Friday, July 12, 2024, at approximately 12:00 p.m. Additionally, we invite you to select other suitable dates during the week of July 15th.

If you are not able to allow entry on July 12, 2024, please let us know your preferred dates and times. This will help us coordinate access to the Premises and address the necessary evaluations and repairs promptly. I am available by email at sierra@zfplaw.com, or by phone at 415-956-8100.

Thank you for your cooperation in this matter.

Very truly yours,

ZACKS & FREEDMAN, PC

Sierra McGinn Smith

Lorraine Smith Living Trust

July 9, 2024

Page 2

Encl.:

- Notice of Entry of Premises
- 10-Day Warning to Tenant

NOTICE OF ENTRY OF PREMISES

(Cal. Civ., §1954)

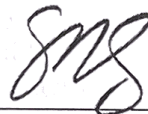
To: **Evelyn Darnes**, and
All Other Persons in Possession or Occupancy of

Premises: **970 Key Avenue**
San Francisco, CA 94124
including all garage, storage and common areas ("the Premises")

PLEASE TAKE NOTICE that the owner/landlord of the above-described Premises and/or their agent intend to enter the Premises, pursuant to California Civil Code, section 1954(a)(2), which allows entry "to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services". Specifically, landlord will be evaluating the water and plumbing issues at the Premises to make arrangements for repairs.

Said entry shall take place on **Friday, July 12, 2024**, at approximately **12:00 p.m.** and shall last approximately **1 hour**.

Please do not hesitate to contact the undersigned if you have any questions regarding this matter. Advice regarding this Notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board, located at 25 Van Ness Avenue, Suite 320, San Francisco, California (415) 252-4600.



By: Sierra McGinn Smith
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Attorneys for Owner/Landlord
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1954. (a) A landlord may enter the dwelling unit only in the following cases:

- (1) In case of emergency.
 - (2) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5.
 - (3) When the tenant has abandoned or surrendered the premises.
 - (4) Pursuant to court order.
 - (5) For the purposes set forth in Chapter 2.5 (commencing with Section 1954.201).
 - (6) To comply with the provisions of Article 2.2 (commencing with Section 17973) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code.
- (b) Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.
- (c) The landlord may not abuse the right of access or use it to harass the tenant.
- (d) (1) Except as provided in subdivision (e), or as provided in paragraph (2) or (3), the landlord shall give the tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be personally delivered to the tenant, left with someone of a suitable age and discretion at the premises, or, left on, near, or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to the tenant. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.
- (2) If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the landlord or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale and that the landlord or agent may contact the tenant orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose of the entry. At the time of entry, the landlord or agent shall leave written evidence of the entry inside the unit.
- (3) The tenant and the landlord may agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, the landlord is not required to provide the tenant a written notice.
- (e) No notice of entry is required under this section:
- (1) To respond to an emergency.
 - (2) If the tenant is present and consents to the entry at the time of entry.
 - (3) After the tenant has abandoned or surrendered the unit.

10-Day Warning To Tenant

(San Francisco Rent Ordinance Section 37.9(c))

To [Tenants and all others in possession] at [Address of the rental unit]:

Evelyn Darnes

970 Key Avenue, San Francisco, California 94124

San Francisco Rent Ordinance Section 37.9(c) provides that before a landlord may begin eviction proceedings for certain just cause reasons, the tenant must be given a written warning and an opportunity to correct the claimed violation.

You are hereby notified that you are violating the following material term(s) of your tenancy (include specific facts):

You, Evelyn Darnes, refused to allow landlord access to your rental unit as required by law. Specifically, on July 1, 2024, you refused entry to the landlord who needed access to conduct necessary repairs and maintenance despite receiving a 24-hour advance notice as required by law.

(attach additional pages if necessary)

You must take the following action in order to correct the claimed violation described above:

To cure the above violation, you must permit access on July 12, 2024, at 12:00 PM. Alternatively, you may make timely arrangements for Landlord to access the rental unit at a mutually agreeable time that is within the next ten days.

(attach additional pages if necessary)

Please take notice that if the violation described above is not cured within ten (10) days, your Landlord may serve you with a formal eviction notice pursuant to California Code of Civil Procedure §1161. In some cases, the eviction notice may be required to provide you with an additional period to cure the violation before the landlord may terminate your tenancy.

For mediation services and help resolving housing disputes, contact the San Francisco Bar Association's Conflict Intervention Service at (415) 782-8940 or Community Boards at (415) 920-3820. For general information regarding landlord-tenant issues, the San Francisco Rent Board provides phone counseling at (415) 252-4600.

Dated: July 9, 2024

By:


LANDLORD/LANDLORD'S AGENT

Si necesita este formulario en Español, por favor llame al 415-252-4600 o visite a la oficina de La Junta del Control de Rentas en 25 Van Ness Avenue, #320, San Francisco.

如果您需要此表格的中文版本，請致電 415-252-4600 或造訪租務委員會辦公室，地址是：25 Van Ness Avenue, #320, San Francisco。

Kung kailangan ninyo ng form na ito sa Filipino, mangyaring tumawag sa 415-252-4600 o pumunta sa opisina ng San Francisco Rent Board na matatagpuan sa 25 Van Ness Avenue, #320, San Francisco.



San Francisco Residential Rent Stabilization and Arbitration Board

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

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

NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 10:00 am - 2:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4600 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at www.sf.gov/rentboard.

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

NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 10:00 am a 2:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4600 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en www.sf.gov/rentboard.

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

THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 10:00 giờ sáng - 2:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4600 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web www.sf.gov/rentboard.

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



San Francisco Residential Rent Stabilization and Arbitration Board

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

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

租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 10:00 - 下午 2:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4600 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：www.sf.gov/rentboard。

您可能具有資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能具有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 10:00 до 14:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4600 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте www.sf.gov/rentboard.

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

ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 10:00 am - 2:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4600 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa www.sf.gov/rentboard.

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

PROOF (DECLARATION) OF SERVICE OF NOTICE TO TENANT

On 7/9/2024, I served the NOTICE(s) herein to the following Tenant(s):

(Insert Date of Service of Notice)

Evelyn Darnes

(Insert Name of Tenant)

All Other Persons in Possession or Occupancy

(Insert Name of Tenant)

(Insert Name of Tenant)

At: 970 Key Avenue San Francisco, CA 94124

(Address)

- ☐ 3 Day Notice to Pay Rent or Quit
☐ TEN-DAY WARNING TO Tennant (San Francisco Rent Ordinance § 37.9(c))
☐ 30 Day Notice to Quit or Cure Illegal Use (Code of Civil Procedure Section 1161; SFRO 37.9(a)(4))
☐ 60 Day Notice of Termination of Tenancy
☒ Other: Letter to tenant with Enclosures: Notice of Entry of Premises, 10-Day Warning to Tenant

The NOTICE(s) set forth above were served by:

☐ PERSONAL DELIVERY:

I HANDED a copy of the NOTICE(s) to the following Tenant(s)

(Insert Name of Tenant)

(Insert Name of Tenant)

☐ SUBSTITUTED SERVICE BY LEAVING NOTICE & MAILING:

I LEFT copies of the NOTICE(s) with a person of suitable age and discretion at the residence or usual place of business of the Tenant(s), said Tenant(s) being absent there from. Thereafter, on the same date, I also MAILED copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

(Insert Name of the Person that you left the Notice With Who Is At Least 18 years old or Give Description (Age, Sex, Height, Weight etc). if person refuses to give name)

☒ POSTING & MAILING:

I served the NOTICE to the Tenant(s) by POSTING a copy of the NOTICE(s) in a conspicuous place on the Premises, as no person of suitable age or discretion could be found at the Premises and the business cannot be ascertained. Thereafter, on the same date, I also MAILED copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

I declare under penalty of perjury under the laws of the State of California that that at the time of service of the NOTICE(s) I was at least EIGHTEEN (18) years of age and that foregoing is true and correct. If called as a witness to testify thereto, I could do so competently.

