

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
MICHAEL TURON,)
Appellant(s))
vs.)
ZONING ADMINISTRATOR,)
Respondent)

Appeal No. **26-029**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on June 1, 2026, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on May 28, 2026, of a Letter of Determination (The Zoning Administrator determined that: (1) the City may lawfully include a State-law ADU--(required by by Gov. Code Sections 66310-66342 to be processed ministerially) inside a discretionary Conditional Use Authorization (CUA), and (2) the City may condition issuance of any ADU permit on recording a Notice of Special Restrictions (NSR) that the ADU is subject to rent-increase caps in Rent Ordinance Section 37.3. Regarding the applicant's question about whether cancelled Building Permit No. 2025/0106/7778 must be reinstated to, inter alia, document the approved removal by merger, the Zoning Administrator stated that the question was better directed to DBI, however, the Zoning Administrator noted that Section 4.4 of the Settlement (between the applicant and City) required the applicant to revise Building Permit Application No. 2018/0706/3908 to document removal of the Unauthorized Dwelling Unit. Regarding the applicant's request to modify conditions on the NSR, the Zoning Administrator stated that the Planning Code does not authorize the Zoning Administrator to alter the language of the conditions to be included in the NSR required by Planning Commission Motion No. 21747) at 2722-2724 Folsom Street.

APPLICATION NO. 2025-006337ZAD

FOR HEARING ON July 15, 2026

Address of Appellant(s):

Address of Other Parties:

Michael Turon, Appellant(s)
c/o Samuel Ray, Attorney for Appellant(s)
Colla & Ray LLP
250 Columbus Avenue, #200
San Francisco, CA 94133

N/A



Date Filed: June 1, 2026

**CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS**

PRELIMINARY STATEMENT FOR APPEAL NO. 26-029

I / We, **Michael Turon**, hereby appeal the following departmental action: **ISSUANCE of Letter of Determination No. 2025-006337ZAD** by the **Zoning Administrator** which was issued or became effective on: May 28, 2026, to: Michael Turon, for the property located at: 2722-2724 Folsom Street .

BRIEFING SCHEDULE:

Appellant's Brief is due on or before: 4:30 p.m. on **June 25, 2026, (no later than three Thursdays prior to the hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.lamarre@sfgov.org, corey.teague@sfgov.org, andrew.perry@sfgov.org, carey.mcelroy@sfgov.org and the other parties.

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **July 9, 2026, (no later than one Thursday prior to hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be doubled-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.lamarre@sfgov.org, corey.teague@sfgov.org, andrew.perry@sfgov.org, carey.mcelroy@sfgov.org, sam@collaray.com and turon@cantab.net

Hard copies of the briefs do NOT need to be submitted to the Board Office or to the other parties.

Hearing Date: **Wednesday, July 15, 2026, 5:00 p.m., Room 416 San Francisco City Hall, 1 Dr. Carlton B. Goodlett Place.** The parties may also attend remotely via Zoom. Information for access to the hearing will be provided before the hearing date.

All parties to this appeal must adhere to the briefing schedule above, however if the hearing date is changed, the briefing schedule MAY also be changed. Written notice will be provided of any changes to the briefing schedule.

In order to have their documents sent to the Board members prior to hearing, **members of the public** should email all documents of support/opposition no later than one ^{Text}Thursday prior to hearing date by 4:30 p.m. to boardofappeals@sfgov.org. Please note that names and contact information included in submittals from members of the public will become part of the public record. Submittals from members of the public may be made anonymously.

Please note that in addition to the parties' briefs, any materials that the Board receives relevant to this appeal, including letters of support/opposition from members of the public, are distributed to Board members prior to hearing. All such materials are available for inspection on the Board's website at www.sfgov.org/boa. You may also request a hard copy of the hearing materials that are provided to Board members at a cost of 10 cents per page, per S.F. Admin. Code Ch. 67.28.

The reasons for this appeal are as follows:(1)Error in interpreting the Planning Code: the State ADU must be processed ministerially, not in a discretionary CUA; its conditions (incl. rent-control NSR) unauthorized. (2)Abuse of discretion. Federal settlement reserved to the U.S. District Court. Relief: overrule/modify the Q1-2 determinations.

Appellant:

Signature: Submitted by email

Print Name: Michael Turon

**CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS
SUPPLEMENTARY STATEMENT**

I, Michael J. Turon, submit this optional supplementary statement to expand my Preliminary Statement.

No exhibits are submitted; full argument follows in the Appellant's Brief.

1. State-law preemption (error in interpretation). The LOD rests on the premise that conditional-use authority derives "from the ... Charter and Planning Code, rather than state law." The State Accessory Dwelling Unit Law supersedes a conflicting local ordinance, Cal. Gov. Code § 66325(a), renders a non-compliant local ordinance "null and void," § 66316, and requires ministerial approval "without discretionary review or a hearing," § 66317(a); accord S.F. Planning Code § 207.2(f).

2. The ADU conditions (error in interpretation). For a qualifying detached, new-construction ADU, the City "shall not impose any objective development or design standard that is not authorized by" the State ADU statute. Cal. Gov. Code § 66323(b). The recorded rent-control Notice of Special Restriction is not an authorized ADU standard and cannot compel a Costa-Hawkins waiver absent a Government Code § 65915 agreement. Cal. Civ. Code § 1954.52(a)(1), (b); accord S.F. Planning Code § 317(c)(10)(B).

3. Abuse of discretion. The determination resolving my challenge to the Zoning Administrator's own conduct issued from that same official. S.F. Charter § 4.106(c)(1).

This appeal presents only Planning Code and state-law questions, not the parties' settlement agreement (reserved to the U.S. District Court). I reserve all rights to attorney's fees, including under Code of Civil Procedure § 1021.5.

Dated: May 30, 2026. Appellant: Michael J. Turon



LETTER OF DETERMINATION

May 28, 2026

Michael Turon
2722 Folsom Street
San Francisco, CA 94110

Record No.: 2025-006337ZAD
Site Address: 2722–2724 Folsom Street
Assessor’s Block/Lot: 3641/002
Zoning District: RH-2 – Residential-House, Two Family
Mission Alcohol Restrict
Calle 24 SUD
Fringe Financial Services RUD
Priority Equity Geographies SUD
Staff Contact: Corey A. Teague, AICP - 628-652-7328 or corey.teague@sfgov.org

Dear Michael Turon:

This letter is in response to your request for a Letter of Determination pursuant to Planning Code § 307(a) and the December 30, 2024, settlement of the lawsuit filed on October 1, 2021, in the United States District Court, Northern District of California, Case No. 21-cv-07724 (“Settlement”), regarding the property at 2722–2724 Folsom Street. By way of background, the District Court dismissed most of the claims in the lawsuit in February 2023 and found that a conditional use authorization (“CUA”) was required to merge the unauthorized dwelling unit (“UDU”) with the legal unit at the subject property. Subsequently, you and the City reached an agreement to settle the lawsuit. In December 2024, the San Francisco Board of Supervisors (“Board”) adopted Ordinance No. 291-24, which authorized the Settlement on the terms and obligations set forth in the parties’ Settlement Agreement. The District Court subsequently reserved jurisdiction to enforce the terms and obligations of the Settlement.

Your request is divided into seven sections, but only Section 2 provides “Questions for Determinations.” These questions are included below, each followed by a separate determination.

Question 1. Bundling a Ministerial ADU into a Discretionary CUA. May the City lawfully include a State-law ADU – required by Gov. Code Sections 66310-66342 to be processed ministerially – inside a discretionary CUA granted solely for a dwelling unit merger under Settlement Article 4.1 and Planning Code Sections 303 and 317?

Determination: Yes. Authority for CUAs is derived from the San Francisco Charter and Planning Code, rather than state law, and the CUA issued here was consistent with the terms of the Settlement.

San Francisco Charter Section 4.105 includes a subsection titled “CONDITIONAL USE” that states that the “The [Planning] Commission shall have the power to hear and decide conditional use applications. An appeal may be taken to the Board of Supervisors from a decision of the Commission to grant or deny a conditional use application. The Board of Supervisors may disapprove the decision of the Commission by a vote of not less than two-thirds of the members of the Board.”

Planning Code Section 303 provides the required procedures and findings for CUAs. More specifically, Section 303(d) is titled “Conditions” and states, in part, “when authorizing a Conditional Use as provided herein, the Planning Commission, or the Board of Supervisors on appeal, shall prescribe such additional conditions, beyond those specified in this Code, as are in its opinion necessary to secure the objectives of the Code. Once any portion of the Conditional Use authorization is utilized, all such conditions pertaining to such authorization shall become immediately operative. The violation of any condition so imposed shall constitute a violation of this Code and may constitute grounds for revocation of the Conditional Use authorization.”

Here, application for the CUA is also governed by the Board-approved Settlement. The Settlement requires a CUA pursuant to Planning Code Sections 303 and 317 for merger of the UDU and construction of an accessory dwelling unit (“ADU”) in the existing rear-yard structure. As specifically set forth in Board of Supervisors Ordinance No. 291-24, the Settlement requires you to “pursue a conditional use authorization to remove an unauthorized dwelling unit by merger and construct a detached accessory dwelling unit in an existing rear-yard structure at the subject property.”

To this end, the Settlement includes specific provisions requiring you to file, and the Planning Commission to consider pursuant to its discretionary authority under the Charter and Planning Code, an application for a CUA that includes the proposed ADU. For example, Section 4.1 of the Settlement states that “Within fifteen (15) days of the EFFECTIVE DATE, OWNERS shall file an application for a condition[al] use authorization pursuant to Planning Code Sections 303 and 317, and plans that show the condition of the structures on the PROPERTY (i) prior to the 2018 fire including, without limitation, the number, size and location of all dwelling units and unauthorized dwelling units on the PROPERTY (consistent with the stamped approved first floor plan at sheet A-4 of BPA No. 201712186772); (ii) the as-built conditions; and (iii) the proposed conditions of the structures on the PROPERTY, *including the proposed ADU*, labeling all rooms on all floors of all buildings.” If the Planning Commission approves the CUA (as it did here), Section 4.1.2 of the Settlement requires that the “ADU shall comply with all conditions of approval set forth in the conditional use authorization.”

Thus, the parties agreed to, and by Ordinance No. 291-24 the Board approved, a Settlement that required a CUA that included the ADU. Indeed, your Project Application (PRJ) included the ADU, and the supplemental CUA application repeatedly and explicitly relied on the ADU as support for numerous findings that the Planning Commission was required to make in order to approve the CUA. For example, your application relied on the project’s ADU and the resulting “no net loss” of housing to contend that your “project is necessary or desirable for the neighborhood.” (Planning Code, § 303(c)(1).) Your application also cited the

new code-compliant dwelling and an ADU subject to rent-stabilization rules to support the required finding that your proposal conserves and protects existing housing and neighborhood character and preserves the City's affordable housing supply. (Planning Code, § 101.1(b)(2)–(3).)

On June 5, 2025, the Planning Commission considered and approved your proposed CUA (2024-011657CUA) at a regularly scheduled Planning Commission hearing per Motion No. 21747. In considering the proposal, the Planning Commission used their authority per Planning Code Section 303(d) to approve the UDU removal, subject to various conditions. Condition No. 8 relates to the conversion of the existing accessory building at the rear of the lot to a detached ADU and requires a Notice of Special Restriction (NSR) be recorded within 30 days of the CUA approval to document that the ADU is subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code) including rent increase limitations in Section 37.3 of the Rent Ordinance.

Motion No. 21747, including Condition No. 8, was appropriately adopted in reliance upon the San Francisco Charter and Planning Code Section 303(d) and reflects the obligations agreed to in Section 4.1.2 of the Settlement, as legislatively approved by the Board of Supervisors in Ordinance No. 291-24. To be clear, the Planning Commission did not adopt a condition of approval for a project that only included the creation of a State ADU but instead adopted conditions of approval for the removal of the UDU. Alternatively, the Planning Commission had the authority to deny the CUA and require the UDU to be legalized within the primary building.

Question 2. Imposing a Rent Control Covenant on the ADU. May the City condition issuance of any ADU permit on recording an NSR that the ADU is “subject to rent-increase caps in Rent Ordinance Section 37.3,” in light of: a) Civil Code Section 1954.53(d)(2) (Costa-Hawkins ban on compelled waivers); b) Government Code Section 66314(d)(1) (only objective ADU restrictions allowed); and c) Settlement severability clause (Article 19)?

Determination: Yes. The City's authority to impose conditions on the subject CUA is addressed in Question 1 above. To reiterate, CUA Condition No. 8 requiring an NSR disclosing application of Section 37.3 of the Rent Ordinance to the proposed ADU is a condition imposed on the removal of the UDU, consistent with the Charter and Planning Code authority discussed above, as well as the parties' Settlement approved by the Board in Ordinance No. 291-24.

Specifically, in Section 4.1.2 of the Settlement, you agreed: “The ADU shall comply with all conditions of approval set forth in the conditional use authorization and be subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code, “Rent Ordinance”) including rent increase limitations in Section 37.3 of the Rent Ordinance.” CUA Condition No. 8 reflects the language you agreed to in Section 4.1.2 of the Settlement, requiring notice that the “ADU ... is subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code) including rent increase limitations in Section 37.3 of the Rent Ordinance.”

Requiring disclosure of an obligation on your project that you agreed to as part of the Settlement is within the Planning Commission's discretionary authority when considering a CUA.

Question 3. Reinstatement of Building Permit No. 202501067778. Must that cancelled permit be reinstated and closed out as the administrative vehicle that documents the approved removal-by-merger, consistent with Settlement Sections 4.1 and 5.1 and Ordinance No. 291-24, ... and to ensure the residential unit count is reflected in the property's complete permit history and future 3R reports?

Determination: This request inquires about treatment of a cancelled building permit application, which is more appropriately directed to the Department of Building Inspection (DBI). For this particular property and building permit application, however, I am aware that on January 15, 2025, DBI notified you that this application was rejected and the application could not be "reused." DBI later notified you that rather than a file new permit application for removal of the UDU, you must file a revision to permit application number 201807063908, which the Settlement refers to as the "Garage Permit." DBI's determination and direction is consistent with the Settlement.

The Settlement does not require or envision a new building permit application to document removal of the UDU. Rather, Section 4.4 of the Settlement requires the owners to "revise Building Permit Application No. 201807063908 ... to include updated plans that accurately document the work that has occurred in the area subject to [the permit] to date and proposed work, including the original and proposed completed floorplans." The original floor plans for Building Permit Application No. 201807063908 must show the building prior to removal of the UDU, and the proposed completed floorplans must show the UDU removed, meaning this permit will serve as the UDU removal permit. Pursuant to the requirements of the Settlement, after DBI issues the building permit for the ADU, the Planning Department will submit its approval of Building Permit Application No. 201807063908 and the Zoning Administrator will submit a written request that DBI release the suspension of Building Permit Application No. 202006118414 and No. 202010055941. Upon such request, DBI will promptly release the suspension. Until such time, Section 4.1.4 of the Settlement prohibits further construction work at the property with the exception of work under two specific permits not relevant to this determination.

Request to Modify Conditions

Beyond the scope of the specific requests for determination in Section 2 of your request, you include other information and references, and seek guidance on "Required NSR Corrections" (Section 5). More specifically, you request 1) to have the State ADU reference removed from the NSR documenting the conditions of approval of Planning Commission Motion No. 21747, 2) delete construction-oriented conditions, and 3) remove condition No. 8 or replace it with alternative language provided in your request.

The Zoning Administrator is not authorized by the Planning Code to approve requests to alter the language of the conditions to be included in the NSR required by Planning Commission Motion No. 21747. As discussed above, those conditions were adopted by the Planning Commission per Planning Code Section 303(d) and consistent with the terms of the Settlement approved by the Board. Per Planning Code Section 303(e), and as stated in Motion No. 21747, any modifications of the conditions shall require a new CUA from the Planning Commission. Moreover, any modifications of the conditions that would be inconsistent with the Settlement approved by the Board of Supervisors would require review and approval by that body.

Michael Turon
2722 Folsom Street
San Francisco, CA 94110

May 28, 2026
Letter of Determination
2722 Folsom Street

Please note that a Letter of Determination is a determination regarding the classification of uses and interpretation and applicability of the provisions of the Planning Code. This Letter of Determination is not a permit to commence any work or change occupancy. Permits from appropriate Departments must be secured before work is started or occupancy is changed.

APPEAL: An appeal may be filed with the Board of Appeals within 15 days of the date of this letter if you believe this determination represents an error in interpretation of the Planning Code or abuse in discretion by the Zoning Administrator. Please contact the Board of Appeals in person at 49 South Van Ness Ave, Suite 1475, call (628) 652-1150, or visit sfgov.org/bdappeal.

Sincerely,



Corey A. Teague, AICP
Zoning Administrator

cc: Samuel Ray, Colla & Ray LLP
Neighborhood Groups
Vincent Page, Planner
Brian Crossman, Deputy City Attorney

BRIEF SUBMITTED BY THE APPELLANT(S)

SAN FRANCISCO BOARD OF APPEALS

Appeal No. 26-029

MICHAEL J. TURON, *Appellant*,

v.

ZONING ADMINISTRATOR, CITY AND COUNTY OF SAN FRANCISCO, *Respondent*.

Re: Letter of Determination No. 2025-006337ZAD · 2722–2724 Folsom Street (RH-2) (the "Property")

APPELLANT'S BRIEF

Hearing: July 15, 2026 · Room 416, City Hall

Bracketed letters point to the City's own records, set out in the accompanying **Master Index of Evidence**. Every Code of Civil Procedure § 1094.5 ground stated below was raised in the Appellant's July 7, 2025 Letter of Determination Request and is preserved.

I. INTRODUCTION AND EXECUTIVE SUMMARY

Michael J. Turon ("Appellant") and the City and County of San Francisco (the "City") entered into a settlement agreement (the "Settlement Agreement") that ended nearly a decade of dispute litigated in the United States District Court for the Northern District of California as *Turon v. City and County of San Francisco* (the "Lawsuit"). Under the Settlement Agreement the City agreed to recommend approval of a removal of an alleged Unauthorized Dwelling Unit ("UDU"), and in exchange Appellant agreed to construct a single accessory dwelling unit (the "State ADU") under Cal. Gov. Code § 66310 *et seq.* (the "State ADU Law") and Planning Code § 207.2 in an existing legal rear structure on the Property — or pay liquidated damages of \$400,000. Ex. A. The State ADU Law commands a city to approve such a unit ministerially, without discretionary review or any hearing at all. The City's records agree: its plan-check letter approved the unit "*under the State Program*" and called that the State Program, "*ministerial*." Ex. B, C. Further, the Settlement Agreement routes the State ADU through the State ADU Law. Ex. A.

The Board of Supervisors approved the Settlement Agreement as Ordinance No. 291-24, and the Settlement Agreement was signed. Ex. D. Thereafter, the Planning Department did the opposite, modifying the

Appellant's CUA application after the Appellant submitted it by bundling the State ADU into that UDU removal CUA application. The City then routed the ministerial State ADU through a discretionary hearing before the Planning Commission, which approved the State ADU, but imposed unlawful conditions (the "Conditions"). This includes a requirement – added by the Planning Department – that Appellant record a second Notice of Special Restrictions ("NSR") imposing, *inter alia*, a rent-control restriction on the State ADU. Ex. E. In fact, all of the Conditions are forbidden by the State ADU Law and the Planning Code. In the present Letter of Determination, the City defends its actions by retreating behind the San Francisco Charter ("Charter"), claiming a CUA holds authority *"derived from the San Francisco Charter and Planning Code, rather than state law."* Ex. F. Yet, that is the very discretion the City's own Deputy City Attorney conceded the Settlement Agreement *"could not, as a matter of law,"* apply. Ex. G. Two further defects independently support relief: the assigned City planner swore he *"did not alter the Project application in any way"* [Ex. H], but the City's permit-system log records that he unilaterally altered Appellant's project description in his CUA application *"to include 'proposed State Accessory Dwelling Unit.'"* [Ex. I]. Further, the Zoning Administrator declined to step aside on a determination copied to the City's litigation counsel. Ex. J, F. The result is the present legally and factually incorrect Letter of Determination, which this Board is empowered to overrule.

Notably, the Letter of Determination has City-wide implications. If not overruled, it establishes a categorical rule – which disregards State preemption – and finds that the Charter, not the State ADU Law nor Planning Code Section 207.2 governs the construction of State ADUs. The result will affect the construction of every State ADU in the City, which can – under the position stated in the Letter of Determination – be subject to a discretionary hearing, despite the clear prohibition on such hearings for State ADUs.

II. QUESTIONS PRESENTED — AND THE SHORT ANSWERS.

In everyday terms: did the City improperly process Appellant's State ADU as a discretionary permit and attach a rent-control rule the State does not allow on a backyard unit not yet built — a unit the State says must be approved ministerially, without any hearing at all?

Question 1: May the City use the Charter to circumvent the State ADU Law and Planning Code Section 207.2 in order to route a ministerial State ADU through a discretionary conditional use authorization? **Answer:** No.

Question 2: May the City attach a rent-control covenant that State law forbids on a ministerial State ADU? **Answer:** No.

Question 3: May a City official charged to perform the settlement, and whose office improperly altered the CUA, decide the dispute over his own office's conduct? **Answer:** No.

Question 4: May City staff unilaterally alter a citizen's CUA Application, then deny doing so under oath? **Answer:** No.

Question 5: Did the Zoning Administrator properly interpret the Settlement Agreement as requiring that the State ADU be subject to CUA and discretionary review despite the plain language of the Settlement Agreement, which states that the State ADU was to proceed ministerially, after the CUA, subject to the protections of the State ADU Law? **Answer:** No.

Question 6: What is this Board empowered to? **Answer:** Overrule the Letter of Determination under Charter § 4.106(d), on the basis that the Charter does not override the State ADU Law (which preempts) nor Planning Code Section 207.2, and that the Planning Commission is not empowered to enact the Conditions, including the rent-control restriction, in violation of the State ADU Law. The Board is not asked to (1) command any permit, (2) reopen Planning Commission Motion No. 21747, or (3) order a remand. Appellant only asks that this Board overrule the Letter of Determination, finding that imposition of a Planning Commission Hearing and the resulting rent control restriction are void.

III. JURISDICTION, TIMELINESS, AND STANDARD OF REVIEW

The Appeal is timely. The Letter of Determination was issued under the Zoning Administrator's authority found in Planning Code § 307(a). Jurisdiction for this Appeal is derived from Charter § 4.106(c), which provides appeals from any *"error or abuse of discretion in any ... determination made by the Zoning Administrator"* — with the § 4.106(d) power to *"overrule the action of the Department"* by four affirmative votes. The May 28, 2026

Letter of Determination, the Appellant is entitled to an appeal "*within 15 days of the date of this letter.*" [Ex. F]. The Appellant filed this Appeal within that period.

The controversy is ripe. This is an Appeal from the final Letter of Determination, which constitutes a “determination” under Charter § 4.106(c). Every issue briefed here was raised in Appellant’s July 7, 2025 LOD Request. Further, this is not an appeal of the Planning Commission’s determination Appellant’s CUA under Motion No. 21747, which this Board is not empowered to hear. See Charter §§ 4.105, 4.106(b). Rather, it is confined to the Letter of Determination and strictly seeks an order overruling said Letter of Determination under Charter § 4.106.

The standard of review of Questions 1, 2, and 5 is *de novo*. Questions 1 and 2 are pure questions of law and concern issues of State Law preemption, the limits of Costa-Hawkins exceptions, and the limitations on restrictions found in the State ADU Law and Planning Code Section 207.2. Questions 1 and 2 are dispositive here, and if this Board finds in Appellant’s favor on those issues, they need not address the remaining questions. Likewise, Question 5 presents a question of contractual interpretation, which is again a legal issue proper for *de novo* review. Questions 3-4 present alternative grounds for relief, which raise factual issues and are to be reviewed under an abuse of discretion standard. This Appeal requires four (4) votes to overturn the Letter of Determination on any of the above presented grounds.

IV. ANALYSIS OF QUESTIONS PRESENTED.

A. **Analysis of Question One: The Zoning Administrator Cannot Rely on the Charter to Override the State ADU Law or Planning Code § 207.2 In Order To Route a Ministerial State ADU Through a Discretionary Review Process.**

The State ADU Law is clear: a State ADU permit "*shall be considered and approved ministerially without discretionary review or a hearing*" (Cal. Gov. Code § 66317(a)). The State ADU Law further states that the chapter "*shall also apply to a charter city*" (Cal. Gov. Code § 66312) and "*shall supersede a conflicting local ordinance*" (Cal. Gov. Code § 66325(a)); a noncompliant local ADU ordinance "*shall be null and void*" (Cal. Gov. Code § 66316). Planning Code § 207.2(e) mirrors the State ADU Law: "*No requests for discretionary review shall be accepted by the Planning Department for an ADU ... meeting the requirements of this Section 207.2[:]*"

[t]he Planning Commission shall not hold a public hearing for discretionary review of an ADU ... [and an ADU] shall not be subject to the notification or review requirements of Section 311."

Yet, the Letter of Determination finds the opposite and conflicts with the State ADU Law, stating that *"[a]uthority for CUAs is derived from the San Francisco Charter and Planning Code, rather than state law."* Ex. F. That finding is wrong as a matter of law for any State ADU, independent of when or whether a permit is on file: under §§ 66312, 66316, and 66325(a). Thus, the Zoning Administrator cannot rely on the Charter to circumvent the State ADU Law which requires that such units be approved ministerially. Further, the Settlement Agreement and Ordinance No. 291-24 bifurcate the State ADU from the CUA, and create two tracks: a *discretionary* CUA for the removal-by-merger of an alleged Unauthorized Dwelling Unit, and a *separate, ministerial* State ADU to be approved under the State ADU Law (§ 66317(a).) In fact, the Planning Commission's own findings recognize that *"[a]n ADU approved under State Law is not required to comply with local setback requirements pursuant to Planning Code Section 207.2."* Ex. A.

Appellant does not dispute that the dwelling unit removal by merger was the proper subject matter for a CUA. That authority does derive from Charter (§ 4.105) and Planning Code (§ 303). Instead, Appellant's contention is that neither the Planning Department nor the Planning Commission is empowered to override the clear requirements of the State ADU Law and Planning Code Section 207.2, both of which state that discretionary hearings are prohibited as applied to State ADUs, and that such permits must be approved ministerially. See Cal. Gov § 66310-66342; PC § 207.2; *see also* Ex. K.

B. Analysis of Question Two: The State ADU Law Prohibits the City From Attaching a Rent-Control Covenant on Appellant's State ADU

Three independent grounds support Appellant's position, the first sufficing.

1. *Ground One: The State ADU Is New Construction and Is Exempt From Rent Control Under Costa-Hawkins.*

Under Costa-Hawkins, an owner *"may establish the initial and all subsequent rental rates"* for a unit that *"has a certificate of occupancy issued after February 1, 1995."* Civ. Code § 1954.52(a)(1); Ex. C. This State ADU is unbuilt; its first certificate of occupancy necessarily postdates February 1, 1995 — the exemption attaches as a

matter of arithmetic, and the City's own Rent Ordinance acknowledges that "*California Civil Code Sections 1954.52(a)(1)-(2) preclude the City*" from updating its new-construction date. S.F. Admin. Code § 37.3(g)(1)(E).

Nor does the Rent Ordinance override the exemption. The City's "rental units" definition extends the Ordinance only to "*Accessory Dwelling Units constructed pursuant to Section 207.1 of the Planning Code and that have received a ... waiver ... pursuant to Planning Code Section 307(l).*" S.F. Admin. Code § 37.2(r)(4)(D)(i). This unit is a § 207.2 State ADU, not a § 207.1/307(l) waiver-ADU. Even if it did, that clause is a definitional inclusion — making a qualifying ADU a "rental unit" — not a price cap; being a "rental unit" is not the same as being rate-capped, which is why Rent Ordinance § 37.3(g)(1)(E) concedes § 1954.52(a)(1) "*preclude[s] the City.*" In fact, the City has acknowledged this in prior Planning Commission hearings. Notably, on September 2, 2021, the Planning Department's staff stated that "*State law prevents us from subjecting rent control to [State ADUs]*" and that "*[o]nly our local program allows the qualifying [ADUs] to rent control.*" [Ex. L] Rent control thus, by the City's own account, only pertains to ADUs constructed under the *local-program*, not the present State ADU.

The Letter of Determination argues that Appellant "*agreed*" to rent control in § 4.1.2. Ex. F. But § 1954.52 strips the exemption *by agreement* in one circumstance only — where the owner "*agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915)*" — the Density Bonus Law. (Civ. Code § 1954.52(b).) The Settlement Agreement is a settlement of a federal lawsuit, not a § 65915 density-bonus or financial-assistance contract. Thus, Civil Code § 1954.52(b) does not reach it, and Settlement Agreement § 4.1.2 cannot alone strip the exemption. That fact is corroborated by the owner's refusal to sign any "*Regulatory Agreement to waive [his] state-law 'Costa-Hawkins' rights.*" Ex. A.

2. Ground Two — the State conditions ceiling independently bars any rent standard.

Further, Government Code § 66323(b) states that a local agency "*shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a).*" That prohibition reaches a qualifying State ADU whether the lot is single- or multifamily. Here, a recorded rent-control covenant is plainly

such an unauthorized *standard*. Government Code § 66315, which controls, states that, as to single family dwellings, "*No additional standards, other than those provided in Section 66314, shall be used or imposed.*" Likewise, Government Code section § 66323(a)(4)(A)(i), which pertains to multi-family properties, permits only a height limitation and rear/side setbacks of no more than four feet on a detached ADU. Thus, rent control is an impermissible standard under the State ADU Law for State ADUs constructed in both single family and multi-family properties, neither of which authorize the imposition of rent control. Finally, Government Code § 66314, states that "*this article shall supersede a conflicting local ordinance.*" (§ 66325(a).) No contract term in the Settlement Agreement, including § 4.1.2, nor the resulting Ordinance, can exceed the limitations in the State ADU Law.

3. Ground Three — Planning Code § 207.2(g) confirms, not defeats, the result.

The Letter of Determination claims that Planning Code Section 207.2(g), makes a State ADU "*subject to all applicable provisions*" of the Rent Ordinance. But the *applicable* provision for new construction is the § 37.3(g)(1)(E) / § 1954.52(a)(1) **exemption** — so § 207.2(g) cannot impose the very § 37.3 caps the Rent Ordinance itself exempts. Thus Planning Code Section 207.2(g) supports the Appellant's position. Further, no provision of law nor the Settlement Agreement provides for the recordation of a second NSR. Notably, Planning Code Section 207.2(h) limits the NSR requirement to "*Junior ADUs*" alone. The NSR is an *imposed agency condition*, not a voluntary covenant — the ZA is "*not authorized ... to alter the language of the conditions ... required by Planning Commission Motion No. 21747*" Ex. F. In fact, Government Code §§ 66323(b)/66315 forbids it. The Letter of Determination reached an incorrect conclusion.

Again, this determination has City-wide implications as it constitutes a categorical rule that can be applied to every Section 207.2 ADU. Thus, if this Board allows it to stand, the Letter of Determination operates as a citywide policy authorizing the Department to condition every State ADU project on a CUA compliance, which is, without question, prohibited by both the State ADU Law and the Planning Code. Such an unlawful rule must not be allowed to stand.

C. Analysis of Question Three: A City Official Cannot – Without Bias – Issue a Letter of Determination that Adjudicates His Own Conduct and the Conduct of His Office.

This independent alternative ground need not be reached if the Board grants Questions 1 and 2.

The Appellant acknowledges that the Zoning Administrator has no pecuniary interest in the Property and concedes that combining functions within one agency is, alone, tolerable. *Withrow v. Larkin* (1975) 421 U.S. 35, 47, 55. However, the objection is structural — the *appearance* of bias from the combination of the Zoning Administrator's functions here, combined, raises a probability of partiality due process does not tolerate. *Caperton v. A.T. Massey Coal Co.* (2009) 556 U.S. 868, 877.

First, Ordinance No. 291-24 charges the Zoning Administrator with performing the City's settlement obligations, [Ex. D] including releasing the permit suspension once conditions are met [Ex. F] — yet the same official charged to *perform* the Settlement Agreement also adjudicated whether *his own office* performed, holding the course "*consistent with the terms of the Settlement.*" Ex. F; *cf. Tumey v. Ohio* (1927) 273 U.S. 510, 523. The City's own litigation counsel, in a January 29, 2026 federal hearing, identified that same official as "*my client, the Zoning Administrator, who had helped negotiate this document.*" Ex. M [ECF 141, Tr. 5:19–20]. That is the very Zoning Administrator who then issued the Letter adjudicating his own office's conduct, copied to that same counsel. Ex. F.

Second, City records produced under the Public Records Act reveal the Zoning Administrator directed that the department would "*not engage until [Appellant] dismiss[es] their legal complaint*" [Ex. N] — conditioning administrative action on Appellant's abandonment of federal litigation rights. A single government office may not both advocate against a party and adjudicate that party's matter absent assurance the advisor is screened, and the record discloses no screen. (*Howitt v. Superior Court* (1992) 3 Cal.App.4th 1575, 1585–1586.) Appellant demanded recusal and was refused — "*No Planning Department staff that worked on the settlement agreement will be recused.*" Ex. J.

D. Analysis of Question Four: City Staff May Not Unilaterally Alter a CUA Application After It Has Been Submitted.

Like Question 3, this independent alternative ground need not be reached if the Board grants Questions 1 and 2. Planning Code § 303(b) empowers applicants to determine the scope of the CUA applications that they submit: *"A Conditional Use action may be initiated by application of the owner, or authorized agent for the owner, of the property for which the Conditional Use is sought."* PC § 303(b).

Here Appellant's CUA application was for UDU removal by merger under Planning Sections §§ 303 and 317 . It did not include the construction of a State ADU. Yet, the City's audit log records that on April 15, 2025 the planner, Vincent W. Page II, modified the project description of Appellant's CUA *"to include 'proposed State Accessory Dwelling Unit.'"* Ex. I. Despite this, Planner Page later declared, under penalty of perjury, *"I did not alter the Project application in any way."* Ex. H. The modification to the CUA was not clerical— it reached the *operative scope* of what the CUA adjudicated, by removing the State ADU from its required discretionary track and subjecting it to unlawful discretionary review. As such, the Planning Department's expansion of Appellant's CUA application was improper and served to remove the State ADU from the ministerial process required by the State ADU Law and Planning Code Section 207.2 and contemplated by the Settlement Agreement.

E. Analysis Of Question Five: The Zoning Administrator's Letter of Determination Improperly Interpreted the Settlement Agreement In Finding That It Allows For the State ADU To Be Subjected to a CUA Process and the Resulting Conditions.

The Letter of Determination rests on the Zoning Administrator's own interpretation of the Settlement Agreement. It was the Zoning Administrator and Planning Department – not the Planning Commission – who improperly interpreted the Settlement Agreement and put the State ADU before the Commission. It is also the Zoning Administrator who opined in the Letter of Determination that the course of action taken by the City was *"consistent with the terms of the Settlement,"* and who construed Condition 8 to *"reflect[] the language you agreed to in Section 4.1.2."* Ex. F.

But the Zoning Administrator's interpretation of the Settlement Agreement is incorrect. Planning Code Section § 303(d) (cited in the Letter of Determination) states that the power to *"prescribe such additional*

conditions ... as are ... necessary" cannot authorize a § 37.3 rent standard, because such condition is barred by Government Code §§ 66323(b) and 66315.

The City's only **remaining position is Settlement Agreement Section § 4.1.2**, which the City conceded *"could not, as a matter of law, bind the Planning Commission's discretion"* [Ex. G] and is *"not ... within the scope"* of the Letter. Ex. F. The City's litigation counsel confirmed this position in writing on March 31, 2026 — twenty-eight days before the LOD issued — stating that "issuance of the LOD is not required by nor within the scope of the Settlement Agreement." (Ex. O, internal Ex. B.) The City cannot simultaneously disclaim that the LOD is required by the Settlement Agreement and then rely on that same Agreement's § 4.1.2 as the substantive legal authority for its content. The City cannot now reasonably use a contractual term that does not bind the Planning Commission as a source of authority to do something that directly contradicts that proposition. The Letter of Determination includes no alternative source of authority, and thus the Zoning Administrator made an error in interpretation of the Settlement Agreement in the Letter of Determination, which this Board is empowered to overrule.

F. Analysis of Question Six: This Board Should Act Within Its Authority to Overrule the Letter of Determination.

Appellant does not seek an advisory opinion. Instead, he challenges the present validity of the Zoning Administrator's determination on the propriety of the CUA (including Motion No. 21747), and the resulting Condition 8. Here, this Board has the power to *"overrule the action of the Department,"* stating *"in summary its reasons in writing."* Under that authority, Appellant asks this Board to overrule the findings in the Letter of Determination.

