BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
PORTSIDE HOMEOWNERS ASSOCIATION,)
Appellant(s))
)
vs.)
)
POLICE DEPARTMENT,)
Respondent

Appeal No. **26-054**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on September 3, 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 August 26, 2026 to Douglas Parking, LLC, of a Commercial Parking Permit (permission to operate a commercial parking garage with 289 Stalls) at 401 Main Street.

APPLICATION NO. 110842

FOR HEARING ON October 28, 2026

Address of Appellant(s):	Address of Other Parties:
Portside Homeowners Association, Appellant(s) c/o Colin McCarthy, Attorney for Appellant(s) Angius & Terry, LLP 1990 N. California Blvd., #800 Walnut Creek, CA 94596	Douglas Parking, LLC, Permit Holder(s) c/o Calvin Tan, Agent for Permit Holder(s) Douglas Parking, LLC 1721 Webster Street Oakland, CA 94612

Date Filed: September 3, 2026

CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS

PRELIMINARY STATEMENT FOR APPEAL NO. 26-054

I / We, **Portside Homeowners Association**, hereby appeal the following departmental action: **ISSUANCE** of **Commercial Parking Permit No. 110842** by the **San Francisco Police Department** which was issued or became effective on: **August 26, 2026**, to: **Douglas Parking, LLC,** for the property located at: **401 Main Street**.

BRIEFING SCHEDULE:

Appellant's Brief is due on or before: 4:30 p.m. on **October 8, 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 calvin@douglasparking.com sfpdpermits@sfgov.org

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **October 22, 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 cmccarthy@angius-terry.com and sfpdpermits@sfgov.org

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

Hearing Date: **Wednesday, October 28, 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 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:

See attachment.

Appellant or Agent:

Signature: Via Email

Print Name: Colin McCarthy, Attorney for Appellant(s)

September 3, 2026

VIA ELECTRONIC MAIL ONLY

Board of Appeals
49 South Van Ness Avenue
Suite 1475
San Francisco, CA 94103
boardofappeals@sfgov.org

Re: Appeal of SFPD Permit Number 110842
NEW, TAN, CALVIN, COMMERCIAL PARKING GARAGE, 401 MAIN ST, DOUGLAS PARKING LLC, August 26, 2026

To Whom It May Concern:

This is a notice of Appeal of SFPD Permit Number 110842.

This permit was heard and issued without posting and appropriate process per SFPD Code Section 1215 and while applicant/Owner has sued the Associations and certain of its directors and committee members for participating in this public process, chilling their participation here.

This permit was issued with disregard to security plan requirements contained in SF Police Code Section 1215, the Conditional Use Permit, the Association's CC&Rs regarding lighting, the tax code, the EVCS requirements of SFPD 1215.1, and the San Francisco Fire Code 503.2.1 and 503.4. In issuing this permit SFPD abused its discretionary authority and failed to give consideration to effected parties.

This Permit was issued without consideration of violations of Code of other City agencies.

Sincerely,

Portside Homeowners Association

PERMIT IS NOT VALID WITHOUT A CURRENT TAX LICENSE

POLICE DEPARTMENT PERMIT

City and County of San Francisco
State of California

Permit Number: 110842	Date Granted: **8/26/2026** Expires: **8/26/2027**

TYPE OF PERMIT: **Commercial Parking Permit**

Permission is hereby granted to: Tan, Calvin

Location: **401Main Street**

Business Name: **"Douglas Parking, LLC"**

Unless revoked or suspended by the Chief of Police during a current year or unless the permit is valid for only a specified time, it shall be deemed that application for a tax license renewal has been made at the end of each year and the original application granted under the conditions, limitations and obligations is unchanged.

Instructions To Permittee(s): You must display this permit on site in a conspicuous place. You are required to allow any police officer to inspect your premises. You shall not transfer this permit to another person or conduct a separate business at a different location other than that described on this permit.

ANY CHANGE IN OWNERSHIP OR THE LOCATION OF THE BUSINESS REQUIRES THAT A NEW APPLICATION BE FILED WITHIN 10 DAYS OF THE DATE OF CHANGE.