Executed (Signed) on 7/10/24, at San Francisco California.
(Insert City)

Stephen Sabol REG: SF 20201453

Print Name

Signature

EXHIBIT 3

THREE (3) DAY NOTICE TO QUIT

(Cal. Code Civ. Proc., § 1161(4); San Francisco Rent Ordinance Section 37.9(a)(6))

To: **EVELYN DARNES**, DOES 1 through 10, and All Other Occupants in possession of the following Premises:

Premises: **970 Key Avenue, San Francisco, CA 94124**, including any and all garage, storage and common areas ("the Premises")

YOU ARE HEREBY NOTIFIED that you are committing waste upon the Premises and/or maintaining, committing and/or permitting the maintenance or commission of a nuisance upon the Premises as follows:

- On June 26, 2024, the owner posted and mailed a notice of entry of Premises, notifying you, that the owner intended to enter the Premises on July 1, 2024, at approximately 12:00 p.m. for about 1 hour to evaluate the water and plumbing issues and make arrangements for repairs.
- On July 1, 2024, the owner of the Premises attempted to enter, as noticed. You did not answer the door or otherwise make arrangements for entry, and the gate in front of the door was locked and chained with a padlock for which you have not provided the owner with a key. The owner was therefore unable to gain entry pursuant to the notice of entry.
- On July 9, 2024, the owner posted and mailed a letter along with a second notice of entry of the Premises, notifying you that the owner intended to enter the Premises on July 12, 2024, at approximately 12:00 p.m. for about 1 hour to evaluate the water and plumbing issues and make arrangements for repairs. The July 9, 2024 letter invited you to make arrangements for other dates of entry, on the week of July 15, 2024, if you preferred. The July 9, 2024 letter also enclosed a 10-Day Warning to Tenant, notifying you that refusal to permit access is just cause for eviction and allowing you to cure the refusal to allow access.
- On July 12, 2024, at 12:00 p.m., the owner attempted to enter the Premises again to evaluate the water and plumbing issues and make arrangements for repairs. You did not answer the door or otherwise make arrangements for entry, and the gate in front of the door was locked and chained with a padlock for which you have not provided the owner with a key. The owner was unable to gain entry pursuant to the notice of entry of the Premises.
- As of the date of this notice, you have not permitted entry or made any arrangements to attempt to permit or allow entry to the Premises.

YOU ARE HEREBY REQUIRED, by the expiration of three (3) days after service upon you of this Notice, to remove yourself from and deliver up possession of the above-mentioned Premises to the Owner Lorraine Smith Living Trust, which you may do c/o Sierra McGinn Smith of ZACKS & FREEDMAN, PC, located at 180 Montgomery Street, Suite 1950, San Francisco, CA 94104 and available at Tel.: 415.956.8100, Fax: 415.288.9755, Email: Sierra@zfpplaw.com, who is authorized to receive same.

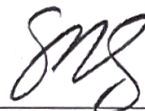
If you do not comply with this Notice by quitting possession of the Premises, legal proceedings will be instituted against you to recover possession of the Premises, to declare the forfeiture of the lease or rental agreement under which you occupy the Premises, and to recover damages together with court costs and attorney's fees as permitted by law.

The Owner and this Notice comply with Section 37.9(a)(6) of the San Francisco Administrative Code, Chapter 37, enacted in 1979, and amended thereafter ("the Rent Ordinance"), which permits a landlord to recover possession of a rental unit where "[t]he tenant has, after written notice to cease, refused the landlord access to the rental unit as required by State or local law." Section 37.9(a)(6) of the Rent Ordinance is the Owner's dominant motive in seeking to recover possession. The foregoing acts and omissions constitute nuisance (Cal. Civ., § 3479) and waste, as those terms are used in Cal. Code Civ. Proc., §1161(4).

YOU ARE FURTHER NOTIFIED that the Landlord/Owner hereby elects to declare the forfeiture of your lease or rental agreement under which you hold possession of the Premises.

YOU ARE FURTHER NOTIFIED that State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Advice regarding this Notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board, located at 25 Van Ness Avenue, Suite 320, San Francisco, California (415) 252-4600.



By: Sierra McGinn Smith, Esq.
ZACKS & FREEDMAN, PC
Attorneys for Owner,
Lorraine Smith Living Trust
180 Montgomery Street, Suite 1950
San Francisco, CA 94104
Tel: 415.956.8100
Fax: 415.288.9755

CC: San Francisco Residential Rent Stabilization and Arbitration Board

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



San Francisco Residential Rent Stabilization and Arbitration Board

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

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

NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 10:00 am - 2:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4600 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at www.sf.gov/rentboard.

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

NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 10:00 am a 2:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4600 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en www.sf.gov/rentboard.

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

THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 10:00 giờ sáng - 2:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4600 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web www.sf.gov/rentboard.

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



San Francisco Residential Rent Stabilization and Arbitration Board

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

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

租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 10:00 - 下午 2:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4600 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：www.sf.gov/rentboard。

您可能資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 10:00 до 14:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4600 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте www.sf.gov/rentboard.

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

ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 10:00 am - 2:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4600 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa www.sf.gov/rentboard.

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

EXHIBIT 4

PROOF (DECLARATION) OF SERVICE OF NOTICE TO TENANT

On 7/24/2024, I served the NOTICE(s) herein to the following Tenant(s):
(Insert Date of Service of Notice)

Evelyn Darnes
(Insert Name of Tenant)

All Other Occupants in possession
(Insert Name of Tenant)

(Insert Name of Tenant)

At: 970 Key Avenue San Francisco, CA 94124
(Address)

- ☒ **3 Day Notice to Quit**
☐ **TEN-DAY WARNING TO Tennant (San Francisco Rent Ordinance § 37.9(c))**
☐ **30 Day Notice to Quit or Cure Illegal Use (Code of Civil Procedure Section 1161; SFRO 37.9(a)(4))**
☐ **60 Day Notice of Termination of Tenancy**
☒ **Other: Notice to Tenant Required by Rent Ordinance §37.9(c)**

The NOTICE(s) set forth above were served by:

☐ **PERSONAL DELIVERY:**

I **HANDED** a copy of the NOTICE(s) to the following Tenant(s)

(Insert Name of Tenant)

(Insert Name of Tenant)

☐ **SUBSTITUTED SERVICE BY LEAVING NOTICE & MAILING:**

I **LEFT** copies of the NOTICE(s) with a person of suitable age and discretion at the residence or usual place of business of the Tenant(s), said Tenant(s) being absent there from. Thereafter, on the same date, I also **MAILED** copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

(Insert Name of the Person that you left the Notice With Who Is At Least 18 years old or Give Description (Age, Sex, Height, Weight etc). if person refuses to give name)

☒ **POSTING & MAILING:**

I served the NOTICE to the Tenant(s) by **POSTING** a copy of the NOTICE(s) in a conspicuous place on the Premises, as no person of suitable age or discretion could be found at the Premises and the business cannot be ascertained. Thereafter, on the same date, I also **MAILED** copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

I declare under penalty of perjury under the laws of the State of California that that at the time of service of the NOTICE(s) I was at least EIGHTEEN (18) years of age and that foregoing is true and correct. If called as a witness to testify thereto, I could do so competently.