The consequence of the Letter of Determination and this Board's decision are immediate. Appellant has recorded only the Settlement Agreement's required Exhibit D Notice of Special Restrictions (Document No. 2025095819, recorded November 18, 2025). That is the only NSR required by the Settlement Agreement. The NSR at issue in the Letter of Determination and resulting Condition 8, constitute a separate NSR, which has not been recorded. Appellant's Building Permit Application Nos. 202006118414 and 202010055941 remain

suspended; the Department of Building Inspection has confirmed in writing that it cannot process Appellant's Temporary Certificate of Occupancy application because the permits *"have been suspended by SF Planning Department."* Ex. B. Thus, a written determination from this Board overruling the Letter of Determination and finding that both the CUA, Planning Commission Motion, and resulting Condition 8's rent standard are unlawful and preempted, is the only administrative mechanism that prevents the City from demanding the Condition 8 NSR as a perpetual building-permit precondition.

The Board has the power to overrule the Letter of Determination as stated in Charter § 4.106(d), which allows the Board to *"overrule the action of the Department,"* stating *"in summary its reasons in writing."* As such, Appellant asks this Board to:

- (1) Overrule the Letter of Determination under Charter § 4.106(d).
- (2) State, in writing, that under Cal. Gov. Code §§ 66315, 66316, 66323(b), 66325(a), Costa-Hawkins (Civ. Code § 1954.52(a)(1)/(b)), and Planning Code § 207.2, neither the Planning Department nor the Planning Commission is empowered to require or hear a discretionary use application — or any hearing at all — on a State ADU; that the rent-control standard of Condition 8 is unauthorized and preempted as applied to the State ADU and cannot be imposed on, or recorded against, the Property; and that the Letter of Determination finding that the Charter, not the State ADU Law, governs a CUA over a State ADU was improper.

Appellant asks only that this Board overturn the findings in the Zoning Administrator's Letter of Determination. This falls squarely within Charter § 4.106(c)(1). The Zoning Administrator's incorrect interpretations have consequences on Appellant's Property. As such, the Appellant requires this relief so that he may fulfill his obligation to construct a State ADU under the State ADU Law as contemplated by the Settlement Agreement, free of the improper CUA, and resulting unlawful conditions.

To clarify, this Appellant seeks an overruling of the Zoning Administrator's Letter of Determination only under Charter § 4.106. Appellant is not asking this Board to overturn Motion No. 21747 nor amend Condition 8. Appellant concedes this Board lacks jurisdiction under Charter §§ 4.106(b)/4.105 to do so.

V. RESERVATION OF ATTORNEY'S FEES AND COSTS.

Appellant acknowledges that this Board lacks authority to award attorney's fees. Appellant expressly reserves, and does not waive, all rights to attorney's fees and costs, including the administrative-phase fees for Appellant's July 7, 2025 LOD Request and this appeal, recoverable as part of the eventual award. (*Best v. Cal. Apprenticeship Council* (1987) 193 Cal.App.3d 1448; *Edna Valley Watch v. County of San Luis Obispo* (2011) 197 Cal.App.4th 1312). Such fees will be sought (a) under Code of Civil Procedure § 1021.5 (private attorney general) in the § 1094.5 writ, and (b) under Settlement Agreement Article 11 in Federal Court. Appellant's fee memorandum is lodged for the § 1094.5 writ and is not submitted for the Board's adjudication.

VI. PRAYER FOR RELIEF.

For the foregoing reasons, Appellant respectfully prays that the Board overrule the Zoning Administrator's Letter of Determination under Charter § 4.106(d), and state as its written reason that State ADUs are not – and cannot be – put before the Planning Commission and that the resulting rent control condition is unlawful and preempted by the State ADU Law. *See* Cal. Gov. Code §§ 66316, 66325(a), 66323(b); Civ. Code § 1954.52(a)(1)/(b). Appellant requests that this Board grant such further relief as is just. Appellant reserves any rights with respect to (*inter alia*) his claims for a takings remedy, enforcement of the Settlement Agreement, and attorney's fees and costs to the § 1094.5 writ. The Board is not asked to command any permit; no remand is sought, or reverse Motion No. 21747.

Respectfully submitted,

/s/ Samuel Ray

Samuel Ray,
Colla & Ray LLP
Attorney for Appellant
Michael J. Turon

Exhibit A

SETTLEMENT AGREEMENT
BY AND BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO,
AND MICHAEL J. TURON, LAUREN R. TURON AND DOUGLAS A. GREENBERG

Article 1 INTRODUCTION

This Settlement Agreement (“AGREEMENT”) is by and between, on the one hand, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, including but not limited to the San Francisco Planning Department, San Francisco Board of Appeals, and San Francisco Zoning Administrator (collectively, “CITY” or “SAN FRANCISCO”), and on the other hand, MICHAEL J. TURON (“TURON”), LAUREN R. TURON, and DOUGLAS A. GREENBERG (each individually an “OWNER” and collectively, “OWNERS”). The CITY and OWNERS may be referred to below individually as a “PARTY” and collectively as the “PARTIES.”

The PARTIES have come to the following agreement.

Article 2 RECITALS

2.1 This AGREEMENT is the result of a negotiated resolution of all of the outstanding claims and defenses that have arisen between the PARTIES related to TURON’S ownership, use and management of that certain real property located at Block 3641, Lot 002, commonly known as 2722–2724 Folsom Street, San Francisco, California (“PROPERTY”). The PROPERTY is further described and reflected in Exhibit A.

2.2 TURON purchased the PROPERTY in 2007. Lauren R. Turon was added to the title as an owner of the PROPERTY on or about August 18, 2020. Douglas A. Greenberg was added to the title as an owner of the PROPERTY on or about August 18, 2020.

2.3 At the time of TURON’S purchase, the PROPERTY contained multiple dwelling units. Some of the units were legal, but others, although occupied by long-term tenants and subject to rent control under the San Francisco Rent Ordinance, had never been approved or permitted by the CITY. The CITY asserts, and OWNERS deny, that these “unauthorized units” included an attic apartment and a rear-yard “cottage,” as well as two separate residential units on the ground floor of the main structure: 2724A in the front of the building and 2724B in the back.

2.4 After purchasing the PROPERTY, TURON continued to lease and manage each of the unauthorized units, including (as CITY asserts and OWNERS deny) one of the two ground-floor units in the main structure. Beginning in 2016, TURON or OWNERS sought permits to remove the disputed unauthorized front unit, 2724A, from the main structure by merging it with the back unit and to make various improvements at the PROPERTY. OWNERS contend that these improvements were necessary to address fire and life safety concerns. Site inspections conducted in connection with TURON’S building permit applications revealed the presence of the two additional unauthorized units in the attic and rear-yard structure.

2.5 San Francisco requires that building permits that will “remove” residential units must obtain a “conditional use authorization” from the Planning Commission pursuant to section 317 of the Planning Code, with some exceptions. Under the Planning Code, “removal” of a residential dwelling includes not only complete demolition, but also a merger combining two or more residential units, as well as conversion of a residential unit by removing its cooking facilities. The requirement to obtain a conditional use authorization before removing a residential dwelling unit applies even if the residential unit to be removed was created illegally or without the required permits.

2.6 In 2017, the San Francisco Department of Building Inspection (“DBI”) determined that the two unauthorized units in the attic and rear yard could not be “legalized” in compliance with the Building Code, thus TURON could remove each of them with a simple building permit pursuant to section 317(c)(4). The CITY asserted, however, and OWNERS denied, that the ground-floor units (2724A and 2724B) did not have the same Building Code restraints, and thus, TURON’S proposal to merge these units required conditional use authorization under the Planning Code.

2.7 In December 2017, the Planning Commission held a noticed public hearing to consider TURON’S request for conditional use authorization to remove one of the ground-floor units by merging them together. As the units were occupied at the time, the existing tenants received notice and opposed TURON’S proposal. The Planning Commission denied TURON’S proposed merger, unanimously finding that it did not meet the criteria for conditional use because the merger “would result in the elimination of a residential dwelling unit, which [was, at the time] occupied by tenants, and subject to rent control.”

2.8 On February 17, 2018, there was a fire in the unpermitted kitchen in the disputed front unit that OWNERS contend caused smoke damage throughout ground floor.

2.9 On March 23, 2018, TURON applied for BPA No. 201803234544; the CITY denied the application, and TURON filed suit in San Francisco Superior Court, Case No. CPF-19-516533. On May 22, 2019, the City issued a Certificate of Final Completion and Occupancy for BPA No. 201905211330, to “document the legal use and occupancy of this building as a 3 story building containing two residential dwelling units” (the “CFC CORRECTION”). On January 24, 2020, TURON and the CITY executed a Stipulation Regarding Dismissal, stating, “The property located at 2722–2724 Folsom Street (‘Property’) is a three-story building containing two legal residential dwelling units. The residential flat located at 2724 Folsom Street formerly contained a second kitchen that was installed without the benefit of permits, located in the northeast corner of the residential flat. This second kitchen was destroyed by fire on February 17, 2018.” The CFC CORRECTION and 2020 Stipulation Regarding Dismissal were recorded on the PROPERTY’S title. The CITY contends, and the OWNERS deny, that the stipulation did not address the number of unauthorized units on the PROPERTY.

2.10 TURON and/or OWNERS then applied for several building permits in 2020, each for a limited scope of work. In March 2020, TURON sought a permit to abate the Notice of Violation for Complaint No. 201842471 issued by DBI due to the fire damage, including

replacing sheet rock (“MARCH 2020 PERMIT”). The CITY asserts, and OWNERS deny, that TURON’S application did not disclose that the work would be in the unpermitted kitchen area, or their intent to change the kitchen into a laundry room. CITY asserts that because the permit was obtained over-the-counter, it was not reviewed by the Planning Department. CITY further asserts, and OWNERS deny, that after DBI issued the permit, OWNERS proceeded to remove all remnants of the kitchen in unit 2724A and installed finishes for a new laundry area. OWNERS assert, and the CITY denies, that it was clearly understood by the CITY that the damaged kitchen “was to be repaired as a laundry.”

2.11 In May 2020, TURON applied for a new building permit, for work that TURON described as “Repair Fire, Smoke, & Water Damage” and add a new bathroom (BPA No. 202006118414, the “SEPTEMBER 2020 PERMIT”). TURON’S and/or the OWNERS’ plans labeled the former kitchen space as “laundry.” On October 5, 2020, OWNERS applied for a new permit (BPA No. 202010055941, the “NOVEMBER 2020 PERMIT”) to revise the SEPTEMBER 2020 PERMIT in order to forego the proposed new bathroom and perform seismic repairs. This revision also required building plans and the submitted plans also labeled the former kitchen space as laundry.

2.12 In April 2021, the San Francisco Zoning Administrator issued a suspension request for the SEPTEMBER 2020 PERMIT and NOVEMBER 2020 PERMIT—the two active permits related to the kitchen/laundry area. The request noted that plans on file for the permits subject to suspension “show one existing kitchen on the ground floor and one existing laundry room towards the front of the ground floor.” The City alleged inconsistencies between the plans on file, which OWNERS deny, and suspended the SEPTEMBER 2020 PERMIT and NOVEMBER 2020 PERMIT “to allow time for the [OWNERS] to address the inconsistencies between the existing conditions shown on the subject permits and prior permits and to correct any misrepresentations of these conditions.” The CITY asserts, and OWNERS deny, that a conditional use authorization was required under Planning Code section 317 for removal of the former kitchen or merger of ground-floor units. The CITY asserts, and OWNERS deny (based on the CFC CORRECTION and 2020 Stipulation Regarding Dismissal), that two residential units existed on the ground floor, i.e., that the PROPERTY consisted of a total of three residential units.

2.13 OWNERS appealed the suspension request to the Board of Appeals (“Board”), and following a noticed public hearing, the Board denied OWNERS’ appeal on the basis that there was no error or abuse of discretion and the suspension request had been properly issued. The Board later denied OWNERS’ request for rehearing.

2.14 On October 1, 2021, TURON filed a petition and complaint in the District Court for the Northern District of California (“COURT”), *Turon v. City and County of San Francisco*, Case No. 3:21-cv-07724, inter alia, challenging the CITY’S suspension of the SEPTEMBER 2020 PERMIT and NOVEMBER 2020 PERMIT (the “Lawsuit”).

2.15 On February 23, 2023, the COURT issued its Order Granting in Part and Denying in Part the City’s motion to dismiss the Lawsuit (“Order”). On March 1, 2023, the Parties

executed a Term Sheet containing the terms for a potential settlement of the Lawsuit. And, on March 2, 2023, the COURT entered an Order Granting Joint Motion to Vacate Trial Dates and Pretrial Deadlines to allow the Parties to effectuate settlement.

2.16 To settle the Lawsuit, the OWNERS propose to construct a “dwelling unit, accessory” (“ADU”) at the PROPERTY, which will conform to the requirements, controls and approval procedures for ADUs pursuant to California Government Code sections 66310–66342 (“STATE ADU LAW”), as further reflected in the proposed plan set attached to this AGREEMENT as **Exhibit B**. The Planning Department has determined that the attached plan set substantially complies with requirements of STATE ADU LAW; however, notwithstanding its attachment here, the CITY does not adopt or approve any statements in the plan set regarding the legality or historical use of any structure, room, or other space currently or previously existing on the PROPERTY. In exchange for the OWNERS’ construction of the ADU as secured by the liquidated damages set forth in the PARTIES’ stipulated injunction, attached as **Exhibit C** (“STIPULATED INJUNCTION”), the CITY will authorize removal of the alleged unauthorized unit on the ground floor of the main structure through merger with the other unit on the ground floor of the main structure and establish and document that that the total unit count of the PROPERTY, as reflected and authorized by building permits discussed below, consists of two (2) legal conforming residential dwelling units and one (1) ADU (or if liquidated damages are paid pursuant to the STIPULATED INJUNCTION, two (2) legal conforming residential dwelling units), and no non-conforming units and no unauthorized units.

2.17 Based on the OWNERS’ ADU proposal, described in **Exhibit B** as secured by the PARTIES’ STIPULATED INJUNCTION, attached as **Exhibit C**, and the benefits to the CITY from the proposed resolution of disputes described in this AGREEMENT, CITY staff will recommend approval of the AGREEMENT to the CITY’S Board of Supervisors, all as further described below.

Article 3 GENERAL MATTERS REGARDING THIS AGREEMENT

3.1 **Definitions.** Where terms are not defined, they shall have their ordinary accepted meanings within the context in which they are used. All words in the plural number shall include the singular, and all words in the singular number shall include the plural unless the natural construction of the wording indicates otherwise.

3.2 **Binding on Parties.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective heirs, representatives, successors and assigns, and shall run with the land constituting the PROPERTY. Where the term “PARTY” is used in this AGREEMENT, it means and includes that PARTY’S respective successors and assigns.

3.3 **Use of this Agreement.** This AGREEMENT is entered into for settlement purposes only. Neither the fact of, nor any statement or provision contained in, this AGREEMENT, including any action taken by any PARTY under this AGREEMENT, shall constitute, be construed as, or be admissible in evidence as, any admission or concession regarding any claim or allegation of any wrongdoing, fault, violation of law, or liability of any

kind on the part of any of the PARTIES. But nothing stated here shall preclude any of the PARTIES from seeking to introduce the terms of this AGREEMENT in any legal proceeding to enforce this AGREEMENT. The PARTIES also agree that the PARTIES shall be bound by, and liable for, the obligations arising out of this AGREEMENT as detailed herein.

3.4 Effective Date and Final Date.

3.4.1 Notwithstanding anything to the contrary contained in this AGREEMENT, the PARTIES acknowledge and agree that no officer or employee of CITY has authority to commit CITY to this AGREEMENT unless and until an ordinance of CITY'S Board of Supervisors shall have been duly enacted and signed by the Mayor, each acting in their sole discretion, approving this AGREEMENT and authorizing the actions contemplated herein. Therefore, any obligations or liabilities of CITY hereunder are contingent upon the due enactment of such an ordinance, and this AGREEMENT shall be null and void if CITY'S Board of Supervisors and Mayor do not approve this AGREEMENT in their respective sole discretion. Approval of the actions contemplated hereby by any department, commission or agency of CITY shall not be deemed to imply that such ordinance will be enacted nor will any such approval create any binding obligations on CITY.

3.4.2 This AGREEMENT will become effective ("EFFECTIVE DATE") when all of the following have occurred:

- (a) the PARTIES have fully executed and delivered the AGREEMENT; and
- (b) the Board of Supervisors adopts, and the Mayor signs, an ordinance approving the AGREEMENT.

3.4.3 This AGREEMENT will become final ("FINAL DATE") upon the last to occur of the following:

- (a) the OWNERS file the fully executed AGREEMENT and Request For Dismissal in COURT;
- (b) The PARTIES have filed, and the COURT has entered, the STIPULATED INJUNCTION enjoining and ordering OWNERS to complete construction of the ADU in accordance with all required building permits or pay the specified liquidated damages;
- (c) DBI issues the ADU building permit described in Section 4.2, below;
- (d) The CITY issues a conditional use authorization pursuant to San Francisco Planning Code Sections 303 and 317 for the removal of the alleged unauthorized unit on the ground-floor of the main structure through a merger with the other unit on the ground floor of the main structure.
- (e) DBI issues the Certificate of Final Completion and Occupancy for the ADU;

- (f) DBI closes DBI Complaint No. 202178874;
- (g) the Planning Department abates and closes Planning Case No. 2021-007092ENF; and
- (h) OWNERS serve the CITY with notice of the COURT'S entry of dismissal.

Article 4 OBLIGATIONS OF OWNERS

4.1 Within fifteen (15) days of the EFFECTIVE DATE, OWNERS shall file an application for a condition use authorization pursuant to Planning Code Sections 303 and 317, and plans that show the condition of the structures on the PROPERTY (i) prior to the 2018 fire including, without limitation, the number, size and location of all dwelling units and unauthorized dwelling units on the PROPERTY (consistent with the stamped approved first-floor plan at sheet A-4 of BPA No. 201712186772); (ii) the as-built conditions; and (iii) the proposed conditions of the structures on the PROPERTY, including the proposed ADU, labeling all rooms on all floors of all buildings.

4.1.1 The ADU will substantially conform to the plan set attached as **Exhibit B** to this AGREEMENT and meet all requirements set forth by the Planning Department in this AGREEMENT, including the following:

4.1.2 The ADU shall comply with all conditions of approval set forth in the conditional use authorization and be subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code, "Rent Ordinance") including rent increase limitations in Section 37.3 of the Rent Ordinance.

4.1.3 Upon receipt of invoice from the Planning Department, OWNERS will pay all required permit and Time & Materials fees associated with processing their application and consistent with Planning Code Section 350.

4.1.4 After the application for the conditional use authorization is submitted, OWNERS shall carry out no further construction work at the PROPERTY that requires a building permit unless authorized by later-issued building permits. Notwithstanding the foregoing, after the EFFECTIVE DATE of this AGREEMENT, OWNERS may complete work under Building Permit Application Nos. 202008041014 and 202009043490 (for front stairs/fence and slab on grade), which are pending completion and final sign-off. Furthermore, after release of their suspension by the CITY, as set forth in Article 5.2.1 below, OWNERS may complete work under Building Permit Application Nos. 202006118414 and 202010055941.

4.2 If the conditional use authorization is approved, OWNERS shall submit any building permit applications required to complete construction of the ADU ("STATE ADU PERMIT") and shall not commence any construction work prior to final approval and issuance of required building permits, except as explicitly allows by section 4.1.4 of this AGREEMENT. Building permit applications for the STATE ADU PERMIT shall be in conformance with the plan set attached as **Exhibit B** to this AGREEMENT.

4.3 Within thirty (30) days of the approval of the conditional use authorization described in section 5.1, OWNERS will record with the San Francisco Assessor-Recorder a Notice of Special Restrictions against title to the PROPERTY, in substantially the form attached as **Exhibit D** hereto, which will memorialize the obligation to construct the ADU, secured by the STIPULATED INJUNCTION including liquidated damages, and binding on all current OWNERS and successors to title to the PROPERTY. Within ten (10) days of the approval of the conditional use authorization described in section 5.1, OWNERS shall file with the COURT a request for dismissal with prejudice of the Lawsuit. OWNERS shall promptly serve the CITY with its request for dismissal and any notice or entry of dismissal from the COURT.

4.4 Within fifteen (15) days of the EFFECTIVE DATE, OWNERS will revise Building Permit Application No. 201807063908 ("2018 GARAGE PERMIT") to include updated plans that accurately document the work that has occurred in the area subject to the 2018 GARAGE PERMIT to date and proposed work, including the original and proposed completed floorplans.

4.5 OWNERS will ensure that all future projects and work at the PROPERTY, undertaken by OWNERS, will timely comply with all laws, including, but not limited to, the City's Planning Code and Building Code.

Article 5 OBLIGATIONS OF CITY

5.1 Following submission of a complete application for conditional use authorization that complies with the terms of this AGREEMENT, the CITY will on the first available date following submission of the application (which date is to be determined by the Secretary to the Planning Commission in their sole discretion) hold a public hearing pursuant to Planning Code Sections 303 and 317 to consider the conditional use authorization for the removal by merger of the alleged unauthorized unit on the ground-floor of the main structure. The City Attorney, City Zoning Administrator, and other relevant City staff will recommend approval of the conditional use authorization to the Planning Commission to effectuate this Settlement Agreement.

5.2 Within thirty (30) days of issuance of the STATE ADU PERMIT, the San Francisco Zoning Administrator will:

5.2.1 submit a written request that DBI release the suspension of BPA No. 202006118414 and BPA No. 202010055941, and DBI will promptly release the suspension;

5.2.2 submit the Planning Department's approval of the 2018 GARAGE PERMIT to DBI, and DBI will promptly issue the 2018 GARAGE PERMIT. At which time, OWNERS may commence work as authorized by the 2018 GARAGE PERMIT;

5.2.3 abate and close Planning Case No. 2021-007092ENF.

5.3 Within fifteen (15) days of issuance of the Certificate of Final Completion and Occupancy for the ADU constructed pursuant to the STATE ADU PERMIT or payment of the liquidated damages set forth in Exhibit C, DBI will close DBI Complaint No. 202178874.

5.4 Notwithstanding anything in this AGREEMENT, the CITY may, in its sole discretion, issue new Notices of Violations if it discovers new violations of the Planning Code, Building Code, or other City codes, that are not the subject of this AGREEMENT.

Article 6 CONDOMINIUM CONVERSION

The PARTIES agree that the settlement is not intended to, and nothing in this AGREEMENT does, affect any right the OWNERS may have to convert the PROPERTY to condominiums in the future, which conversion would be governed by the laws in effect at that time. The Zoning Administrator acknowledges, on behalf of the Planning Department only and no other CITY agency or department, that with the addition of the ADU constructed in conformance with the plan set attached as **Exhibit B**, the PROPERTY would be consistent with the General Plan and would not conflict with applicable provisions of the Planning Code. The CITY does not waive any objections to, and reserves the right to process any permit for conversion of the PROPERTY to condominiums as provided by the laws in effect at the time of application.

Article 7 RELEASES

7.1 Mutual Release.

It is the intention of the PARTIES that this AGREEMENT shall be effective as a full and final accord and satisfactory release of all claims between the PARTIES related to the LAWSUIT, and the CITY'S current and existing enforcement actions related to the PROPERTY, prior to the EFFECTIVE DATE of this AGREEMENT.

7.2 Release by Owners.

7.2.1 General Release. In furtherance of this intention, OWNERS acknowledge that they, and each of them, are familiar with Section 1542 of the California Civil Code which provides:

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

The OWNERS, and each of them, hereby waive and relinquish any rights and benefits which they have or may have under Section 1542 of the California Civil Code to the full extent permissible by law with respect to the LAWSUIT. The OWNERS, and each of them, acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they know or believe to be true with respect to the subject matter of this AGREEMENT, but it is the intention of the OWNERS to hereby fully and finally settle and release any and all matters, disputes, difference, known or unknown, or which have existed or will ever exist between the PARTIES regarding the released claims with respect to the

LAWSUIT. In furtherance of this intention, the AGREEMENT shall be and remain in effect as a full and complete general release of such claims notwithstanding discovery or existence of any such additional or different facts.

7.2.2 Specific Release. In consideration of the promises set forth in this AGREEMENT, together with good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, OWNERS release and discharge the CITY, as well as its employees, officers, directors, servants, insurers, attorneys, agents, representatives, and assigns from all civil claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, lawsuits, causes of action, setoffs, defenses, damages of any character or nature, whether contingent or noncontingent, liquidated or unliquidated, fixed, matured or unmatured, equitable, secured or unsecured, known or unknown, actual or punitive, foreseen or unforeseen, direct or indirect, liabilities and any other claim of any kind or nature in law or equity, whether arising under state, federal, international or other law, whether such claim is absolute or contingent, direct or indirect, known or unknown, suspected or unsuspected, including but not limited to civil penalties, damages, punitive damages, costs, expenses and attorneys' fees arising in any way from the CITY'S enforcement activities related to the PROPERTY or the LAWSUIT, up to the EFFECTIVE DATE of this AGREEMENT.

7.3 Release by City.

In consideration of the promises set forth in this AGREEMENT, together with good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the CITY releases and discharges OWNERS from:

7.3.1 any and all civil claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, lawsuits, causes of action, setoffs, defenses, damages, liabilities and any other claim of any kind or nature in law or equity, including but not limited to civil penalties, costs, expenses and attorneys' fees relating to the subject matter of the LAWSUIT, any claims encompassed within DBI Complaint No. 202178874 and Planning Case No. 2021-007092ENF, including, but not limited to, any issues regarding the total unit count of the PROPERTY that will exist upon OWNERS satisfying all of their obligations under this AGREEMENT.

7.3.2 Notwithstanding any other term of this AGREEMENT, CITY specifically does not release OWNERS from the following:

- (a) Any municipal or state tax claims or liabilities;
- (b) Any criminal liability; or
- (c) Any other state or municipal administrative, civil, or government claim or liability unrelated to the LAWSUIT.

7.3.3 The PARTIES further acknowledge that this release does not in any way relieve the PARTIES of the obligation to abide by each and every term of this AGREEMENT or each PARTY'S right to enforce this AGREEMENT. Further, this release does

not deprive the PARTIES from seeking penalties and attorneys' fees for failure to comply with any of the terms of this AGREEMENT as well as any other penalty or relief prescribed by law.

Article 8 OWNERS' REPRESENTATIONS AND WARRANTIES

OWNERS represent and warrant that each of them has fully read and understood the provisions and consequences of this AGREEMENT, and further, believe that the terms of this AGREEMENT are in their best interests, having consulted with counsel of their own choosing. OWNERS represent and warrant that each of them freely and voluntarily enters into and executes this AGREEMENT without undue influence by any person and without relying on any promises, conditions, terms, statements, or representations not expressly contained in this AGREEMENT. OWNERS warrant that no promise or inducement has been made or offered except as set forth herein as consideration for this AGREEMENT.

Article 9 BREACH AND CURE

In the event any PARTY contends that another PARTY is in breach of any of its obligations under this AGREEMENT, then the PARTY shall give written notice to the breaching PARTY, as provided in Article 20 below, specifying in reasonable detail the alleged breach. The breaching PARTY shall have forty-five (45) day from the date of receipt of the notice in which to correct or cure the breach. If at the end of the forty-five (45) day period, the breaching PARTY has not cured the breach, then and only then, can an action be filed to enforce this AGREEMENT.

Article 10 JURISDICTION AND JUDICIAL OVERSIGHT OF SETTLEMENT

The PARTIES agree that the COURT will retain jurisdiction over the subject matter and personal jurisdiction over each of the PARTIES to enforce this AGREEMENT and the STIPULATED INJUNCTION, and further agree that venue is proper within the COURT.

Article 11 ATTORNEYS' FEES AND COSTS

If any PARTY fails to perform any of its respective obligations under this AGREEMENT, or if any dispute arises between the PARTIES concerning the meaning or interpretation of any provision of this AGREEMENT, then the defaulting PARTY or the PARTY not prevailing in such dispute (including on disputed ex parte matters) as determined by the COURT, as the case may be, shall pay any and all costs and expenses incurred by the prevailing PARTY on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. For all purposes under this AGREEMENT, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services of the City Attorney's Office were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

Except as provided in this Article 11, each PARTY shall bear its own costs, attorney's fees, and other fees incurred in connection with the LAWSUIT, and with the negotiation and approval of this AGREEMENT and related documents.

Article 12 GOVERNING LAW

This AGREEMENT shall be governed by, construed and enforced in accordance with, the laws of the State of California without giving effect to its principles of conflicts of laws.

Article 13 EXHIBITS

The following exhibits, as attached to this AGREEMENT, constitute a part of this AGREEMENT and are incorporated into this AGREEMENT by this reference as if fully set forth herein:

- 13.1 **Exhibit A**: Description of the Property, Page 1 of 1.
- 13.2 **Exhibit B**: ADU Plan Sets, Pages 1 through 24, inclusive.
- 13.3 **Exhibit C**: Stipulated Injunction, Pages 1 through 9, inclusive.
- 13.4 **Exhibit D**: Notice of Special Restrictions, Pages 1 through 3, inclusive.

Article 14 ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement among the PARTIES hereto with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, among the PARTIES. No other agreement, statement, or promise made by any PARTY not contained herein shall be binding or valid.

Article 15 CONSTRUCTION

The PARTIES acknowledge and agree that each PARTY and any counsel for each PARTY has reviewed and revised this AGREEMENT and that any rule of construction to the effect that ambiguities are to be resolved against the drafting PARTY shall not apply in an interpretation of this AGREEMENT or any amendment or exhibit hereto.

Article 16 COUNTERPARTS

This AGREEMENT may be executed by facsimile or electronic (e.g., PDF) signatures in separate counterparts and once executed shall constitute one agreement which shall be binding upon all the PARTIES hereto, notwithstanding that the signatures of the PARTIES' designated representatives do not appear on the same page and/or are not original signatures.

Article 17 NO WAIVER OF RIGHT TO ENFORCE

The failure of any PARTY to enforce any provision of this AGREEMENT shall in no way be deemed a waiver of such provision or in any way affect the validity of this AGREEMENT. The failure of any PARTY to enforce any such provision shall not preclude such PARTY from later enforcing the same or any other provision of the AGREEMENT.

Article 18 CORRECTION OF TECHNICAL ERRORS

If by reason of inadvertence, and contrary to the intention of the PARTIES, errors are made in this AGREEMENT, in a legal description or the reference to or within any exhibit with respect to a legal description, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this AGREEMENT or any of its exhibits, the PARTIES, by mutual written agreement, may correct such error by memorandum reflecting the intent of the PARTIES concerning the relevant exhibits, legal descriptions, or other provisions. The respective Directors of the San Francisco Planning Department and Department of Building Inspection, and the OWNERS, may collectively approve and execute such a “Memorandum of Correction” without the necessity of amendment of this AGREEMENT.

Article 19 SEVERABILITY

In the event that any provision of this AGREEMENT, or part thereof, shall for any reason be held to be unenforceable, invalid or contrary to public policy or any law, and the remaining valid portions of the AGREEMENT, if enforced, will carry out the PARTIES’ intentions as reflected herein to release fully and finally the claims released in exchange for the consideration described, the whole AGREEMENT shall not be invalidated but, instead, the AGREEMENT shall be construed as if it did not contain the unenforceable or invalid portion.

Article 20 NOTICE

Any notice or other communication required or permitted to be given under this AGREEMENT shall be in writing, and may be served by personal delivery or by sending the notice by registered or certified mail, return receipt requested, with postage to the addresses shown below. In addition to such service, any written notice or other communication shall also be sent via email. Any notice or other communication served in the manner described above shall be deemed to have been given and received upon the date of delivery to the addressee or refusal by the addressee to accept delivery. For purposes of notice, the addresses of the PARTIES shall be as follows:

To San Francisco: San Francisco Planning Department
Director of Planning
49 South Van Ness Avenue
San Francisco, CA 94103
rich.hillis@sfgov.org

With a copy to: Office of City Attorney David Chiu
Attention: Brian Crossman
1 Dr. Carlton B. Goodlett Place, Room 234
San Francisco, CA 94102
Brian.Crossman@sfcityattys.org

To Owners: Michael J. Turon
2722 Folsom Street
San Francisco, CA 94110
kalberts@leonealberts.com

With a copy to: Katherine A. Alberts
Leone Alberts & Duus
1390 Willow Pass Rd., Ste. 700
Concord, CA 94520
kalberts@leonealberts.com

Article 21 WARRANTY OF AUTHORITY

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this AGREEMENT on behalf of the PARTY for whom he or she purports to sign this AGREEMENT. Each PARTY signing this AGREEMENT also represents and warrants that no other person's signature is needed in order to bind that PARTY to this AGREEMENT or to release the claims and demands that such PARTY is purporting to release. No PARTY will challenge the right or authority of any other PARTY or signatory to sign or execute this AGREEMENT on behalf of any other PARTY.

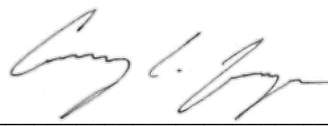
CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

Dated: December 30, 2024



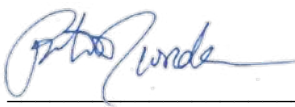
RICH HILLIS
Director of the San Francisco Planning Department

Dated: December 30, 2024



COREY A. TEAGUE, AICP, LEED AP
Zoning Administrator
San Francisco Planning

Dated: December 30, 2024



PATRICK O'RIORDAN
Director of the Department of Building Inspection

APPROVED AS TO FORM:

Dated: December 30, 2024

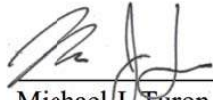
DAVID CHIU
City Attorney
BRIAN F. CROSSMAN
Deputy City Attorneys

By: 
BRIAN F. CROSSMAN

Attorneys for Defendants and Respondents
CITY AND COUNTY OF SAN FRANCISCO

OWNERS

Dated: September 23, 2024


Michael J. Turon

Dated: September 23, 2024


Lauren R. Turon

Dated: 09/22, 2024


Douglas A. Greenberg

APPROVED AS TO FORM:

Dated: September 25, 2024

LEONE ALBERTS & DUUS

By: 
KATHERINE A. ALBERTS

Attorneys for OWNERS
MICHAEL J. TURON
LAUREN R. TURON, and
DOUGLAS A. GREENBERG

Exhibit B



49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

PLAN CHECK LETTER

February 12, 2025

Michael J. Turon
2722 Folsom Street
San Francisco, CA 94110

Project Address: 2722 - 2726 FOLSOM ST
Assessor's Block/Lot: 3641 / 002
Zoning: RH-2 (Residential House, Two-Family)
Calle 24 Special Use District
Priority Equity Geographies Special Use District
Mission Alcoholic Beverage Special Use District
40-X Height and Bulk District

Planning Record Number: 2024-011657PRJ

Project Manager: Vincent W. Page II | (628) 652-7396 | vincent.w.page.ii@sfgov.org

The Project Application for the above address has been reviewed by the Planning Department. This Plan Check Letter indicates (1) any information required to proceed with environmental analysis, (2) any missing information or modifications that must be provided to demonstrate compliance with the Planning Code and proceed with environmental analysis, and (3) any other modifications the Department is seeking in order to support the project. **Please review this Plan Check Letter carefully, and follow the instructions provided in order to advance the review process.**

Project Review History

On December 30, 2024, a Project Application was submitted to the Planning Department.
On January 7, 2025, the Planning Department issued an Incomplete Application Notice to the Project Sponsor. Revised materials were submitted later that same day.
On January 13, 2025, the Planning Department issued a Complete Application Notice, deeming the Project Application "accepted" for review.

Responses Required for Environmental Analysis

The Department is unable to proceed with environmental analysis for the project until the following information or modifications are provided or addressed:

All modifications and requirements identified in the Planning Code Review Checklist (**Appendix A**). These project modifications and missing materials or information are necessary to confirm that the project is compliant with applicable Planning Code requirements.

Project Review Comments

1. As the Project proposed legalizing the removal of an unauthorized dwelling unit through merger, please submit the Dwelling Unit Removal Supplemental Application form, which can be downloaded from the Planning Department website at: sfplanning.org/resource/DURemoval-supplemental.
2. Please submit a consolidated set of plans for the entire Project, which involves both a Conditional Use Authorization for the removal of an Unauthorized Unit and the replacement of that unit through the addition of an ADU within the existing, detached rear yard structure. In order to consider the Project as a whole, the Planning Commission will need to see all scopes of work represented on a single set of drawings.
3. As currently submitted, the Project proposes to use the Hybrid ADU Program to develop an ADU in the existing detached structure at the rear of the lot. However, as noted in Appendix A below, the ADU as currently proposed would not comply with the Planning Code's requirement for exposure (Section 140), and the Hybrid ADU Program does not exempt or modify the requirements of Section 140. Please clarify if the Project will be revised to seek authorization for the ADU under the Local or State Programs, which offer partial or complete waivers from the Planning Code's requirements for open space, exposure, and density.
4. **Enforcement:** this property is subject to an active enforcement investigation (Complaint No. 2021-007092ENF). Failure to respond to this letter within the required 30-day time period will result in enforcement proceedings by the Planning Department. Administrative penalties of up to \$250 per day may also be assessed to the responsible party for each day the violation remains unabated, as well as an Enforcement Time and Materials Fee of \$4,500.16 plus any additional accrued time and materials cost for Code Enforcement investigation and abatement of violation.