If a permit is granted, and an appeal is filed by any person within 15 days of issuance, the permit is not valid until the appeals process is concluded, and a final decision is rendered by the Board of Appeals.

Pertinent information regarding this permit:

1. Your annual permit expires on August 26, 2027
2. Apply for renewal of this Commercial Parking Permit with the San Francisco Police Department Permits Section by June 26, 2027.
3. Permittee shall apply for a 2027 Certificate of Authority from the Office of the Tax Collector by December 31, 2026. Failure to do so will result in administrative action taken against this permit.
4. Comply with all relevant laws and rules
5. **Conditions (Planning Department): 289 Stalls**
6. Direct questions and concerns to SFPD Permit Section at (415) 553-1115.

Failure to conduct your business in conformity with these regulations may subject you to a criminal citation or arrest and the revocation of your permit.
This permit is accepted and subject to all legal obligations, requirements, and to the conditions set forth above.

Signature of Permittee:	Issued by:  Chief of Police

SFPD 237 (Rev. 12/29/2010)

Verified by: _____

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
PORTSIDE HOMEOWNERS ASSOCIATION,)
Appellant(s))
)
vs.)
)
POLICE DEPARTMENT,)
Respondent

Appeal No. **26-055**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on September 3, 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 August 26, 2026 to Douglas Parking, LLC, of a Valet Parking Fixed-Location Permit (permission to offer valet parking Monday-Friday, 7 a.m. to 7 p.m. with a single valet attendant) at 401 Main Street.

APPLICATION NO. 144667

FOR HEARING ON October 28, 2026

Address of Appellant(s):	Address of Other Parties:
Portside Homeowners Association, Appellant(s) c/o Colin McCarthy, Attorney for Appellant(s) Angius & Terry, LLP 1990 N. California Blvd., #800 Walnut Creek, CA 94596	Douglas Parking, LLC, Permit Holder(s) c/o Calvin Tan, Agent for Permit Holder(s) Douglas Parking, LLC 1721 Webster Street Oakland, CA 94612

Date Filed: September 3, 2026

CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS

PRELIMINARY STATEMENT FOR APPEAL NO. 26-055

I / We, **Portside Homeowners Association**, hereby appeal the following departmental action: **ISSUANCE** of **Valet Parking Permit No. 144667** by the **Police Department** which was issued or became effective on: **August 26, 2026**, to: **Douglas Parking, LLC,** for the property located at: **401 Main Street**.

BRIEFING SCHEDULE:

Appellant's Brief is due on or before: 4:30 p.m. on **October 8, 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 calvin@douglasparking.com and sfpdpermits@sfgov.org

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **October 22, 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, cmccarthy@angius-terry.com and sfpdpermits.org

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

Hearing Date: **Wednesday, October 28, 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 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:

See attachment.

Appellant or Agent:

Signature: Via Email

Print Name: Colin McCarthy, Attorney for Appellant(s)

September 3, 2026

VIA ELECTRONIC MAIL ONLY

Board of Appeals
49 South Van Ness Avenue
Suite 1475
San Francisco, CA 94103
boardofappeals@sfgov.org

Re: Appeal of SFPD Permit Number 144667
NEW, TAN, CALVIN, VALET PARKING - FIXED LOCATION, 401 MAIN ST, DOUGLAS PARKING LLC, N/A August 26, 2026

To Whom It May Concern:

This is a notice of Appeal of SFPD Permit Number 144667.

This permit was heard and issued without posting and appropriate process per SFPD Code Section 1215 and while applicant/Owner has sued the Associations and certain of its directors and committee members for participating in this public process, chilling their participation here. This may have been issued in conjunction with Permit #110482 for the same address and applicant. Specific information was neither posted nor provided to interested parties wishing to participate in this public process.

This permit was issued with disregard to security plan requirements contained in SF Police Code Section 1215, the Conditional Use Permit, the Association's CC&Rs regarding lighting, the tax code, the EVCS requirements of SFPD 1215.1, and the San Francisco Fire Code 503.2.1 and 503.4. In issuing this permit SFPD abused its discretionary authority and failed to give consideration to effected parties.