Executed (Signed) on 7/24/24, at Oakland California.
(Insert City)

Joshua Blank RPS: 2024-0001354

Print Name

Signature

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)
 JUSTIN A. GOODMAN (SBN 263377), SIERRA MCGINN SMITH (SBN 330487)
 ZACKS & FREEDMAN, PC, 180 Montgomery St., Ste 1950, San Francisco, CA 94104

TELEPHONE NO 415-956-8100 FAX NO 415-288-0755
 EMAIL ADDRESS justin@zfplaw.com; sierra@zfplaw.com
 ATTORNEY FOR (Name) Plaintiff The Lorraine Smith Living Trust

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS 400 McAllister Street
 MAILING ADDRESS 400 McAllister Street
 CITY AND ZIP CODE SAN FRANCISCO, 94102
 BRANCH NAME Civic Center Courthouse

CASE NAME:

Lorraine Smith, Trustee of The Lorraine Smith Living Trust v. Evelyn Darnes and Does 1-10

ENDORSED
 FILED
 Superior Court of California
 County of San Francisco

SEP 17 2024

CLERK OF THE COURT

BY: ALEXANDRA SCHE
 Deputy Clerk

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)

CASE NUMBER

CUD-24-676171

JUDGE

DEPT

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

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

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

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

Employment

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

Contract

- ☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ 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 d. ☐ Large number of witnesses
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

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

4. Number of causes of action (specify): One: Unlawful Detainer

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: September 16, 2024

Sierra McGinn Smith

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

EXHIBIT B



EXHIBIT C

JUSTIN A. GOODMAN (SBN 263377)
SIERRA MCGINN SMITH (SBN 339487)
ZACKS & FREEDMAN, PC
180 Montgomery Street, Suite 1950
San Francisco, CA 94104
Tel: (415) 956-8100
Fax: (415) 288-9755
justin@zfplaw.com
sierra@zfplaw.com

Attorneys for Plaintiff,
LORRAINE SMITH,
Trustee of the Lorraine Smith Living Trust,
UTD, August 8, 2008

FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

SEP 17 2024

CLERK OF THE COURT

BY: Alexandra Seal
Deputy Clerk
ALEXANDRA SEAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

Case No.: CUD-24-676171

LORRAINE SMITH, Trustee of the Lorraine
Smith Living Trust, UTD, August 8, 2008,

Plaintiff,

vs.

EVELYN DARNES, and DOES 1-10
inclusive,

Defendants.

**COMPLAINT FOR UNLAWFUL
DETAINER**

Plaintiff LORRAINE SMITH, Trustee of the Lorraine Smith Living Trust, UTD, August 8, 2008 ("Plaintiff"), alleges as follows:

1. Plaintiff is the owner of the premises located at APN block 4993, lot 018, and commonly known as, 970 Key Avenue, San Francisco, 94124 ("the Premises"), which is the subject of this action, and is located in San Francisco County.

2. Plaintiff is informed and believes and thereupon alleges that Defendant EVELYN DARNES ("Defendant") is a natural person and over 18 years of age who is a resident of City and County of San Francisco, California, and who is in possession of the Premises.

1 3. Defendant currently occupies the Premises, or claims some right to occupy the Premises, by
2 virtue of which Plaintiff is excluded from possession.

3 4. Plaintiff does not know the true names or capacities of defendants named herein as Does 1-10,
4 and therefore sues these defendants by fictitious names under the provisions of Code of Civil
5 Procedure section 474. Plaintiff will amend this complaint to allege their true names and capacities
6 when ascertained. At all times mentioned herein, each of the defendants, including the defendants
7 served as DOE herein, was the agent and/or employee of each of the remaining defendants and in
8 doing the things herein mentioned was acting within the scope of such agency and/or employment.
9 Plaintiff is further informed and believes and thereupon alleges that each of the defendants, including
10 the defendants served as DOE herein, claims some type of possessory interest in and to the Premises.

11 5. At the time of service of the notice described below, Defendant was a periodic, month-to-
12 month tenant at the Premises. A landlord-tenant relationship therefore exists between Plaintiff and
13 Defendant.

14 6. The rental agreement regarding the Premises is oral.

15 7. On information and belief, in or around February of 2024, a burst pipe (or some other, similar
16 failure with the plumbing at the Premises) caused flooding downhill to an adjacent property ("the
17 Conditions"). On or around March 14, 2024, the San Francisco Department of Building Inspection
18 issued a notice of violation to repair the damage ("the NOV").

19 8. During the above times, and on information and belief, persisting to the filing of this
20 Complaint, Defendant has installed a chain and lock to the front gate to the Premises, and has refused
21 requests for access by the landlord to address the Conditions and cure the NOV.

22 9. Accordingly, on June 26, 2024, Plaintiff posted a notice of entry (pursuant to Cal. Civ., §1954).
23 to access the unit on July 1, 2024 for the purpose of addressing the Conditions. A true and correct copy
24 of the June 26, 2024 notice of entry, along with its proof of service, is attached hereto as "**Exhibit 1**"
25 and is incorporated herein by reference.

26 10. On July 1, 2024, at the noticed time, Defendant was not there to provide access, and did not
27 otherwise permit access, and Plaintiff has no means of access independently of Defendant permitting
28 access because of, among other things, the chain-locked gate.

11. Accordingly, on July 9, 2024, Plaintiff sent a cover letter, via posting at the Premises and mailing to the Defendant at the Premises, enclosing a second notice of entry, with a proposed date of July 12, 2024 for access, but also including an invitation for Defendant to contact Plaintiff's counsel to select any other available dates for the week of July 15, 2024. That letter also enclosed a 10-day notice to cure (see, San Francisco Rent Ordinance §§37.9(c), (o)), requiring that Defendant cure the refusal to permit access on July 1, 2024 within a ten day period. A true and correct copy of the July 9, 2024 cover letter, enclosing a notice of entry and a 10-day notice to cure, as well as the proof of service of that letter, are attached hereto as "Exhibit 2" and is incorporated herein by reference. (The letter indicates service by regular and certified mail, however, that is a typographical error, and it was actually sent in the manner stated in the proof of service.)

12. On July 12, 2024, at the time stated in the notice of entry, Plaintiff again tried to access as noticed, but Defendant was not there to provide access, and did not otherwise permit access, and Plaintiff has no means of access independently of Defendant permitting access because of, among other things, the chain-locked gate. Defendant did not contact Plaintiff (via counsel or otherwise) at any time since July 12, 2024 (including as of the filing of this complaint) to seek to coordinate access to the Premises.