Required Action

1. Please include a written response to this letter that discusses how you have addressed the items outlined above and in each of the attachments. Please note that the Department may request further revisions to the project as part of the environmental review process (e.g., to avoid a significant impact), or to ensure conformity with the Planning Code, design guidelines and other local ordinances and policies.

2. Within thirty (30) days from the date of this letter, please submit the requested information, or contact the project manager listed above if more time is needed to prepare the requested information. If the Department has not received the requested information or a request for additional time within 90 days, the application will be cancelled.

Revisions Requested by the Planning Department

If you have previously registered with SF Planning Public Portal, use the email address listed on this notice to login and submit the requested materials (do not use a different email).

To submit Plan Revisions after logging into the portal:

- 1) Go to My Records and select the associated PRJ record,
- 2) Go to Record Info and select Attachments
- 3) At the bottom of the screen follow instructions to upload your plans and be sure to select "Plan Revisions" when completing your document upload.

If you have not previously registered with the SF Planning Public Portal

- 1) Visit the public portal and create a new account and password with the email address listed on this notice. (Do not use a different email).
- 2) Navigate to the blue highlighted portion located in the middle right section of the page labeled "New users: Register for an Account" on the Public Portal's homepage.
- 3) You will be redirected to review and acknowledge the terms of use to proceed. Once acknowledged, create NEW login information and use the email address listed on this notice.
- 4) Once complete, your previous information will be combined and updated for you to access through the new portal.
- 5) Submit Plan Revisions by following steps above titled "To submit Plan Revisions after logging into the portal"

Please do not come to the Planning Department to discuss this letter. Please direct all general questions or meeting requests to the project planner listed above. For questions related specifically to environmental review, please contact the environmental planner listed above.

Thank you,
Vincent W. Page II
District 6/Code Enforcement, Current Planning Division

CC: Corey Teague, Planning Department
Brian Crossman, City Attorney's Office

APPENDIX A: PLANNING CODE REVIEW

Record No. 2024-011657PRJ

Contact: Vincent W. Page II | (628) 652-7396 | vincent.w.page.ii@sfgov.org

2722-2726 Folsom Street

PLAN SUBMITTAL GUIDELINES:

Provided	Not Provided	Not Required	Description & Comment	
☒	☐	☐	General Information	
☒	☐	☐	Title Sheet & Details	
☐	☐	☒	Site Survey	
☒	☐	☐	Site Plan	
☒	☐	☐	Floor & Roof Plans	Outline or otherwise indicated the area of the UDU proposed for merger.
☐	☒	☐	Elevations	Provide elevations, existing and proposed, for the rear structure, which is proposed to be developed into an ADU.
☒	☐	☐	Sections	
☐	☐	☒	Landscaping Plan	
☐	☐	☒	Streetscape Plan	
☐	☒	☐	Material Specifications	Provide for proposed ADU.
☐	☒	☐	Photographs	Provide photos, interior and exterior, of the existing structure in which the ADU would be located.
☐	☐	☒	Renderings	

LAND USE:

Permitted Use	Conditional Use	Planning Code Section & Comment	
☒	☐	209.1	RH-2
☒	☐	249.59	Calle 24 Special Use District
☒	☐	249.60	Mission Alcoholic Beverage Special Use District
<i>Comments:</i> The Project proposes to legalize the removal of an Unauthorized Unit on the first floor of a three-story building authorized for Residential Use with two Dwelling Units and to replace said unit through the addition of an Accessory Dwelling Unit ("ADU") under the Hybrid Program within an existing detached one-story 369 square-foot structure at the rear of the lot. The proposed use complies with the controls of the RH-2 Zoning District and the Calle 24 and Mission Alcoholic Beverage Special Use Districts. However, as noted below, the Project may need to be revised to seek approval for the ADU under the State or Local Programs.			

CONDITIONAL USE AUTHORIZATION:

Required	Planning Code Section	
☒	317	Residential Demolition, Merger or Conversion, and Removal of Unauthorized Dwelling Units
<i>Comments:</i> The Project requires Conditional Use Authorization pursuant to Planning Code Section 317 to legalize the removal of an Unauthorized Unit through Residential Conversion and Merger. A Conditional Use Supplemental Application was submitted with the Project Application and is under review. Please submit the Dwelling Unit Removal Supplemental Application form, which can be downloaded from the Planning Department website at: sfplanning.org/resource/DURemoval-supplemental.		

APPENDIX A: PLANNING CODE REVIEW

Record No. 2024-011657PRJ

Contact: Vincent W. Page II | (628) 652-7396 | vincent.w.page.ii@sfgov.org

2722-2726 Folsom Street

ADDITIONAL PLANNING CODE REQUIREMENTS:

Complies	Does Not Comply	Needs Info	Planning Code Section		Comments
☒	☐	☐	132	Front Setback	Show front setback line on plans.
☐	☐	☒	132(g) and (h)	Green Landscaping and permeability	Revise the site plans to show what areas within the front setback, if any, are planted or covered with permeable paving. This Code section requires that at least 20% of the front setback area “be unpaved and devoted to plant material” and that at least 50% be “permeable so as to increase stormwater infiltration,” but notes that the 20% required to be planted may count toward the 50% permeability requirement.
☐	☐	☒	134	Rear Yard	Show rear yard setback (30% of lot depth) on plans.
☐	☐	☒	135	Open Space	Identify the amount of useable open space, whether private (per unit) or shared by one or more units on the lot, on plans and in the project summary table on the cover sheet.
☒	☐	☐	136	Permitted Obstructions	
☐	☒	☐	140	Dwelling Unit Exposure	The unobstructed open area onto which the proposed ADU would face is less than 25 feet in every horizontal direction; Section 140 requires that every dwelling unit face onto a public Right of Way or an unobstructed open area measuring at least 25 feet in every horizontal direction. The Project proposes to use the Hybrid ADU Program, which requires compliance with Planning Code Section 140. Please revise the drawings to demonstrate compliance or seek approval for the ADU under either (1) the Local Program, which offers a partial waiver from this requirement; or (2) the State Program, which is ministerial and does not require that the ADU comply with Planning Code Section 140.
☒	☐	☐	142	Parking Screening & Greening	
☐	☐	☒	155.2	Bicycle Parking	Please show the location of the bicycle parking on the floor plans.
☐	☐	☒	207.1	Local Program Accessory Dwelling Units	Clarify which program the Project will use.
☐	☐	☒	207.2	State & Hybrid Program Accessory Dwelling Units	Clarify which program the Project will use.

Exhibit C

PROJECT INFORMATION**PROJECT DESCRIPTION:**

Please provide a narrative project description that summarizes the project and its purpose. Please list any required approvals (e.g. Variance), changes to the Planning Code or Zoning Maps, or Inclusionary Rate Reduction Request, if applicable.

Per Ordinance No. 291-24 and the Settlement Agreement, this supplemental application documents the Owner's obligations under §§4.1(i)-(iii) to submit plan sets showing "Pre-Fire," "As-Built," and "Proposed" (inc. ADU) conditions. No actual construction is authorized; this filing is solely "paper" documentation required by the Agreement. Note: The CITY is obligated, under §5.1 of the Settlement Agreement, to seek the next available date for a CUA, following submission.

PROJECT DETAILS:

- ☐ Change of Use ☐ New Construction ☐ Demolition ☐ Facade Alterations ☐ ROW Improvements
☐ Additions ☐ Legislative/Zoning Changes ☐ Lot Line Adjustment-Subdivision ☒ Other: Ordinance 291-24

Residential:

- ☒ Accessory Dwelling Unit ☐ Dwelling Unit Legalization Ord. 43-14 ☐ Fourplex Density Bonus Exemption ☐ Automotive Housing Density Bonus
☐ State ☐ Local
☒ Hybrid GOV § 66310-66342 (§ 2.16 AGREEMENT) [Formerly GOV 65852.2 & 65852.22 (See Locicero Decl. ¶¶ 11-14, Ex. B) / PC § 207.2
☒ Planning Code Section 317 ☐ Senior Housing ☐ Intermediate Length Occupancy Units (ILOs) ☐ 100% Affordable Housing
☐ Demolition ☐ Conversion ☐ Removal
☒ 'Removal-through-merger' per §§ 2.16, 3.4.3(d), 5.1 of AGREEMENT (Ordinance 291-24)
☐ Permanent Supportive Housing ☐ Housing Tenure
☐ Rental ☐ Ownership ☐ Unknown

Indicate whether a Preliminary Housing Development Application (SB-330) is or has been submitted: ☐ Yes ☒ No

Are you revising a previously approved project with physical changes: ☐ Yes ☒ No

If selected "Yes," please complete the following information:

- Planning Application No(s)/Motion No(s) of approved project to be modified: _____
- Is there a Preliminary Housing Application (SB 330) on file for the approved project? ☐ Yes ☐ No
- GFA of previously approved project: _____
- GFA proposed in modified project: _____
- % Change in GFA: _____

Estimated Construction Cost: \$1 _____

SB-1214 Authorization: [Senate Bill 1214](#) allows applications to limit the plans available to the public. You can find more information on our [website](#).

- ☒ Yes, all plans may be shared publicly.
☐ No, floor plans may not be shared publicly. A reduced plan set with only a massing diagram and site plan has been provided with this submittal for public distribution.

Exhibit D

FILE NO. 241054

ORDINANCE NO. 291-24

1 [Settlement of Lawsuit - Michael J. Turon - 2722-2724 Folsom Street]

2
3 **Ordinance authorizing settlement of the lawsuit filed by Michael J. Turon against the**
4 **City and County of San Francisco; the lawsuit was filed on October 1, 2021, in the**
5 **United States District Court, Northern District of California, Case No. 21-cv-07724;**
6 **entitled Michael J. Turon v. City and County of San Francisco, et al.; the lawsuit**
7 **involves challenges to suspension of certain building permits for the property at 2722-**
8 **2724 Folsom Street; material terms of the settlement are plaintiff agrees to seek**
9 **conditional use authorization to remove an unauthorized dwelling unit through merger**
10 **and agrees to construct a detached accessory dwelling unit in an existing rear-yard**
11 **structure at the property, construction of which will be secured by a stipulated**
12 **injunction requiring plaintiff to pay liquidated damages to the City if the accessory**
13 **dwelling unit is not completed, and in exchange the City will lift the suspension on the**
14 **subject permits, issue the pending permit to complete work at the property, and close**
15 **its pending enforcement actions.**

16
17 Be it ordained by the People of the City and County of San Francisco:

18 Section 1. Pursuant to Charter Section 6.102(5), the Board of Supervisors hereby
19 authorizes the City Attorney to settle the action entitled Michael J. Turon v. City and County of
20 San Francisco, et al., United States District Court, Northern District of California, Case No.
21 Case No. 21-cv-07724. Under the settlement, the plaintiff will pursue a conditional use
22 authorization to remove an unauthorized dwelling unit by merger and construct a detached
23 accessory dwelling unit in an existing rear-yard structure at the subject property, the
24 construction of which will be secured by a stipulated injunction requiring plaintiff to pay
25 liquidated damages to the City if the accessory dwelling unit is not completed. In exchange,

the City will lift the suspension on the subject permits, issue the pending permit to complete work at the property, and close its pending enforcement actions. The lawsuit involves Constitutional and State law challenges to suspension of certain building permits for the property at 2722–2724 Folsom Street.

Section 2. The above-named action was filed in United States District Court, Northern District of California on October 1, 2021, and the following parties were named in the lawsuit: Michael J. Turon, Plaintiff and Petitioner; City and County of San Francisco, San Francisco Planning Department, San Francisco Board of Appeals, San Francisco Zoning Administrator, and Does 1-10, Defendants and Respondents.

Section 3. The Board of Supervisors authorizes the Zoning Administrator and the Directors of Planning and the Department of Building Inspection and other applicable City officials to take all actions reasonably necessary to perform the City's obligations under the Settlement Agreement.

APPROVED AS TO FORM AND
RECOMMENDED:

DAVID CHIU
City Attorney

/s/
AUSTIN YANG
Chief Land Use Deputy

RECOMMENDED:

PLANNING DEPARTMENT

/s/
RICH HILLIS
Planning Director

DEPARTMENT OF BUILDING INSPECTION

/s/
PATRICK O'RIORDAN
Director

n:\land\li\2024\220211\01790961.docx



City and County of San Francisco
Tails
Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 241054

Date Passed: December 10, 2024

Ordinance authorizing settlement of the lawsuit filed by Michael J. Turon against the City and County of San Francisco; the lawsuit was filed on October 1, 2021, in the United States District Court, Northern District of California, Case No. 21-cv-07724; entitled Michael J. Turon v. City and County of San Francisco, et al.; the lawsuit involves challenges to suspension of certain building permits for the property at 2722-2724 Folsom Street; material terms of the settlement are plaintiff agrees to seek conditional use authorization to remove an unauthorized dwelling unit through merger and agrees to construct a detached accessory dwelling unit in an existing rear-yard structure at the property, construction of which will be secured by a stipulated injunction requiring plaintiff to pay liquidated damages to the City if the accessory dwelling unit is not completed, and in exchange the City will lift the suspension on the subject permits, issue the pending permit to complete work at the property, and close its pending enforcement actions.

November 21, 2024 Government Audit and Oversight Committee - RECOMMENDED..

December 03, 2024 Board of Supervisors - PASSED, ON FIRST READING

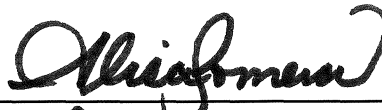
Ayes: 10 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Ronen, Safai and Walton

December 10, 2024 Board of Supervisors - FINALLY PASSED

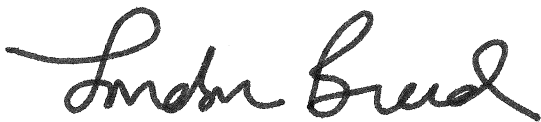
Ayes: 10 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Ronen, Safai and Walton

File No. 241054

I hereby certify that the foregoing
Ordinance was **FINALLY PASSED** on
12/10/2024 by the Board of Supervisors of
the City and County of San Francisco.



f Angela Calvillo
Clerk of the Board



London N. Breed
Mayor

12/19/24

Date Approved

Exhibit E



San Francisco
Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

EXECUTIVE SUMMARY CONDITIONAL USE AUTHORIZATION

HEARING DATE: June 5, 2025

Record No.: 2024-011657CUA
Project Address: 2722-2726 Folsom Street
Zoning: RH-2 (Residential House, Two-Family) Zoning District
Calle 24 Special Use District
Mission Alcoholic Beverage Special Use District
Priority Equity Geographies Special Use District
Cultural District: Calle 24 Latino
Block/Lot: 3641 / 002
Project Sponsor: Michael J. Turon
2724 Folsom Street
San Francisco, CA 94110
Property Owner: Michael J. Turon
2724 Folsom Street
San Francisco, CA 94110
Staff Contact: Vincent W. Page II – (628) 652-7396
vincent.w.page.ii@sfgov.org
Environmental Review: N/A

RECOMMENDATION: Approval with Conditions

Project Description

The project proposal ("Project") is for a Conditional Use Authorization to retroactively authorize the merger of an unauthorized dwelling unit with the dwelling unit on the first floor of a three-story two-unit residential building, and to convert an existing accessory building at the rear of the lot to a detached Accessory Dwelling Unit ("ADU") under the State Program.

Required Commission Action

In order for the Project to proceed, the Commission must grant a Conditional Use Authorization, pursuant to Planning Code Sections 303 and 317 to retroactively authorize the merger of an unauthorized dwelling unit.

Issues and Other Considerations

- **Public Comment & Outreach. Support/Opposition:** The Department has received 21 letters in support, including one letter from the Calle 24 Latino Cultural District and one letter from The Inner Mission Neighborhood Association, and no (0) letters in opposition to the Project. Support for the Project is centered on the fact that it would not result in the displacement of any tenants and would add a dwelling unit to the City's housing stock.
- **Calle 24 Cultural District:** The Project Site is located in the Calle Veinticuatro (24) Latino Cultural Heritage District, which was adopted by the Board of Supervisors in April 2014. The Latino Cultural Heritage District encompasses the area between 23rd Street, Cesar Chavez Street, Mission Street, and Potrero Avenue, and has been recognized as a center for Latino culture in San Francisco.
- **Enforcement.** The Project would abate Planning Enforcement Case No. 2021-007092ENF.

Environmental Review

On May 21, 2025, the Environmental Review Officer determined that the Project is not a "project" under CEQA.

Basis for Recommendation

The Department finds that the Project is consistent with the Mission Area Plan and the Objectives and Policies of the General Plan because it would replace an unauthorized unit with a new, rent-controlled unit on the same lot, which will contribute positively to the City's housing stock. Although the proposed ADU is smaller than the unit that it would replace, the Project will restore the existing family sized ground floor unit and result in a net increase of one legal dwelling unit. For these reasons, the Department finds the Project to be necessary, desirable, and compatible with the surrounding neighborhood, and not to be detrimental to persons or adjacent properties in the vicinity.

Attachments

Draft Motion – Conditional Use Authorization with Conditions of Approval
Exhibit B – Plans
Exhibit C – Land Use Data
Exhibit D – Maps and Context Photos
Exhibit E – Project Sponsor's Brief



San Francisco
Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

PLANNING COMMISSION DRAFT MOTION

HEARING DATE: JUNE 5, 2025

Record No.: 2024-011657CUA
Project Address: 2722-2726 Folsom Street
Zoning: RH-2 (Residential House, Two-Family) Zoning District
Calle 24 Special Use District
Mission Alcoholic Beverage Special Use District
Priority Equity Geographies Special Use District
40-X Height and Bulk District
Cultural District: Calle 24 Latino
Block/Lot: 3641 / 002
Project Sponsor: Michael J. Turon
2722 Folsom Street
San Francisco, CA 94110
Property Owner: Michael J. Turon
2722 Folsom Street
San Francisco, CA 94110
Staff Contact: Vincent W. Page II – (628) 652-7396
vincent.w.page.ii@sfgov.org

ADOPTING FINDINGS RELATING TO A CONDITIONAL USE AUTHORIZATION PURSUANT TO PLANNING CODE SECTIONS 303 AND 317 FOR THE MERGER OF AN UNAUTHORIZED DWELLING UNIT WITH THE DWELLING UNIT ON THE FIRST FLOOR OF A THREE-STORY TWO-UNIT RESIDENTIAL BUILDING AND TO CONVERT AN EXISTING ACCESSORY BUILDING AT THE REAR OF THE LOT TO A DETACHED ACCESSORY DWELLING UNIT (“ADU”) UNDER THE STATE PROGRAM (PLANNING CODE SECTION 207.2) LOCATED AT 2722-2724 FOLSOM STREET, BLOCK 3641 LOT 002, WITHIN AN RH-2 (RESIDENTIAL HOUSE, TWO-FAMILY) ZONING DISTRICT, 40-X HEIGHT AND BULK DISTRICT, CALLE 24 SPECIAL USE DISTRICT, MISSION ALCOHOLIC BEVERAGE SPECIAL USE DISTRICT, AND PRIORITY EQUITY GEOGRAPHIES SPECIAL USE DISTRICT.

PREAMBLE

On December 30, 2024, Michael J. Turon (hereinafter “Project Sponsor”) filed Application No. 2024-011657CUA (hereinafter “Application”) with the Planning Department (hereinafter “Department”) for a Conditional Use Authorization for the merger of an unauthorized dwelling unit with the dwelling unit on the first floor of a

three-story two-unit residential building and to convert an existing accessory building at the rear of the lot to a detached Accessory Dwelling Unit (hereinafter “Project”) at 2722-2726 Folsom Street, Block 3641 Lot 002, (hereinafter “Project Site”).

On June 5, 2025, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Authorization Application No. 2024-011657CUA.

The Planning Department Commission Secretary is the Custodian of Records; the File for Record No. 2024-011657CUA is located at 49 South Van Ness Avenue, Suite 1400, San Francisco, California.

The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

MOVED, that the Commission hereby authorizes the Conditional Use Authorization as requested in Application No. 2024-011657CUA, subject to the conditions contained in “EXHIBIT A” of this motion, based on the following findings:

FINDINGS

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. **The above recitals are accurate and constitute findings of this Commission.**
2. **Project Description.** The Project proposes to merge an unauthorized dwelling unit with the dwelling unit on the first floor of a three-story two-unit residential building and to convert an existing, accessory building at the rear of the lot to a detached Accessory Dwelling Unit (“ADU”) under the State Program (Planning Code Section 207.2).
3. **Site Description and Present Use.** The Project Site is located within the Mission neighborhood of San Francisco (Supervisory District 9) and consists of a rectangular Assessor’s parcel (Lot 002 in Assessor’s Block 3641) measuring 122 feet 6 inches in length and 30 feet in width on the west side of Folsom Street, about 100 feet south of its intersection with 23rd Street. The Project Site is developed with a three-story building constructed in 1896 and authorized for residential use with two dwelling units (#2722 and #2724), both of which are currently owner-occupied. An existing, one-story accessory building with plan dimensions of 27 feet and 13 and one-half feet is located at the rear of the lot.
4. **Surrounding Properties and Neighborhood.** The immediate surrounding context is densely residential, with two- to four-story multifamily buildings, some one-family buildings, and incidental commercial uses on lower floors. Due to its close proximity 24th Street, the Project Site is within walking distance of numerous restaurants, bars, and community-serving retail uses, as well as two public parks (Parque Ninos Unidos and Garfield Square) and the 24th Street BART Station. Other zoning districts in the vicinity of the Project Site include RH-3 (Residential House, Three-Family), RM-1 (Residential Mixed, Low Density), UMU (Urban Mixed Use), and P (Public).

The project site is also located in the Calle 24 Latino Cultural Heritage District, which was adopted by the Board of Supervisors in April 2014. The Latino Cultural Heritage District encompasses the area between 23rd Street, Cesar Chavez Street, Mission Street, and Potrero Avenue, and has been recognized as a center for Latino culture in San Francisco.

5. **Public Outreach and Comments.** The Department has received correspondence from 21 people in support of the proposed Project and no letters in opposition.
6. **Planning Code Compliance.** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:

- A. **Use.** In the RH-2 Zoning Districts, Planning Code Section 209.1 allows a maximum of two dwelling units per lot.

The Project proposes to replace an unauthorized dwelling unit that was merged with the existing unit on the first floor (#2724) through the addition of an Accessory Dwelling Unit ("ADU") within an existing building at the rear of the lot that is currently used as storage accessory to the existing residential use. Although the residential density that the Project Site allows is already maximized, an ADU is allowed to exceed the allowable residential density pursuant to Planning Code Section 207.2. Therefore, the proposed use is Code-complying.

- B. **Residential Merger.** Planning Code Section 317 defines "Unauthorized Unit" as a room or suite of rooms that has been used, without the benefit of a building permit, as a separate and distinct living or sleeping space independent from other Residential Units on the same property; "Residential Unit" as a legal conforming or legal nonconforming dwelling unit or group housing unit; and "Residential Merger" as a combining of two or more Residential or Unauthorized Units that results in a decrease in the number of Residential Units or Unauthorized Units within a building. This Code Section requires Conditional Use Authorization to merge an Unauthorized Unit with a Residential Unit and establishes criteria that the Planning Commission shall consider in the review of an application for Residential Merger.

The Project proposes to merge an unauthorized dwelling unit with a legal, existing dwelling unit on the first floor and therefore requires a Conditional Use Authorization. The additional criteria specified under Section 317 are incorporated as findings in Subsection 8 below.

- C. **Front Setback.** Planning Code Section 132 states that the minimum required front setback shall be no less than the depth of the adjacent building with the shortest front setback.

Although the primary building on the Project Site is set back 8 feet and 10 inches from the front lot line, the Project Site does not have a required front setback because the adjacent neighbor to the north has no front setback. Therefore, the Project complies with the requirements of Section 132.

- D. **Rear Yard and Permitted Obstructions.** Planning Code Section 134 requires a rear yard equal to 30 percent of the depth of the lot, and states that only those obstructions identified in Planning Code Section 136 may be constructed within the required rear yard.

With a lot depth of 122 feet 6 inches, the Project Site has a required rear yard of 36 feet 9 inches. The residential building has an existing rear yard of approximately 44 feet. The Project includes the addition of a State Program ADU in an existing accessory building that is located entirely within the required rear yard. An ADU approved under State Law is not required to comply with local setback requirements pursuant to Planning Code Section 207.2.

- E. **Useable Open Space.** In the RH-2 Zoning Districts, Planning Code Section 135 requires 125 square feet of useable open space for each dwelling unit if private, and 166 square feet of open space per unit if common.

The Project contains a total of three dwelling units, two of which are existing and principally permitted and one that will be authorized as an ADU. While the ADU is not required to comply with the Planning Code's useable open space requirement pursuant to Planning Code Section 207.2, the Project has approximately 600 square feet of common open space in the rear yard, which is more than the 498 square feet required for three dwelling units within an RH-2 Zoning District.

- F. **Dwelling Unit Exposure.** Planning Code Section 140 requires that at least one room within a dwelling unit face a qualifying public right-of-way or open area; and that such exposure-qualifying room have at least 120 square feet of superficial floor area as defined in Section 503 of the Housing Code.

The proposed ADU in the existing auxiliary structure at the rear of the lot is not required to comply with the Planning Code's exposure requirement pursuant to Planning Code Section 207.2.

- G. **Residential Child-Care Impact Fee.** Planning Code Section 414A is applicable to any residential development that results in at least one new residential unit.

While the Project includes the net addition of a dwelling unit authorized as an ADU pursuant to Planning Code Section 207.2, the ADU would be developed through the conversion of existing residential Gross Floor Area as defined in Planning Code Section 102. Accordingly, while the fee applies to the Project, there is no addition of Gross Floor Area in which to assess the fee.

- H. **Eastern Neighborhoods Infrastructure Impact Fee.** Planning Code Section 423 is applicable to any development within the Eastern Neighborhoods Area Plan that results in at least one new residential unit.

While the Project includes the net addition of a dwelling unit authorized as an ADU pursuant to Planning Code Section 207.2, the ADU would be developed through the conversion of existing residential Gross Floor Area as defined in Planning Code Section 102. Accordingly, while the fee applies to the Project, there is no addition of Gross Floor Area in which to assess the fee.

7. **Conditional Use Findings.** Planning Code Section 303 establishes the following criteria for the Planning Commission to consider when reviewing applications for Conditional Use authorization:

- a) The proposed use or feature, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with,

the neighborhood or the community.

- b) Such use or feature as proposed will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements or potential development in the vicinity, with respect to aspects including but not limited to the following:
 - i. The nature of the proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;
 - ii. The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading and of proposed alternatives to off-street parking, including provisions of car-share parking spaces, as defined in Section 166 of the Planning Code.
 - iii. The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;
 - iv. Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs; and
- c) Such use or feature as proposed will comply with the applicable provisions of this Code and will not adversely affect the General Plan; and
- d) Such use or feature as proposed will provide development that is in conformity with the stated purpose of the applicable Use District; and

The Project is necessary and desirable because it will replace an unauthorized unit that was removed through a merger with a new ADU on site. The Project will retain a duplex that is consistent in unit size and building volume with the surrounding development pattern, and the intent of the RH-2 district, while authorizing a third dwelling unit in a detached structure at the rear of the lot. In replacing the unauthorized unit that was merged, the Project will result in the net addition of a legal dwelling unit, which will help to address the City's housing crisis. By maintaining the existing uses, the proposal will not be detrimental to the health, safety, convenience or general welfare. The Project complies with the Planning Code and is consistent with the generally stated intent of, and uses allowed within, the RH-2 Zoning District.

- 8. **Residential Merger Findings.** Planning Code Section 317 establishes criteria for the Planning Commission to consider when reviewing applications to merge unauthorized units. In addition to the criteria of Section 303(c) of the Planning Code, the Commission shall consider the following criteria pursuant to Section 317(g)(2):

- a) Whether removal of the unit(s) would eliminate only owner occupied housing, and if so, for how long the unit(s) proposed to be removed have been owner occupied;

The Project seeks to retroactively authorize the removal-by-merger of an unauthorized unit that took

place in 2020. The unauthorized unit was last occupied by a tenant in 2017 and was vacant at the time of the merger. Currently, the 1st floor unit that was enlarged through the merger is owner-occupied.

- b) Whether removal of the unit(s) and the merger with another is intended for owner occupancy;

The first floor residential flat in which the merged unit was located is intended for owner occupancy.

- c) Whether removal of the unit(s) will remove an affordable housing unit as defined in Planning Code Section 401 or housing subject to the Residential Rent Stabilization and Arbitration Ordinance;

The existing building containing two legal, existing dwelling units and the merged unauthorized unit was constructed prior to 1979 and can be assumed to be subject to both price controls and eviction controls under the Rent Ordinance. The Project would retroactively authorize the merger of the unauthorized unit, while also replacing it through the addition of an ADU that will be subject to the Rent Ordinance. The unauthorized unit whose merger the Project seeks to authorize was not an affordable housing unit as defined in Planning Code Section 401.

- d) If removal of the unit(s) removes an affordable housing unit as defined in Planning Code Section 401 or units subject to the Residential Rent Stabilization and Arbitration Ordinance, whether replacement housing will be provided which is equal or greater in size, number of bedrooms, affordability, and suitability to households with children to the units being removed;

The unauthorized unit whose merger the Project seeks to authorize was approximately 485 square feet and contained one bedroom. The ADU that is proposed to replace the unit will be an approximately 370 square-foot studio.

- e) How recently the unit being removed was occupied by a tenant or tenants;

The unauthorized unit was last occupied in 2017.

- f) Whether the number of bedrooms provided in the merged unit will be equal to or greater than the number of bedrooms in the separate units;

The unauthorized unit that was merged had one bedroom. Unit 2724 has two bedrooms, both before and after the merger. The ADU that would replace the unauthorized unit is a studio unit.

- g) Whether removal of the unit(s) is necessary to correct design or functional deficiencies that cannot be corrected through interior alterations;

Although the unit that was merged was unauthorized, its removal was not required to correct design or functional deficiencies in the building.

- h) The appraised value of the least expensive Residential Unit proposed for merger only when the merger does not involve an Unauthorized Unit;

The Project involves the merger of an unauthorized unit.

9. **General Plan Compliance.** The Project is, on balance, consistent with the following Objectives and Policies of the General Plan:

HOUSING ELEMENT

Objectives and Policies

OBJECTIVE 4.B

EXPAND SMALL AND MID-RISE MULTI-FAMILY HOUSING PRODUCTION TO SERVE OUR WORKFORCE, PRIORITIZING MIDDLE-INCOME HOUSEHOLDS.

Policy 4

Facilitate the legalization of unauthorized dwelling units while improving their safety and habitability.

Policy 31

Facilitate small and mid-rise multi-family buildings that private development can deliver to serve middle-income households without deed restriction, including through adding units in lower density areas or by adding Accessory Dwelling Units (ADUs).

The Project is consistent with the Objectives and Policies of the General Plan because it would replace an unauthorized unit with a new, rent-controlled unit that will be authorized as an ADU on the same lot, albeit in a different location than the unit that was merged. The Housing Element recognizes ADUs as an effective way to provide new units of housing in zoning districts with lower density controls, and calls for the legalization of unauthorized units while also improving their safety and habitability. Although the proposed ADU is smaller than the unit that it would replace, the Project nevertheless will result in the net increase of one legal dwelling unit, replacing the unauthorized unit.

10. **Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project complies with said policies in that:

- a) That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses be enhanced.

The Project Site does not possess any neighborhood-serving retail uses. The Project replaces an unauthorized unit through the addition of a dwelling unit authorized as an ADU, enhancing the nearby retail uses by providing a new resident, who may patron and/or own these businesses.

- b) That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods.

The Project retains two existing dwelling units, in accordance with the density controls of the RH-2 Zoning District, and replaces an unauthorized unit through the addition of an ADU within an existing building. For these reasons, the Project would protect and preserve the cultural and economic diversity of the neighborhood.

- c) That the City's supply of affordable housing be preserved and enhanced,

The subject property does not contain any existing deed-restricted affordable housing units. In replacing the unauthorized unit that was removed with a rent-controlled ADU, the Project will remedy the prior loss of a unit from the City's housing stock.

- d) That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The Project Site is well served by public transportation, being located on the 12 Folsom/Pacific Muni bus line and within walking distance of the 24th Street BART and the 14, 14R, 48, and 49 Muni bus lines.

- e) That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

The subject property does not contain any industrial or service uses, and the Project does not propose commercial office uses.

- f) That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The Project will be designed and constructed to conform to the structural and seismic safety requirements of the Building Code. As such, this Project will improve the property's ability to withstand an earthquake.

- g) That landmarks and historic buildings be preserved.

The Project Site does not contain any landmarks, but it is listed as Category A historic resource for the purposes of review under CEQA. The Project does not include any exterior alteration to the historic resource, and thus would not have an adverse impact on its historic integrity.

- h) That our parks and open space and their access to sunlight and vistas be protected from development.

The Project will not increase the height of the residential building and thus would not impact access to sunlight and vistas at nearby parks and open space.

11. The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would constitute a beneficial development.

12. The Commission hereby finds that approval of the Conditional Use Authorization would promote the health, safety and welfare of the City.

Draft Motion
June 5, 2025

RECORD NO. 2024-011657CUA
2722-2726 Folsom Street

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Authorization Application No. 2024-011657CUA** subject to the following conditions attached hereto as “EXHIBIT A” in general conformance with plans on file, dated May 8, 2025, and stamped “EXHIBIT B”, which is incorporated herein by reference as though fully set forth.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion. The effective date of this Motion shall be the date of this Motion if not appealed (after the 30-day period has expired) OR the date of the decision of the Board of Supervisors if appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

Protest of Fee or Exaction: You may protest any fee or exaction subject to Government Code Section 66000 that is imposed as a condition of approval by following the procedures set forth in Government Code Section 66020. The protest must satisfy the requirements of Government Code Section 66020(a) and must be filed within 90 days of the date of the first approval or conditional approval of the development referencing the challenged fee or exaction. For purposes of Government Code Section 66020, the date of imposition of the fee shall be the date of the earliest discretionary approval by the City of the subject development.

If the City has not previously given Notice of an earlier discretionary approval of the project, the Planning Commission’s adoption of this Motion, Resolution, Discretionary Review Action or the Zoning Administrator’s Variance Decision Letter constitutes the approval or conditional approval of the development and the City hereby gives **NOTICE** that the 90-day protest period under Government Code Section 66020 has begun. If the City has already given Notice that the 90-day approval period has begun for the subject development, then this document does not re-commence the 90-day approval period.

I hereby certify that the Planning Commission **ADOPTED** the foregoing Motion on June 5, 2025.

Jonas P. Ionin
Commission Secretary

AYES:
NAYS:
ABSENT:
RECUSED:
ADOPTED: June 5, 2025

EXHIBIT A

Authorization

This authorization is for a Conditional Use Authorization pursuant to Planning Code Sections 303 and 317 for the merger of an unauthorized dwelling unit with the dwelling unit on the first floor of a three-story two-unit residential building and to convert an existing accessory building at the rear of the lot to a detached Accessory Dwelling Unit (“ADU”) under the State Program (Planning Code Section 207.2) for property located at 2722-2724 Folsom Street, Block 3641 Lot 002, within an RH-2 (Residential House, Two-Family) Zoning District, 40-X Height and Bulk District, Calle 24 Special Use District, Mission Alcoholic Beverage Special Use District, and Priority Equity Geographies Special Use District; in general conformance with plans, dated May 8, 2025 and stamped “EXHIBIT B” included in the docket for Record No. 2024-004742CUA and subject to conditions of approval reviewed and approved by the Commission on June 5, 2025 under Motion No. XXXXXX. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

Recordation of Conditions of Approval

Prior to the Planning approval of the building permit or commencement of use for the Project, the property owner must record a Notice of Special Restrictions prepared by the Planning Department with the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on June 5, 2025 under Motion No. XXXXXX.

Severability

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. “Project Sponsor” shall include any subsequent responsible party.

Changes and Modifications

Changes to the approved plans may be approved administratively by the Zoning Administrator. Significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.