This Permit was issued without consideration of violations of Code of other City agencies.

Sincerely,

Portside Homeowners Association

PERMIT IS NOT VALID WITHOUT A CURRENT TAX LICENSE

POLICE DEPARTMENT PERMIT

City and County of San Francisco
State of California

Permit Number: 144667	Date Granted: **08/26/2026**

TYPE OF PERMIT: **Valet Parking-Fixed Location**

Permission is hereby granted to: Name(s): **Tan, Calvin**

Location: **401 Main Street**

Business Name **"Douglas Parking, LLC"**

Unless revoked or suspended by the Chief of Police during a current year or unless the permit is valid for only a specified time, it shall be deemed that application for a tax license renewal has been made at the end of each year and the original application granted under the conditions, limitations and obligations is unchanged.

Instructions To Permittee(s): You must display this permit on site in a conspicuous place. You are required to allow any police officer to inspect your premises. You shall not transfer this permit to another person or conduct a separate business at a different location other than that described on this permit.

ANY CHANGE IN OWNERSHIP OR THE LOCATION OF THE BUSINESS REQUIRES THAT A NEW APPLICATION BE FILED WITHIN 10 DAYS OF THE DATE OF CHANGE.

If a permit is granted, and an appeal is filed by any person within 15 days of issuance, the permit is not valid until the appeals process is concluded, and a final decision is rendered by the Board of Appeals.

Pertinent information regarding this permit:

"Douglas Parking, LLC" will offer valet parking for the 401 Main Street, which includes the surrounding residential buildings and commercial buildings attached to the garage. The hours of operation are Monday- Friday, 7am-7pm with a single valet attendant.

Conditions of the Permit: (1) Prohibit valet patrons' vehicles from being parked on the street and at parking meters. (2) Discontinue staging vehicles within the passenger loading zone, white zone to be used for active loading and unloading only. (3) Absolutely no double parking of vehicles.

Failure to conduct your business in conformity with these regulations may subject you to a criminal citation or arrest and the revocation of your permit.
This permit is accepted and subject to all legal obligations, requirements, and to the conditions set forth above.

Signature of Permittee:	Issued by: Chief of Police

SFPD 237 (Rev. 12/29/2010)

Verified by: _____

BRIEF SUBMITTED BY THE APPELLANT(S)

JULIE M. MOUSER[1]
JORDAN O'BRIEN[1]
ANNE T. ACUÑA
COLIN MCCARTHY
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San Jose, CA
Fresno, CA
Manteca, CA
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October 8, 2026

VIA ELECTRONIC MAIL ONLY

City & County of San Francisco Board of Appeals
49 South Van Ness Avenue, Suite 1475
San Francisco, CA 94103
boardofappeals@sfgov.org

Re: In the Matter of the Appeal of PORTSIDE HOMEOWNERS ASSOCIATION from the Issuance of Commercial Parking Garage Permits Nos. 110842 and 144667 by the SF Police Department

APPELLANTS' BRIEF

Dear Board of Appeals,

The Portside Homeowners' Association, and Portside Master Owners' Association (collectively "Portside"), respectfully submit this appeal to overturn or modify Commercial Parking Garage Permit Nos. 110842 and 144667 (collectively, the "Permits") until such time as Douglas Parking ("Applicant"), agent for the garage's owner, San Francisco Oakland Bay Area, LLC ("SFOB" or "Garage Owner"), complies with the permit requirements and Portside's security concerns are addressed.

I. EXECUTIVE SUMMARY

The underlying applications, in fourteen (14) out of nineteen (19) instances, fail to comply with key mandatory requirements of SF Police Code ("SFPC") §1215.1(a), and the proposed security plan fails to meet the safety metrics required under §1215.2(c). (**Ex. A**, Pertinent SFPC). Specifically, SFPD erred in accepting and approving the applications because:

Ownership, Tax, Capacity and Operational Misrepresentations: The Applicant submitted contradictory and non-compliant valet operating hours across its application materials, directly violating the capacity disclosure rules under §1215.1(a)(10) and constituting a misrepresentation under

§1215.2(d)(6). It failed disclose the Owner, and list employees required for valet and security operations, among other requirements. §1215 (a) (1-20).