13. Therefore, on July 24, 2024, Plaintiff served a "three (3) day notice to quit" ("the Eviction Notice"), demanding that Defendant quit the Premises by the expiration of three days. A true and correct copy of the Eviction Notice is attached hereto as "Exhibit 3" and is incorporated herein by reference. A true and correct copy of the proof of service of the Eviction Notice is attached hereto as "Exhibit 4" and is incorporated herein by reference, and the Eviction Notice was served as stated in that proof of service.

14. The Eviction Notice expired at the end of the day on July 29, 2024, Defendant did not quit the Premises by the end of the day on that date.

15. Defendant has continued in possession since the expiration of the Eviction Notice without Plaintiff's permission or consent.

16. Defendant's tenancy at the Premises is subject to the San Francisco Rent Stabilization and Arbitration Ordinance (San Francisco Administrative Code Chapter 37). Plaintiff's dominant motive

1 in seeking to recover possession of the Premises is Section 37.9(a)(6), which permits a landlord to
2 recover possession of a rental unit where "[t]he tenant has, after written notice to cease, refused the
3 landlord access to the rental unit as required by State or local law", and which cause is stated in the
4 Eviction Notice.


5 17. The value of the Premises is at least \$134.00 per day, and damages to Plaintiff caused by
6 Defendant's unlawful detention thereof have accrued at said rate since July 30, 2024, and will continue
7 to accrue at said rate so long as Defendant remains in possession of the Premises.

8 PRAYER FOR RELIEF

9 WHEREFORE, Plaintiff prays judgment against Defendant, and each of them, as follows:

- 10 1. For restitution and immediate possession of the Premises from Defendant;
11 2. For forfeiture of the rental agreement;
12 3. For damages at the rate of at least \$134.00 per day, according to proof at trial, for each day
13 Defendant continues in possession of the Premises, commencing July 30, 2024;
14 4. For costs of suit herein incurred; and
15 5. For such other and further relief as the court may deem just and proper.

16
17
18
19
20 Dated: September 16, 2024


By: Sierra McGinn Smith
ZACKS & FREEDMAN, PC
Attorneys for Plaintiff,
LORRAINE SMITH,
Trustee of the Lorraine Smith Living Trust,
UTD, August 8, 2008

VERIFICATION

I, LORRAINE SMITH, the undersigned, declare:

I am Plaintiff Lorraine Smith, trustee of The Lorraine Smith Living Trust, UTD, August 8, 2008, in this action. I have read the foregoing Complaint for Unlawful Detainer. I make this verification based upon my personal knowledge, except for those allegations that are based on information and belief. The allegations stated in the Complaint are true and correct to the best of my knowledge, except where those allegations are made on information and belief, in which case I am informed of and believe those allegations to be true.

I declare under penalty of perjury under the laws of the State of California that, that the foregoing is true and correct, and that this verification was executed on Sept 2, 2024 at

S.F., Ca

Location



LORRAINE SMITH, Trustee of the Lorraine
Smith Living Trust, UTD, August 8, 2008

EXHIBIT 1

NOTICE OF ENTRY OF PREMISES

(Cal. Civ., §1954)

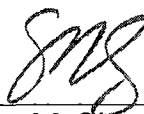
To: **Evelyn Darnes**, and
All Other Persons in Possession or Occupancy of

Premises: **970 Key Avenue**
San Francisco, CA 94124
including all garage, storage and common areas ("the Premises")

PLEASE TAKE NOTICE that the owner/landlord of the above-described Premises and/or their agent intend to enter the Premises, pursuant to California Civil Code, section 1954(a)(2), which allows entry "to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services". Specifically, landlord will be evaluating the water and plumbing issues at the Premises to make arrangements for repairs.

Said entry shall take place on **Monday, July 1, 2024**, at approximately **12:00 p.m.** and shall last approximately **1 hour**.

Please do not hesitate to contact the undersigned if you have any questions regarding this matter. Advice regarding this Notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board, located at 25 Van Ness Avenue, Suite 320, San Francisco, California (415) 252-4600.



By: Sierra McGinn Smith
ZACKS & FREEDMAN, PC
Attorneys for Owner/Landlord
180 Montgomery Street, Suite 1950
San Francisco, CA 94104
415.956.8100
415.288.9755 fax
Sierra@zfplaw.com

1954. (a) A landlord may enter the dwelling unit only in the following cases:

(1) In case of emergency.

(2) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5.

(3) When the tenant has abandoned or surrendered the premises.

(4) Pursuant to court order.

(5) For the purposes set forth in Chapter 2.5 (commencing with Section 1954.201).

(6) To comply with the provisions of Article 2.2 (commencing with Section 17973) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code.

(b) Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.

(c) The landlord may not abuse the right of access or use it to harass the tenant.

(d) (1) Except as provided in subdivision (e), or as provided in paragraph (2) or (3), the landlord shall give the tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be personally delivered to the tenant, left with someone of a suitable age and discretion at the premises, or, left on, near, or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to the tenant. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.

(2) If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the landlord or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale and that the landlord or agent may contact the tenant orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose of the entry. At the time of entry, the landlord or agent shall leave written evidence of the entry inside the unit.

(3) The tenant and the landlord may agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, the landlord is not required to provide the tenant a written notice.

(e) No notice of entry is required under this section:

(1) To respond to an emergency.

(2) If the tenant is present and consents to the entry at the time of entry.

(3) After the tenant has abandoned or surrendered the unit.

PROOF (DECLARATION) OF SERVICE OF NOTICE TO TENANT

On 6/26/2024, I served the NOTICE(s) herein to the following Tenant(s):
(Insert Date of Service of Notice)

Evelyn Darnes
(Insert Name of Tenant)

All Other Persons in Possession or Occupancy
(Insert Name of Tenant)

(Insert Name of Tenant)

At: 970 Key Avenue San Francisco, CA 94124
(Address)

- ☐ 3 Day Notice to Pay Rent or Quit
☐ TEN-DAY WARNING TO Tennant (San Francisco Rent Ordinance § 37.9(c))
☐ 30 Day Notice to Quit or Cure Illegal Use (Code of Civil Procedure Section 1161; SFRO 37.9(a)(4))
☐ 60 Day Notice of Termination of Tenancy
☒ Other: NOTICE OF ENTRY OF PREMISES (Cal. Civ., §1954)

The NOTICE(s) set forth above were served by:

☐ PERSONAL DELIVERY:

I HANDED a copy of the NOTICE(s) to the following Tenant(s)

(Insert Name of Tenant)

(Insert Name of Tenant)

☐ SUBSTITUTED SERVICE BY LEAVING NOTICE & MAILING:

I LEFT copies of the NOTICE(s) with a person of suitable age and discretion at the residence or usual place of business of the Tenant(s), said Tenant(s) being absent there from. Thereafter, on the same date, I also MAILED copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

(Insert Name of the Person that you left the Notice With Who Is At Least 18 years old or Give Description (Age, Sex, Height, Weight etc). if person refuses to give name)

☒ POSTING & MAILING:

I served the NOTICE to the Tenant(s) by POSTING a copy of the NOTICE(s) in a conspicuous place on the Premises, as no person of suitable age or discretion could be found at the Premises and the business cannot be ascertained. Thereafter, on the same date, I also MAILED copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

I declare under penalty of perjury under the laws of the State of California that that at the time of service of the NOTICE(s) I was at least EIGHTEEN (18) years of age and that foregoing is true and correct. If called as a witness to testify thereto, I could do so competently.