CONDITIONS OF APPROVAL, COMPLIANCE, MONITORING, AND REPORTING

Performance

1. **Validity.** The authorization and right vested by virtue of this action is valid for three (3) years from the effective date of the Motion. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

2. **Expiration and Renewal.** Should a Building or Site Permit be sought after the three (3) year period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

3. **Diligent Pursuit.** Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since issuance of the Building Permit.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

4. **Extension.** All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

5. **Conformity with Current Law.** No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

Design – Compliance at Plan Stage

6. **Final Materials.** The Project Sponsor shall continue to work with Planning Department on the building design. Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. Any architectural addenda shall be reviewed and approved by the Planning Department prior to issuance.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7396, www.sfplanning.org

7. **Garbage, Composting and Recycling Storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7396, www.sfplanning.org

Provisions

8. **ADU Subject to the Rent Ordinance.** Consistent with the obligations approved in connection with Board of Supervisors Ordinance No. 291-24, within thirty (30) days of the approval of this Conditional Use Authorization, the property owner must record a Notice of Special Restrictions for the subject property stating the obligation to construct the ADU and that such ADU may be rented and is subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code) including rent increase limitations in Section 37.3 of the Rent Ordinance.
9. **Residential Child Care Impact Fee.** The Project is subject to the Residential Child Care Fee, as applicable, pursuant to Planning Code Section 414A.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7396, www.sfplanning.org

10. **Eastern Neighborhoods Infrastructure Impact Fee.** The Project is subject to the Eastern Neighborhoods Infrastructure Impact Fee, as applicable, pursuant to Planning Code Section 423.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7396, www.sfplanning.org

Monitoring - After Entitlement

11. **Enforcement.** Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

12. **Monitoring.** The Project requires monitoring of the conditions of approval in this Motion. The Project Sponsor or the subsequent responsible parties for the Project shall pay fees as established under Planning Code Section 350 and work with the Planning Department for information about compliance.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

13. **Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

14. **Community Liaison.** Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator and all registered neighborhood groups for the area with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator and registered neighborhood groups shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

Exhibit F



San Francisco
Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

LETTER OF DETERMINATION

May 28, 2026

Michael Turon
2722 Folsom Street
San Francisco, CA 94110

Record No.: 2025-006337ZAD
Site Address: 2722-2724 Folsom Street
Assessor's Block/Lot: 3641/002
Zoning District: RH-2 – Residential-House, Two Family
Mission Alcohol Restrict
Calle 24 SUD
Fringe Financial Services RUD
Priority Equity Geographies SUD
Staff Contact: Corey A. Teague, AICP - 628-652-7328 or corey.teague@sfgov.org

Dear Michael Turon:

This letter is in response to your request for a Letter of Determination pursuant to Planning Code § 307(a) and the December 30, 2024, settlement of the lawsuit filed on October 1, 2021, in the United States District Court, Northern District of California, Case No. 21-cv-07724 (“Settlement”), regarding the property at 2722-2724 Folsom Street. By way of background, the District Court dismissed most of the claims in the lawsuit in February 2023 and found that a conditional use authorization (“CUA”) was required to merge the unauthorized dwelling unit (“UDU”) with the legal unit at the subject property. Subsequently, you and the City reached an agreement to settle the lawsuit. In December 2024, the San Francisco Board of Supervisors (“Board”) adopted Ordinance No. 291-24, which authorized the Settlement on the terms and obligations set forth in the parties’ Settlement Agreement. The District Court subsequently reserved jurisdiction to enforce the terms and obligations of the Settlement.

Your request is divided into seven sections, but only Section 2 provides “Questions for Determinations.” These questions are included below, each followed by a separate determination.

Question 1. Bundling a Ministerial ADU into a Discretionary CUA. May the City lawfully include a State-law ADU – required by Gov. Code Sections 66310-66342 to be processed ministerially – inside a discretionary CUA granted solely for a dwelling unit merger under Settlement Article 4.1 and Planning Code Sections 303 and 317?

Michael Turon
2722 Folsom Street
San Francisco, CA 94110

May 28, 2026
Letter of Determination
2722 Folsom Street

Determination: Yes. Authority for CUAs is derived from the San Francisco Charter and Planning Code, rather than state law, and the CUA issued here was consistent with the terms of the Settlement.

San Francisco Charter Section 4.105 includes a subsection titled “CONDITIONAL USE” that states that the “The [Planning] Commission shall have the power to hear and decide conditional use applications. An appeal may be taken to the Board of Supervisors from a decision of the Commission to grant or deny a conditional use application. The Board of Supervisors may disapprove the decision of the Commission by a vote of not less than two-thirds of the members of the Board.”

Planning Code Section 303 provides the required procedures and findings for CUAs. More specifically, Section 303(d) is titled “Conditions” and states, in part, “when authorizing a Conditional Use as provided herein, the Planning Commission, or the Board of Supervisors on appeal, shall prescribe such additional conditions, beyond those specified in this Code, as are in its opinion necessary to secure the objectives of the Code. Once any portion of the Conditional Use authorization is utilized, all such conditions pertaining to such authorization shall become immediately operative. The violation of any condition so imposed shall constitute a violation of this Code and may constitute grounds for revocation of the Conditional Use authorization.”

Here, application for the CUA is also governed by the Board-approved Settlement. The Settlement requires a CUA pursuant to Planning Code Sections 303 and 317 for merger of the UDU and construction of an accessory dwelling unit (“ADU”) in the existing rear-yard structure. As specifically set forth in Board of Supervisors Ordinance No. 291-24, the Settlement requires you to “pursue a conditional use authorization to remove an unauthorized dwelling unit by merger and construct a detached accessory dwelling unit in an existing rear-yard structure at the subject property.”

To this end, the Settlement includes specific provisions requiring you to file, and the Planning Commission to consider pursuant to its discretionary authority under the Charter and Planning Code, an application for a CUA that includes the proposed ADU. For example, Section 4.1 of the Settlement states that “Within fifteen (15) days of the EFFECTIVE DATE, OWNERS shall file an application for a condition[al] use authorization pursuant to Planning Code Sections 303 and 317, and plans that show the condition of the structures on the PROPERTY (i) prior to the 2018 fire including, without limitation, the number, size and location of all dwelling units and unauthorized dwelling units on the PROPERTY (consistent with the stamped approved first floor plan at sheet A-4 of BPA No. 201712186772); (ii) the as-built conditions; and (iii) the proposed conditions of the structures on the PROPERTY, *including the proposed ADU*, labeling all rooms on all floors of all buildings.” If the Planning Commission approves the CUA (as it did here), Section 4.1.2 of the Settlement requires that the “ADU shall comply with all conditions of approval set forth in the conditional use authorization.”

Thus, the parties agreed to, and by Ordinance No. 291-24 the Board approved, a Settlement that required a CUA that included the ADU. Indeed, your Project Application (PRJ) included the ADU, and the supplemental CUA application repeatedly and explicitly relied on the ADU as support for numerous findings that the Planning Commission was required to make in order to approve the CUA. For example, your application relied on the project’s ADU and the resulting “no net loss” of housing to contend that your “project is necessary or desirable for the neighborhood.” (Planning Code, § 303(c)(1).) Your application also cited the

Michael Turon
2722 Folsom Street
San Francisco, CA 94110

May 28, 2026
Letter of Determination
2722 Folsom Street

new code-compliant dwelling and an ADU subject to rent-stabilization rules to support the required finding that your proposal conserves and protects existing housing and neighborhood character and preserves the City's affordable housing supply. (Planning Code, § 101.1(b)(2)–(3).)

On June 5, 2025, the Planning Commission considered and approved your proposed CUA (2024-011657CUA) at a regularly scheduled Planning Commission hearing per Motion No. 21747. In considering the proposal, the Planning Commission used their authority per Planning Code Section 303(d) to approve the UDU removal, subject to various conditions. Condition No. 8 relates to the conversion of the existing accessory building at the rear of the lot to a detached ADU and requires a Notice of Special Restriction (NSR) be recorded within 30 days of the CUA approval to document that the ADU is subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code) including rent increase limitations in Section 37.3 of the Rent Ordinance.

Motion No. 21747, including Condition No. 8, was appropriately adopted in reliance upon the San Francisco Charter and Planning Code Section 303(d) and reflects the obligations agreed to in Section 4.1.2 of the Settlement, as legislatively approved by the Board of Supervisors in Ordinance No. 291-24. To be clear, the Planning Commission did not adopt a condition of approval for a project that only included the creation of a State ADU but instead adopted conditions of approval for the removal of the UDU. Alternatively, the Planning Commission had the authority to deny the CUA and require the UDU to be legalized within the primary building.

Question 2. Imposing a Rent Control Covenant on the ADU. May the City condition issuance of any ADU permit on recording an NSR that the ADU is “subject to rent-increase caps in Rent Ordinance Section 37.3,” in light of: a) Civil Code Section 1954.53(d)(2) (Costa-Hawkins ban on compelled waivers); b) Government Code Section 66314(d)(1) (only objective ADU restrictions allowed); and c) Settlement severability clause (Article 19)?

Determination: Yes. The City's authority to impose conditions on the subject CUA is addressed in Question 1 above. To reiterate, CUA Condition No. 8 requiring an NSR disclosing application of Section 37.3 of the Rent Ordinance to the proposed ADU is a condition imposed on the removal of the UDU, consistent with the Charter and Planning Code authority discussed above, as well as the parties' Settlement approved by the Board in Ordinance No. 291-24.

Specifically, in Section 4.1.2 of the Settlement, you agreed: “The ADU shall comply with all conditions of approval set forth in the conditional use authorization and be subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code, “Rent Ordinance”) including rent increase limitations in Section 37.3 of the Rent Ordinance.” CUA Condition No. 8 reflects the language you agreed to in Section 4.1.2 of the Settlement, requiring notice that the “ADU ... is subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code) including rent increase limitations in Section 37.3 of the Rent Ordinance.”

Requiring disclosure of an obligation on your project that you agreed to as part of the Settlement is within the Planning Commission's discretionary authority when considering a CUA.

Michael Turon
2722 Folsom Street
San Francisco, CA 94110

May 28, 2026
Letter of Determination
2722 Folsom Street

Question 3. Reinstatement of Building Permit No. 202501067778. Must that cancelled permit be reinstated and closed out as the administrative vehicle that documents the approved removal-by-merger, consistent with Settlement Sections 4.1 and 5.1 and Ordinance No. 291-24, ... and to ensure the residential unit count is reflected in the property's complete permit history and future 3R reports?

Determination: This request inquires about treatment of a cancelled building permit application, which is more appropriately directed to the Department of Building Inspection (DBI). For this particular property and building permit application, however, I am aware that on January 15, 2025, DBI notified you that this application was rejected and the application could not be "reused." DBI later notified you that rather than a file new permit application for removal of the UDU, you must file a revision to permit application number 201807063908, which the Settlement refers to as the "Garage Permit." DBI's determination and direction is consistent with the Settlement.

The Settlement does not require or envision a new building permit application to document removal of the UDU. Rather, Section 4.4 of the Settlement requires the owners to "revise Building Permit Application No. 201807063908 ... to include updated plans that accurately document the work that has occurred in the area subject to [the permit] to date and proposed work, including the original and proposed completed floorplans." The original floor plans for Building Permit Application No. 201807063908 must show the building prior to removal of the UDU, and the proposed completed floorplans must show the UDU removed, meaning this permit will serve as the UDU removal permit. Pursuant to the requirements of the Settlement, after DBI issues the building permit for the ADU, the Planning Department will submit its approval of Building Permit Application No. 201807063908 and the Zoning Administrator will submit a written request that DBI release the suspension of Building Permit Application No. 202006118414 and No. 202010055941. Upon such request, DBI will promptly release the suspension. Until such time, Section 4.1.4 of the Settlement prohibits further construction work at the property with the exception of work under two specific permits not relevant to this determination.

Request to Modify Conditions

Beyond the scope of the specific requests for determination in Section 2 of your request, you include other information and references, and seek guidance on "Required NSR Corrections" (Section 5). More specifically, you request 1) to have the State ADU reference removed from the NSR documenting the conditions of approval of Planning Commission Motion No. 21747, 2) delete construction-oriented conditions, and 3) remove condition No. 8 or replace it with alternative language provided in your request.

The Zoning Administrator is not authorized by the Planning Code to approve requests to alter the language of the conditions to be included in the NSR required by Planning Commission Motion No. 21747. As discussed above, those conditions were adopted by the Planning Commission per Planning Code Section 303(d) and consistent with the terms of the Settlement approved by the Board. Per Planning Code Section 303(e), and as stated in Motion No. 21747, any modifications of the conditions shall require a new CUA from the Planning Commission. Moreover, any modifications of the conditions that would be inconsistent with the Settlement approved by the Board of Supervisors would require review and approval by that body.

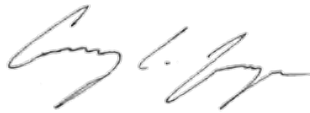
Michael Turon
2722 Folsom Street
San Francisco, CA 94110

May 28, 2026
Letter of Determination
2722 Folsom Street

Please note that a Letter of Determination is a determination regarding the classification of uses and interpretation and applicability of the provisions of the Planning Code. This Letter of Determination is not a permit to commence any work or change occupancy. Permits from appropriate Departments must be secured before work is started or occupancy is changed.

APPEAL: An appeal may be filed with the Board of Appeals within 15 days of the date of this letter if you believe this determination represents an error in interpretation of the Planning Code or abuse in discretion by the Zoning Administrator. Please contact the Board of Appeals in person at 49 South Van Ness Ave, Suite 1475, call (628) 652-1150, or visit sfgov.org/bdappeal.

Sincerely,



Corey A. Teague, AICP
Zoning Administrator

cc: Samuel Ray, Colla & Ray LLP
Neighborhood Groups
Vincent Page, Planner
Brian Crossman, Deputy City Attorney

Exhibit G

From: [Crossman, Brian \(CAT\)](#)
To: ["Katherine Alberts"](#)
Subject: FW: FW: CUA Final Motion and Notice of Special Restrictions For 2722-2726 Folsom Street - 2024-011657CUA
Date: Tuesday, June 24, 2025 5:34:13 PM

Hi Katie,

Please see the correspondence below from Michael. It appears he is still confused about the Planning Commission's discretion with regards to the CUA and the need to record the conditions of approval. As you and I have discussed numerous times, the settlement agreement does not (and could not, as a matter of law) bind the Planning Commission's discretion on the CUA. If Michael still has questions regarding the CUA or Notices of Special Restrictions, please raise them with me directly. This kind of correspondence between our clients is not productive. I'm available to discuss anytime this week, but please note that I will be out of the office and unavailable from July 3 through July 18. Therefore, it would be best if we could resolve any outstanding issues and get the NSRs recorded before I leave.

I have still not received dismissal of the lawsuit, which was due 10 days after the Planning Commission's June 5th approval. Has the dismissal been filed?

Thanks,

Brian

PRIVILEGED & CONFIDENTIAL
SETTLEMENT COMMUNICATION
ATTORNEY WORK PRODUCT

Brian F. Crossman
 Deputy City Attorney
 Office of City Attorney David Chiu
 (415) 554-4690 Direct
www.sfcityattorney.org

From: Michael Turon

Sent: Tuesday, June 24, 2025 4:59 PM

To: Page, Vincent (CPC)

Cc: Nick Colla ; ASR - Standards Team ; Green, Mary (CPC) ; Teague, Corey (CPC) ; Crossman, Brian (CAT) ; Fossi, Natalia (CPC) ; Hillis, Rich (CPC)

Subject: Re: FW: CUA Final Motion and Notice of Special Restrictions For 2722-2726 Folsom Street - 2024-011657CUA

Vincent,

Thank you for your June 24 e-mail below. Before I act, I need to confirm whether the City's **official position** is that *two* separate Notices of Special Restrictions (NSRs) must be recorded on Block 3641 Lot 002 and that this latest correspondence is the City's official response to the Notice provided on June 14 under Art. 20?

1. Controlling law

- **Ordinance 291-24** (Dec 2024) adopts the federal Settlement verbatim.
- **Settlement § 4.3** calls for *one* NSR "**in substantially the form attached as Exhibit D.**"
- **Gov. Code § 65869.5** bars local agencies from imposing new land-use conditions that "materially alter" an existing agreement approved by ordinance.
- ***Trancas v. City of Malibu*, 138 Cal.App.4th 172 (2006)** applies § 65869.5 to prohibit additional covenants created by a later permit.

- **Citizens for Covenant Compliance v. Anderson, 12 Cal.4th 345 (1995)** holds that overlapping covenants can bind an owner by acquiescence if recorded without protest.

2. Risks if the “CUA NSR” is also recorded

Issue	Result
Future units	Clause “no additional units shall be created without new CUA” could block future land development rights.
Extra fees / monitoring	Conditions 9-12 impose EN, Child-Care, and annual monitoring fees that the Settlement never required.
Revocation power	Condition 13 allows the Commission to revoke the CUA—contrary to the Settlement’s 45-day cure period.
Title ambiguity	Two inconsistent covenants in the chain of title will trigger lender “red flags,” delay escrow, and reduce appraised value.

3. Path I am prepared to follow

1. **Per Art. 4.3, Record only the Exhibit D NSR only** (with the Stipulated Injunction attached as an Exhibit B) after the ADU is issued a BPA for reference.
2. If Planning **insists** on a second NSR, I will serve an **Article 9 breach notice** giving the City 45 days to cure by withdrawing the demand.
3. Absent cure, I will seek enforcement of the federal judgment in the Northern District of California and request fees under Settlement Art. 11.

4. Request for confirmation

Please state by **5 p.m. on 26 June 2025** whether:

- The City will accept the single Exhibit D-form NSR as satisfying Settlement § 4.3; **or**
- The City will continue to require the additional “CUA NSR” tied to Motion 21747.

Clarity now will help us avoid unnecessary proceedings and delays.

I remain ready to meet with staff at your convenience.

Best,

Michael Turon

Pro Se

NOTE: Re-adding Rich Hillis back to this tread

On Tue, Jun 24, 2025 at 2:42 PM Page, Vincent (CPC) <vincent.w.page.ii@sfgov.org> wrote:

Hi Michael,

The NSR Mary sent you is to effectuate the Planning Commission’s approval of the CUA; this is a standard part of the CUA process and is a requirement of the authorization. Please see “Exhibit A” in Motion No. 21747, which states on p. 10 under “Recordation of Conditions of Approval” that:

Prior to the Planning approval of the building permit or commencement of use for the Project, the property owner must record a Notice of Special Restrictions prepared by the Planning Department with the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on

June 5, 2025 under Motion No. 21747.

The CUA NSR is separate from the NSR for the Settlement Agreement. We have updated the Settlement Agreement NSR to include the relevant Planning Record Number; please see attached. Thank you,

Vincent

Vincent W. Page II, Planner [he/him]
District 6/Code Enforcement, Current Planning Division
 San Francisco Planning Department
 49 South Van Ness Avenue, Suite 1400
 San Francisco, CA 94103
 Direct: 628.652.7396 | www.sfplanning.org
[San Francisco Property Information Map](#)

From: Michael Turon <turon@cantab.net>

Sent: Friday, June 13, 2025 5:22 PM

To: Green, Mary (CPC) <mary.j.green@sfgov.org>

Cc: Page, Vincent (CPC) <vincent.w.page.ii@sfgov.org>; Nick Colla <nick@collaray.com>; ASR - Standards Team <asrrec_rp.standardsteam@sfgov.org>; Feliciano, Josephine (CPC) <josephine.feliciano@sfgov.org>; Son, Chanbory (CPC) <chanbory.son@sfgov.org>; San, William (CPC) <william.san@sfgov.org>; Teague, Corey (CPC) <corey.teague@sfgov.org>; Hillis, Rich (CPC) <rich.hillis@sfgov.org>

Subject: Re: FW: CUA Final Motion and Notice of Special Restrictions For 2722-2726 Folsom Street - 2024-011657CUA

Dear Mary,

Thank you for preparing the draft Notice of Special Restrictions (NSR).

Because this matter is governed by the *Turon Settlement Agreement* (attached)—adopted verbatim by **Ordinance 291-24** (attached)—the recorded NSR must be **“in substantially the form attached as Exhibit D”** (Settlement § 4.3). The draft the Department sent differs in several material respects:

Settlement/Ord. 291-24 (binding)	Draft NSR (proposed)
(i) Cites stipulated injunction (attached) & liquidated-damages schedule (§ VII)	No reference
(ii) Limits covenants strictly to ADU construction & three-unit cap (2 legal units + 1 ADU)	Adds open-ended language (“no additional units shall be created without new CUA”) and forbids future SB-9/ADU rights

Recording an NSR that expands the Settlement’s obligations would:

- **Contradict Ord. 291-24 § 3**, which directs Planning and DBI to “take all actions reasonably necessary” to implement the Agreement—no more, no less.
- Expose the City to a motion to enforce judgment under *Kokkonen v. Guardian* and breach-of-contract claims under Settlement Art. 9.
- Cloud title and impair financing, contrary to the parties’ intent to “lift the suspension ... and close enforcement actions” (Ord. 291-24, Recital).

Proposed Path

I am ready to record the Exhibit D NSR (attached - See Settlement, Ex. D, pp. 51-54) within the 30-day window.

Please confirm that Planning has **no objection** to using that Settlement-form NSR. If the Department believes different language is legally required, kindly specify the exact clause and the statutory basis so that we can resolve it promptly and avoid returning to the Commission or court.

Thank you for your attention, and please let me know by June 27 so we can complete recordation on schedule.

Best,

Michael Turon
(415) 938-7844

On Fri, Jun 13, 2025 at 4:05 PM Green, Mary (CPC) <mary.j.green@sfgov.org> wrote:

Hi Michael,

To my understanding, when sending out the Final motion and NSR I am to send PDF copies only. Vincent is out today, but will be back in the office next week. I will let him know about your request and will proceed accordingly.

Thank you.

~Best

Mary Jane Green

Intake Team/Current Planning Division

San Francisco Planning

49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103

Direct: 628.652.7399 | sfplanning.org

[San Francisco Property Information Map](#)

From: Michael Turon <turon@cantab.net>

Sent: Friday, June 13, 2025 3:45 PM

To: Green, Mary (CPC) <mary.j.green@sfgov.org>

Cc: ASR - Standards Team <asrrec_rp.standardsteam@sfgov.org>; Feliciano, Josephine (CPC) <josephine.feliciano@sfgov.org>; Son, Chanbory (CPC) <chanbory.son@sfgov.org>; Page, Vincent (CPC) <vincent.w.page.ii@sfgov.org>; San, William (CPC) <william.san@sfgov.org>; Nick Colla <nick@collaray.com>

Subject: Re: CUA Final Motion and Notice of Special Restrictions For 2722-2726 Folsom Street - 2024-011657CUA

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

+Nick Colla

Mary,

Can you please send over a word copy of the NSR for review and proposed redline to ensure consistency with Ordinance 291-24 and the Settlement Agreement?

Best,

Michael

On Fri, Jun 13, 2025 at 3:16 PM Green, Mary (CPC) <mary.j.green@sfgov.org> wrote:

Good Afternoon,

Please find the link below to **Motion No. 21747**, with the attached corresponding Notice of Special Restrictions (NSR), and the Recordation Instructions for **2722-2726 Folsom Street, Record Number 2024-011657CUA**. Thank you.

[M-21747.pdf](#)

Please review for any errors before recording the NSR at the SF Recorder's Office.

~Best

Mary Jane Green

Intake Team/Current Planning Division

San Francisco Planning

49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103

Direct: 628.652.7399 | sfplanning.org

[San Francisco Property Information Map](#)

Exhibit H

1 DAVID CHIU, State Bar #189542
City Attorney
2 BRIAN F. CROSSMAN, State Bar #241703
KRISTEN A. JENSEN, State Bar #130196
3 Deputy City Attorneys
1 Dr. Carlton B. Goodlett Place
4 City Hall, Room 234
San Francisco, California 94102
5 Telephone: (415) 554-4700
Facsimile: (415) 554-4757
6 E-Mail: brian.crossman@sfcityatty.org
kristen.jensen@sfcityatty.org
7
8

Attorneys for Defendants and Respondents
9 CITY AND COUNTY OF SAN FRANCISCO,
SAN FRANCISCO PLANNING DEPARTMENT,
10 SAN FRANCISCO BOARD OF APPEALS,
SAN FRANCISCO ZONING ADMINISTRATOR
11
12
13

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

16 MICHAEL J. TURON,

17 Plaintiff and Petitioner,

18 vs.

19 CITY AND COUNTY OF SAN
20 FRANCISCO, SAN FRANCISCO
PLANNING DEPARTMENT, SAN
21 FRANCISCO BOARD OF APPEALS, SAN
FRANCISCO ZONING ADMINISTRATOR,
22 and DOES 1-10,

23 Defendants and Respondents.
24
25
26
27
28

Case No. 21-cv-07724 TLT

**DECLARATION OF VINCENT W. PAGE II IN
SUPPORT OF CITY AND COUNTY OF SAN
FRANCISCO'S MOTION TO ENFORCE
SETTLEMENT AGREEMENT**

Hearing Date: February 3, 2026
Time: 2:00 p.m.
Judge: Hon. Trina L. Thompson
Place: Courtroom 09

DECLARATION OF VINCENT W. PAGE II

I, Vincent W. Page II, declare as follows:

1. I have personal knowledge of the matters stated herein, and if called to testify, I can and will testify competently as to all matters set forth herein.

2. I am a Planner with the Current Planning Division of the San Francisco Planning Department. I have worked for the Planning Department for six years and hold a bachelor's degree in urban studies and planning from the University of California, San Diego.

3. I am the Planner assigned on behalf of the Planning Department to the proposed conditional use authorization for 2722-2726 Folsom Street (Block No. 3641, Lot No. 002), 2024-011657CUA (the "Project"). As the assigned Planner for this Project, I reviewed the application, corresponded with the applicant regarding information requests necessary to complete the application and prepare the application materials for consideration by the San Francisco Planning Commission, prepared the staff report and packet for the Planning Commission, and presented the Project at a public hearing before the Planning Commission on June 5, 2025.

4. The final and complete CUA application received from the applicant proposed to remove an unauthorized dwelling unit ("UDU") from the primary structure by margining it with an adjacent lawful dwelling unit and construct an Accessory Dwelling Unit ("ADU") in an existing rear-yard structure. This Project scope was evident on the face of the application, including the "before" and "after" unit count for the Project site, plan drawings showing both the removal of the UDU (through removal of the second kitchen and merger with the lawful existing unit on the first floor) and the addition of the ADU in the rear-yard structure. The Project application stated that the ADU would be subject to rent control.

5. I did not alter the Project application in any way. I was the primary Planner for this application and am not aware of anyone at the Planning Department making any alterations to the application.

6. In preparing the packet for the Planning Commission, I included in the packet all correspondence, including correspondence from the applicant, that the Planning Department received prior to its publication deadline for the Commission packet. After the publication deadline, the

1 applicant submitted additional materials, which the applicant provided to the Commissioners directly,
2 separate from their published packets. The Planning Department Commission Secretary is the
3 Custodian of Records. Consistent with the Planning Department's standard procedures, the additional
4 post-publication materials were saved to the case file for Record No. 2024-011657CUA and are
5 available to the public at 49 South Van Ness Avenue, Suite 1400, San Francisco, California.

6 7. Section 308.1 of the San Francisco Planning Code authorizes an appeal to the Board of
7 Supervisors of the Planning Commission's decision regarding a conditional use authorization. Here,
8 no person or party appealed the Project CUA in accordance with section 308.1.

9 8. Conditional use authorizations do not authorize any construction, rather they authorize
10 a use under the Planning Code, for which the applicant must obtain a separate building permit before
11 commencing any necessary construction. The Project's conditional use authorization includes a
12 condition requiring that prior to approval of a building permit, the property owner must first record a
13 Notice of Special Restrictions prepared by the Planning Department that states the Project is subject to
14 the conditions of approval set forth in the conditional use authorization. This is a standard condition
15 included in all of the City's conditional use authorizations.

16
17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct and that this declaration was executed this 24th day of October, 2025, in San
19 Francisco, California.

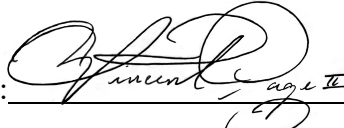
20
21 By: 
22 VINCENT W. PAGE II
23 Planner, Current Planning Division
24 San Francisco Planning Department
25
26
27
28

Exhibit I

1 Samuel Ray (SBN 308921)
Colla & Ray LLP
2 250 Columbus Avenue, Suite 200
San Francisco, CA 94133
3 (415) 579-1414
sam@collaray.com
4 **Attorneys for Plaintiff**
Michael J. Turon

5
6 UNITED STATES DISTRICT COURT
7 NORTHERN DISTRICT OF CALIFORNIA

8 MICHAEL J. TURON,

9 Plaintiff and Petitioner,

10 vs.

11 CITY AND COUNTY OF SAN
12 FRANCISCO, SAN FRANCISCO
PLANNING DEPARTMENT, SAN
13 FRANCISCO BOARD OF APPEALS, SAN
FRANCISCO ZONING ADMINISTRATOR
14 and DOES 1-10,

15 Defendants and Respondents.

Case No.: 3:21-CV-07724-TLT

**DECLARATION OF SAMUEL RAY IN
SUPPORT OF PLAINTIFF'S SUR-
REPLY**

16 I, Samuel Ray, declare as follows:

17 1. I am an attorney duly licensed to practice law before all courts in the State of
18 California and I am a partner in the law firm of Colla & Ray LLP, attorneys of record for Plaintiff
19 Michael J. Turon ("Plaintiff"), in the above referenced matter.

20 2. I have personal knowledge of the facts contained herein, and, if called to testify I
21 could and would competently do so.

22 3. On July 16, 2025, I sent a letter to San Francisco Planning Department Zoning
23 Administrator ("ZA") Corey Teague, following up on my Client's July 8, 2025 request for a Letter
24 of Determination ("LOD") regarding his property located at 2722-2724 Folsom Street in San
25

1 Francisco. In my letter, I renewed my Client's previous LOD request and restated the questions
2 which he had requested that the ZA Teague address in the LOD. Deputy City Attorney Brian
3 Crossman, and other relevant City officials were included on this correspondence. A true and
4 correct copy of my July 16, 2025 letter with exhibits omitted for brevity is attached hereto as
5 **Exhibit A.**

6 4. On August 1, 2025, I sent another follow up letter to ZA Teague regarding the
7 previous LOD requests. In this letter, I restated the request for an LOD. I also requested that my
8 Client be able to proceed with the recording of the Notice of Special Restrictions ("NSR") attached
9 as Exhibit D to the relevant settlement agreement at issue in this case ("Settlement Agreement").
10 Again, Deputy City Attorney Brian Crossman, and other relevant City officials were included on
11 this correspondence. A true and correct copy of my August 1, 2025 letter with exhibits omitted for
12 brevity is attached hereto as **Exhibit B.**

13 5. On August 29, 2025, I sent another letter to ZA Teague to follow up about the
14 outstanding LOD request. In this correspondence, I again renewed the previous LOD requests.
15 Deputy City Attorney Brian Crossman, and other relevant City officials were included on this
16 correspondence. A true and correct copy of my August 29, 2025 letter with exhibits omitted for
17 brevity is attached hereto as **Exhibit C.**

18 6. On July 11, 2025 and July 25, 2025, I sent a letter to the San Francisco City
19 Attorney's Office requesting that all Deputy City Attorneys involved in the City's litigation recuse
20 themselves from further interference with Plaintiff's permitting process for his Property. In these
21 letters, I specifically referred to *Nightlife Partners, Ltd. v. City of Beverly Hills (2003) 108 Cal.*
22 *App. 4th 81, 94*, which stands for the proposition that a government litigation attorney should not
23 later involve themselves in the neutral decision-making process for permitting related to that
24 litigation. As stated in my letters, there was an perceived bias, and perhaps an actual bias, caused
25

1 by litigation counsel from the City Attorney's Office interjecting themselves into Plaintiff's
2 conditional use process, which included directly advising the Planning Commission prior to
3 Plaintiff's Planning Commission hearing. A true and correct copies of my July 11, 2025 and July
4 25, 2025 letters attached hereto as **Exhibit D (collectively)**.

5 7. On October 20, 2025, I submitted a public records request under the California
6 Public Records Act and the San Francisco Sunshine Ordinance requesting certain records,
7 including records related to Plaintiff's conditional use application and permit submittals to the San
8 Francisco Planning Department related to his Property. This included a request for all audit logs
9 from the San Francisco Planning Department Accela Civic Platform. It is my understanding that
10 the Accela Civic Platform is a cloud-based technology platform on which the San Francisco
11 Planning Department maintained records, including submittals from members of the public, as
12 well as Planning Department staff's edits thereto. It is my understanding that the request audit logs
13 contain historical records related to each action performed in the Accela Civic Platform, including
14 all additions, updates, and deletions, and the identity of the user who performed the action. A true
15 and correct copy of my October 20, 2025 Public Records act Request is attached hereto as **Exhibit**
16 **E.**

17
18 8. On October 30, 2025, the San Francisco Planning Department provided the
19 requested audit logs from the Accela Civic Platform, including records related to my Client's
20 conditional use submittals for his Property.

21 9. I reviewed the records provided, including the records related to my Client's
22 Prohct Application ("PRJ") for his conditional use authorization and his Property. This PRJ is
23 identified by the number 2024-011657PRJ. In my review of the audit logs, I observed that Planning
24 Vincent Page II altered my Client's PRJ on a number of occasions, including on April 15, 2025,
25 when he materially changed the language of the PRJ to include reference to my Client's proposed

1 State Accessory Dwelling Unit contemplated in the Settlement Agreement. A True and correct
2 copy of the relevant portion of the audit logs are attached hereto as **Exhibit F**. The content of the
3 document is its original form, except for the added highlights, which are my own. The yellow
4 highlighting emphasizes the language included in my Client's original PRJ filing. The green
5 highlighting emphasizes the changes in the language made by Vincent Page II on April 15, 2025.
6 The final column in the logs reflect the identity of the user making the changes. The audit logs
7 reflect that the April 15, 2025 changes were made by Vincent Page II.

8 10. On November 13, 2025, I sent a letter to Deputy City Attorney Crossman, which
9 contained a draft NSR that was in substantially the same form as the Exhibit D NSR. In this letter,
10 I stated that despite the City's recalcitrance regarding the NSR issue, my Client intended to file the
11 draft NSR. I invited Deputy City Crossman to meet and confer about this issue. I also attached a
12 chart laying out the differences between the problematic NSR that the City was trying to force
13 Plaintiff to record, and the Exhibit D NSR, which had been agreed upon. A true and correct copy
14 of my November 13, 2025 letter with the draft NSR included is attached hereto as **Exhibit G**.

15 11. On November 18, 2025, I sent a letter to Deputy City Crossman stating that Plaintiff
16 had recorded the draft NSR proposed in my previous November 13, 2025 correspondence. I
17 attached a recorded copy of the NSR, which is in substantially the same form as the Exhibit D
18 NSR to this letter. A true and correct copy of my November 18, 2025 letter is attached hereto as
19 **Exhibit H**, with the recorded NSR included.

20
21 I declare under penalty of perjury under the laws of the State of California and United
22 States of America that the foregoing is true and correct.