Legally Deficient Security Plan: The Applicant's security plan fails to account for the physical and legal reality of the Spear Street Gate, which is owned by a third party, used 24/7 by off-site commercial licensees, and serves as an unsecured conduit into a high-density residential complex. Under § 1215.2(c)(1), SFPD is mandated to *disapprove* any security plan that fails to protect individuals and vehicles. The history at the site shows the Applicant's security plan is deficient and dangerous.

Failure to Weight Recent Criminal History: The SFPD failed to properly evaluate and consider documented, severe criminal activity—including an attempted armed carjacking and an unsecured gate burglary—occurring within the statutory two-year lookback window defined by §1215.2(c)(1).

II. FACTUAL BACKGROUND

A. Construction and Operating Background. The Portside Garage is an airspace condominium located within a mixed-use project comprising 220 residential units, three commercial units, and the commercial garage at issue ("Garage") (**Ex. B**, Garage Map). The Garage occupies the lower floors of two high-rise buildings (38 Bryant Street and 403 Main Street) that also contain the residential and commercial components of the project. The Garage operates under a Conditional Use Permit ("CUP") as a joint-use parking facility (under SFPC Sec 160(a); superseded by Sec 161(b)) serving on-site residential and commercial users as well as certain off-site commercial and residential users pursuant to recorded license agreements. Parking for members of the general public is also available pursuant to permitted operation on a space-available basis. SFOB bought the Garage to operate those commercial parking spaces.

Recorded documents allocate parking as follows: Portside Residential (220 residential spaces plus six commercial spaces), Harbor Lofts (44 spaces), 444 Spear Street (21 commercial spaces), and 2 Bryant Street (60 commercial spaces), for a total of 220 residential spaces and 121 commercial spaces, or 351 authorized parkers. The Garage was constructed with approximately 289 striped spaces, resulting in a

deficit of approximately 71 spaces relative to licensed demand. Further ratified, per the Zoning Administrator Letter of Determination of May 25, 1999 – Sec 3: "the occupancy of the garage, with both independently accessible and valet parking spaces, does not exceed the cumulative total of *approximately 373 spaces*." The CUP approved the facility as a joint-use garage with *required* valet service Monday through Friday, 7:00 a.m. to 7:00 p.m. (**Ex. C**, CUP Motion 13905, §1, p. 2). *Owner and Applicant have not operated under a valid commercial parking permit nor with required tax certificates since August 2023*.

B. Past Security Issues Associated with Commercial Parking. The garage gates provide access to the residential portions of the project. Multiple entrances from the garage lead directly to residential elevator lobbies, and fire-escape stairwells exit into the garage. These pathways have historically been used to facilitate access to residences for the commission of crimes such as trespass, burglary, vandalism and bicycle theft**.** Within the two-year period relevant to SFPD's security-risk assessment, the following serious incidents have occurred: an attempted armed carjacking of a senior resident while entering the garage on January 8, 2025; and a trespassing and burglary attempt through an unsecured gate on June 16, 2026 (SFPD Report No. 260389151).

C. Owner Litigation to Silence Portside First Amendment Rights. Owner has filed for bankruptcy and is attempting to extinguish recorded license agreements which give Portside residents the right, in perpetuity, to park in the Garage. During the pendency of that petition, these permit issues arose, and Portside, sometimes through counsel and sometimes through its individual directors and committee members, exercised their first amendment rights to address concerns to the permit issuing entity and local supervisors. Owner responded on July 24, 2026 by suing Portside and naming certain of the directors and committee members directly for their constitutionally protected activity, meaning those individuals were effectively prohibited from participating in the public hearing at which the Permits were issued. (US Bankruptcy Court, NDCA, Adversary Complaint, Case No. No. 25-30699-HLB). Through their

bankruptcy counsel, Portside has filed a motion to dismiss and anti-SLAPP motion which is to be heard on November 19, 2026, at 2:00 p.m.