Executed (Signed) on 6/27/24, at San Francisco California.
(Insert City)

Stephen Sabol REG: SF 20201453

Print Name

Signature

EXHIBIT 2



ZACKS & FREEDMAN PC

July 9, 2024

Evelyn Darnes
970 Key Avenue
San Francisco, CA 94124

Via First Class Mail & Certified Mail

Re: Access Issues at 970 Key 36th Street ("the Premises")

Dear Ms. Darnes,

As you may be aware, my office represents the owner of the Premises. My office posted a statutory notice at the Premises on June 26, 2024, which notified you that the owner intended to enter the Premises, pursuant to California Civil Code, section 1954(a)(2), to evaluate the water and plumbing issues at the Premises.

The notice stated that the owner would enter the Premises on Monday, July 1, 2024, at approximately 12:00 p.m. for approximately one hour. However, when my client went to the Premises at the aforementioned date and time, he was unable to gain entry due to no answer, and a chain on the front gate.

Enclosed, please find another notice of entry, scheduled for Friday, July 12, 2024, at approximately 12:00 p.m. Additionally, we invite you to select other suitable dates during the week of July 15th.

If you are not able to allow entry on July 12, 2024, please let us know your preferred dates and times. This will help us coordinate access to the Premises and address the necessary evaluations and repairs promptly. I am available by email at sierra@zfplaw.com, or by phone at 415-956-8100.

Thank you for your cooperation in this matter.

Very truly yours,

ZACKS & FREEDMAN, PC

Sierra McGinn Smith

San Francisco | 180 Montgomery Street, Suite 1950 San Francisco, CA 94104 • Tel: (415)956-8100 • Fax (415)288-9755

Oakland | 1970 Broadway, Suite 1270, Oakland, CA 94612 • Tel: (510)469-0555

Soquel | 2805 Porter Street, Soquel, CA 95073 • Tel: (831)309-4010

(Please respond to San Francisco Office) | www.zfplaw.com

Lorraine Smith Living Trust
July 9, 2024
Page 2

Encl.:

- Notice of Entry of Premises
- 10-Day Warning to Tenant

NOTICE OF ENTRY OF PREMISES

(Cal. Civ., §1954)

To: **Evelyn Darnes**, and
All Other Persons in Possession or Occupancy of

Premises: **970 Key Avenue**
San Francisco, CA 94124
including all garage, storage and common areas ("the Premises")

PLEASE TAKE NOTICE that the owner/landlord of the above-described Premises and/or their agent intend to enter the Premises, pursuant to California Civil Code, section 1954(a)(2), which allows entry "to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services". Specifically, landlord will be evaluating the water and plumbing issues at the Premises to make arrangements for repairs.

Said entry shall take place on **Friday, July 12, 2024**, at approximately **12:00 p.m.** and shall last approximately **1 hour**.

Please do not hesitate to contact the undersigned if you have any questions regarding this matter. Advice regarding this Notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board, located at 25 Van Ness Avenue, Suite 320, San Francisco, California (415) 252-4600.



By: Sierra McGinn Smith
ZACKS & FREEDMAN, PC
Attorneys for Owner/Landlord
180 Montgomery Street, Suite 1950
San Francisco, CA 94104
415.956.8100
415.288.9755 fax
Sierra@zfplaw.com

1954. (a) A landlord may enter the dwelling unit only in the following cases:

(1) In case of emergency.

(2) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5.

(3) When the tenant has abandoned or surrendered the premises.

(4) Pursuant to court order.

(5) For the purposes set forth in Chapter 2.5 (commencing with Section 1954.201).

(6) To comply with the provisions of Article 2.2 (commencing with Section 17973) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code.

(b) Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.

(c) The landlord may not abuse the right of access or use it to harass the tenant.

(d) (1) Except as provided in subdivision (e), or as provided in paragraph (2) or (3), the landlord shall give the tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be personally delivered to the tenant, left with someone of a suitable age and discretion at the premises, or, left on, near, or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to the tenant. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.

(2) If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the landlord or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale and that the landlord or agent may contact the tenant orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose of the entry. At the time of entry, the landlord or agent shall leave written evidence of the entry inside the unit.

(3) The tenant and the landlord may agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, the landlord is not required to provide the tenant a written notice.

(e) No notice of entry is required under this section:

(1) To respond to an emergency.

(2) If the tenant is present and consents to the entry at the time of entry.

(3) After the tenant has abandoned or surrendered the unit.

10-Day Warning To Tenant

(San Francisco Rent Ordinance Section 37.9(c))

To [Tenants and all others in possession] at [Address of the rental unit]:

Evelyn Darnes

970 Key Avenue, San Francisco, California 94124

San Francisco Rent Ordinance Section 37.9(c) provides that before a landlord may begin eviction proceedings for certain just cause reasons, the tenant must be given a written warning and an opportunity to correct the claimed violation.

You are hereby notified that you are violating the following material term(s) of your tenancy (include specific facts):

You, Evelyn Darnes, refused to allow landlord access to your rental unit as required by law. Specifically, on July 1, 2024, you refused entry to the landlord who needed access to conduct necessary repairs and maintenance despite receiving a 24-hour advance notice as required by law.

(attach additional pages if necessary)

You must take the following action in order to correct the claimed violation described above:

To cure the above violation, you must permit access on July 12, 2024, at 12:00 PM. Alternatively, you may make timely arrangements for Landlord to access the rental unit at a mutually agreeable time that is within the next ten days.

(attach additional pages if necessary)

Please take notice that if the violation described above is not cured within ten (10) days, your Landlord may serve you with a formal eviction notice pursuant to California Code of Civil Procedure §1161. In some cases, the eviction notice may be required to provide you with an additional period to cure the violation before the landlord may terminate your tenancy.

For mediation services and help resolving housing disputes, contact the San Francisco Bar Association's Conflict Intervention Service at (415) 782-8940 or Community Boards at (415) 920-3820. For general information regarding landlord-tenant issues, the San Francisco Rent Board provides phone counseling at (415) 252-4600.

Dated: July 9, 2024

By: _____
LANDLORD/LANDLORD'S AGENT

Si necesita este formulario en Español, por favor llame al 415-252-4600 o visite a la oficina de La Junta del Control de Rentas en 25 Van Ness Avenue, #320, San Francisco.

如果您需要此表格的中文版本, 請致電 415-252-4600 或造訪租務委員會辦公室, 地址是: 25 Van Ness Avenue, #320, San Francisco.

Kung kailangan ninyo ng form na ito sa Filipino, mangyaring tumawag sa 415-252-4600 o pumunta sa opisina ng San Francisco Rent Board na matatagpuan sa 25 Van Ness Avenue, #320, San Francisco.



San Francisco Residential Rent Stabilization and Arbitration Board

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

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

NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 10:00 am - 2:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4600 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at www.sf.gov/rentboard.

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

NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 10:00 am a 2:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4600 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en www.sf.gov/rentboard.

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

THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 10:00 giờ sáng - 2:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4600 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web www.sf.gov/rentboard.