23
24 Dated: December 11, 2025

/s/Samuel Ray

Samuel Ray
COLLA & RAY LLP
Attorneys for Plaintiff

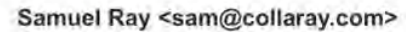
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Exhibit F

2025-006337ZAD Audit Log.csv

Audit Subtype	Alternate ID	Relationship	Log Action	Log Time	Field	Value	Product	Operator
Record	2024-011657PRJ		Updated	5/21/25 16:42	Detailed Description	The project proposal ("Project") is for a Conditional Use Authorization for the merger of an unauthorized dwelling unit with the dwelling unit on the first floor of a three-story two-unit residential building and to convert an existing accessory building at the rear of the lot to a detached Accessory Dwelling Unit ("ADU") under the State Program.	AV360	Vincent Page II
Record	2024-011657PRJ		Updated	5/21/25 16:21	Detailed Description	The project proposal ("Project") is for a Conditional Use Authorization for the merger of an unauthorized dwelling unit with the dwelling unit on the first floor of a three-story two-family residential building and to convert an existing accessory building at the rear of the lot to a detached Accessory Dwelling Unit ("ADU") under the State Program.	AV360	Vincent Page II
Record	2024-011657PRJ		Updated	5/21/25 16:18	Detailed Description	The project proposal ("Project") is for a Conditional Use Authorization pursuant to Planning Code Sections 303 and 317 for the merger of an unauthorized dwelling unit with the dwelling unit on the first floor of a three-story two-family residential building and to convert an existing accessory building at the rear of the lot to a detached Accessory Dwelling Unit ("ADU") under the State Program (Planning Code Section 207.2) for property located within an RH-2 (Residential House, Two-Family) Zoning District, 40-X Height and Bulk District, Calle 24 Special Use District, Mission Alcoholic Beverage Special Use District, and Priority Equity Geographies Special Use District.	AV360	Vincent Page II
Record	2024-011657PRJ		Updated	5/8/25 12:03	Detailed Description	The project proposal ("Project") is for a Conditional Use Authorization pursuant to Planning Code Sections 303 and 317 to legalize the merger of an unauthorized dwelling unit with the dwelling unit on the first floor of a three-story two-family residential building and to convert an existing accessory building at the rear of the lot to a detached Accessory Dwelling Unit ("ADU") under the State Program (Planning Code Section 207.2) for property located within an RH-2 (Residential House, Two-Family) Zoning District, 40-X Height and Bulk District, Calle 24 Special Use District, Mission Alcoholic Beverage Special Use District, and Priority Equity Geographies Special Use District.	AV360	Vincent Page II
Record	2024-011657PRJ		Updated	5/5/25 15:05	Detailed Description	The project proposal ("Project") is for a Conditional Use Authorization pursuant to Planning Code Sections 303 and 317 to legalize the merger of an unauthorized dwelling unit with the dwelling unit on the first floor of a three-story two-family residential building and the conversion of an existing accessory building at the rear of the lot to a detached Accessory Dwelling Unit ("ADU") under the State Program (Planning Code Section 207.2) for property located within an RH-2 (Residential House, Two-Family) Zoning District, 40-X Height and Bulk District, Calle 24 Special Use District, Mission Alcoholic Beverage Special Use District, and Priority Equity Geographies Special Use District.	AV360	Vincent Page II
Record	2024-011657PRJ		Updated	4/15/25 14:55	Detailed Description	The project proposal ("Project") is for a Conditional Use Authorization pursuant to Planning Code Sections 303 and 317 to legalize the merger of an unauthorized unit on the first floor of a three-story residential building and to replace the unit through the development of a detached Accessory Dwelling Unit ("ADU") at the rear of the lot under the State Program (Planning Code Section 207.1) for property located within an RH-2 (Residential House, Two-Family) Zoning District, 40-X Height and Bulk District, Calle 24 Special Use District, Mission Alcoholic Beverage Special Use District, and Priority Equity Geographies Special Use District.	AV360	Vincent Page II
Record	2024-011657PRJ		Updated	4/15/25 14:54	Detailed Description	The project proposal ("Project") is for a Conditional Use Authorization pursuant to Planning Code Sections 303 and 317 to legalize the merger of an unauthorized unit on the first floor of a three-story residential building and to replace the unit through the development of a detached Accessory Dwelling Unit ("ADU") at the rear of the lot under the State Program (Planning Code Section 207.1) for property located within an RH-2 (Residential House, Two-Family) Zoning District, 40-X Height and Bulk District, Calle 24 Special Use District, Mission Alcoholic Beverage Special Use District, and Priority Equity Geographies Special Use District.	AV360	Vincent Page II
Record	2024-011657PRJ		Updated	1/2/25 11:10	Detailed Description	Per Ordinance 201-24 and Settlement Agreement - Timely Submission of Articles 4.1 and 4.4. Conditional Use Authorization pursuant to Planning Code Section 303 and 317 for the removal of the alleged unauthorized unit on the ground level floor of the main structure through a merger with the ground floor of the main house.	AV360	Victoria Lewis
Record	2024-011657PRJ		Updated	1/2/25 11:10	Detailed Description	Per Ordinance 201-24 and Settlement Agreement - Timely Submission of Articles 4.1 and 4.4. See attachments	AV360	Victoria Lewis
Record	2024-011657PRJ		Added	1/23/20 24 21:51	Detailed Description	Per Ordinance 201-24 and Settlement Agreement - Timely Submission of Articles 4.1 and 4.4. See attachments	ACA	Inturon

Exhibit J



Teague, Corey (CPC) <corey.league@sfgov.org>

To: Samuel Ray <sam@collaray.com>

PRA010268

Exhibit K



San Francisco
Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

PLANNING COMMISSION MOTION NO. 21747

HEARING DATE: JUNE 5, 2025

Record No.: 2024-011657CUA
Project Address: 2722-2726 Folsom Street
Zoning: RH-2 (Residential House, Two-Family) Zoning District
Calle 24 Special Use District
Mission Alcoholic Beverage Special Use District
Priority Equity Geographies Special Use District
40-X Height and Bulk District
Cultural District: Calle 24 Latino
Block/Lot: 3641 / 002
Project Sponsor: Michael J. Turon
2722 Folsom Street
San Francisco, CA 94110
Property Owner: Michael J. Turon
2722 Folsom Street
San Francisco, CA 94110
Staff Contact: Vincent W. Page II – (628) 652-7396
vincent.w.page.ii@sfgov.org

ADOPTING FINDINGS RELATING TO A CONDITIONAL USE AUTHORIZATION PURSUANT TO PLANNING CODE SECTIONS 303 AND 317 FOR THE MERGER OF AN UNAUTHORIZED DWELLING UNIT WITH THE DWELLING UNIT ON THE FIRST FLOOR OF A THREE-STORY TWO-UNIT RESIDENTIAL BUILDING AND TO CONVERT AN EXISTING ACCESSORY BUILDING AT THE REAR OF THE LOT TO A DETACHED ACCESSORY DWELLING UNIT (“ADU”) UNDER THE STATE PROGRAM (PLANNING CODE SECTION 207.2) LOCATED AT 2722-2724 FOLSOM STREET, BLOCK 3641 LOT 002, WITHIN AN RH-2 (RESIDENTIAL HOUSE, TWO-FAMILY) ZONING DISTRICT, 40-X HEIGHT AND BULK DISTRICT, CALLE 24 SPECIAL USE DISTRICT, MISSION ALCOHOLIC BEVERAGE SPECIAL USE DISTRICT, AND PRIORITY EQUITY GEOGRAPHIES SPECIAL USE DISTRICT.

PREAMBLE

On December 30, 2024, Michael J. Turon (hereinafter “Project Sponsor”) filed Application No. 2024-011657CUA (hereinafter “Application”) with the Planning Department (hereinafter “Department”) for a Conditional Use Authorization for the merger of an unauthorized dwelling unit with the dwelling unit on the first floor of a

three-story two-unit residential building and to convert an existing accessory building at the rear of the lot to a detached Accessory Dwelling Unit (hereinafter “Project”) at 2722-2726 Folsom Street, Block 3641 Lot 002, (hereinafter “Project Site”).

On June 5, 2025, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Authorization Application No. 2024-011657CUA.

The Planning Department Commission Secretary is the Custodian of Records; the File for Record No. 2024-011657CUA is located at 49 South Van Ness Avenue, Suite 1400, San Francisco, California.

The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

MOVED, that the Commission hereby authorizes the Conditional Use Authorization as requested in Application No. 2024-011657CUA, subject to the conditions contained in “EXHIBIT A” of this motion, based on the following findings:

FINDINGS

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

- 1. The above recitals are accurate and constitute findings of this Commission.**
- 2. Project Description.** The Project proposes to merge an unauthorized dwelling unit with the dwelling unit on the first floor of a three-story two-unit residential building and to convert an existing, accessory building at the rear of the lot to a detached Accessory Dwelling Unit (“ADU”) under the State Program (Planning Code Section 207.2).
- 3. Site Description and Present Use.** The Project Site is located within the Mission neighborhood of San Francisco (Supervisory District 9) and consists of a rectangular Assessor’s parcel (Lot 002 in Assessor’s Block 3641) measuring 122 feet 6 inches in length and 30 feet in width on the west side of Folsom Street, about 100 feet south of its intersection with 23rd Street. The Project Site is developed with a three-story building constructed in 1896 and authorized for residential use with two dwelling units (#2722 and #2724), both of which are currently owner-occupied. An existing, one-story accessory building with plan dimensions of 27 feet and 13 and one-half feet is located at the rear of the lot.
- 4. Surrounding Properties and Neighborhood.** The immediate surrounding context is densely residential, with two- to four-story multifamily buildings, some one-family buildings, and incidental commercial uses on lower floors. Due to its close proximity 24th Street, the Project Site is within walking distance of numerous restaurants, bars, and community-serving retail uses, as well as two public parks (Parque Ninos Unidos and Garfield Square) and the 24th Street BART Station. Other zoning districts in the vicinity of the Project Site include RH-3 (Residential House, Three-Family), RM-1 (Residential Mixed, Low Density), UMU (Urban Mixed Use), and P (Public).

The project site is also located in the Calle 24 Latino Cultural Heritage District, which was adopted by the Board of Supervisors in April 2014. The Latino Cultural Heritage District encompasses the area between 23rd Street, Cesar Chavez Street, Mission Street, and Potrero Avenue, and has been recognized as a center for Latino culture in San Francisco.

5. **Public Outreach and Comments.** The Department has received correspondence from 21 people in support of the proposed Project and no letters in opposition.
6. **Planning Code Compliance.** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:

- A. **Use.** In the RH-2 Zoning Districts, Planning Code Section 209.1 allows a maximum of two dwelling units per lot.

The Project proposes to replace an unauthorized dwelling unit that was merged with the existing unit on the first floor (#2724) through the addition of an Accessory Dwelling Unit ("ADU") within an existing building at the rear of the lot that is currently used as storage accessory to the existing residential use. Although the residential density that the Project Site allows is already maximized, an ADU is allowed to exceed the allowable residential density pursuant to Planning Code Section 207.2. Therefore, the proposed use is Code-complying.

- B. **Residential Merger.** Planning Code Section 317 defines "Unauthorized Unit" as a room or suite of rooms that has been used, without the benefit of a building permit, as a separate and distinct living or sleeping space independent from other Residential Units on the same property; "Residential Unit" as a legal conforming or legal nonconforming dwelling unit or group housing unit; and "Residential Merger" as a combining of two or more Residential or Unauthorized Units that results in a decrease in the number of Residential Units or Unauthorized Units within a building. This Code Section requires Conditional Use Authorization to merge an Unauthorized Unit with a Residential Unit and establishes criteria that the Planning Commission shall consider in the review of an application for Residential Merger.

The Project proposes to merge an unauthorized dwelling unit with a legal, existing dwelling unit on the first floor and therefore requires a Conditional Use Authorization. The additional criteria specified under Section 317 are incorporated as findings in Subsection 8 below.

- C. **Front Setback.** Planning Code Section 132 states that the minimum required front setback shall be no less than the depth of the adjacent building with the shortest front setback.

Although the primary building on the Project Site is set back 8 feet and 10 inches from the front lot line, the Project Site does not have a required front setback because the adjacent neighbor to the north has no front setback. Therefore, the Project complies with the requirements of Section 132.

- D. **Rear Yard and Permitted Obstructions.** Planning Code Section 134 requires a rear yard equal to 30 percent of the depth of the lot, and states that only those obstructions identified in Planning Code Section 136 may be constructed within the required rear yard.

With a lot depth of 122 feet 6 inches, the Project Site has a required rear yard of 36 feet 9 inches. The residential building has an existing rear yard of approximately 44 feet. The Project includes the addition of a State Program ADU in an existing accessory building that is located entirely within the required rear yard. An ADU approved under State Law is not required to comply with local setback requirements pursuant to Planning Code Section 207.2.

- E. **Useable Open Space.** In the RH-2 Zoning Districts, Planning Code Section 135 requires 125 square feet of useable open space for each dwelling unit if private, and 166 square feet of open space per unit if common.

The Project contains a total of three dwelling units, two of which are existing and principally permitted and one that will be authorized as an ADU. While the ADU is not required to comply with the Planning Code's useable open space requirement pursuant to Planning Code Section 207.2, the Project has approximately 600 square feet of common open space in the rear yard, which is more than the 498 square feet required for three dwelling units within an RH-2 Zoning District.

- F. **Dwelling Unit Exposure.** Planning Code Section 140 requires that at least one room within a dwelling unit face a qualifying public right-of-way or open area; and that such exposure-qualifying room have at least 120 square feet of superficial floor area as defined in Section 503 of the Housing Code.

The proposed ADU in the existing auxiliary structure at the rear of the lot is not required to comply with the Planning Code's exposure requirement pursuant to Planning Code Section 207.2.

- G. **Residential Child-Care Impact Fee.** Planning Code Section 414A is applicable to any residential development that results in at least one new residential unit.

While the Project includes the net addition of a dwelling unit authorized as an ADU pursuant to Planning Code Section 207.2, the ADU would be developed through the conversion of existing residential Gross Floor Area as defined in Planning Code Section 102. Accordingly, while the fee applies to the Project, there is no addition of Gross Floor Area in which to assess the fee.

- H. **Eastern Neighborhoods Infrastructure Impact Fee.** Planning Code Section 423 is applicable to any development within the Eastern Neighborhoods Area Plan that results in at least one new residential unit.

While the Project includes the net addition of a dwelling unit authorized as an ADU pursuant to Planning Code Section 207.2, the ADU would be developed through the conversion of existing residential Gross Floor Area as defined in Planning Code Section 102. Accordingly, while the fee applies to the Project, there is no addition of Gross Floor Area in which to assess the fee.

7. **Conditional Use Findings.** Planning Code Section 303 establishes the following criteria for the Planning Commission to consider when reviewing applications for Conditional Use authorization:

- a) The proposed use or feature, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with,

the neighborhood or the community.

- b) Such use or feature as proposed will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements or potential development in the vicinity, with respect to aspects including but not limited to the following:
 - i. The nature of the proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;
 - ii. The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading and of proposed alternatives to off-street parking, including provisions of car-share parking spaces, as defined in Section 166 of the Planning Code.
 - iii. The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;
 - iv. Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs; and
- c) Such use or feature as proposed will comply with the applicable provisions of this Code and will not adversely affect the General Plan; and
- d) Such use or feature as proposed will provide development that is in conformity with the stated purpose of the applicable Use District; and

The Project is necessary and desirable because it will replace an unauthorized unit that was removed through a merger with a new ADU on site. The Project will retain a duplex that is consistent in unit size and building volume with the surrounding development pattern, and the intent of the RH-2 district, while authorizing a third dwelling unit in a detached structure at the rear of the lot. In replacing the unauthorized unit that was merged, the Project will result in the net addition of a legal dwelling unit, which will help to address the City's housing crisis. By maintaining the existing uses, the proposal will not be detrimental to the health, safety, convenience or general welfare. The Project complies with the Planning Code and is consistent with the generally stated intent of, and uses allowed within, the RH-2 Zoning District.

- 8. Residential Merger Findings.** Planning Code Section 317 establishes criteria for the Planning Commission to consider when reviewing applications to merge unauthorized units. In addition to the criteria of Section 303(c) of the Planning Code, the Commission shall consider the following criteria pursuant to Section 317(g)(2):

- a) Whether removal of the unit(s) would eliminate only owner occupied housing, and if so, for how long the unit(s) proposed to be removed have been owner occupied;

The Project seeks to retroactively authorize the removal-by-merger of an unauthorized unit that took

place in 2020. The unauthorized unit was last occupied by a tenant in 2017 and was vacant at the time of the merger. Currently, the 1st floor unit that was enlarged through the merger is owner-occupied.

- b) Whether removal of the unit(s) and the merger with another is intended for owner occupancy;

The first floor residential flat in which the merged unit was located is intended for owner occupancy.

- c) Whether removal of the unit(s) will remove an affordable housing unit as defined in Planning Code Section 401 or housing subject to the Residential Rent Stabilization and Arbitration Ordinance;

The existing building containing two legal, existing dwelling units and the merged unauthorized unit was constructed prior to 1979 and can be assumed to be subject to both price controls and eviction controls under the Rent Ordinance. The Project would retroactively authorize the merger of the unauthorized unit, while also replacing it through the addition of an ADU that will be subject to the Rent Ordinance. The unauthorized unit whose merger the Project seeks to authorize was not an affordable housing unit as defined in Planning Code Section 401.

- d) If removal of the unit(s) removes an affordable housing unit as defined in Planning Code Section 401 or units subject to the Residential Rent Stabilization and Arbitration Ordinance, whether replacement housing will be provided which is equal or greater in size, number of bedrooms, affordability, and suitability to households with children to the units being removed;

The unauthorized unit whose merger the Project seeks to authorize was approximately 485 square feet and contained one bedroom. The ADU that is proposed to replace the unit will be an approximately 370 square-foot studio.

- e) How recently the unit being removed was occupied by a tenant or tenants;

The unauthorized unit was last occupied in 2017.

- f) Whether the number of bedrooms provided in the merged unit will be equal to or greater than the number of bedrooms in the separate units;

The unauthorized unit that was merged had one bedroom. Unit 2724 has two bedrooms, both before and after the merger. The ADU that would replace the unauthorized unit is a studio unit.

- g) Whether removal of the unit(s) is necessary to correct design or functional deficiencies that cannot be corrected through interior alterations;

Although the unit that was merged was unauthorized, its removal was not required to correct design or functional deficiencies in the building.

- h) The appraised value of the least expensive Residential Unit proposed for merger only when the merger does not involve an Unauthorized Unit;

The Project involves the merger of an unauthorized unit.

9. **General Plan Compliance.** The Project is, on balance, consistent with the following Objectives and Policies of the General Plan:

HOUSING ELEMENT

Objectives and Policies

OBJECTIVE 4.B

EXPAND SMALL AND MID-RISE MULTI-FAMILY HOUSING PRODUCTION TO SERVE OUR WORKFORCE, PRIORITIZING MIDDLE-INCOME HOUSEHOLDS.

Policy 4

Facilitate the legalization of unauthorized dwelling units while improving their safety and habitability.

Policy 31

Facilitate small and mid-rise multi-family buildings that private development can deliver to serve middle-income households without deed restriction, including through adding units in lower density areas or by adding Accessory Dwelling Units (ADUs).

The Project is consistent with the Objectives and Policies of the General Plan because it would replace an unauthorized unit with a new, rent-controlled unit that will be authorized as an ADU on the same lot, albeit in a different location than the unit that was merged. The Housing Element recognizes ADUs as an effective way to provide new units of housing in zoning districts with lower density controls, and calls for the legalization of unauthorized units while also improving their safety and habitability. Although the proposed ADU is smaller than the unit that it would replace, the Project nevertheless will result in the net increase of one legal dwelling unit, replacing the unauthorized unit.

10. **Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project complies with said policies in that:

- a) That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses be enhanced.

The Project Site does not possess any neighborhood-serving retail uses. The Project replaces an unauthorized unit through the addition of a dwelling unit authorized as an ADU, enhancing the nearby retail uses by providing a new resident, who may patron and/or own these businesses.

- b) That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods.

The Project retains two existing dwelling units, in accordance with the density controls of the RH-2 Zoning District, and replaces an unauthorized unit through the addition of an ADU within an existing building. For these reasons, the Project would protect and preserve the cultural and economic diversity of the neighborhood.

- c) That the City's supply of affordable housing be preserved and enhanced,

The subject property does not contain any existing deed-restricted affordable housing units. In replacing the unauthorized unit that was removed with a rent-controlled ADU, the Project will remedy the prior loss of a unit from the City's housing stock.

- d) That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The Project Site is well served by public transportation, being located on the 12 Folsom/Pacific Muni bus line and within walking distance of the 24th Street BART and the 14, 14R, 48, and 49 Muni bus lines.

- e) That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

The subject property does not contain any industrial or service uses, and the Project does not propose commercial office uses.

- f) That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The Project will be designed and constructed to conform to the structural and seismic safety requirements of the Building Code. As such, this Project will improve the property's ability to withstand an earthquake.

- g) That landmarks and historic buildings be preserved.

The Project Site does not contain any landmarks, but it is listed as Category A historic resource for the purposes of review under CEQA. The Project does not include any exterior alteration to the historic resource, and thus would not have an adverse impact on its historic integrity.

- h) That our parks and open space and their access to sunlight and vistas be protected from development.

The Project will not increase the height of the residential building and thus would not impact access to sunlight and vistas at nearby parks and open space.

11. The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would constitute a beneficial development.

12. The Commission hereby finds that approval of the Conditional Use Authorization would promote the health, safety and welfare of the City.

Motion No. 21747
June 5, 2025

RECORD NO. 2024-011657CUA
2722-2726 Folsom Street

DECISION

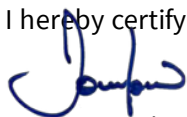
That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Authorization Application No. 2024-011657CUA** subject to the following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated May 8, 2025, and stamped "EXHIBIT B", which is incorporated herein by reference as though fully set forth.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion. The effective date of this Motion shall be the date of this Motion if not appealed (after the 30-day period has expired) OR the date of the decision of the Board of Supervisors if appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

Protest of Fee or Exaction: You may protest any fee or exaction subject to Government Code Section 66000 that is imposed as a condition of approval by following the procedures set forth in Government Code Section 66020. The protest must satisfy the requirements of Government Code Section 66020(a) and must be filed within 90 days of the date of the first approval or conditional approval of the development referencing the challenged fee or exaction. For purposes of Government Code Section 66020, the date of imposition of the fee shall be the date of the earliest discretionary approval by the City of the subject development.

If the City has not previously given Notice of an earlier discretionary approval of the project, the Planning Commission's adoption of this Motion, Resolution, Discretionary Review Action or the Zoning Administrator's Variance Decision Letter constitutes the approval or conditional approval of the development and the City hereby gives **NOTICE** that the 90-day protest period under Government Code Section 66020 has begun. If the City has already given Notice that the 90-day approval period has begun for the subject development, then this document does not re-commence the 90-day approval period.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on June 5, 2025.



Jonas P. Ionin
Commission Secretary

Jonas P Ionin

Digitally signed by Jonas P Ionin
Date: 2025.06.11 13:40:07
-07'00'

AYES: Campbell, McGarry, Williams, Braun, Imperial, Moore, So
NAYS: None
ABSENT: None
ADOPTED: June 5, 2025

EXHIBIT A

Authorization

This authorization is for a Conditional Use Authorization pursuant to Planning Code Sections 303 and 317 for the merger of an unauthorized dwelling unit with the dwelling unit on the first floor of a three-story two-unit residential building and to convert an existing accessory building at the rear of the lot to a detached Accessory Dwelling Unit (“ADU”) under the State Program (Planning Code Section 207.2) for property located at 2722-2724 Folsom Street, Block 3641 Lot 002, within an RH-2 (Residential House, Two-Family) Zoning District, 40-X Height and Bulk District, Calle 24 Special Use District, Mission Alcoholic Beverage Special Use District, and Priority Equity Geographies Special Use District; in general conformance with plans, dated May 8, 2025 and stamped “EXHIBIT B” included in the docket for Record No. 2024-004742CUA and subject to conditions of approval reviewed and approved by the Commission on June 5, 2025 under Motion No. **21747**. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

Recordation of Conditions of Approval

Prior to the Planning approval of the building permit or commencement of use for the Project, the property owner must record a Notice of Special Restrictions prepared by the Planning Department with the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on June 5, 2025 under Motion No. **21747**.

Severability

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. “Project Sponsor” shall include any subsequent responsible party.

Changes and Modifications

Changes to the approved plans may be approved administratively by the Zoning Administrator. Significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.

CONDITIONS OF APPROVAL, COMPLIANCE, MONITORING, AND REPORTING

Performance

1. **Validity.** The authorization and right vested by virtue of this action is valid for three (3) years from the effective date of the Motion. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

2. **Expiration and Renewal.** Should a Building or Site Permit be sought after the three (3) year period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

3. **Diligent Pursuit.** Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since issuance of the Building Permit.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

4. **Extension.** All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

5. **Conformity with Current Law.** No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

Design – Compliance at Plan Stage

6. **Final Materials.** The Project Sponsor shall continue to work with Planning Department on the building design. Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. Any architectural addenda shall be reviewed and approved by the Planning Department prior to issuance.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7396, www.sfplanning.org

7. **Garbage, Composting and Recycling Storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7396, www.sfplanning.org

Provisions

8. **ADU Subject to the Rent Ordinance.** Consistent with the obligations approved in connection with Board of Supervisors Ordinance No. 291-24, within thirty (30) days of the approval of this Conditional Use Authorization, the property owner must record a Notice of Special Restrictions for the subject property stating the obligation to construct the ADU and that such ADU may be rented and is subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code) including rent increase limitations in Section 37.3 of the Rent Ordinance.
9. **Residential Child Care Impact Fee.** The Project is subject to the Residential Child Care Fee, as applicable, pursuant to Planning Code Section 414A.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7396, www.sfplanning.org

10. **Eastern Neighborhoods Infrastructure Impact Fee.** The Project is subject to the Eastern Neighborhoods Infrastructure Impact Fee, as applicable, pursuant to Planning Code Section 423.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7396, www.sfplanning.org

Monitoring - After Entitlement

11. **Enforcement.** Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The

Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

- 12. Monitoring.** The Project requires monitoring of the conditions of approval in this Motion. The Project Sponsor or the subsequent responsible parties for the Project shall pay fees as established under Planning Code Section 350 and work with the Planning Department for information about compliance.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

- 13. Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

- 14. Community Liaison.** Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator and all registered neighborhood groups for the area with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator and registered neighborhood groups shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

Exhibit L

Samuel Ray (SBN 308921)
Colla & Ray LLP
250 Columbus Avenue, Suite 200
San Francisco, CA 94133
(415) 579-1414
sam@collaray.com
Attorneys for Plaintiff
Michael J. Turon

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MICHAEL J. TURON,

Plaintiff and Petitioner,

vs.

CITY AND COUNTY OF SAN
FRANCISCO, SAN FRANCISCO
PLANNING DEPARTMENT, SAN
FRANCISCO BOARD OF APPEALS, SAN
FRANCISCO ZONING ADMINISTRATOR
and DOES 1-10,

Defendants and Respondents.

Case No.: 3:21-CV-07724-TLT

**REQUEST FOR JUDICIAL NOTICE IN
SUPPORT OF PLAINTIFF MICHAEL J.
TURON'S OPPOSITION TO
DEFENDANT'S MOTION TO
ENFORCE SETTLEMENT AGREEMENT**

Hearing Date: February 3, 2026
Time: 2:00 PM
Judge: Hon. Trina L. Thompson
Place: Courtroom 09

1 Federal Rule of Evidence, Rule 201 empowers a trial court to take judicial notice of can be
2 accurately and readily determined from sources whose accuracy cannot reasonably be questioned.
3 Pursuant to this authority, Plaintiff Michael J. Turon (“Plaintiff”) request that this Court take
4 judicial notice of the following documents:

5 1. San Francisco Planning Commission Transcript from the Planning Commission
6 hearing regarding State-Mandated Accessory Dwelling Unit Controls (Case 2021-006260PCA
7 [Board File No. 210585]) dated September 2, 2021. A true and correct copy of which is attached
8 hereto as **Exhibit A**.

9
10
11 Dated: October 17, 2025

Respectfully Submitted,

12 /s/ Samuel Ray
13 Samuel Ray
14 Colla & Ray LLP
15 Attorneys for Plaintiff Michael J. Turon
16
17
18
19
20
21
22
23
24
25

EXHIBIT A



City and County of San Francisco

THURSDAY, SEPTEMBER 02, 2021

>> **Clerk:** welcome to the san francisco planning commission

remote hearing for thursday,

SEPTEMBER 2, 2021. Sfgovtv is broadcasting this hearing live, and we will

receive public comment for each item on this agenda.

Comments or opportunities to

speak are available by calling 415-655-0001 and entering

access code 146-600-1291. When we reach the item you are

interested in commenting on, please press star then three to

be added to the queue.

When your line is unmuted, that's when it is your turn to begin speaking.

When your allotted time is

reached, I will announce that

your time is up and take the next person to speak.

Best practice is to call from a quiet environment, speak slowly and clearly, and please

announce your name. I'd like to take roll at this time. [Roll Call]

>> **Clerk:** thank you, commissioners. First on your agenda is consideration of items proposed for continuance.

Items 1 a and b for case

numbers 2019-013808-cua and var

for the property at 4300 17

>> **Clerk:** okay. Thank you. Last call for general public comment.

Okay.

Seeing no additional requests

to speak under general public comment, general public comment

is closed, and we can move onto

your regular calendar,

commissioners, for item 7, case 2021-006260-pca for state-mandated accessory dwelling unit controls. This is a planning code amendment.

I will make you a prender, senter, veronica.

MISS Flores, I believe your

microphone is muted. miss flores?

>> oh, I have a very large screen with these dual

monitors, and I couldn't find unmute.

Good afternoon, commissioners.

Veronica flores, planning department staff.

The item before you is the

state-mandated accessory

dwelling unit ordinance.

Today, I am joined by natalie

kwiatkowski.

This is the same ordinance that

appeared in front of you last

year, JULY 2020, and an update

is why we're back in front of

you today.

The ordinance now incorporates now the recommended modification moved by both you

and the historic preservation commission last year, and that

modification was to retain the

objective architectural review standards.

And lastly, this version of the ordinance makes clarifications

required by things for state

law, one of which is in

[Inaudible] On an A.D.U. And junior A.D.U.

The last year before this bill,

applicants could only choose

one or the other.

There's a state A.D.U., and we

also have the -- [Inaudible] >> -- as you see on the slide,

and now, there's different options under the state program

as well as our local program,

so property owner MAY actually qualify for more than one type

of A.D.U. Or more than one pass

for A.D.U.S, and it will

ultimately be up to them.

The big change is the impact to the fee waiver.

The ordinance does require one

not outlined under state law, and the department does support

this as it further incentivizes A.D.U.S. Under the local program, there are three clarifications that

are not required by state law,

but these are nonsubstantive and are really here just to clarify our code.

The only change that was not

included in the original

ordinance is that the detached A.D.U.S in the rear yard would

be measured from the grade to

the top of a flat roof or the

mid point of a pitched roof.

State law does not currently

define how height is defined

for these structures. After the packets were published, the department

received one letter, a copy of which was shared with you directly, and the letter discussed general questions regarding state law, and urged

commission to support A.D.U. Construction within the rear yard.

This ordinance covers the same

items presented to you last

year, which again, focuses on

brings our state law in line

with code changes as well as modification to the local program. This is a new recommendation that we

have included after the

staff report was published, so

I did include this and

highlight it on the slide for

you today.

For some background, state law

does allow detached A.D.U. With

side and rear setbacks. After the staff report was published, we realized that it

would be really rather

difficult to construct such a

detached A.D.U. In the required

rear yard area, so this would

be an A.D.U. In the rear yard.

The suggestion is to follow the

same height and back parameters

as state law, and it would

allow for more detached A.D.U.S and also yield more rent controlled units.

This appeared in front of the historic preservation commission yesterday, and after discussion, they made a unanimous recommendation to approve with modification

described a moment ago. And this concludes staff presentation, and I, along with

the rest of the A.D.U. Team, are available on the call. Thank you.

>> Clerk: thank you, MISS Florez. If there are no immediate questions from members of the commission, we should open up public comment. Members of the public, this is your opportunity to address the

commission on this matter by presenting star then three.

Through the chair, you will each have two minutes, and when you hear that your line has been unmuted, that's your

indication to begin speaking. >> good afternoon.

Rick gladstone speaking. First, congrats to the city

staff and city attorney for

making sense of two laws which

overlap, namely, the state A.D.U. Law and our local one. I have represented a number of

property owners who created

A.D.U.S, I'm not writing this letter for any particular

client.

First law, the local A.D.U. Program says open space

requirements MAY be granted for

A.D.U.S added within existing buildings, but the proposed law seems not to allow that. However, new construction

A.D.U.S are very popular, and I

do not understand the legal or

policy basis to deny those

planning code waivers in new buildings. Second point, I don't recall if current law says if an A.D.U.

MAY expand into habitable space on any floor.

That is, of course, to a

limited extent, but it limits

the number of A.D.U.S in a

multistory building, and I do not understand the requirements of that restriction. Third, A.D.U. Height, I believe

I heard that no longer will A.D.U. Height be measured at

the top of a pitched roof, and I appreciate that point.

It should be at the mid point

of a pitched roof as that will allow a second story.

It's often needed to add a

second story, and A.D.U.S will

not take up as much of the rear yard open space.

Last point, merging A.D.U.S

with original units.

Law states that an A.D.U. MAY

not be merged with original units.

>> **Clerk:** thank you.

That is your time. >> all right. Thank you. >> zbarch good afternoon, commissioners. Corey smith on behalf of the housing action coalition. Certainly share many of the

questions and concerns that the

previous speaker had on the proposal, and having followed

the A.D.U. Updates in sacramento, knowing that there

was a carveout for san francisco, it's really

frustrating to be honest.

It does feel like the bare

minimums if the goal is to

create as many homes, even if the state is not going to

create the standards that the housing action coalition hopes

would be the case for san francisco, we would certainly encourage the cities to find

ways to go above and beyond to

create more A.D.U.S.

Not going to stick my head in the sand.

I do realize there is a red

control component to this, but

I do think this is something that can be followed at the end

of the day, and if we are

unable to figure out ways to incentivize A.D.U.S in san

francisco because of state law

not going far enough, it just shows that action at the state is really the best way to ensure that cities, including

san francisco, build the homes

that are needed to

accommodation our growing population.

Thank you very much.

>> linda chapman.

I'm first going to say I'm experiencing technical problems today. I understand there was a message for me, but the technical problems continue.

They're a real detriment to public access to every hearing.

With regard to A.D.U.S, I was

having a hard time following
the presentation while the computer stalled.
But any way, I would certainly
be an advocate for A.D.U.S.
our building before we moved
into this three-story was a one-to-three single-family home.
It had a large master bedroom
and two bathrooms that was
added for extra income.
And the apartment that I
occupied later after my mom
went off to santa rosa, was
occupied by an A.D.U.
When my mother lived in santa
rosa, they lived on half an acre.
They turned their garage into a
charming rental unit and then built another garage.
It made no difference to the
neighbors because nobody could probably even see it.
In our neighborhood, it's 15 by 25 feet, at most.
It would be harmful to be
sticking A.D.U.S in places like that.

I hope we could put an A.D.U.

In the building where I live

because the third story is nothing but storage.

It would face into a garden. You could have windows all the

way across and extend windows

out into the bay, but they certainly shouldn't be allowed

to eliminate, you know, the central yards that are so important in our dense

neighborhoods or to create an inhabitable condition like those B.M.R. Units.

>> **Clerk:** that is your time.

>> good afternoon, commissioners.

This is bruce bowen from

delores heights. This is primarily a vehicle for

implementing state law, which limits what I can comment on.

But first, I hope to see rapid development of ways in which

the department MAY find to incentivize the local program so there MAY be other benefits

to the program, as well. Second, this program highlights the need for reports to provide public access to data.

The number of A.D.U.S built under each program,

specifically, the size, square footage, whether they're hybrid

or ministerial, waiver or nonwaiver in order for us to

understand the benefits of the program. Of course it is unlikely that

any publicly available data will [Inaudible] And aren't

just ways to demonstrate [Inaudible] Until that comes.

I'd like to mention you all did a good job making this as clear as possible. Thank you.

>> good afternoon, commissioners.

Anastasia iovannopoulos.

I give a nod to bruce bowen's previous comments.

Although A.D.U.S approved under

state law are not subject to

the rent stabilization provision of the san francisco

rent ordinance, waivers are

under complete control when one is grants

ed from the planning code requirement and in some

cases, the local program offers

more opportunities for A.D.U.S. There are two conflicting

statements in the SEPTEMBER 2, 2021 executive summary that

have to do with affordability

in the racial and social equity analysis. One that A.D.U.S help advance

racial and social equity by

allowing for more affordable

dwelling units due to their smaller size. Who's to say that these units

are more affordable.

If you look at gordon mar's

statistics, a unit would cost \$22,700 average.

Number two, even if A.D.U.S are

less costly due to smaller

square footage, A.D.U.S are not rented at low or very low-income, so this runs

counter to the housing element

objective one, identify and

make available for development

adequate sites that are --

especially affordable housing,

and policy number 1.5, does not make this housing permanently affordable to lower income households or
comport with objective number three to

protect the affordability of

existing housing specialty rental units. Further, I would urge a

continuance because this ordinance requires outreach to

tenants be completed before the A.D.U. Application is submitted --

>> Clerk: thank you, MISS Iovannopoulos. That is your time. >> thank you. >> oh, hi.

It's georgia schiutish.

I want to refer to a demolition of a house. It was originally going to be

an alteration, but the second time they got the appraisal,

they took two appraisals to get it in the r. H-1, and they were

out to demolish it, and the department approved an A.D.U.

When it was completed.

It was actually completed in the last year, and it hasn't sold.

it's sitting up there, the building always been

building's been empty since 2015, when the original house was sold, and they've lowered the price.

And in the ads for this luxury

home, they never mention the

A.D.U. And so I think this is something to highlight when you

had all of these projects up in

belgrade, that you have all of

these A.D.U.S.

But this house is empty, so I guess the question is, what are

you going to get out of this program with a. -- how do you impose it, especially, especially, especially, especially for these spec projects?

I think there's a real distinction between a project

like I'm citing here and somebody that wants to create

an A.D.U. For their relative. I don't know how you sort it

out, but it seems like you have

to sort it out if you want it

to be effective.

It's been sitting empty since 2015. The original house would have

been perfect for an A.D.U.

It had a tunnel entrance, and they could have just stuck it in the garage.

An A.D.U. Program should be about practicalities. Thanks a lot. Take good care. Be well, be safe, good-bye.

>> commissioners, this is lorraine petty.

A member of seniors disability action and san francisco

tenants union and long time

advocate for affordable housing

for seniors.

i've carefully read through

exhibit a and was struck mostly

by how often and how deeply

affordability is given as the reason, value, for creating

these A.D.U.S, and indeed, for

going beyond that and actually promoting them on that basis.

It's hypothesized that units of

smaller square footage rent for

lesser prices, but really, is

that an assumption or is it a fact?

It's based on all of us taking on face representations by

landlords that they'll rent for a certain price.

It is, therefore, unknown what

the actual prices are that are

being charged.

So I have to say, as a senior

and as a renter for most of my

life, it's almost -- I've

almost always seen landlords ask for the highest amount

someone is willing to pay, and

the planning staff itself in

the summary has admitted that

affordability is an issue here.

So since we currently lack the facts so facts on which to make a

decision, we need a study of

A.D.U.S that have been rented out, say, for at least 18 months. We need to see not just a

median or average of these prices but an actual list of

specific rents charged.

We need to know how many are rent controlled, their sizes, etc., other important information.

We should commit to such a study now. We should start talking about

such a study now, and make sure

it's going to get done in anticipation of the rental housing inventory that's soon to come on-line.

I suggest, in the end, that we

base our decisions on the fact and not assumptions. Thanks.

>> Clerk: thank you.

That is your time. Okay. Last call for public comment for this item. You need to press star, three to be added to the queue. Seeing no additional requests to speak, commissioners, public comment is closed, and this item is now before you.

I'm sorry. Was I muted? Public comment is now closed, and this item is now before you, commissioners.

>> PRESIDENT Koppel: I am on

board with everything, and curious of other commissioners, what they think.

Commissioner tanner?

>> **Commissioner Tanner:** I'd like to thank the staff for their really great work in

navigating some complex laws.

One thing I am concerned about

from an implementation standpoint is having multiple programs.

On one hand, it allows the city

to adjust and property owners

to adjust to several scenarios,

but on the other hand, I wonder

if it creates too much for

staff to monitor?

Have there been feedback on the programs, that you're concerned

that it doesn't have lack of clarity?

If this then that, and in this

scenario, if you do this, I just wonder in the balance of variety leading to more flexibility but also creating confusion.

>> thank you, commissioners.

Natalie kwiatkowski, planning department staff. The reason why we do have a third program, which is the

hybrid, is because there's a

carveout in state law that san francisco qualifies for, and

therefore, the A.D.U.S approved

under the program do qualify under state law.

So it has been challenging sharing that information for

the public as we're implementing it for our planners?

That's how we branded them in

order to make it as easily digestible as possible but we'll definitely continue working on that aspect.

>> **Commissioner Tanner:** great. Thank you so much. I think I read there's more

changing coming to our local programs, and so perhaps if and

when all of them settle, there'll be some clarification of some requirements.

I have been tracking some state legislation, but not much. Are we also anticipating any

changes in 2022 that we'll need

to adapt to, as well, or what

are we looking forward to once congress finishes their session?

>> we are waiting for that and will come back to you.

>> **Commissioner Tanner:** and

then, we heard from folks that

wanted to have our A.D.U.

Program be more aggressive to

create more A.D.U. United

s in the city city. I am curious if there's

anything that would allow for

more widespread adoption of

A.D.U.S that were not presented to us? Is there something that we could be doing in san francisco

that would allow us for more thoughtful presentation here?

>> thank you, commissioner tanner. [Inaudible] Planning department staff.

Staff did have many extensive conversations about the state law and also noting that we do

have the ability to be less
restrictive than state law, but
because, as you've already
highlighted today, there's
already a very complex -- checks
complex matter, so it's what is truly required this time under state law, and once we have
that in place, perhaps
revisiting and after, you know, further discussion and also
hearing more of your concerns
during the past hearings and in
the future, then we would be
able to strategize where it's
better to have those less restrictive programs.

We still have all of those
options to landlords and
property owners. And I will pause here and see
if director hillis had anything
to add to the recommendation.

>> **Director Hillis:** well, I

wanted to draw attention to what you said during the presentation. One of the changes was to allow
the local program to be
expanded to allow for rear yard A.D.U.S that would kind of have

the same limitations that state law proposes, but currently,
they wouldn't be allowed under
our local program, so if we expand to allow those, it's possible we can get those built
under the local program, which wouldn't enable us to apply rent control, so I think that kind
of gets to your point,
commissioner tanner, about trying to encourage sponsors to use the local program.

>> Commissioner Tanner: okay.

That's very helpful. There was a report that was
released earlier this year.

It was released in APRIL out of U.C. Berkeley center for community innovation, and they
did a study of A.D.U.S across
california and reported on some things.

It doesn't look just at san francisco but statewide. Meeting construction costs in
the bay area, A.D.U.S about \$177,000, about \$329 a square foot, and they also look at some of the rental
prices.

So the median rental price of an A.D.U. In california, it
ranges from \$1,900 in the
central coast region to \$2,200
in our city. It does give us some information.

I think we do get every year
really robust reporting on our housing stock.

I think A.D.U.S are identified in those reports separately, so

we can look to those past years

and future years' reporting on A.D.U.S in the san francisco

housing stock, and I see nodding from staff, so that's correct. [Please stand by]

. >> PRESIDENT Koppel: commissioner imperial? >> Director Hillis: commissioner, I think you're muted.

>> **Commissioner Imperial:** can you hear me now?

>> **Director Hillis:** yeah.

>> **PRESIDENT Koppel:** yeah.

>> **Commissioner Imperial:** okay. Thank you.

Just to follow up and just for clarification on when it

comes -- what are we gaining in this, the state A.D.U. Program,

and so just going step by step, . So our local program, we are more explicit that these are

going to be rent controlled

units, and it looks like supervisor mandelman is

introducing another legislation

around A.D.U. And rent board notification.

So in this hybrid, is the state subject to rent control in san

francisco and is that the same

thing, as well, for the hybrid program? Just more clarification.

>> thank you, commissioner.

State law prevents us from

subjecting rent control to A.D.U.S.

Only our local program allows

the qualifying A.D.U.S to rent control.

>> **Commissioner Imperial:** and

so the upcoming legislation proposed by supervisor

mandelman in terms of the

notification, that would -- in

what way that can be

implementable to the state and hybrid program? Is that implementable at all? >> the legislation that you

mentioned by supervisor mandelman is scheduled for

presentation at your hearing

next week. it is scheduled to implement

those controls to the local program.

I

I --

>> **Commissioner Imperial:** I guess more clarification on the program itself. I think one thing, the staff,

you guys really, you know, put

out, you know, clearly as to

what our the things that are

need to consider and one thing, too, that I'm thinking about

are who's going to build these

A.D.U.S, right? Who are capable of building

this, especially if, you

know -- and so how are these A.D.U. Programs be really accessible to the ones that,

you know, I would say whether a

middle-income family who wants

to gain another income in order

to rent it out and that's what

commissioner tanner, asked

about the cost of construction

will be 100,000.

Perhaps it's more for the board of supervisors and us on the commission to be thinking about, [Inaudible]
For building

this kind of A.D.U. Program?

Has anyone talks to supervisor

mar's office or anyone thinking around -- [Inaudible]

>> **Director Hillis:** I'm just going to chime in. We definitely are in conversations with supervisor mar's office. We want to encourage and make

it easier for, you know,

homeowners to add A.D.U.S. Certainly, we have the

solutions yet as part of that,

but, you know, I think part of

it is making the process a bit simpler and more easier to understand, which is complicated as commissioner tanner discussed, because there

are three ways you can go about

doing it, but natalia and others have been extremely diligent about trying to lay

out the rules for each of those

and how you can get them and

also incentivizing and encouraging our local programs

because it has some of the benefits like rent control, but I think there's still work that needs to be done with the board to try to figure out ways to

make it easier for homeowners to have these.

>> **Commissioner Imperial:** thank you, director hillis.

I mean, I think we've had this discussion the first time it was introduced, this A.D.U.

Program, how it's going to look like, especially when it comes

to mid block open space.

I remember we had this kind of

robust discussion, and I

remember it that -- from our

discussion that we are more afforded the local program and how we can incentivize that. I understand this is for us to be comparable to the state --

the state program, but I also

echo what other public comments

have mentioned regarding the data.

Sometimes we do have those

data, but when it comes to the sizes, who are the most likely people going to live in there, I think those are very helpful

tools for us in order to really expand our local program.

But I guess at this point, in terms for what we have right

now, but again, emphasize on

our local A.D.U. Program to be highlighted, but thank you. >> PRESIDENT Koppel: commissioner fung?

>> **Commissioner Fung:** in terms

of on going and new legislation, both local and

statewide with respect to

density increases, is staff

aware of whether those proposed legislations have any discussions in coordination

with where the A.D.U. Process is? >> thank you, commissioner fung. So you are correct, there are a number of different efforts

right now in terms of

increasing density, upzoning,

allowing for units on a

property, so there's different iterations there, and the

department tries to look at

everything holistically. It's something that we really

try to be mindful of, and even as you see in this current staff report, we're

anticipating some of the changes just within the A.D.U. Realm itself, but it's

something we need to continue

to work on, and that's the best answer that I have for you today.

And I do see director hillis. I don't know if he wants to

chime in further about the general information for you.

>> **Director Hillis:** it's definitely something that we

look at when we look at legislation. So for instance, when we bring

to you supervisor mandelman's

legislation to allow four units

on a corner lot, we think the

question that you'll have and that we'll answer as part of a

staff report, will that allow

you to have an A.D.U., and the

answer is yes in that case, but

we're looking at that in

legislation that was just

passed, allowing property

owners to splitting an A.D.U. Between their units, and does that allow for an additional

unit in the A.D.U. Product. So we will definitely continue

to ask those questions and whether it will allow additional expansion or not.

>> Commissioner Fung: yes.

I think it's important that we know whether or not it will

allow additional expansion. >> PRESIDENT Koppel: commissioner diamond?

>> Commissioner Diamond: I

wonder if you could summarize

the difference between state

hybrid and local A.D.U.S with respect to our rear yard requirements?

>> thank you, commissioner.

I can try and tackle that one. Let's start with the state one. The state program is the one

that we do not have the ability

to subject these A.D.U.S to our

local planning code unless it's specifically stated in state law.

The state law allows one A.D.U.

Under residential law, so this

A.D.U. Can be a detached A.D.U. In a rear yard.

It would require a four-foot

set back from side and rear

yard boundaries. The hybrid is the one that

costs us through the state, but

it does require compliance with local code.

That does require a detached A.D.U., but that would need to

be placed within the buildable areas of the lot, so those

would be a little hard to physically construct because

most of our lots MAY not have buildable area on our lots. The local area currently only

allows A.D.U.S within the existing building an extension

to the existing building within

the building area or legal nonconforming structures in the rear yard.

And as mentioned by MISS Flores earlier, we are proposing to

allow one detached A.D.U. Within the require rear yard to

be comparable to what's allowed by state law?

Those A.D.U.S would already be allowed by state, but as a local program, we have the possibility to subject them to rent control. So to summarize my answer to

your question, two of the

programs is you sort of adapt

as proposed today would allow

one detached A.D.U. Within the

required rear yard.

>> **Commissioner Diamond:** so I understand the reason you want

to do the modification to the local program is you think they are going to be built any ways,

so you might as well get the

benefit of rent control if they are.

Regarding the state density program, we are pretty much

undermining if not eliminating in some respects all of the

benefits that were assumed when

we adopted rear yard requirements in the first place.

As we get denser, as we should,

there's all the need in a dense urban environment for more open

space.

How do we advocate for hybrid

units, which is the only one

that would not interact with

the existing rear yards? >> [Inaudible] Under the state program or the local program,

the hybrid one is utilized the least because even though it does, in certain situations,

allow more A.D.U.S, it's difficult to comply them with local code.

So the hybrid program does not allow us to waive any requirements. If we could waive it, that would allow us to encourage it a little bit more and be in line with our local program.

>> **Commissioner Diamond:** just

concerned on a policy level how

we come to a balance between

the desire to add A.D.U.S and

yet do our best to preserve mid block open space, and it feels

like the balance is shifting

pretty significantly with this

law to -- our adoption of this ordinance with the favor of

addition of A.D.U.S at the expense of mid block open space.

From a -- you know, from a

policy perspective, I get quite concerned because it seems to

me that for those of us -- most

of us want to increase the

density of our city to accommodate more people. It doesn't necessarily have to be at the expense of open space.

We could be going taller but

not necessarily going in our backyards.

I recognize it's not a city

issue so much but a state law

and that's where the law is

coming from, and I'm wondering

what position the city is taking on this particular subject. >> thank you, commissioners.

Just want to clarify one thing about our local program?

The requirement would be to

retain open space for any

existing units on the lot, and

that would, in design, likely open up the space between the

two buildings on a lot so it continues to function as open space.

>> **Commissioner Diamond:** thank you for clarification.

>> **Director Hillis:** and just to add, I think that's why we wanted to add the opportunity

to have the rear yard A.D.U.,

you know, at least be approvable under the local program because we can look at

it in, you know, review it for

design and perhaps shift where

it is around to try to maximize

the open space that would recovery room because under state law, it's a bit blunt. It's state law, so it's applying to every parcel in the state.

There's a requirement for a four-foot set back from the

property line. Being where you kind of want

the open space, you MAY want to

push up against a property line

and then maximize the remaining open space.

So I think that's part of the reason beyond just rent control

that he wanted those to be approvable under the local

program so we can make some modifications to it that we talked about.

To answer your other question, I wasn't here when this was moving through the state process, so I don't know kind

of what our position was on it,

but I don't think the city --

the city goes through an

official process to kind of owe

pine on state legislation, and I don't believe this has been

discussed as part of those efforts.

>> **Commissioner Diamond:** I'm sorry. I missed --

>> **Director Hillis:** it's a priority in our state legislation, but we can

certainly raise that when we talk about kind of future state legislation and what we're trying to accomplish.

>> **Commissioner Diamond:** densities of a certain size MAY

need to be different than suburbs with respect to this open space issue. Perhaps not, but I think it's

worthy of some discussion.

Thank you. >> **PRESIDENT Koppel:**

commissioner imperial?

>> **Commissioner Imperial:** yes. Just want to piggyback on what commissioner diamond was saying.

I think as we're looking into

this, it really does make me

think, as we're looking into an

appropriate density, what is an appropriate density for san francisco, I think we need to

be very sensitive on that and,

you know, I appreciate what, you know, commissioner diamond

and also director hillis is, and other supervisor working on

this, but in terms of density,

I think there are different

ways that can be sensitive, as well, in terms of the ideas of

open space and rear yard, and there are those articles that

are reading into what does a

low density neighborhood look like. Something just to, you know, as

we are going to go through this process, just also want the planning department to look at

that in terms of density in S.F. Thank you.

>> PRESIDENT Koppel: commissioner tanner?

>> **Commissioner Tanner:** thank you. I just would have a few more questions kind of building on commissioner diamond's line of questioning.

In regards to the hybrid

program or local hybrid program, I'm not sure.

I think it's called a local

hybrid program, for those that

want to build a local A.D.U.,

do you see incentives there,

are there incentives that we

could do above state law, more generous, such as, I don't

know, allowing multiple stories, that would make that

program more attract tiff and is already in compliant with the rear yard standards. Is there anything that we could

change in this ordinance that

would make that more attract tiff? >> thank you, commissioner.

I'm going to ask our deputy

city attorney to opine on this. Adding more requirements --

>> Commissioner Tanner: not

more requirements, more per

sistiveness so you can do more and require less.

>> so state law does require flexibility. That's sort of where we

originally had the 12 -- the [Inaudible] Detached A.D.U.,

and we brought it down in

regards to the concern of the mid block open space. If the city attorney is

available and can speak to our

ability to be flexibility to state law, that would be helpful.

>> Commissioner Tanner: stacey, are you there? >> peter [Inaudible] From the city attorney's office.

State law does allow the city

to be more permissive in the structure safety programs.

There MAY be challenging for

other reasons resulting from

our local code and our charter.

The amendment of the planning

code to create more permissive

A.D.U. Controls could require more review. I think we'd have to look at this proposal to understand

what the potential obstacles could be, but certainly, state

law does allow the city to be more permissive.

The question is what steps the

city would have to take to

accomplish that. >> Commissioner Tanner: absolutely. [Inaudible] This legislation,

and I think what I would hope

to see as we move forward, that our local programs really would be the best and be the path that most people want to go down so that even some of the

things that might be burdensome

on it will be outweighed by the benefits of that program and even helping direct people so

that we are retaining open space, perhaps not retaining

that configuration, but we are retaining that, just to your

point, just a bit more privacy in the rear yard. So I would make a motion to support the staff recommendation.

>> **PRESIDENT Koppel:** I will make a second.

>> **Clerk:** thank you. If there is nothing further by commissioners, there is a

motion that has been seconded

to approve with modification. On that motion -- [Roll Call]

>> **Clerk:** so moved, commissioners. That motion passes unanimously

6-0, and places us on items

Exhibit M

April 2, 2026

To City and County of San Francisco:

Director of Planning
49 South Van Ness Avenue
San Francisco, CA 94103
Email: sarah.dennis-phillips@sfgov.org
Certified Mail — Return Receipt No. 9589 0710 5270 1120 5148 49

Office of the City Attorney — David Chiu
Attention: Brian Crossman
1 Dr. Carlton B. Goodlett Place, Room 234
San Francisco, CA 94102
Email: brian.crossman@sfcityattorney.org
Certified Mail — Return Receipt No. 9589 0710 5270 1120 5148 56

[Sent Via Email and Certified Mail – Return Receipt]

**Re: Service of Hearing Transcripts Pursuant to Settlement Agreement Article 20
Turon v. CCSF, Case No. 3:21-cv-07724-TLT (N.D. Cal.)
Property: 2722–2724 Folsom Street | Block/Lot 3641/002**

City Officials and City Attorney:

Under Article 20 of the Settlement Agreement, I am serving two court transcripts on the City and each department named in the Agreement and in Ordinance 291-24.

The transcripts are as follows:

1. January 29, 2026 hearing before Judge Trina L. Thompson. 25 pages. Court reporter: Josie Amant, CSR 3390.
2. February 3, 2026 hearing before Judge Trina L. Thompson. 23 pages. Court reporter: Andrea Bluedorn, RMR, CRR, CRC.

Both hearings arose from the City's Motion to Enforce. They resulted in the Court's February 4 Order (ECF 145). In that Order, the Court denied the City's motion. It found that my Notice of Special Restrictions complied with the Settlement Agreement. It directed both sides to resolve open items through normal channels. It found that I had acted in good faith. ECF 145 at 5:10–12.

These transcripts are verbatim records of what both sides said and what the Court found. I serve them so every City office bound by the Agreement and Ordinance 291-24 has a complete record of the Court's statements.

Since the February 4 Order, I have taken the steps the Court directed. I applied for a Temporary Certificate of Occupancy. I requested a Letter of Determination from the Planning Department. I asked the Commission Secretary to set a hearing date. I filed public records requests under the CPRA and Sunshine Ordinance. The status of each request is in my correspondence files and available for the Court's review.

I reserve all rights under the Settlement Agreement. That includes the right to seek enforcement and to present these transcripts to the Court. I serve them now so the City has fair notice of the record we intend to rely on.

Please confirm receipt of this letter and the attached transcripts.

Respectfully,

Michael J. Turon
2722 Folsom Street
San Francisco, CA 94110
turon@cantab.net | (415) 938-7855

cc:

Samuel Ray (sam@collaray.com)
Corey Teague, Zoning Administrator (corey.teague@sfgov.org)¹
Jonas Ionin, Commission Secretary (jonas.ionin@sfgov.org)²
David Kane, Interim Director of DBI (david.kane@sfgov.org)³

Enclosures:

Exhibit A: Transcript — January 29, 2026 Hearing (25 pp.)

Exhibit B: Transcript — February 3, 2026 Hearing (23 pp.)

¹ Certified Mail — Return Receipt No. 9589 0710 5270 1120 5148 63

² Certified Mail — Return Receipt No. 9589 0710 5270 1120 5148 70

³ Certified Mail — Return Receipt No. 9589 0710 5270 1120 5148 87

Exhibit A

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
MICHAEL J. TURON,

Petitioner,

vs.

CASE NO. 21-cv-07724

CITY AND COUNTY OF SAN FRANCISCO,
SAN FRANCISCO PLANNING COMMISSION,

**CERTIFIED
TRANSCRIPT**

Respondents.

_____ /

TRANSCRIPT OF PROCEEDINGS
BEFORE UNITED STATES DISTRICT JUDGE TRINA L. THOMPSON
(via digital audio file)

STENOGRAPHICALLY TRANSCRIBED BY:

JOSIE AMANT, C.S.R.
License No. CSR-3390

TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 COURT STAFF: Now calling Case Number
2 21-cv-07724, Turon vs. San Francisco, et al.

3 Counsel, will you please state your
4 appearances, beginning with the plaintiff.

5 MR. RAY: Good afternoon, your Honor. Samuel
6 Ray, R-a-y, for Plaintiff Michael Turon.

7 THE COURT: Good afternoon, sir.

8 MR. CROSSMAN: Good afternoon, your Honor.
9 Deputy City Attorney Brian Crossman for Defendant City
10 and County of San Francisco.

11 THE COURT: Good afternoon. All right. This
12 is a case that has probably been in my docket for a
13 while. I do have a very vivid memory of how long it
14 took for the case to get on the Board of Supervisors
15 agenda and the length of time to get the settlement
16 worked out and even asking for updates and an
17 explanation of how that process worked, so just so that
18 you know that I still have a very clear independent
19 memory of how this went.

20 So one of the questions that I do have, it
21 appears that the Notice of Special Restrictions was
22 lodged and I took a close look at ECF 120-2, which is, I
23 believe, found at page 112 in Exhibit L, and I wanted to
24 just hear from you, do we really need to have a full
25 hearing on Tuesday given the status of the case, given



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 that there is a Notice of Special Restrictions now
2 lodged and just where things are and I'd like to hear
3 from both of you just in a relaxed format where you just
4 tell me your position and how this matter can come to a
5 final conclusion. So starting with Mr. Ray.

6 MR. RAY: Thank you, your Honor. Yeah, your
7 Honor is correct, my client did record a Notice of
8 Special Restrictions in November. You know, there's --
9 there's still an existing dispute over some of the terms
10 of the Notice of Special Restrictions, but it's been
11 whittled down drastically from the scope of the original
12 motion.

13 As your Honor recalls, there's an NSR that's
14 attached to the City's motion --

15 THE COURT: Uh-huh.

16 MR. RAY: -- that's -- that's quite expanded.
17 It's different than the one attached to the settlement
18 agreement. My client recorded an NSR that, you know,
19 substantially, complies from our position with the
20 settlement agreement and we did file a Joint Status
21 Conference Statement to try and outline some of the
22 these issues --

23 THE COURT: Uh-huh.

24 MR. RAY: -- and, you know, at least from
25 Plaintiff's perspective, the main issue remaining is



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 whether or not the correct permit number is listed on
2 the Notice of Special Restrictions.

3 THE COURT: Now, I also saw that there was
4 mention -- I mean, there were so many filings and I feel
5 like I now know a lot about the permit office and all of
6 the things that we have to do if we want to do any
7 modifications, but one of the questions I have is it
8 appeared in the filings that there was some reference
9 that Plaintiff tried to get Defendant to take a look at
10 what they had generated before the actual filing of the
11 NSR and I think there might be a dispute about whether
12 that happened or not, but could you give me some clarity
13 about that. This is the informal hearing, so I just
14 want to know where did things kind of go awry?

15 MR. RAY: Yes, your Honor. In early to mid
16 November, before we recorded the NSR, we did send it
17 over to the City for feedback and then -- and then
18 recorded it afterwards.

19 THE COURT: And about how much time elapsed
20 between your asking for feedback and having to go ahead
21 and file it?

22 MR. RAY: Your Honor, informally, it was a
23 week, maybe a little bit shorter than that. I would
24 have to look into the filings to see what the exact
25 timing of it was.



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 THE COURT: Uh-huh.

2 MR. CROSSMAN: Your Honor, may I respond to
3 that question as well?

4 THE COURT: Yes, absolutely.

5 MR. CROSSMAN: Thank you. I -- I agree with
6 Mr. Ray, we did -- he did provide us the copy of the NSR
7 that they were proposing to record.

8 THE COURT: Uh-huh.

9 MR. CROSSMAN: I think we addressed this in
10 our supplemental briefing. We were a little bit
11 concerned with what we received because the
12 correspondence indicated that all they had done was add
13 the building permit number, when, in fact, there were
14 some other changes that we felt were material to the
15 language that we had spent months negotiating. I raised
16 those objections with Mr. Ray as soon as I noticed them,
17 I believe the day he sent it to me or the day after, and
18 told him I would need to discuss those with the -- with
19 my client, the Zoning Administrator, who had helped
20 negotiate this document.

21 I did that, however, before we were able to
22 provide that feedback to Mr. Ray, Plaintiff went ahead
23 and recorded that NSR over our objections and without
24 the feedback from the Zoning Administrator. To the best
25 of my recollection, it was a matter of days. I think we



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 received the NSR on a Thursday or Friday and it was
2 recorded the following Tuesday, something like that.

3 THE COURT: Uh-huh.

4 MR. RAY: I think -- I think it was five days
5 now. I looked back on it. So that general timeframe is
6 correct.

7 You know, one of the original issues is my
8 client really wanted a Word version of the -- of the
9 NSR, so we could redline it, but we didn't have one, so
10 we did the best we could. The changes are pretty
11 minimal, you know, a few words here and there to make
12 it, essentially, comport with the settlement agreement.
13 The settlement agreement does say, you know, in
14 substantial compliance, not verbatim and there were
15 blanks in there that needed to be filled in, plus, you
16 know, a few additional words.

17 MR. CROSSMAN: And, your Honor, on that point,
18 the City did share several Word versions of that NSR
19 with Plaintiff while we were negotiating it. The NSR
20 went back and forth multiple times and that language was
21 reviewed and modified by counsel for both parties, so
22 the time to add additional language or modify those
23 requirements was when we were negotiating the NSR prior
24 to its approval by both parties.

25 THE COURT: Now, do you agree or disagree that



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 there has now been compliance that didn't require the
2 Court's intervention in filing the NSR? Although you
3 quarrel with some of the language, but also looking back
4 at the settlement agreement, do you agree or disagree
5 that they have now complied?

6 MR. CROSSMAN: The City disagrees, your Honor,
7 and there are two primary reasons why the City disagrees
8 with that. The first is the permit number that is
9 called out on the November NSR. The building permit
10 number that Plaintiffs put on that NSR is not a valid
11 building permit. It's a permit that Mr. Turon attempted
12 to file in January of 2025, I believe. He was advised
13 upon submitting that application that it could not be
14 approved because, for one, it referenced only the
15 settlement agreement, it didn't reference the actual
16 work that was going to be conducted under that permit,
17 so it didn't comply with the Building Code in that
18 respect; two, it -- it sought work that required the
19 regulatory approval from the Planning -- from the
20 Planning Commission, the Conditional Use Authorization,
21 and so the Department of Building inspection advised him
22 that he needed to get that Planning approval before he
23 could apply for his building permit and that's the
24 sequencing that's contemplated in the settlement
25 agreement as well.



1 So that building permit was cancelled, it was
2 never approved by either the Department of Building
3 Inspection or the Planning Department and so,
4 accordingly, the NSR that is recorded now includes this
5 invalid and cancelled permit to which, really, no
6 conditions attach. That was problem number one and why
7 it doesn't comply -- the first reason why it doesn't
8 comply with Section 4.3 of the settlement agreement.

9 The second reason is because of some of these
10 language changes that Plaintiff made. Again, as you can
11 probably tell from the filings, one of the key issues
12 and disputes in this case is whether this ADU is subject
13 to the rent limitations in San Francisco's rent
14 ordinance. That language was very carefully negotiated
15 in both the settlement agreement and this paragraph or
16 Provision 4 of the NSR.

17 Plaintiff, in recording the NSR in November,
18 changed that language to say, "applicable provisions of
19 the rent ordinance," which, in the City's mind, really
20 weakens the language that we had negotiated and --

21 THE COURT: How does it weaken the language?

22 MR. CROSSMAN: It introduces ambiguity as to
23 what an applicable provision of the rent ordinance is.
24 We were very clear, from our perspective, in both the
25 settlement ordinance and -- excuse me -- the settlement



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 agreement and the NSR that this was going to -- the rent
2 ordinance was going to apply, including the limitations
3 on rent increases and by adding the word, "applicable"
4 in there, in the City's view, that raises a question as
5 to which provisions of the rent ordinance actually apply
6 to this ADU.

7 THE COURT: So by using the word,
8 "applicable," it wouldn't be considered whatever
9 ordinances were in effect at the time that -- of the
10 recording, it would be broader than that?

11 MR. CROSSMAN: Well, I think what it does is I
12 think it -- frankly, I think it -- it -- it sort of tees
13 up another dispute between the parties as to whether or
14 not -- if this ADU is rented out, if the owner is
15 subject to the rent ordinance's rent limitations. I
16 understand that Mr. Turon and his counsel believe that
17 it is not and that's -- that's not consistent with the
18 settlement agreement or the City's understanding.

19 THE COURT: And if we look at the document as
20 a whole in its totality, is it still your position that
21 that one word creates an ambiguity?

22 MR. CROSSMAN: Yes, it is, as well as the
23 changes to the -- to the end of the NSR as well.

24 THE COURT: Uh-huh.

25 MR. CROSSMAN: There was some additional



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 language added. There was also the -- that is different
2 than what was negotiated.

3 THE COURT: Now, as you know, a case becomes
4 moot when there's no longer a case or controversy for
5 the purposes of Article 3 and then let's say that the
6 Court rules against you and feels that this is a
7 technical and that they have complied, they have
8 provided the building permit ordinance -- the building
9 permit application number, gave you an opportunity to
10 give them feedback, when they didn't hear feedback, they
11 filed it and if the Court were to find that that was
12 satisfactory, why would the County/City be in a position
13 to ask for attorneys fees? How could they be a
14 prevailing party in a case that might be moot?

15 MR. CROSSMAN: The City would still be the
16 prevailing party, your Honor, because if -- if
17 Petitioners -- if Petitioners could have avoided this
18 motion -- if this -- if the NSR that the Plaintiff has
19 filed here is, in fact, adequate and, obviously, we
20 disagree, but if that's -- if the Court determines that
21 it is, then the Plaintiffs should have filed this in
22 June when their deadline under the settlement agreement
23 lapsed.

24 We provided in June the settlement -- or the
25 NSR that we believe was required to be recorded at that



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 time. Plaintiff declined to record it. They declined
2 to propose these particular changes at that time. We
3 notified them of their breach under the settlement
4 agreement. We gave them more than the 45 days required
5 to cure that breach. They declined to cure that breach.
6 They declined to cure it, not quibbling over this sort
7 of language that appears in the November NSR, but they
8 declined it because they asserted that the City had
9 materially breached and they challenged the entire CUA
10 process and approval and -- and then that's really what
11 they opposed our motion onto as well.

12 I don't want to lose sight of that fact, that
13 the opposition here is that based on this recording in
14 November, it's based on allegations that the City
15 breached and, really, excused their -- Plaintiffs own
16 compliance. So as a consequence of that position that
17 the Plaintiffs took here, the City has been forced to
18 bring this motion. It's been forced to respond to
19 numerous administrative motions, all prior to filing of
20 this -- or, recording of this November NSR.

21 Those are all costs and fees that the City is
22 entitled to recover if the Court determines that the
23 Plaintiff cured, albeit three months late, its breach of
24 the settlement agreement, and so we would ask that even
25 if the Court determines that this NSR is adequate, and,



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 again, we don't believe that it is, but if that's the
2 Court's determination, we would still, respectfully,
3 request that the Court's order reflect an award of
4 attorneys fees to the City for its costs in, really,
5 enforcing this obligation of plaintiff to record some
6 Notice of Restrictions.

7 THE COURT: Uh-huh. All right. Turning to
8 the Plaintiff, if the Court were to find that there was
9 a valid quarrel with regard to your voluntary compliance
10 and the case is not moot, or, conversely, that it is
11 moot, but that the Defendant has made a case that this
12 could be -- this could be something that reoccurs,
13 basically, that's the argument, is that it's ambiguous,
14 this could result in revisiting all of this all over
15 again, which might open the door to the Court taking a
16 closer look as to whether it's, in fact, moot, what is
17 your position? And I'll give you some cases that I've
18 looked at so that you can, perhaps, give me some
19 feedback. They're cases that you probably already have
20 in your briefing, so -- but just so that you'll know
21 which ones I'm focused on, I'll give you those at the
22 conclusion of this discussion.

23 MR. RAY: Sure. To address one point Mr.
24 Crossman made, with respect to the changes to the NSR,
25 this language, "applicable," it's not something my



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 client made up. It's directly from the Planning Code
2 section that governs State ADU laws, which would be
3 Planning Code Section 207.2 and in subsection -- let's
4 see here -- (c)8, it says, "ADUs shall comply with any
5 applicable controls and" -- or -- sorry, I gave you the
6 wrong subsection.

7 In subsection (g), it says, "An ADU or JADU
8 constructed pursuant to this Section 207.2 may be rented
9 and is subject to all applicable provisions of the
10 rent" -- "Residential Rent Stabilization and Arbitration
11 Ordinance." So it's pulled directly from there and it's
12 meant to have the statute that governs the State ADU and
13 the NSR be harmonious. So that's one thing.

14 With respect to the issue of mootness, you
15 know, our position is it is moot. You know, it seems
16 like the Defendants, or the City, is arguing kind of the
17 catalyst theory, that their motion is the reason that we
18 filed it, but, in reality, there's an underlying dispute
19 that's separate from the motion and that pertains to the
20 validity of the CUA. I think that's -- that's addressed
21 in our opposition for that reason, because it,
22 essentially, created a situation where it made it very
23 difficult for Mr. Turon to record an NSR, which
24 dovetails into kind of the permitting issue that is the
25 nature of the dispute we're having now.



1 My client applied for one Conditional Use
2 Authorization, it was modified by the City and ended up
3 going through a Conditional Use process that added in
4 the State ADU construction and that, actually, violates
5 the State ADU law and the Planning Code provision 207.2
6 governing -- governing Accessory Dwelling Units. So
7 this is kind of the fundamental problem that we're
8 having with the settlement, but that's -- that's almost,
9 you know, an aside to what's going on here because my
10 client recorded an NSR and he did the best he could with
11 the situation at hand.

12 THE COURT: So they're saying it's a delay.
13 Do you believe that they're prejudiced by the delay,
14 that it undermines the settlement agreement and that
15 this dispute can, in fact, reoccur?

16 MR. RAY: I don't see how they would be
17 prejudiced by the delay because the State ADU hasn't
18 been constructed yet. So all the restrictions in the
19 NSR pertain directly to the -- the -- the -- a State ADU
20 that doesn't exist yet because we're still dealing with
21 these other issues in the settlement agreement. So I --
22 there's really nothing to restrict right now even though
23 it's recorded against title to my client's property.

24 And, secondly, you know, back to this permit
25 number issue, these restrictions exist -- you know, you



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 could put whatever number you want in there, but -- and
2 my client's property would still be similarly restricted
3 because these enumerated items are recorded against
4 title to his property, so, you know, another point to
5 why this dispute is also moot.

6 Did I answer your Honor's question?

7 THE COURT: I think so. All right.

8 MR. CROSSMAN: Your Honor, may I respond just
9 briefly?

10 THE COURT: Yes.

11 MR. CROSSMAN: I -- with respect to the
12 Planing Code 207.2 provisions, that language may be
13 applicable if somebody comes into the Planning
14 Department and applies for an ADU, but that's not the
15 situation that we have here. We have a negotiated
16 settlement agreement and contract that applied different
17 language, which was also negotiated by the parties and
18 their counsel, and so the City's position is that is the
19 language that -- that should govern.

20 In terms of prejudice to the City, certainly,
21 the City has incurred a lot of costs in -- in -- in
22 enforcing this particular provision of the settlement
23 agreement. The Article 11 in the settlement agreement
24 doesn't require the City to prove prejudice from a
25 breach. If there was a breach and -- and the City



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 prevails in its action, it would be entitled to its fees
2 and costs under the settlement agreement.