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



San Francisco Residential Rent Stabilization and Arbitration Board

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

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租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 10:00 - 下午 2:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4600 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：
www.sf.gov/rentboard。

您可能具有資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能具有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽 三藩市住房資源指南。

УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 10:00 до 14:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4600 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте www.sf.gov/rentboard.

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

ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 10:00 am - 2:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4600 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa www.sf.gov/rentboard.

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

PROOF (DECLARATION) OF SERVICE OF NOTICE TO TENANT

On 7/9/2024, I served the NOTICE(s) herein to the following Tenant(s):
(Insert Date of Service of Notice)

Evelyn Darnes
(Insert Name of Tenant)

All Other Persons in Possession or Occupancy
(Insert Name of Tenant)

(Insert Name of Tenant)

At: 970 Key Avenue San Francisco, CA 94124
(Address)

- ☐ 3 Day Notice to Pay Rent or Quit
☐ TEN-DAY WARNING TO Tennant (San Francisco Rent Ordinance § 37.9(c))
☐ 30 Day Notice to Quit or Cure Illegal Use (Code of Civil Procedure Section 1161; SFRO 37.9(a)(4))
☐ 60 Day Notice of Termination of Tenancy
☒ Other: Letter to tenant with Enclosures: Notice of Entry of Premises, 10-Day Warning to Tenant

The NOTICE(s) set forth above were served by:

☐ PERSONAL DELIVERY:

I HANDED a copy of the NOTICE(s) to the following Tenant(s)

(Insert Name of Tenant)

(Insert Name of Tenant)

☐ SUBSTITUTED SERVICE BY LEAVING NOTICE & MAILING:

I LEFT copies of the NOTICE(s) with a person of suitable age and discretion at the residence or usual place of business of the Tenant(s), said Tenant(s) being absent there from. Thereafter, on the same date, I also MAILED copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

(Insert Name of the Person that you left the Notice With Who Is At Least 18 years old or Give Description (Age, Sex, Height, Weight etc). if person refuses to give name)

☒ POSTING & MAILING:

I served the NOTICE to the Tenant(s) by POSTING a copy of the NOTICE(s) in a conspicuous place on the Premises, as no person of suitable age or discretion could be found at the Premises and the business cannot be ascertained. Thereafter, on the same date, I also MAILED copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

I declare under penalty of perjury under the laws of the State of California that that at the time of service of the NOTICE(s) I was at least EIGHTEEN (18) years of age and that foregoing is true and correct. If called as a witness to testify thereto, I could do so competently.

Executed (Signed) on 7/10/24, at San Francisco California.
(Insert City)

Stephen Sabol REG: SF 20201453

Print Name

Stephen Sabol

Signature

EXHIBIT 3

THREE (3) DAY NOTICE TO QUIT

(Cal. Code Civ. Proc., § 1161(4); San Francisco Rent Ordinance Section 37.9(a)(6))

To: **EVELYN DARNES**, DOES 1 through 10, and All Other Occupants in possession of the following Premises:

Premises: **970 Key Avenue, San Francisco, CA 94124**, including any and all garage, storage and common areas ("the Premises")

YOU ARE HEREBY NOTIFIED that you are committing waste upon the Premises and/or maintaining, committing and/or permitting the maintenance or commission of a nuisance upon the Premises as follows:

- On June 26, 2024, the owner posted and mailed a notice of entry of Premises, notifying you, that the owner intended to enter the Premises on July 1, 2024, at approximately 12:00 p.m. for about 1 hour to evaluate the water and plumbing issues and make arrangements for repairs.
- On July 1, 2024, the owner of the Premises attempted to enter, as noticed. You did not answer the door or otherwise make arrangements for entry, and the gate in front of the door was locked and chained with a padlock for which you have not provided the owner with a key. The owner was therefore unable to gain entry pursuant to the notice of entry.
- On July 9, 2024, the owner posted and mailed a letter along with a second notice of entry of the Premises, notifying you that the owner intended to enter the Premises on July 12, 2024, at approximately 12:00 p.m. for about 1 hour to evaluate the water and plumbing issues and make arrangements for repairs. The July 9, 2024 letter invited you to make arrangements for other dates of entry, on the week of July 15, 2024, if you preferred. The July 9, 2024 letter also enclosed a 10-Day Warning to Tenant, notifying you that refusal to permit access is just cause for eviction and allowing you to cure the refusal to allow access.
- On July 12, 2024, at 12:00 p.m., the owner attempted to enter the Premises again to evaluate the water and plumbing issues and make arrangements for repairs. You did not answer the door or otherwise make arrangements for entry, and the gate in front of the door was locked and chained with a padlock for which you have not provided the owner with a key. The owner was unable to gain entry pursuant to the notice of entry of the Premises.
- As of the date of this notice, you have not permitted entry or made any arrangements to attempt to permit or allow entry to the Premises.

YOU ARE HEREBY REQUIRED, by the expiration of three (3) days after service upon you of this Notice, to remove yourself from and deliver up possession of the above-mentioned Premises to the Owner Lorraine Smith Living Trust, which you may do c/o Sierra McGinn Smith of ZACKS & FREEDMAN, PC, located at 180 Montgomery Street, Suite 1950, San Francisco, CA 94104 and available at Tel.: 415.956.8100, Fax: 415.288.9755, Email: Sierra@zfplaw.com, who is authorized to receive same.

If you do not comply with this Notice by quitting possession of the Premises, legal proceedings will be instituted against you to recover possession of the Premises, to declare the forfeiture of the lease or rental agreement under which you occupy the Premises, and to recover damages together with court costs and attorney's fees as permitted by law.

The Owner and this Notice comply with Section 37.9(a)(6) of the San Francisco Administrative Code, Chapter 37, enacted in 1979, and amended thereafter ("the Rent Ordinance"), which permits a landlord to recover possession of a rental unit where "[t]he tenant has, after written notice to cease, refused the landlord access to the rental unit as required by State or local law." Section 37.9(a)(6) of the Rent Ordinance is the Owner's dominant motive in seeking to recover possession. The foregoing acts and omissions constitute nuisance (Cal. Civ., § 3479) and waste, as those terms are used in Cal. Code Civ. Proc., §1161(4).

YOU ARE FURTHER NOTIFIED that the Landlord/Owner hereby elects to declare the forfeiture of your lease or rental agreement under which you hold possession of the Premises.

YOU ARE FURTHER NOTIFIED that State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Advice regarding this Notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board, located at 25 Van Ness Avenue, Suite 320, San Francisco, California (415) 252-4600.



By: Sierra McGinn Smith, Esq.
ZACKS & FREEDMAN, PC
Attorneys for Owner,
Lorraine Smith Living Trust
180 Montgomery Street, Suite 1950
San Francisco, CA 94104
Tel: 415.956.8100
Fax: 415.288.9755

CC: San Francisco Residential Rent Stabilization and Arbitration Board

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



San Francisco Residential Rent Stabilization and Arbitration Board

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

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El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 10:00 am a 2:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4600 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en www.sf.gov/rentboard.

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

THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 10:00 giờ sáng - 2:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4600 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web www.sf.gov/rentboard.

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



San Francisco Residential Rent Stabilization and Arbitration Board

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

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

租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 10:00 - 下午 2:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4600 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：
www.sf.gov/rentboard。

您可能也有資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能也有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽 三藩市住房資源指南。

УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 10:00 до 14:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4600 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте www.sf.gov/rentboard.