3 And I just want to point out one other thing.
4 Mr. Ray, I think, is right in some respect, in that
5 these restrictions that the Planning Commission -- that
6 are adopted in the settlement agreement and adopted by
7 the Planning Commission, they exist and they're
8 enforceable, but by introducing this ambiguity in the --
9 in a notice of recorded -- in a recorded Notice of
10 Restrictions, it presents the possibility that even if
11 the dispute doesn't arise again with this particular
12 owner, a bona fide purchaser in the future may say that
13 they're not subject to these restrictions because the
14 only notice on record here includes this sort of
15 ambiguous language and is different than the -- than the
16 settlement agreement or the CU that was negotiated with
17 this particular owner. So the City does have an
18 interest in ensuring that the notice that is recorded
19 includes the language that was negotiated and includes a
20 valid permit, not a cancelled building permit that --
21 that this owner or someone in the future might say
22 doesn't actually impose any restrictions because there
23 was never -- because the permit isn't valid.

24 THE COURT: Okay. And is that speculation or
25 is that a best educated guess with some high probability



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 of occurring?

2 MR. CROSSMAN: Well, it's -- it is an educated
3 guess based on experience, not only with this property
4 owner, but with -- with Notices of Special Restrictions
5 in San Francisco. Obviously, we don't know what's going
6 to happen with this particular property or who might own
7 it in the future or what they might assert, but that,
8 hopefully, gives the Court some context for why the City
9 cares about the notices.

10 THE COURT: All right. Because the underlying
11 theme that I see in the moving papers after reading the
12 volume was that, technically, everything has been
13 complied with, that it occurred before the Court
14 intervened and it was a voluntary change in conduct,
15 although, later than expected, but, definitely, before
16 the Court got involved and then we're looking at whether
17 the City should prevail, be considered a prevailing
18 party under the circumstances for purposes of a fee
19 award.

20 So the cases that I'm looking at in terms of
21 mootness are as follows: Federal Bureau of
22 Investigation vs. Fikre, F-i-k-r-e, found at 601 U.S.
23 234, decided in 2024; Already, LLC vs. Nike,
24 Incorporated, 133 Supreme Court, 721, decided in 2013,
25 and quoting Murphy vs. Hunt. In terms of whether the



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 City can be deemed a prevailing party, *Berry vs. A.F.*,
2 as in *Frank, Cent. Welfare Fund*, 115 F.4th 948, Ninth
3 Circuit, decided 2024.

4 So I'm going to continue monkeying at this.
5 I've kind of given you my tentative is that there has
6 been compliance and that the Court need not be involved
7 further in terms of a motion to enforce settlement
8 because it's now moot, but I will take into
9 consideration all of the comments counsel has made. If
10 you would like to reserve oral argument for Tuesday, you
11 do have space on the calendar. There are three other
12 cases on that day, so I can -- I'm trying to give you
13 all of this so that if you want to provide any final
14 response of any kind, no more than two pages, I may be
15 able to decide this without oral argument, but I wanted
16 to give you plenty of time to talk because I know that
17 on Tuesday, it's going to be a very tight calendar.

18 So anything else you want me to know before we
19 sign off?

20 MR. RAY: Not from the Plaintiffs, your Honor.
21 Thank you.

22 MR. CROSSMAN: Your Honor, just so I'm clear,
23 is the Court requesting further briefing of less than
24 two pages or is that --

25 THE COURT: Well, I'm letting you know my



TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

1 tentative --

2 MR. CROSSMAN: Okay.

3 THE COURT: -- and if you want to try to
4 persuade me otherwise after I've given you those cases,
5 I'm giving you two pages to do it --

6 MR. CROSSMAN: All right.

7 THE COURT: -- and you should indicate, also,
8 whether you waive oral argument because I've let you
9 kind of just hash it out with me today without any
10 interference and you didn't have to travel, you didn't
11 have to park, some people can walk over, others have to
12 drive.

13 MR. CROSSMAN: Okay. Understood.

14 MR. RAY: Thank you, your Honor.

15 THE COURT: Thank you. All right, Robert.

16 COURT STAFF: All right. That concludes the
17 calendar and court is adjourned.

18 THE COURT: Thank you.

19 //

20 //

21

22

23

24

25



TRANSCRIPT OF PROCEEDINGS
MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

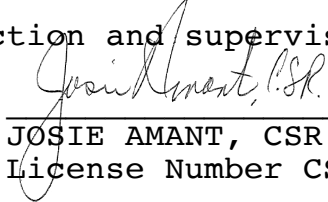
CERTIFICATE

STATE OF CALIFORNIA)

COUNTY OF SANTA CLARA)

I, Josie Amant, a Certified Shorthand
Reporter, License No. CSR-3390, certify that the
foregoing transcription from digital audio file was
reported by me, a person disinterested, to the best of
my ability, and was thereafter transcribed into
typewriting under my direction and supervision.

Date: 03/13/2026



JOSIE AMANT, CSR
License Number CSR-3390



TALTY COURT REPORTERS, INC.
taltys.com - 408.244.1900

20

TRANSCRIPT OF PROCEEDINGS
MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

(	actual 4:10 7:15	arise 16:11	cares 17:9
(c)8 13:4	add 5:12 6:22	Article 10:5 15:23	case 2:1,12,14,25 8:12 10:3, 4,14 12:10,11
(g) 13:7	added 10:1 14:3	assert 17:7	cases 12:17,19 17:20 18:12 19:4
1	adding 9:3	asserted 11:8	catalyst 13:17
11 15:23	additional 6:16,22 9:25	attach 8:6	Cent 18:2
112 2:23	address 12:23	attached 3:14,17	challenged 11:9
115 18:2	addressed 5:9 13:20	attempted 7:11	change 17:14
120-2 2:22	adequate 10:19 11:25	Attorney 2:9	changed 8:18
133 17:24	adjourned 19:17	attorneys 10:13 12:4	Circuit 18:3
2	administrative 11:19	Authorization 7:20 14:2	circumstances 17:18
2013 17:24	Administrator 5:19,24	avoided 10:17	City 2:9 4:17 6:18 7:6,7 10:15 11:8,14,17,21 12:4 13:16 14:2 15:20,21,24,25 16:17 17:8,17 18:1
2024 17:23 18:3	adopted 16:6	award 12:3 17:19	City's 3:14 8:19 9:4,18 15:18
2025 7:12	ADU 8:12 9:6,14 13:2,7,12 14:4,5,17,19 15:14	awry 4:14	clarity 4:12
207.2 13:3,8 14:5 15:12	ADUS 13:4	B	clear 2:18 8:24 18:22
21-cv-07724 2:2	advised 7:12,21	back 6:5,20 7:3 14:24	client 3:7,18 5:19 6:8 13:1 14:1,10
234 17:23	afternoon 2:5,7,8,11	based 11:13,14 17:3	client's 14:23 15:2
3	agenda 2:15	basically 12:13	close 2:22
3 10:5	agree 5:5 6:25 7:4	beginning 2:4	closer 12:16
4	agreement 3:18,20 6:12,13 7:4,15,25 8:8,15 9:1,18 10:22 11:4,24 14:14,21 15:16,23 16:2,6,16	Berry 18:1	Code 7:17 13:1,3 14:5 15:12
4 8:16	ahead 4:20 5:22	bit 4:23 5:10	comments 18:9
4.3 8:8	albeit 11:23	blanks 6:15	Commission 7:20 16:5,7
45 11:4	allegations 11:14	Board 2:14	compliance 6:14 7:1 11:16 12:9 18:6
6	ambiguity 8:22 9:21 16:8	bona 16:12	complied 7:5 10:7 17:13
601 17:22	ambiguous 12:13 16:15	breach 11:3,5,23 15:25	complies 3:19
7	appearances 2:4	breached 11:9,15	comport 6:12
721 17:24	appeared 4:8	Brian 2:9	concerned 5:11
9	appears 2:21 11:7	briefing 5:10 12:20 18:23	concludes 19:16
948 18:2	applicable 8:18,23 9:3,8 12:25 13:5,9 15:13	briefly 15:9	conclusion 3:5 12:22
A	application 7:13 10:9	bring 11:18	Conditional 7:20 14:1,3
A.F. 18:1	applied 14:1 15:16	broader 9:10	conditions 8:6
absolutely 5:4	applies 15:14	building 5:13 7:9,11,17,21, 23 8:1,2 10:8 16:20	conduct 17:14
Accessory 14:6	apply 7:23 9:2,5	Bureau 17:21	conducted 7:16
action 16:1	approval 6:24 7:19,22 11:10	C	Conference 3:21
	approved 7:14 8:2	calendar 18:11,17 19:17	consequence 11:16
	Arbitration 13:10	called 7:9	consideration 18:9
	arguing 13:16	calling 2:1	
	argument 12:13 18:10,15 19:8	cancelled 8:1,5 16:20	
		carefully 8:14	



TRANSCRIPT OF PROCEEDINGS
MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

considered 9:8 17:17	declined 11:1,5,6,8	essentially 6:12 13:22	Frank 18:2
consistent 9:17	deemed 18:1	et al 2:2	frankly 9:12
constructed 13:8 14:18	Defendant 2:9 4:9 12:11	exact 4:24	Friday 6:1
construction 14:4	Defendants 13:16	excuse 8:25	full 2:24
contemplated 7:24	delay 14:12,13,17	excused 11:15	Fund 18:2
context 17:8	Department 7:21 8:2,3 15:14	Exhibit 2:23	fundamental 14:7
continue 18:4	Deputy 2:9	exist 14:20,25 16:7	future 16:12,21 17:7
contract 15:16	determination 12:2	existing 3:9	
controls 13:5	determines 10:20 11:22,25	expanded 3:16	G
controversy 10:4	difficult 13:23	expected 17:15	gave 10:9 11:4 13:5
conversely 12:10	directly 13:1,11 14:19	experience 17:3	general 6:5
copy 5:6	disagree 6:25 7:4 10:20	explanation 2:17	generated 4:10
correct 3:7 4:1 6:6	disagrees 7:6,7		give 4:12 10:10 12:17,18,21 18:12,16
correspondence 5:12	discuss 5:18	F	giving 19:5
costs 11:21 12:4 15:21 16:2	discussion 12:22	F-I-K-R-E 17:22	Good 2:5,7,8,11
counsel 2:3 6:21 9:16 15:18 18:9	dispute 3:9 4:11 9:13 13:18, 25 14:15 15:5 16:11	F.4th 18:2	govern 15:19
County 2:10	disputes 8:12	fact 5:13 10:19 11:12 12:16 14:15	governing 14:6
County/city 10:12	docket 2:12	Federal 17:21	governs 13:2,12
court 2:1,7,11 3:15,23 4:3,19 5:1,4,8 6:3,25 8:21 9:7,19,24 10:3,6,11,20 11:22,25 12:7, 8,15 14:12 15:7,10 16:24 17:8,10,13,16,24 18:6,23,25 19:3,7,15,16,17,18	document 5:20 9:19	fee 17:18	guess 16:25 17:3
Court's 7:2 12:2,3	door 12:15	feedback 4:17,20 5:22,24 10:10 12:19	
created 13:22	dovetails 13:24	feel 4:4	H
creates 9:21	drastically 3:11	feels 10:6	hand 14:11
Crossman 2:8,9 5:2,5,9 6:17 7:6 8:22 9:11,22,25 10:15 12:24 15:8,11 17:2 18:22 19:2,6,13	drive 19:12	fees 10:13 11:21 12:4 16:1	happen 17:6
CU 16:16	Dwelling 14:6	felt 5:14	happened 4:12
CUA 11:9 13:20	E	fide 16:12	harmonious 13:13
cure 11:5,6	early 4:15	Fikre 17:22	hash 19:9
cured 11:23	ECF 2:22	file 3:20 4:21 7:12	hear 2:24 3:2 10:10
	educated 16:25 17:2	filed 10:11,19,21 13:18	hearing 2:25 4:13
	effect 9:9	filing 4:10 7:2 11:19	helped 5:19
	elapsed 4:19	filings 4:4,8,24 8:11	high 16:25
	end 9:23	filled 6:15	Honor 2:5,8 3:6,7,13 4:15,22 5:2 6:17 7:6 10:16 15:8 18:20,22 19:14
	ended 14:2	final 3:5 18:13	Honor's 15:6
	enforce 18:7	find 10:11 12:8	Hunt 17:25
	enforceable 16:8	focused 12:21	
	enforcing 12:5 15:22	forced 11:17,18	I
	ensuring 16:18	format 3:3	impose 16:22
	entire 11:9	found 2:23 17:22	includes 8:4 16:14,19
	entitled 11:22 16:1	Francisco 2:2,10 17:5	including 9:2
	enumerated 15:3	Francisco's 8:13	Incorporated 17:24
D			
day 5:17 18:12			
days 5:25 6:4 11:4			
deadline 10:22			
dealing 14:20			
decide 18:15			
decided 17:23,24 18:3			



TALTY COURT REPORTERS, INC.

taltys.com - 408.244.1900 dex: considered..Incorporated

TRANSCRIPT OF PROCEEDINGS
MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

increases 9:3	LLC 17:23	negotiated 8:14,20 10:2 15:15,17 16:16,19	paragraph 8:15
incurred 15:21	lodged 2:22 3:2	negotiating 5:15 6:19,23	park 19:11
independent 2:18	long 2:13	Nike 17:23	parties 6:21,24 9:13 15:17
informal 4:13	longer 10:4	Ninth 18:2	party 10:14,16 17:18 18:1
informally 4:22	looked 6:5 12:18	notice 2:21 3:1,7,10 4:2 12:6 16:9,14,18	people 19:11
inspection 7:21 8:3	lose 11:12	noticed 5:16	permit 4:1,5 5:13 7:8,9,11, 16,23 8:1,5 10:8,9 14:24 16:20,23
interest 16:18	lot 4:5 15:21	notices 17:4,9	permitting 13:24
interference 19:10	M	notified 11:3	perspective 3:25 8:24
intervened 17:14	made 8:10 12:11,24 13:1,22 18:9	November 3:8 4:16 7:9 8:17 11:7,14,20	persuade 19:4
intervention 7:2	main 3:25	NSR 3:13,18 4:11,16 5:6,23 6:1,9,18,19,23 7:2,9,10 8:4, 16,17 9:1,23 10:18,25 11:7, 20,25 12:24 13:13,23 14:10, 19	pertain 14:19
introduces 8:22	make 6:11	number 2:1 4:1 5:13 7:8,10 8:6 10:9 14:25 15:1	pertains 13:19
introducing 16:8	material 5:14	numerous 11:19	Petitioners 10:17
invalid 8:5	materially 11:9	O	plaintiff 2:4,6 4:9 5:22 6:19 8:10,17 10:18 11:1,23 12:5,8
Investigation 17:22	matter 3:4 5:25	objections 5:16,23	Plaintiff's 3:25
involved 17:16 18:6	meant 13:12	obligation 12:5	Plaintiffs 7:10 10:21 11:15, 17 18:20
issue 3:25 13:14,24 14:25	memory 2:13,19	occurred 17:13	Planing 15:12
issues 3:22 6:7 8:11 14:21	mention 4:4	occurring 17:1	Planning 7:19,20,22 8:3 13:1,3 14:5 15:13 16:5,7
items 15:3	Michael 2:6	office 4:5	plenty 18:16
J	mid 4:15	open 12:15	point 6:17 12:23 15:4 16:3
JADU 13:7	mind 8:19	opportunity 10:9	position 3:4,19 9:20 10:12 11:16 12:17 13:15 15:18
January 7:12	minimal 6:11	opposed 11:11	possibility 16:10
Joint 3:20	modifications 4:7	opposition 11:13 13:21	prejudice 15:20,24
June 10:22,24	modified 6:21 14:2	oral 18:10,15 19:8	prejudiced 14:13,17
K	modify 6:22	order 12:3	presents 16:10
key 8:11	monkeying 18:4	ordinance 8:14,19,23,25 9:2,5 10:8 13:11	pretty 6:10
kind 4:14 13:16,24 14:7 18:5,14 19:9	months 5:15 11:23	ordinance's 9:15	prevail 17:17
L	moot 10:4,14 12:10,11,16 13:15 15:5 18:8	ordinances 9:9	prevailing 10:14,16 17:17 18:1
language 5:15 6:20,22 7:3 8:10,14,18,20,21 10:1 11:7 12:25 15:12,17,19 16:15,19	mootness 13:14 17:21	original 3:11 6:7	prevails 16:1
lapsed 10:23	motion 3:12,14 10:18 11:11, 18 13:17,19 18:7	outline 3:21	primary 7:7
late 11:23	motions 11:19	owner 9:14 16:12,17,21 17:4	prior 6:23 11:19
law 14:5	moving 17:11	P	probability 16:25
laws 13:2	multiple 6:20	pages 18:14,24 19:5	problem 8:6 14:7
length 2:15	Murphy 17:25	papers 17:11	process 2:17 11:10 14:3
letting 18:25	N		property 14:23 15:2,4 17:3,6
limitations 8:13 9:2,15	nature 13:25		propose 11:2
listed 4:1	needed 6:15 7:22		proposing 5:7
	negotiate 5:20		



TRANSCRIPT OF PROCEEDINGS
MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

prove 15:24 provide 5:6,22 18:13 provided 10:8,24 provision 8:16,23 14:5 15:22 provisions 8:18 9:5 13:9 15:12 pulled 13:11 purchaser 16:12 purposes 10:5 17:18 pursuant 13:8 put 7:10 15:1 Q quarrel 7:3 12:9 question 5:3 9:4 15:6 questions 2:20 4:7 quibbling 11:6 quoting 17:25 R R-A-Y 2:6 raised 5:15 raises 9:4 Ray 2:5,6 3:5,6,16,24 4:15, 22 5:6,16,22 6:4 12:23 14:16 16:4 18:20 19:14 reading 17:11 reality 13:18 reason 8:7,9 13:17,21 reasons 7:7 recalls 3:13 received 5:11 6:1 recollection 5:25 record 3:7 5:7 11:1 12:5 13:23 16:14 recorded 3:18 4:16,18 5:23 6:2 8:4 10:25 14:10,23 15:3 16:9,18 recording 8:17 9:10 11:13, 20 recover 11:22 redline 6:9 reference 4:8 7:15	referenced 7:14 reflect 12:3 regard 12:9 regulatory 7:19 relaxed 3:3 remaining 3:25 rent 8:13,19,23 9:1,3,5,15 13:10 rented 9:14 13:8 reoccur 14:15 reoccurs 12:12 request 12:3 requesting 18:23 require 7:1 15:24 required 7:18 10:25 11:4 requirements 6:23 reserve 18:10 Residential 13:10 respect 7:18 12:24 13:14 15:11 16:4 respectfully 12:2 respond 5:2 11:18 15:8 response 18:14 restrict 14:22 restricted 15:2 restrictions 2:21 3:1,8,10 4:2 12:6 14:18,25 16:5,10, 13,22 17:4 result 12:14 reviewed 6:21 revisiting 12:14 Robert 19:15 rules 10:6 S Samuel 2:5 San 2:2,10 8:13 17:5 satisfactory 10:12 scope 3:11 section 8:8 13:2,3,8 send 4:16 separate 13:19	sequencing 7:24 settlement 2:15 3:17,20 6:12,13 7:4,15,24 8:8,15,25 9:18 10:22,24 11:3,24 14:8, 14,21 15:16,22,23 16:2,6,16 18:7 share 6:18 shorter 4:23 sight 11:12 sign 18:19 similarly 15:2 sir 2:7 situation 13:22 14:11 15:15 sort 9:12 11:6 16:14 sought 7:18 space 18:11 Special 2:21 3:1,8,10 4:2 17:4 speculation 16:24 spent 5:15 Stabilization 13:10 STAFF 2:1 19:16 starting 3:5 state 2:3 13:2,12 14:4,5,17, 19 Statement 3:21 status 2:25 3:20 statute 13:12 subject 8:12 9:15 13:9 16:13 submitting 7:13 subsection 13:3,6,7 substantial 6:14 substantially 3:19 Supervisors 2:14 supplemental 5:10 Supreme 17:24 T taking 12:15 talk 18:16 technical 10:7 technically 17:12 tees 9:12	tentative 18:5 19:1 terms 3:9 15:20 17:20,25 18:7 theme 17:11 theory 13:17 thing 13:13 16:3 things 3:2 4:6,14 Thursday 6:1 tight 18:17 time 2:15 4:19 6:22 9:9 11:1, 2 18:16 timeframe 6:5 times 6:20 timing 4:25 title 14:23 15:4 today 19:9 told 5:18 totality 9:20 travel 19:10 Tuesday 2:25 6:2 18:10,17 Turning 12:7 Turon 2:2,6 7:11 9:16 13:23 U U.S. 17:22 Uh-huh 3:15,23 5:1,8 6:3 9:24 12:7 underlying 13:18 17:10 undermines 14:14 understand 9:16 understanding 9:18 Understood 19:13 Units 14:6 updates 2:16 V valid 7:10 12:9 16:20,23 validity 13:20 verbatim 6:14 version 6:8 versions 6:18 view 9:4
--	---	--	---



TALTY COURT REPORTERS, INC.
taltys.com - 408.244.1900

Index: prove..view

TRANSCRIPT OF PROCEEDINGS

MICHAEL J. TURON vs SAN FRANCISCO PLANNING COMMISSION

violates 14:4

vivid 2:13

volume 17:12

voluntary 12:9 17:14

W

waive 19:8

walk 19:11

wanted 2:23 6:8 18:15

weaken 8:21

weakens 8:20

week 4:23

Welfare 18:2

whittled 3:11

word 6:8,18 9:3,7,21

words 6:11,16

work 7:16,18

worked 2:16,17

wrong 13:6

Z

Zoning 5:19,24



TALTY COURT REPORTERS, INC.
taltys.com - 408.244.1900

Index: violates..Zoning

Exhibit B

Pages 1 - 23

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Before The Honorable Trina L. Thompson, Judge

MICHAEL J. TURON,)
)
Plaintiff,)
)
vs.) **NO. 3:21-cv-07724-TLT**
)
CITY AND COUNTY OF)
SAN FRANCISCO, et al,)
)
Defendants.)

San Francisco, California
Monday, February 3, 2026

TRANSCRIPT OF PROCEEDINGS

APPEARANCES:

For the Plaintiff:

COLLA & RAY LLP
250 Columbus Avenue, Ste 200
San Francisco, CA 94133

BY: SAMUEL CHARLES RAY, ATTORNEY AT LAW

For the Defendants:

SAN FRANCISCO CITY ATTORNEY'S OFFICE
1 Dr. Carlton B. Goodlett Pl
City Hall, Room 234
San Francisco, CA 94102

BY: BRIAN F. CROSSMAN, ATTORNEY AT LAW

REPORTED REMOTELY BY: Andrea Bluedorn, RMR, CRR, CRC
Official United States Reporter

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

APPEARANCES : (CONTINUED)

Also Present: **MICHAEL J. TURON, Plaintiff**

Monday, February 3rd, 2026

2:28 p.m.

P R O C E E D I N G S

---o0o---

COURTROOM DEPUTY: Now calling case number
21-cv-07724, Turon vs. San Francisco, et al.

Counsel, would you please come forward to the podiums
and state your appearances beginning with the plaintiff.

THE COURT: And keep in mind, counsel, you have 30
minutes. You don't have to use the entire 30 minutes. We have
met before and had some informal discussion and I believe the
Court has focused each counsel on those areas of which the
Court is most concerned.

Please come forward and make your identifications at
the podium.

MR. RAY: Good afternoon, Your Honor.

Samuel Ray, R-A-Y, for plaintiff. My client is here
today as well.

THE COURT: All right. Good afternoon and good
afternoon, Mr. Turon.

MR. CROSSMAN: Good afternoon, Your Honor.

Deputy City Attorney Brian Crossman for City and
County of San Francisco.

THE COURT: Good afternoon.

Well it's a pleasure to see both of you in 3D.

Now then, I'll give you an opportunity to have pen and

1 paper just because I have a couple of questions to follow up on
2 previous questions and then I will try not to interrupt you
3 during your presentation.

4 Does plaintiff's notice of special restrictions now
5 sufficiently meet the requirement of the settlement agreement?
6 That's where we started when we were speaking informally.

7 What does the City or plaintiff need to do from now on
8 to fully satisfy this settlement agreement if it is either
9 parties' position that the notice of special restrictions do
10 not satisfy and meet the requirements of the settlement
11 agreement?

12 ECF 120-2 contains an email communication between the
13 parties, specifically on pages 111 of 206, the City quotes a
14 paragraph stating that "the property owner must record a Notice
15 of Special Restrictions prepared by the planning department
16 with the recorder of the City and County of San Francisco for
17 the subject property." Is this requirement included in the
18 settlement agreement, and, if so, point the Court to exactly
19 where it is.

20 We also have reviewed California Civil Code 1717(a),
21 which provides that the fees and cost incurred to enforce the
22 contract shall be awarded to either party or the prevailing
23 party. Case law suggests that this provision can be and should
24 be interpreted broadly. What is the plaintiff's position on
25 this matter?

1 There was some disagreement about whether Federal Law
2 controls when it comes to attorneys fees and whether is
3 substantive or procedural, so keep that in mind as you address
4 those points.

5 And, at this time, we'll begin with the plaintiff --
6 strike that. We'll begin with the defendant who has asked the
7 Court to enforce the settlement agreement. Plaintiff's
8 position is they have satisfied the settlement agreement
9 without court intervention.

10 You may proceed.

11 **MR. CROSSMAN:** Thank you, Your Honor.

12 I'll start -- begin by addressing the Court's
13 questions which I think will cover much of my presentation.
14 I'm not sure that I will have much more beyond that.

15 But as the Court is aware, the City's position is that
16 the NSR -- the Notice of Special Restrictions -- plaintiff
17 recorded in November does not meet the requirements of the
18 settlement agreement. I think we've addressed the reasons why
19 the City believes that to be the case. It has to do with the
20 modifications that plaintiff unilaterally made prior to
21 recording that Notice of Special Restrictions.

22 And as we discussed last week, that particular notice
23 was something that counsel for the parties negotiated
24 extensively, included, and incorporated into the settlement
25 agreement, and so the City's position is that it was

1 inappropriate for the plaintiff to unilaterally modify and
2 record that. I think the last modification that they made to
3 that Notice of Special Restrictions in that final paragraph is
4 illustrative of the problem here. That paragraph as
5 negotiated, drafted, and approved by the parties said that any
6 modifications to the conditions in the Notice of Special
7 Restrictions in order to be valid needed to be approved and
8 recorded by the zoning administrator by the City and County of
9 San Francisco.

10 That obviously didn't happen here. Plaintiff modified
11 condition number 4 in particular without the approval of the
12 zoning administrator and recorded that on his own. The zoning
13 administrator didn't record that. And I think, again, we
14 discussed some of the meet and confer about that --

15 **THE COURT:** Now keep in mind, we have a court reporter
16 for this hearing. The previous hearing was an informal status
17 conference to determine whether this matter needed to go
18 forward as it relates to the motion.

19 And also, please clearly answer the Court's question
20 whether the Notice of Special Restrictions now sufficiently
21 meet the requirements of the settlement agreement and that any
22 additional requirements or discussions were also contained in
23 the settlement agreement.

24 Finally, the Court recalls during the status
25 conference plaintiff proffered that they had submitted the

1 informal document or the document 2B attached to the property
2 for the City's review and there was some delay in response and
3 the plaintiff moved forward and filed.

4 So first and foremost, does the Notice of Special
5 Restrictions now sufficiently meet the requirement of the
6 settlement agreement? If not, why not, and does it make it
7 void?

8 **MR. CROSSMAN:** It does not meet the requirements of
9 the settlement agreement. The reason it doesn't meet the
10 requirements of the settlement agreement is because of the
11 modifications to the language that was in the settlement
12 agreement.

13 I think the Court also asked what needs to happen in
14 order to meet the requirements of the settlement agreement.
15 From the City's position, in order to meet -- it's section 4.3
16 of the settlement agreement -- plaintiff would need to record
17 the -- what the parties have referred to as the Exhibit D NSR.
18 That Exhibit D NSR was provided to plaintiff on June 24th,
19 2025, and it can be found at ECF 120-2, page 111 -- I'm sorry.
20 That's the email. The actual NSR is 120-2, page 116.

21 **THE COURT:** All right. And I'm trying to see where we
22 are in terms of the language. If I recall, the language seemed
23 to dovetail the ordinance.

24 If it does, is this technically -- maybe I'll modify
25 it. Is this technically satisfying the requirements of the

1 settlement agreement with the Notice of Special Restrictions
2 because the -- and then talk about the purpose of the Notice of
3 Special Restrictions and does it accomplish the goal?

4 **MR. CROSSMAN:** So the purpose of the Notice of Special
5 Restrictions is -- really is for future property owners to
6 understand exactly what restrictions apply to the property and
7 how those restrictions might be applied. In this case, the
8 City adopted or approved plaintiff's conditional use
9 authorization which sets forth various restrictions for the
10 property. But at least as of right now, that conditional use
11 authorization is not recorded against the property.

12 A future owner may not be aware of that conditional
13 use authorization. And so a Notice of Special Restrictions
14 puts the public on notice of what restrictions apply to the
15 property. That's true in sort of the typical sense.

16 In this case, the settlement agreement had a very
17 special or specific notice of special restrictions. That is
18 the one attached as Exhibit D to the settlement agreement.
19 That addressed some specific negotiated restrictions with
20 respect to the ADU that was contemplated by this settlement.

21 Again, the City's position is that that NSR that the
22 parties negotiated differs from the one that plaintiff
23 recorded. And the reason is because they added language like
24 applicable provisions of the rent ordinance versus the Exhibit
25 D NSR that said that ADU shall be subject to the rent ordinance

1 including the rent limitation. It was very clear about the
2 settlement agreement and in the NSR that this ADU would be
3 subject to that specific limitation in the rent ordinance.

4 And I believe what plaintiff is attempting to do is to
5 open up a possibility that maybe some portions of the rent
6 ordinance don't apply to this ADU by inserting the word
7 applicable there, which was not part of the parties negotiated
8 agreement.

9 **THE COURT:** Now are there any requests by the City
10 that were not part of the settlement agreement that resulted in
11 this quarrel?

12 **MR. CROSSMAN:** Not with respect to section 4.3 of the
13 settlement agreement. The City's position is that all that is
14 required to satisfy section 4.3 is recording that Exhibit D
15 NSR.

16 **THE COURT:** And the only modification is the word
17 applicable?

18 **MR. CROSSMAN:** No, not the only modification. That is
19 one modification. There are at least two other modifications
20 that are material.

21 The first one is the building permit number.
22 Plaintiff added an invalid building permit number to that
23 Notice of Special Restrictions and so now with that invalid
24 number permit, it says planning department has approved these
25 conditions with -- as part its approval of this building

1 permit.

2 But no one has ever approved that building permit. In
3 fact, plaintiff, when he filed that was told it would have to
4 be rejected and it could not be reused. So it's unclear on why
5 he continues to reuse it now as part of this notice eleven
6 months later. That's one problem.

7 The second problem is the applicable language we
8 discussed.

9 Third problem is in that final paragraph of the Notice
10 of Special Restrictions where they have modified the language
11 that requires the approval and recording by the zoning
12 administrator --

13 **THE COURT:** How long does it take a zoning
14 administrator to approve?

15 **MR. CROSSMAN:** It depends on the scope of the
16 modification.

17 **THE COURT:** This has been going on for -- since, what,
18 2021?

19 **MR. CROSSMAN:** It's been going on for quite a while,
20 Your Honor. I'm happy to address some of the reasons from the
21 City's perspective as to why --

22 **THE COURT:** I'm just asking you a question how long
23 would that take. And I also recall how long it took to get
24 this on the board of supervisors agenda to be approved.

25 **MR. CROSSMAN:** It did, Your Honor. And to be fair,

1 that's because the plaintiff changed his mind several times
2 about the project he wanted to take to the board of
3 supervisors. This -- the project that we initially believed
4 settled this litigation was not the project that he ultimately
5 ended up with. There's at least one iteration between there.

6 The City is, frankly, agnostic as to where this ADU is
7 on the property but the constant reshuffling of that design has
8 definitely prolonged the ability to get to where we are now.

9 **THE COURT:** All right.

10 **MR. CROSSMAN:** Let me address your specific question
11 about the zoning administrator.

12 If it is a minor -- if it is not modifying anything
13 that the planning commission did, modifying a condition of the
14 planning commissions condition of approval, that is something
15 that the zoning administrator has the ability to do. If he
16 believes that it's -- it's -- it's an adequate and appropriate
17 modification, it's something that he could approve and provide
18 to the plaintiff to record.

19 **THE COURT:** Did you reach out by chance to see --

20 **MR. CROSSMAN:** I did.

21 **THE COURT:** -- if that was acceptable?

22 **MR. CROSSMAN:** I did. And I got the feedback -- in
23 fact, when the City received -- and I think Mr. Ray can attest
24 to this too -- we objected right away and said this is not what
25 the Exhibit D NSR requires. There are changes in here that are

1 not likely to be acceptable to the City.

2 I did check with the zoning administrator and confirm
3 that those changes were not acceptable. And in the meantime,
4 plaintiff recorded that Notice of Special Restrictions.

5 **THE COURT:** I'm pausing only because it seems that
6 there is a lot of difficulty in a citizen knowing how this
7 process will move, when it will reach its finality, and whether
8 settlement agreements coincide with the expectation of all the
9 parties. As you know, the Court is not involved in the
10 settlement agreement and can only go by the written word of the
11 agreement and the spirit of the agreement and so I'm looking at
12 that in its totality.

13 Final word because you have about three minutes left
14 is on your issue for attorney's fees.

15 **MR. CROSSMAN:** Certainly. And I think that is really
16 where the Court's tentative ruling potentially commits a legal
17 error. If the Court is unpersuaded by our arguments and
18 believes that the November NSR is adequate and satisfies
19 section 4.3 of the settlement agreement, in other words, that
20 our motion is moot, that ruling necessarily means the City has
21 received the relief that it sought by its motion.

22 And if that's the case -- and although we disagree
23 with that ruling -- if that's the case, then under the terms of
24 the settlement agreement, and confirmed by Civil Code Section
25 1717, the City is entitled to an award of attorneys fees.

1 **THE COURT:** And that is in the amount of?

2 **MR. CROSSMAN:** That would have to be determined by the
3 City's motion as to what those fees are. What the Courts have
4 said is that in those cases where the Court -- where a District
5 Court is exercising ancillary jurisdiction as this court is,
6 that the Courts interpret state law and an action on a
7 contract, they apply Section 1717 broadly, as the Court noted
8 at the beginning of this hearing, and that provision of law
9 states that the Court shall award and shall fix an amount of
10 fees.

11 I think the timing of the recorded NSR here, the fact
12 that they recorded an NSR, that may go to the scope of fees
13 that the City receives. It may go to a temporal limitation on
14 the fees that are recoverable but it doesn't obviate the award
15 which is -- which is established by the settlement agreement
16 and by state law.

17 **THE COURT:** All right. Thank you.

18 **MR. CROSSMAN:** Thank you.

19 **THE COURT:** Counsel for the plaintiff, you have the
20 remaining 15 minutes.

21 **MR. RAY:** Thank you, Your Honor.

22 May I refer to my notes on my laptop?

23 **THE COURT:** Yes.

24 **MR. RAY:** Thank you.

25 Your Honor, I think that the context of this motion is

1 important. And if you look back on defendant's original filing
2 and the NSR that's attached to that filing, it's manifestly
3 different than the Exhibit D NSR. And that's important here
4 because it demonstrates my clients attempts to comply and
5 record Exhibit D NSR which can be dated back to early June.

6 And if Your Honor recalls, there's a whole slew of
7 emails from the June 13th to June 25th time frame where my
8 client was attempting to ascertain which NSR was appropriate.
9 He was being provided at certain times with an NSR that
10 combined restrictions that were promulgated by the planning
11 commission with the Exhibit D NSR and at other times told he's
12 required to record two NSRs which would have the same legal
13 effect as a combined NSR.

14 And this is important because the whole time and per
15 these emails -- and I would refer Your Honor to ECF 134, page
16 97 to page 100 -- and these same emails are also in defendant's
17 filings which is ECF 120-1, page 112. This entire time my
18 client was attempting to obtain information from the City and
19 to confirm that they were satisfied with the recording of this
20 Exhibit D NSR.

21 And when these negotiations were not fruitful because
22 my client wasn't getting answers essentially from the City, he
23 received a notice of breach from the City. And then
24 subsequently the present motion, which, again, were -- tries to
25 compel my client to record an NSR that's manifestly different.

1 So what my client did was go ahead and he recorded an Exhibit D
2 NSR. He did make minor modifications but they don't affect the
3 legal effect of the NSR at all, the permit number, for example.

4 Regardless of what number he put in that box, the NSR
5 has the same restrictions substantively as the Exhibit D NSR,
6 all five of them, and there are minor modifications. But as
7 Your Honor said, those are to dovetail with the statutes that
8 are applicable to my client's State ADU.

9 **THE COURT:** Well, the City is saying the changing of
10 the permit number is not considered a minor modification in
11 their view, that it actually is one that is not enforceable.
12 And if someone new were to obtain that property, that they
13 would begin legal proceedings indicating that this is a permit
14 number that no one can find that was approved.

15 **MR. RAY:** Your Honor, regardless of the permit number,
16 the legal effect of these restrictions apply to my client -- my
17 client's property no matter what. And the problem -- the issue
18 with the permit number is that my client did apply for a
19 permit, did demolish his unlawful dwelling unit at the
20 property, and the City canceled that permit after they accepted
21 his permit fees. They issued him a notice of completion and
22 then they canceled it so my client is left in a position where
23 the City is not giving him a permit.

24 And that kind of goes back to the heart of the issue
25 which is this expanded CUA NSR. My client is unable to get a

1 permit because he hasn't recorded the CUA NSR. And as Your
2 Honor could tell from the briefing, there's a dispute over what
3 happened at the CUA hearing so --

4 **THE COURT:** My other question was is the Notice of
5 Special Restriction now sufficient to meet the requirements of
6 the settlement agreement?

7 **MR. RAY:** Absolutely, Your Honor.

8 And it's -- it's -- you know, the standard in the
9 settlement agreement is substantially in the form. And by any
10 metric, this is substantially in the form. Adding the word
11 applicable -- only applicable as apply -- Your Honor, it's the
12 City parsing words and painting my client as a preacher when,
13 in fact, he's just doing his best to comply with the settlement
14 agreement based on the facts he has.

15 And I believe Your Honor asked specifically about if
16 the NSR that was the product of the CUA hearing is required in
17 the settlement agreement and the answer to that is it's not,
18 Your Honor. The only NSR that is discussed in the settlement
19 agreement is this Exhibit D NSR, which brings us back to the
20 heart of the problem, the City trying to force the plaintiff
21 here to record multiple NSRs despite his repeated meet and
22 confer regarding that.

23 And, you know, given his recording of the NSR and
24 given what I understood of Your Honor's tentative, it would
25 moot out this motion. Your Honor, there's -- this is recorded.

1 It's going -- the legal effect is to give notice to subsequent
2 property owners. There's no chance of any sort of alleged
3 breach reoccurring here.

4 **THE COURT:** All right. And which law would apply,
5 Federal or State, in evaluating the request for attorney's
6 fees? And if the plaintiff did file the Notice of Special
7 Restriction late and that is what led to the filings of
8 motions, what is your position?

9 **MR. RAY:** Your Honor, in our supplemental briefing we
10 cited to the cases mentioned in last week's status conference.
11 That would be *Berry vs. AFCWF* -- or sorry, yes. And *Buckhannon*
12 *Bd. & Care Home, Inc. v. W. Virginia Dep't of Health & Hum.*
13 *Res.*

14 Your Honor, those stand for the proposition that legal
15 fees can't be awarded in a motion as there's no prevailing
16 party.

17 The City is relying on two cases, *Zucker v. Occidental*
18 *Petroleum Corp.* and *Graham v. DaimlerChrysler*.

19 *Zucker* dealt with a class member's right to object to
20 legal fees paid to the class plaintiffs' attorney. *Graham*, in
21 turn, applied to the private attorney general doctrine and it
22 held that per -- attorneys fees could be awarded in a motion
23 that -- or in a proceeding that is now moot if the underlying
24 lawsuit, number one, had merit; and, number two, the plaintiff
25 had engaged in a reasonable attempt to settle the matter prior

1 to the litigation. And that's important, Your Honor.

2 From the record, my client made a lot of attempts to
3 resolve this. He had received roadblocks in return and that's
4 what ended up in this motion filing.

5 In the *Graham* case, which was relied upon by the
6 defendants, they omit a portion of that ruling and that's the
7 Court's analysis of when the catalyst theory applies. And
8 there's a quote from that case which is at 34 Cal. 4th 553 and
9 the relevant cite is at 573. And it says case law as well as
10 their own judicial experience suggests that the catalyst theory
11 cases may be resolved by relatively economical straightforward
12 inquiries by trial court judges close to and familiar with the
13 litigation. Moreover, the defendant in such cases knows better
14 than anyone why it made the decision that granted plaintiff the
15 relief sought and the defendant is in the best position to
16 either concede that plaintiff was a catalyst or to document why
17 plaintiff was not.

18 And in this context, it's important because my client
19 wanted to comply all along. If you look at the email
20 correspondence, particularly in my declaration, and I can give
21 you citations. That's ECF 134-2, page 26 through 28.

22 On June 14th, my client served a notice indicating
23 that he intended to record the NSR and request feedback from
24 the City. And just the day prior -- and this is at ECF 134-1,
25 page 95 through 100 -- there's a string of emails where my

1 client requests a Word version of the Exhibit D NSR so he can
2 make the necessary modifications including adding the correct
3 permit number.

4 In turn, the City refused to provide a Word copy and
5 then asked instead he record the CUA NSR. My client replied
6 explaining why he needed the Exhibit D NSR, sending a copy of
7 the settlement agreement, et cetera. And this conversation
8 continued in subsequent emails in that same declaration where
9 he's trying to explain to the City --

10 **THE COURT:** Two minute warning.

11 **MR. RAY:** Thank you. Why he needed the Exhibit D NSR.

12 And then in response, the City wasn't replying to him.
13 Instead, the counsel for the City responded on June 26th of
14 2025 to my client's then attorney stating they wouldn't discuss
15 the NSR requirement until my client cured his other alleged
16 breach of the settlement and that's in Mr. Crossman's
17 declaration. I believe that's ECF 120-2, and, unfortunately, I
18 don't have the page number in front of me. But it's a June
19 26th, 2025 email. So --

20 **THE COURT:** June 26th, 20 --

21 **MR. RAY:** June 26th, 2025.

22 **THE COURT:** Thank you.

23 **MR. RAY:** So, Your Honor, to the extent that the cases
24 that are being cited by Mr. Crossman are correct, in this
25 situation, I would argue my client's position is that he's the

1 prevailing party. He's made attempts to comply this entire
2 time. And, again, this goes back to the original motion which
3 is -- kind of got lost in the shuffle here.

4 The City is not seeking or trying to comply Mr. Turon
5 to record the Exhibit D NSR, they're seeking to compel him to
6 record a different NSR and that's the expanded NSR. So on one
7 hand, you have my client who's been attempting to comply with
8 the settlement agreement, attempting to record the Exhibit D
9 NSR, and the City has been towing the line up he needs to
10 record an NSR with a lot more restrictions that isn't found
11 anywhere in the settlement agreement. That's why my client is
12 defending this motion and also why we went ahead and recorded
13 the NSR he thought was the right one, even though he didn't
14 have the City's blessing, he couldn't get it.

15 **THE COURT:** Your last five minutes of argument that
16 remain and then the Court will take the matter under
17 submission.

18 If the Court were to disagree with you and find that
19 the NSR was not sufficient to meet the requirements of the
20 agreement, or conversely, the Court finds that it's moot, what
21 is your position on the City requesting attorneys fees under
22 California Civil Code 1717 because, either way, they will be
23 asking for attorneys fees?

24 **MR. RAY:** Understood, Your Honor.

25 I believe that the plain language of the settlement is

1 applicable to that degree. It says that the Court shall award
2 attorneys fees to the prevailing party and the Court is to
3 determine who is the prevailing party. So that -- you know,
4 perhaps attorney's fees are mandatory based on that shall
5 language, but the -- this court has discretion to determine who
6 is the prevailing party and if there's a prevailing party at
7 all.

8 Obviously the cases that were cited in our brief
9 support the fact that there's no prevailing party here. If
10 this court adopts the cases or gives credence to the cases
11 cited by the defendants, I would turn to that same language in
12 *Graham*. It's a catalyst theory. What's the catalyst behind
13 Mr. Turon recording the NSR?

14 He didn't decide to record the NSR when the City filed
15 the motion to enforce the settlement. He decided to record the
16 NSR way back in June and he's been attempting to record it ever
17 since. He recorded one now that the City is not satisfied with
18 but it's unclear what they'd be satisfied with, absent him
19 recording the NSR that's attached to their motion which, again,
20 is just a totally different NSR. It has 19 restrictions.

21 So simply put, they're -- my client's recording NSR is
22 not the catalyst. The motion was not the catalyst to my client
23 recording the NSR.

24 **THE COURT:** And the date of the motion, for all
25 clarity?

1 **MR. RAY:** October 3rd, 2025.

2 **THE COURT:** All right. Thank you.

3 **MR. CROSSMAN:** Your Honor, do I have any opportunity
4 to respond?

5 **THE COURT:** Counsel, I gave each of you 15 minutes,
6 how you chose to use it is totally up to you. There's been
7 multiple filings; the Court will not be accepting any
8 additional filings.

9 The filings have been clearly stating each party's
10 position. The arguments today dovetail if not reinforce what's
11 already in the written materials, and, at this time, it is now
12 in my hands and under submission, so thank you.

13 **MR. RAY:** Thank you, Your Honor.

14 **MR. CROSSMAN:** Thank you, Your Honor. Have a good
15 day.

16 **THE COURT:** And thank you, Mr. Turon, for attending
17 today.

18 (Proceedings adjourned at 2:57 p.m.)

19 ---oOo---

20

21

22

23

24

25

CERTIFICATE OF REPORTER

I certify that the foregoing is a correct transcript
from the record of proceedings in the above-entitled matter.

DATE: Tuesday, March 31, 2026.

Andrea K. Bluedorn

Andrea K. Bluedorn, RMR, CRR
Official United States Reporter

Exhibit N

From: Teague, Corey (CPC)
Sent: Friday, June 27, 2025 9:34 AM
To: Sider, Dan (CPC); Flores, Veronica (CPC); Watty, Elizabeth (CPC); Sucre, Richard (CPC)
Subject: RE: Urgent Issue Ord. 291-24: Your Quick Signature to Fix Error & Avoid Court

Follow Up Flag: Follow up
Flag Status: Flagged

Redacted

I will

forward this group the email chain providing more instructions, but **for now we should not engage until they dismiss their legal complaint.** Thanks.

Corey A. Teague, AICP, LEED AP
Zoning Administrator

Current Planning Division

San Francisco Planning
49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
Direct: 628-652-7328 | [sfplanning.org](https://www.sfplanning.org)
[San Francisco Property Information Map](#)

From: Sider, Dan (CPC) <dan.sider@sfgov.org>
Sent: Friday, June 27, 2025 9:33 AM
To: Flores, Veronica (CPC) <Veronica.Flores@sfgov.org>; Teague, Corey (CPC) <corey.teague@sfgov.org>; Watty, Elizabeth (CPC) <elizabeth.watty@sfgov.org>; Sucre, Richard (CPC) <richard.sucre@sfgov.org>
Subject: Re: Urgent Issue Ord. 291-24: Your Quick Signature to Fix Error & Avoid Court
Importance: High

[@Sucre, Richard \(CPC\)](#) and [@Watty, Elizabeth \(CPC\)](#) are familiar with Mr. Turon. Hoping that one of them can please weigh in.

Daniel A. Sider, AICP

Chief of Staff
San Francisco Planning
49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
Direct: 628-652-7539 | www.sfplanning.org
[San Francisco Property Information Map](#)

From: Flores, Veronica (CPC) <Veronica.Flores@sfgov.org>
Date: Friday, June 27, 2025 at 9:27 AM
To: Sider, Dan (CPC) <dan.sider@sfgov.org>, Teague, Corey (CPC) <corey.teague@sfgov.org>, Watty, Elizabeth (CPC) <elizabeth.watty@sfgov.org>, Sucre, Richard (CPC) <richard.sucre@sfgov.org>
Subject: Fw: Urgent Issue Ord. 291-24: Your Quick Signature to Fix Error & Avoid Court

Hi everyone,

Is anyone familiar with this? Madison is asking if Planning is responding to and engaging with Michael Turon. Do any of you have any info to pass along? Or suggestions on who else to check with?

Thanks,

Veronica Flores
628.652.7525

From: Tam, Madison (BOS) <madison.r.tam@sfgov.org>
Sent: Friday, June 27, 2025 9:14 AM
To: Flores, Veronica (CPC) <Veronica.Flores@sfgov.org>
Subject: FW: Urgent Issue Ord. 291-24: Your Quick Signature to Fix Error & Avoid Court

Hi Veronica,

I see Aaron and Audrey are both out, so I am hoping you can help with this today. Could you ask around and see if the department will be engaging with this request, or if anyone is planning on meeting with Michael? Thanks!

Madison Tam 譚詩薇
Legislative Aide
Office of Supervisor Matt Dorsey, District 6
Madison.R.Tam@sfgov.org | (415) 554-7973

From: Michael Turon <turon@cantab.net>
Sent: Friday, June 27, 2025 7:21 AM
To: Dorsey, Matt (BOS) <matt.dorsey@sfgov.org>; doresystaff@sfgov.org; Tam, Madison (BOS) <madison.r.tam@sfgov.org>
Subject: Urgent Issue Ord. 291-24: Your Quick Signature to Fix Error & Avoid Court

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Supervisor Dorsey,

Thank you for all your hard work on the budget—you & your staff's tireless work with support in making our city even great!!! I hate to interrupt, but I have a time-sensitive request related to Ordinance 291-24 and my home (2722–24 Folsom Street).

Why I'm reaching out

- In **Dec 2024**, the Board adopted **Ordinance 291-24** to settle a seven-year land-use case at my home.
- In **May**, I briefed **nine Supervisor offices** (*D1-Chen, D2-Sherrill, D3-Suater, D4-Endarido, D5-Mahmood, D6-Dorsey, D7-Melgar, D8-Mandelman, & D9-Fielder*), and **incorporated** supervisors's comments into our public record.
- On **June 6**, the Planning Commission **unanimously approved** the project—31 letters of support – including **Calle 24 and SF Carnival**, zero opposition .
- Then on **June 13**, Planning staff requested I record a **second, conflicting NSR—not the one approved by the Board**.

What's at stake

- Recording two NSRs on the same property will:
- Cloud the title
- Complicate refinancing
- Lower resale value of my family's home (*equity I can borrow against for my children's future*)

All of which are **unintended consequences**—and a breach of the ordinance and federal settlement.

What I've tried

Since June 13, I've tirelessly **tried to contact Planning** staff, the Zoning Administrator, and the Director (all co-signers to the ordinance) asking to meet. **No one has replied.**

The clean fix

A **Planning Code § 308.1 appeal** lets the Board correct the record—**internally and without further litigation.**

I just need your signature to file it. Your signature does not commit you to support—only to review the issue later.

The ask - Your Sig. Next Week

Would you be willing to sign the appeal by early next week?

If not, no worries—**just let me know** and I'll ask another office.

I'm happy to come to City Hall, bring all documents, and answer any questions. Thank you so much for considering this.

Best,

Michael Turon

Father of two | D9 Resident since 2007 | SF Resident since 2000

(415) 938-7855

turon@cantab.net

Exhibit O

April 2, 2026



Director of Planning
49 South Van Ness Avenue
San Francisco, CA 94103
Email: sarah.dennis-phillip@sfgov.org
Certified Mail – Return Receipt No. 9589 0710 5270 1120 5149 00

Office of the City Attorney – David Chiu
Attention: Brian Crossman
1 Dr. Carlton B. Goodlett Place, Room 234
San Francisco, CA 94102
Email: brian.crossman@sfcityattorney.org
Certified Mail – Return Receipt No. 9589 0710 5270 1120 5149 17

Sent Via Email and Certified Mail

Re: LOD Case No. 2025-006337ZAD — Administrative Record /Constructive Denial/Notice of Filing

Deputy City Attorney Crossman:

This letter responds to the City's email reply of March 31, 2026 regarding Mr. Turon's request for a Letter of Determination, Case No. 2025-006337ZAD, and follows my March 24, 2026 correspondence.

I. Response to the City's Legal Position.

The City's letter raises five points. Each is addressed below.

A. "The Planning Code does not impose any deadline."

The City seemingly takes the position that it can condition the issuance of a LOD or avoid issuing a LOD at all, based on the lack of deadline in the Planning Code. The violated both the letter and spirit of the law which impose a mandatory duty to do so. San Francisco Planning Code Section 307(a) provides that the ZA "shall respond to all written requests for determinations." The word "shall" is mandatory. Cal. Gov. Code Sec. 14. While the Code does not state a number of days, a mandatory duty must be performed within a reasonable time. 267 days is not reasonable by any standard. Further, on February 17, 2026, the Zoning Administrator ("ZA") assured Mr. Turon that the LOD would issue "within the next few weeks." The ZA did not even comply with that belated deadline as six weeks have passed since that assurance.

B. "This matter is not ripe for appeal."

The City argues that "no determination has been reached yet." That is the point. The ZA's refusal to act is the determination. San Francisco Charter Sec. 4.106(c)(2) grants the Board of Appeals jurisdiction over "any order, requirement, decision or determination" by the ZA. Here, this is a constructive denial as the Zoning Administrator has refused to act despite a mandatory, ministerial duty. Thus, it is a "determination" for the purpose of appellate review. Mr. Turon has submitted six requests over nine months, paid the fee, met with the City twice, and received a date-certain deadline from counsel. The matter is ripe for appeal.

C. “There is no duty to issue the discretionary determination by a date certain.”

The City conflates two distinct acts. The content of the LOD may involve the ZA’s judgment. But the duty to issue one is not discretionary. Section 307(a) says “shall respond.” A public officer cannot exercise discretion by refusing to act at all. *Conlan v. Bonta*, 102 Cal.App.4th 745, 752 (2002) (“A writ of mandate under section 1085 is available ... [where] the respondent has a clear, present and usually ministerial duty to perform”).

D. “Issuance of the LOD is not required by nor within the scope of the Settlement Agreement.”

Ordinance 291-24, Section 3 directs City officials “to take all actions reasonably necessary to perform the City’s obligations under the Settlement Agreement.” Further, the Zoning Administrator tied the LOD to the Settlement Agreement when he conditioned the issuance of the LOD on “your client’s ongoing breach” on September 11, 2025. As the court found, there is no ongoing breach. See ECF 145. The City cannot now claim any alleged breach as a basis for not issuing the LOD.

An LOD is the normal administrative process for determining what permits are required. The City required to take “all actions reasonably necessary” to effectuate the Settlement Agreement. Obvious disagreements exist regarding the steps necessary to effectuate Mr. Turon’s permitting process contemplated in the Settlement Agreement, and Mr. Turon is entitled to a LOD to determine the Planning Department’s interpretation and application of the Planning Code to his property.

E. “The City has already responded to the alleged conflict of interest.”

The Director’s responses of March 5, 2026 and 6, 2026 did not address any of the 12 documents (Exhibits A through L) Mr. Turon sent on March 12, 2026. Whether this record meets the “other sufficient reasons” standard under Section 307(e) is preserved for review. We do not ask for further response on this point. We note only that the record is complete.

II. Constructive Denial.

The ZA’s failure to issue or deny the LOD by March 31, 2026 — after 267 days, six written requests, a date-certain deadline, and the City’s latest correspondence confirming no determination has been reached — constitutes a constructive denial of the LOD request as of that date. The March 31, 2026 correspondence confirms the City’s position is that it has no duty to act by any date. That position is the determination being appealed.

III. Administrative Record Closed.

The record on this matter is now closed. Mr. Turon has exhausted every administrative step available to him. It is not reasonable to withhold a LOD for nearly one year for no discernable reason. There are no further steps.

IV. Notice of Filing.

Mr. Turon will file an appeal with the Board of Appeals under Charter Section 4.106(c)(1). The determination being appealed is the ZA's constructive denial of LOD Case No. 2025-006337ZAD, effective March 31, 2026. All rights under the Settlement Agreement, including enforcement under Articles 10 and 11, fee recovery, and all rights under CCP § 1085, are reserved. Please confirm receipt.

Very truly yours,

/s/ Samuel Ray

Samuel Ray
Colla & Ray LLP
Attorneys for Michael J. Turon and Owners at 2722-
2724 Folsom St.

Attachments:

Exhibit A: March 24, 2026 letter w/ Proof of Service
Exhibit B: March 31, 2026 response

cc:

Corey Teague, Zoning Administrator (corey.teague@sfgov.org)
Jonas Ionin, Commission Secretary (jonas.ionin@sfgov.org)
David Kane, Interim Director of DBI (david.kane@sfgov.org)
Michael J. Turon (turon@cantab.net)

Exhibit A

March 24, 2026



To City and County of San Francisco:

Director of Planning
49 South Van Ness Avenue
San Francisco, CA 94103
Email: sarah.dennis-phillip@sfgov.org
Certified Mail – Return Receipt No. 9589 0710 5270 1120 5147 71

Office of the City Attorney – David Chiu
Attention: Brian Crossman
1 Dr. Carlton B. Goodlett Place, Room 234
San Francisco, CA 94102
Email: brian.crossman@sfcityattty.org
Certified Mail – Return Receipt No. 9589 0710 5270 1120 5147 88

Sent Via Email and Certified Mail

Re: Letter of Determination (2025-006337ZAD) — Closing of Administrative Record; Notice of Intent to File

Deputy City Attorney Crossman:

I write on behalf of my client, Michael J. Turon, to close the administrative record on his request for a Letter of Determination (“LOD”), Case No. 2025-006337ZAD, and to provide notice of Mr. Turon’s intent to seek relief if the LOD is not issued by Tuesday, March 31, 2026.

I. LOD — 259 Days, No Determination on the Merits.

Mr. Turon first requested an LOD on July 8, 2025. He renewed the request on July 16, 2025, August 1, 2025, August 29, 2025, and February 10, 2026. He paid the \$888 fee. He followed up on February 14, 17, 24, and 26 of 2026. As of today, 259 days have passed since the first request. No LOD has been issued to date.

Planning Code Section 307(a) provides that the Zoning Administrator “shall respond to all written requests for determinations.” The word “shall” is mandatory. Cal. Gov. Code § 14.

On September 11, 2025, Zoning Administrator Teague conditioned the LOD on “your client’s ongoing breach of the settlement agreement.” On February 4, 2026, the Court found no breach. ECF 145, 3:1–2: “Turon’s recordation of the NSR has satisfied the Settlement Agreement.” The sole stated basis for withholding the LOD no longer exists.

On February 17, 2026 Zoning Administrator Teague confirmed the LOD was “under consideration” and would be issued “within the next few weeks.” Over five weeks have passed since that date.

II. Planning Code Section 307(e) — Administrative Record.

Mr. Turon's record to obtain a LOD and to address Zoning Administrator Teague's conflict of interest under Planning Code 307(e) is follows:

1. Mr. Turon's February 10, 2026 letter requesting a conflict determination;
2. His February 24, 2026 follow-up after the parties' meeting;
3. Director Dennis-Phillips' March 5, 2026 response;
4. Mr. Turon's March 5, 2026 reply, noting the response did not address the statutory "other sufficient reasons" trigger;
5. Director Dennis-Phillips' March 6, 2026 final response, declining further response;
6. Mr. Turon's March 12, 2026 reply with Exhibits A through L; and
7. Director Dennis-Phillips' March 12, 2026 acknowledgment of receipt.

The Director's analysis did not address any of the 12 exhibits documenting the Zoning Administrator's involvement with this permit and this applicant over a seven-year period. Whether this record meets the "other sufficient reasons" standard under Section 307(e) and the Zoning Administrator's failure to comply with his obligations under Section 307(a) is preserved for review.

III. Settlement Agreement — Article 9 Cure Period Has Expired.

On September 29, 2025, my office served a Notice of Material Breach under Settlement Agreement Article 9, by email and certified mail to the Director of Planning and City Attorney. That notice identified the City's failure to perform its permit processing obligations under the Settlement Agreement. Article 9 provides forty-five days to cure. That period expired on or about November 13, 2025. The City did not cure. It did not issue the LOD. The Article 9 prerequisite for enforcement under Articles 10 and 11 is satisfied.

The LOD is necessary to perform the City's obligations under Settlement Agreement Article 5.1. The Zoning Administrator's continued refusal to issue it — after the sole stated basis was eliminated by ECF 145 and after the Article 9 cure period has expired — constitutes a continuing breach.

IV. Administrative Remedies Exhausted.

Mr. Turon has submitted six LOD requests over nine months. He has paid the fee. He has met with the City. He has raised an issue with respect to Zoning Administrator Teague's conflict of interest pursuant to Section 307(e) through the Director and received a final response. The Court previously directed both parties to resolve remaining issues through administrative channels. ECF 145, 5:20–21. Mr. Turon has done so.

V. Notice of Intent to File.

Unless the LOD is issued by Tuesday, March 31, 2026, Mr. Turon intends to pursue the following remedies:

1. File an appeal with the Board of Appeals under Charter Section 4.106(c)(1), which provides jurisdiction where “it is alleged there is error or abuse of discretion in any order, requirement, decision or determination” by City officials.
2. Seek a writ of mandate under CCP Section 1085 to compel issuance of the LOD and seek a determination from the Court under Section 307(e). Section 307(a) imposes a mandatory duty. *Conlan v. Bonta*, 102 Cal.App.4th 745 (2002) [a writ of mandate under section 1085 is available where the petitioner has no plain, speedy and adequate alternative remedy; the respondent has a clear, present and usually ministerial duty to perform; and the petitioner has a clear, present and beneficial right to performance].

Ordinance 291-24, Section 3 directs City officials “to take all actions reasonably necessary to perform the City’s obligations under the Settlement Agreement.” Issuing an LOD that the Zoning Administrator is required by Code to issue is such an action.

Mr. Turon has acted in good faith throughout this process. He remains willing to resolve this matter without further proceedings. If the Zoning Administrator is prepared to issue the LOD by March 31, 2026, please contact me directly. I am available to meet and confer on or before March 3, 2026.

Very Truly Yours

/s/ Samuel Ray

Samuel Ray
Colla & Ray LLP
Attorneys for Michael J. Turon

cc:

Michael J. Turon (turon@cantab.net)
Jonas Ionin, Commission Secretary (jonas.ionin@sfgov.org)
David Kane, Interim Director of DBI (david.kane@sfgov.org)



Michael Turon <skyrocket@gmail.com>

Letter of Determination (2025-006337ZAD) — Closing of Administrative Record; Notice of Intent to File

Samuel Ray <sam@collaray.com>

Tue, Mar 24, 2026 at 4:45 PM

To: "Crossman, Brian (CAT)" <brian.crossman@sfcityatty.org>, "Dennis Phillips, Sarah (CPC)" <sarah.dennis-phillips@sfgov.org>

Cc: Michael Turon <turon@cantab.net>, david.kane@sfgov.org, "Ionin, Jonas (CPC)" <jonas.ionin@sfgov.org>

Dear Counsel:

Please see the attached letter from my office.

Thank you,

Sam

—

Samuel Ray
Colla & Ray LLP
250 Columbus Ave, Suite 200
San Francisco, CA 94133
o: (415) 579-1414
collaray.com

NOTICE: My office hours are 1:00 – 4:30 pm PST Monday – Friday. The best way to contact me is via text or email and I will respond to you at my earliest convenience. If you require immediate attention, please call the office at (415) 579-1414 . Thank you for your cooperation.

CONFIDENTIALITY NOTICE: This communication and its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

 **2026-3-24 LTR to DCA Crossman re LOD.pdf**
206K



March 30, 2026

Dear Michael Turon:

The following is in response to your request for proof of delivery on your item with the tracking number:
9589 0710 5270 1120 5147 71.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	March 26, 2026, 10:08 am
Location:	SAN FRANCISCO, CA 94103
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Shipment Details

Weight:	1.0oz
----------------	-------

Recipient Signature

Signature of Recipient:

Address of Recipient:

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004



March 30, 2026

Dear Michael Turon:

The following is in response to your request for proof of delivery on your item with the tracking number:
9589 0710 5270 1120 5147 88.

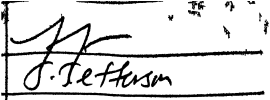
Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	March 25, 2026, 10:56 am
Location:	SAN FRANCISCO, CA 94102
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Shipment Details

Weight:	1.0oz
----------------	-------

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Exhibit B

From: **Crossman, Brian (CAT)** <Brian.Crossman@sfcityattty.org>

Date: Tue, Mar 31, 2026 at 9:24 AM

Subject: RE: Letter of Determination (2025-006337ZAD) — Closing of Administrative Record; Notice of Intent to File

To: Samuel Ray <sam@collaray.com>

Hi Sam,

Thank you for your letter dated March 24, 2026, regarding your client's request for a Letter of Determination, 2025-006337ZAD ("LOD"). You indicate that if the LOD is not issued by March 31, 2026, your client intends to seek relief in the form of (1) an appeal to the San Francisco Board of Appeals; (2) a writ of mandate under section 1085 of the Code of Civil Procedure.

As your letter acknowledges, the Zoning Administrator has repeatedly informed you that your request is under consideration and a response will be issued. The Planning Code does not impose any deadline by which a response must be issued. Accordingly, the Zoning Administrator will issue the written response as required by the Code in the ordinary course of business. Because no determination has been reached yet, this matter is not ripe for appeal to the Board of Appeals. Likewise, as there is no duty to issue the discretionary determination by a date certain, there is no basis for a traditional writ of mandate.

Your letter addresses other topics including alleged conflicts of interest and the parties' Settlement Agreement. The City has already responded multiple times to the alleged conflict of interest, and issuance of the LOD is not required by nor within the scope of the Settlement Agreement. No further response to these issues is required at this time.

If you have any questions, I am available to discuss by phone.

Thanks,

Brian



Brian F. Crossman

Deputy City Attorney

Office of City Attorney David Chiu

(415) 554-4690 Direct

www.sfcityattorney.org

Find us on: [Facebook](#) [Twitter](#) [Instagram](#)

[Quoted text hidden]
[Quoted text hidden]

PLANNING DEPARTMENT'S BRIEF



BOARD OF APPEALS BRIEF

HEARING DATE: July 15, 2026

July 13, 2026

Appeal No.: 26-029
Project Address: 2722-2724 Folsom Street
Subject: Letter of Determination No. 2025-006337ZAD
Block/Lot: 3641/002
Zoning District: RH-2 (Residential-House, Two Family)
Mission Alcohol RUD
Fringe Financial Services RUD
Calle 24 SUD
Priority Equity Geographies SUD
Height/Bulk: 40-X
Staff Contact: Corey A. Teague, AICP, Zoning Administrator – (628) 652-7328
corey.teague@sfgov.org

Background & Analysis

The only issue before the Board on this appeal is whether the Zoning Administrator (“ZA”) erred or abused their discretion when responding to the Appellant’s request for determination. The project in question has a long and complicated history dating back to at least 2016. However, the key documents to review for this appeal are the determination itself (included in your packet and also Exhibit F of Appellant’s brief), the settlement agreement (“Settlement” – Exhibit A of Appellant’s brief), and Planning Commission Motion No. 21747 approving the Conditional Use Authorization (“CUA”) (Exhibit K of the Appellant’s brief). Despite the agreed-to late briefing, I strongly encourage Board members to review each of these documents in chronological order (Settlement – Motion – Determination).

The determination issued by the ZA provides clear and accurate responses to those questions posed by the Appellant that are under the ZA's purview, and appropriately defers those questions not under their purview to other appropriate bodies (Department of Building Inspection and State Court). The following responses are provided to give concise responses to the primary issues raised by the Appellant, and are likewise confined to the issues within the ZA's purview:

1. It is clear from the legal action taken by the Appellant, the Settlement, and the CUA that they desire to remove the existing Unauthorized Dwelling Unit (UDU) within the primary building. Removing the UDU triggered the CUA requirement. It is clear from the Settlement that in return for the Planning Department recommending approval of such CUA (rather than legalizing the UDU in the primary structure), the property owner (Appellant) is obligated to provide a State Law Accessory Dwelling Unit (ADU) that is subject to 1) the San Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code) including rent increase limitations in Section 37.3 of the Rent Ordinance ("Rent Control"), and 2) any condition imposed by the Planning Commission through an approval of the CUA (Settlement Section 4.1.2). The Settlement obligated the Appellant to file a CUA application including the ADU subject to Rent Control (Settlement Sections 4.1, 4.1.2), and the CUA was clearly conditioned that the ADU is subject to Rent Control, reflecting the corresponding provision of the Settlement. It's also worth noting that even if the Settlement did not include the provision for the ADU to be subject to Rent Control, the Settlement did not (and could not) limit the Planning Commission's discretionary authority when considering the CUA, and therefore adding such a condition was fully within the Planning Commission's ability regardless of the Settlement. The ZA's determination in this regard is clear and accurate. As discussed further below, though any appeal of the Planning

Commission's action on the CUA, including its conditions of approval, would be to the Board of Supervisors, rather than this Board (Planning Code Section 308.1), Appellant did not exercise its administrative or judicial remedies with regards to the CUA.

2. The Appellant claims that the City cannot condition that such an ADU be subject to Rent Control under state law. While that may be true for an application that seeks only to provide a new ADU, Appellant's proposed project, as articulated in the Settlement is predicated on a discretionary entitlement to remove the UDU. As laid out in the determination, the Planning Commission has the authority to impose conditions of approval to a Conditional Use Authorization, which it did in this case. If Appellant believes any of those conditions exceed the Commission's discretionary authority, their recourse would be an administrative appeal to the Board of Supervisors and, if necessary, a petition in State Court. If the Appellant prefers to construct an ADU that is not subject to Rent Control, then they have the option to do so by legalizing the UDU in place, instead of seeking to remove it. In fact, that would be the Planning Department's preferred outcome but it is not what the Settlement contemplates.
3. It's important to note that the Appellant did not perfect an appeal of the CUA when it was approved, and also did not take any action in State Court to challenge the CUA or its conditions of approval under any state law claims. However, the Appellant now asks the Board of Appeals to effectively alter or overturn the CUA by making a determination that conflicts with the plain language and clear intent of Motion No. 21747. More specifically, Page 11 (Line 3) of the Appellant's brief clearly states that "*written determination from this Board overruling the Letter of Determination and finding that both the CUA, Planning Commission Motion, and resulting Condition 8's rent standard are unlawful and preempted [emphasis added], is the only administrative*

mechanism that prevents the City from demanding the Condition 8 NSR as a perpetual building-permit precondition.” This is clearly an attempted end-around of the appropriate paths to challenge the CUA, as the ultimate goal is not to change the ZA’s determination, but to change the requirements of Motion No. 21747.

The Appellant further states that *“Board has the power to overrule the Letter of Determination as stated in Charter § 4.106(d), which allows the Board to “overrule the action of the Department,” stating “in summary its reasons in writing.”* However, none of the issues raised by the Appellant are regarding actions taken by the Planning Department. Instead, this is an appeal of a ZA determination, which is governed by Charter Section 4.106(c)(1). And as stated, the legal appeal body for a CUA is the Board of Supervisors.

Considering the above, it’s important to note that state law requires challenges to a local agency’s land use permitting decisions, regardless of form, to be filed and served promptly, or not at all. Section 65009(c)(1) of the California Government Code provides:

“no action or proceeding shall be maintained in any of the following cases by any person unless the action or proceeding is commenced and service is made on the legislative body within 90 days after the legislative body’s decision: [¶] ... [¶]

(E) To attack, review, set aside, void, or annul any decision on the matters listed in Sections 65901 [concerning conditional uses or other permits] and 65903, or to determine the reasonableness, legality, or validity of any condition attached to a variance, conditional use

permit, or any other permit.

(F) Concerning any of the proceedings, acts, or determinations taken, done, or made prior to any of the decisions listed in subparagraphs (A), (B), (C), (D), and (E)."

4. The Planning Department did not alter the Appellant's project application. As clearly referenced in the determination letter, the Appellant's application explicitly included both the removal of the UDU and the construction of the ADU. The inclusion of the ADU in the Appellant's project application was consistent with the terms of the Settlement.

Conclusion

The Appellant's request to the Board of Appeals essentially asks the Board to allow removal of Appellant's UDU while also absolving the Appellant of their obligations under the Settlement and Motion No. 21747. Additionally, while this is technically an appeal of a ZA determination, the explicitly requested outcome of the appeal is to change or nullify the terms and conditions of Motion No. 21747 outside of a CUA appeal or appropriate filing in State Court. Regarding the determination, the answers provided by the ZA are clear, correct, consistent with the overall record, and not an abuse of discretion. Therefore, the Department respectfully requests that the Board deny the appeal.

cc: Michael Turon (Appellant)
Samuel Ray (Attorney for Appellant)
Richard Soeksen (Department of Building Inspection)
Brian Crossman (Deputy City Attorney)