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

ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 10:00 am - 2:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4600 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa www.sf.gov/rentboard.

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

EXHIBIT 4

PROOF (DECLARATION) OF SERVICE OF NOTICE TO TENANT

On 7/24/2024, I served the NOTICE(s) herein to the following Tenant(s):
(Insert Date of Service of Notice)

Evelyn Darnes
(Insert Name of Tenant)

All Other Occupants in possession
(Insert Name of Tenant)

(Insert Name of Tenant)

At: 970 Key Avenue San Francisco, CA 94124
(Address)

- ☒ **3 Day Notice to Quit**
☐ **TEN-DAY WARNING TO Tennant (San Francisco Rent Ordinance § 37.9(c))**
☐ **30 Day Notice to Quit or Cure Illegal Use (Code of Civil Procedure Section 1161; SFRO 37.9(a)(4))**
☐ **60 Day Notice of Termination of Tenancy**
☒ **Other:** Notice to Tenant Required by Rent Ordinance §37.9(c)

The NOTICE(s) set forth above were served by:

☐ **PERSONAL DELIVERY:**

I **HANDED** a copy of the NOTICE(s) to the following Tenant(s)

(Insert Name of Tenant)

(Insert Name of Tenant)

☐ **SUBSTITUTED SERVICE BY LEAVING NOTICE & MAILING:**

I **LEFT** copies of the NOTICE(s) with a person of suitable age and discretion at the residence or usual place of business of the Tenant(s), said Tenant(s) being absent there from. Thereafter, on the same date, I also **MAILED** copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

(Insert Name of the Person that you left the Notice With Who Is At Least 18 years old or Give Description (Age, Sex, Height, Weight etc). if person refuses to give name)

☒ **POSTING & MAILING:**

I served the NOTICE to the Tenant(s) by **POSTING** a copy of the NOTICE(s) in a conspicuous place on the Premises, as no person of suitable age or discretion could be found at the Premises and the business cannot be ascertained. Thereafter, on the same date, I also **MAILED** copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

I declare under penalty of perjury under the laws of the State of California that that at the time of service of the NOTICE(s) I was at least EIGHTEEN (18) years of age and that foregoing is true and correct. If called as a witness to testify thereto, I could do so competently.

Executed (Signed) on 7/24/24, at Oakland California.
(Insert City)

Joshua Blank RPS: 2024-0001354
Print Name

Signature

EXHIBIT D

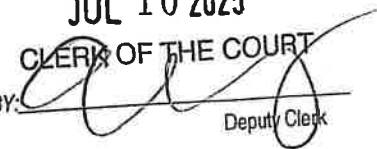




EXHIBIT E

FILED
San Francisco County Superior Court

JUL 10 2025

CLERK OF THE COURT
BY:  Deputy Clerk

1 JUSTIN A. GOODMAN (SBN 263377)
2 ZACKS & FREEDMAN, PC
3 180 Montgomery Street, Suite 1950
4 San Francisco, CA 94104
5 Tel: (415) 956-8100
6 Fax: (415) 288-9755
7 Justin@zfplaw.com

8 Attorneys for Plaintiff,
9 LORRAINE SMITH,
10 Trustee of the Lorraine Smith Living Trust,
11 UTD, August 8, 2008

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO

14 UNLIMITED JURISDICTION

15 LORRAINE SMITH, Trustee of the Lorraine
16 Smith Living Trust, UTD, August 8, 2008,

17 Plaintiff,

18 vs.

19 EVELYN DARNES, and DOES 1-10
20 inclusive,

21 Defendants.

Case No.: CUD-24-676171

**SETTLEMENT AND STIPULATION
FOR CONDITIONAL ENTRY OF
JUDGMENT**

22
23
24
25 Plaintiff OWENS SMITH, having substituted in for Plaintiff LORRAINE SMITH, Trustee of
26 the Lorraine Smith Living Trust, UTD, August 8, 2008, himself and on her behalf (hereafter
27 "Plaintiff") and Defendant EVELYN DARNES (hereafter "Defendant") (together sometimes
28 hereafter referred to individually as "Party" or collectively as "Parties"), hereby stipulate in this

Settlement Agreement and Stipulation for Conditional Entry of Judgment (“the Agreement”) as follows:

1. Defendants will vacate and surrender possession of 970 Key Avenue, San Francisco, CA 94124 (“Premises”) by 3:00 p.m. on August 11, 2025 (the “Move-Out Date”).

- a. As described herein, “vacate/vacating” and/or “surrender/surrendering” means permanently vacating and surrendering possession of the Premises, disclaiming any possession of the Premises or claim of right to possession of the Premises, leaving no one else remaining in possession of the Premises or in a position to make any claim of right to possession of the Premises by or through them. Defendants shall leave the Premises free of his/her own personal possessions, and sign the “Surrender of Premises” declarations, attached hereto as “Attachment A”.
- b. Defendants shall deliver the executed copy of “Attachment A” and all keys and garage door openers to Plaintiff’s counsel by making it available at their counsel’s office in exchange for “the Payment” described below (or via other mutual arrangement of the parties) on the court day following the Move-Out Date or earlier noticed vacate date. Evidence that Defendants have not so tendered the above shall constitute sufficient evidence that Defendants have not timely vacated, for purposes of any motion to enforce.

2. Upon material breach of this Agreement for failure to timely vacate the Premises, Plaintiff shall be entitled to entry of Judgment, per Cal. Code Civ. Proc., §664.6, for:

- a. Restitution of the Premises commonly known as and situated at 970 Key Avenue, San Francisco, CA 94124 (the “Premises”) as against Defendant EVELYN DARNES and all other persons claiming a right of possession to said Premises, by or through them;
- b. Per diem damages equivalent to the daily rental value of \$134.00 for the period of August 12, 2025 through the date of entry of judgment; and
- c. Costs of suit.

3. This Agreement shall be enforceable pursuant to Cal. Code Civ. Proc., §664.6, for entry of

1 judgment as follows:

2 a. Judgment for Plaintiff shall be entered if:

3 i. Defendants' failure to timely vacate;

4 ii. Defendants letting, assigning or otherwise creating a possessory interest at the
5 Premises in a third party adverse to Plaintiff.

6 b. Judgment for Defendant shall be entered if payment to Defendant (described below)
7 is not timely tendered.

8 4. Plaintiff shall pay Defendants "new money" consideration in the amount of \$25,000.00, with
9 payments made out to "Legal Assistance to the Elderly client trust account" (upon receipt of W-9
10 from Legal Assistance to the Elderly), as follows.

11 a. \$25,000.00 shall be tendered on August 11, 2025, in exchange for possession as
12 designed above in exchange for Defendants' executed "Attachment A" and all keys to
13 the Premises (or by other arrangement agreed to by the parties through counsel); and

14 b. \$87,000.00 be tendered to Defendants' counsel on or before March 2, 2026.

15 5. Provided that Defendants timely vacate as provided herein, and Plaintiff timely pays,
16 Plaintiff will dismiss this action within ten days of March 2, 2026, provided further that Defendants
17 shall pay any amounts required in conjunction with waived costs which payments may be required
18 for dismissal, and Defendants shall be responsible for any payment to the court of costs associated
19 with waived costs, and Plaintiffs shall be under no obligation to dismiss this action if Defendants
20 have not paid any costs as may be required by the court.

21 a. Provided further that Defendant represents that there are no other current occupants
22 of the Premises and there are no subleases, assignments or any other rights of
23 occupancy in other persons. In the event that any other persons claim a right of
24 occupancy adverse to Plaintiff, Plaintiff shall be permitted to seek entry of judgment
25 for possession against DOE defendants or all other occupants, based on, e.g.,
26 Plaintiff's service of a prejudgment claim of right to possession.

27 6. Notices of Violation and Disputes over Conditions at Premises: In consideration for the
28 promises contained herein, Defendants shall not make any new complaints with the Department of

1 Building Inspection, the Planning Department, the Rent Board, a state or federal court (and the like)
2 concerning conditions at the Premises and grounds. Defendants shall permit all reasonable access to
3 the Premises for the purpose of remedying conditions therein, and in the event there are any new
4 conditions that arise, the parties shall first meet and confer in an attempt to negotiate remedies,
5 access, and the like. It is the intent of this parties that this provision shall apply, notwithstanding
6 applicable law governing landlord-tenant relationships/the hiring of real property and prohibiting
7 prospective waiver of habitability/tenantability conditions for policy reasons.

8 7. Each side shall bear their own court costs and attorney's fees, except as otherwise provided
9 for herein.

10 8. Plaintiff has filed this lawsuit in unlimited civil jurisdiction, such that the matter is available
11 for public viewing. Upon request by Defendants, Plaintiff will also sign a stipulation so that
12 Defendants may appear and seek a "masking order" or similar order restricting this action from
13 public view (e.g., pursuant to Cal. Code Civ. Proc., §1161.2/Cal. Rules of Ct., rule 2.550), so long as
14 this does not interfere with Plaintiffs' obligations under this Agreement.

15 9. Time is of the Essence: Defendants' obligation to timely vacate no later than the Move-Out
16 Date is a material term of this Agreement, such that even a de minimis breach shall be considered a
17 total breach of the Agreement, entitling Plaintiffs to immediately seek entry of judgment.

18 10. The Parties stipulate that there is no security deposit on account.

19 11. Defendants waives any rights under California Civil Code section 1980, et seq., and Plaintiff
20 have satisfied any and all obligations under the same, and Defendant expressly disclaims any right of
21 ownership for any vehicles at the Premises and represents that she does not know the owner of title
22 of any said vehicles.

23 12. Defendants expressly waives any right to set aside, appeal, or in any way challenge any
24 Judgment that may be entered in the event Defendants or anyone claiming a right to possession of
25 the Premises under Defendants has failed in his obligation to vacate and surrender possession of the
26 Premises as set forth herein.

27 13. Except as otherwise provided for herein, there shall be no stays of the execution of Judgment
28 for any reason including any stays that may be available under any of the following:

- a. A Motion to Set Aside Judgment;
- b. A Motion for Relief from Forfeiture; or
- c. Any state laws or local rule of court or policy providing for a temporary stay of execution, including those based upon the payment of per diem rent into the Court.

14. Defendant's Release of Plaintiff: Subject to obligations under this Agreement, Defendant release all claims and causes of action that Defendant may have had against Plaintiff, their agents, employees, heirs, assigns, successors, predecessors and the like relating to their tenancy or occupancy at the Premises, including as of their vacate from the Premises, any claim of ownership at the Premises, any claims against Plaintiff OWENS SMITH or Lorraine Smith (in her individual capacity and as trustee of the Trustee of the Lorraine Smith Living Trust, UTD, August 8, 2008. This release also binds heirs, assignees, agents and successors of the Parties.


EVELYN DARNES

7/10/25
Date

15. Plaintiff's Release of Defendant: Subject to obligations under this Agreement, this Agreement constitutes a mutual release of all claims and causes of action that Plaintiff may have had as against Defendants, their agents, employees, heirs, assigns, successors, predecessors and the like relating to Defendants' tenancy at the Premises. This release also binds heirs, assignees, agents and successors of the Parties.


OWENS SMITH

7-10-25
Date

16. Defendants expressly warrant and stipulate that there are no other known adults who are in possession of the Premises, by or through them, on the date this document is executed or who otherwise have any legitimate claim to possession or a right to possession of the Premises, by or through them, including, but not limited to, through any sub-tenancy, co-tenancy, or assignment of them by Defendants.

17. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by the

Parties or their authorized representatives. The Parties hereby agree that they will make no claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character and this Agreement constitutes the entire agreement between the Parties.

18. The Parties agree to execute and deliver, at any time and from time to time, upon the request of another Party, such further instruments or documents as may reasonably be necessary or appropriate to carry out the provisions contained herein, and to take such other action as another Party may reasonably request to effectuate the purposes of this Agreement.

19. This Agreement shall be deemed mutually drafted by the Parties and shall be construed and enforced pursuant to the laws of the State of California.

20. This Agreement may be signed in counterparts by the Parties. This Agreement will be deemed executed when the final such counterpart is delivered to the opposing side and, taken together, shall thereby be deemed a single executed agreement. Copies of this document, including faxed, scanned, docusigned and emailed copies, may be transmitted and used in lieu of the original, and such copies shall be equally admissible in evidence.

21. Each Party acknowledges, represents, and warrants that he or she has, in connection with all negotiations, including review and execution of this stipulation, been represented by, consulted with and been advised by qualified, or is aware they could seek legal counsel and declined to do so.

22. Upon material breach of this Agreement, either Party shall be entitled to entry of Judgment, per Cal. Code Civ. Proc., §664.6, to enforce the terms of this Agreement. The Parties stipulate that the San Francisco Superior Court shall retain jurisdiction to enforce this Agreement.

SO AGREED AND STIPULATED

Dated: 7-10, 2025


By: EVELYN DARNES
Defendant

Dated: , 2025

See below


July 10, 2025



By: OWENS SMITH
Plaintiff

Approved as to form:

Dated: July 10, 2025


By: Justin A. Goodman
ZACKS & FREEDMAN, PC
Attorneys for Plaintiff,
LORRAINE SMITH, Trustee of the Lorraine Smith
Living Trust, UTD, August 8, 2008

Dated: July 7th, 2025


By:
LEGAL ASSISTANCE TO THE ELDERLY
Attorneys for Defendant
EVELYN DARNES

– Attachment A –

DECLARATION OF SURRENDER OF PREMISES

I, **EVELYN DARNES**, hereby represent and warrant to the owners of the Premises, commonly known as **970 Key Avenue, San Francisco, CA 94124** (“the Premises”) that as of the date that this document was signed, I have removed/surrendered all of my personal property, permanently vacated and surrendered the Premises, and left them vacant of any other human occupancy, leaving no one in a position to make any claim of possession or right to possession.

At the same time I executed this document, I have turned in all sets of keys to the Premises in my possession to the owners or their attorney or agent. I understand that the owners will rely upon the representations made in this document to change the locks to the Premises and take possession of the Premises.

I further represent that, to the extent I have left any personal possessions or other personal property behind, they are deemed refuse, worth less than seven hundred dollars (\$700.00), and the owners of the Premises may dispose of any such items in any way they see fit, without any notice to me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that it was executed on _____, 2025.

EVELYN DARNES

– Attachment A –