III. PARKING DEFICIT AND VALET MANDATE

This Board of Appeals must overturn the Permits because Applicant has not operated with a permit for the last three years. A "person may not operate a parking garage or parking lot, directly or indirectly, unless the person holds a commercial parking permit issued by the Chief of Police." *SFPC, Art. 17, Section 1215 (b).* If one operates a commercial parking operation without a permit, the "**Chief of Police shall close immediately any [such] parking garage or parking lot**." *Id*. Prior to the current disputed filings, the Garage last operated under a valid commercial parking permit in August 2023. For the three years following, it has been operated without the required police permits or updated Tax Certificates in direct violation of the Code and under the code section should have been ***immediately closed since the Applicant ignored the code requirements and was operating without a permit for years***.

IV. PERMIT SECURITY PLAN 1215.2 (c) REQUIREMENT FAILURES

The permits should be overturned because Applicant did not submit a security plan that complies SFPD Code's requirements. That plan must meet "the minimum requirements set in Subsection (c)(2)" and be "reasonably calculated to protect individuals and vehicles in the parking garage" and "within 25 feet of any pedestrian or vehicular entrance or exit to the parking garage." *SFPC, Art. 17, Section 1215.2 (c).* Past criminal incidents include: a murder across from the front entrance, a body disposed of in front of the Main Street garage gate, a single woman chased into the front door at knifepoint, a home-invasion burglary involving false imprisonment, and a propane-tank explosion related to illicit activity directly across from the garage entrance, together with recurring trespassing, burglary, bicycle theft, and behavioral incidents, all exacerbated by the homeless Navigation Center across the street. In the last two years there have been a vehicular theft at gunpoint inside the garage and a home burglary, both accessed through the Garage. Because the Garage provides an immediate pathway into residential elevator lobbies and fire escapes, any

lapse in garage security compromises the structural security of the entire residential complex. Currently, Portside residential security staff must police property Portside does not operate—including physically closing the Spear Street gate and removing unauthorized individuals from the adjacent alleyway—solely to protect the safety of Portside residents, many of whom are over the age of sixty-five.

A. Spear Street Gate is Not "Secured." The permits should be overturned because the garage is not "secured." The security plan must include "measures to ensure that when the parking garage or parking lot is not open for business, the vehicular entrances and exits are closed and secured so that vehicles may not enter or exit the garage or lot." *SFPC § 1215.2 (c)(2)(B).* The Spear Street Gate is an automatic rolling gate located on Spear Street between 444 Spear Street and 400 Spear Street, opening to an alleyway approximately 150 feet long that leads to a roll-up door and an unrestricted ramp from which there is no barrier into the upper garage areas and multiple entry doors serving the residential complex. The gate is located on property owned by 444 Spear Street, on which a separate business operates. In addition, 2 Bryant Street holds recorded license rights to 24/7 access for seventeen of its spaces. Consequently, the gate is not under the exclusive control of the SFOB or its operator. The permits must require a plan for security for these gates.

B. Entrance Gate Operators. There must be, per City code, when the garage is not in operation such measures "to ensure that when the parking garage or parking lot is not open for business, the vehicular entrances and exits are closed and secured so that vehicles **may not enter or exit** the garage or lot." *SFPD § 1215.2 (c)(2)(B)*. The existing vehicle access doors and gates, installed approximately thirty years ago, operate too slowly to prevent waiting vehicles from blocking the sidewalk or traffic lanes on Main Street, thereby facilitating unauthorized "piggyback" entry by pedestrians or vehicles. Any adequate Security Plan must require upgrade to rapid-operating doors that minimize such security breaches, or adequate security personnel/payments to increase monitoring at these locations.

C. Lighting, Cameras, Security Equipment, and Electrical Service. The application lists more than

one hundred lighting fixtures. (**Ex. D**, *10/24/25 Application, Plans, at p. 12/250)*. But it fails to identify their locations on the plot plan as required as well as the location of the five security cameras not under their control. (**Ex. E**, Marked Plans). Moreover, significant portion of the garage lighting, certain security cameras, and the valet office receive electricity through Portside's electrical service. The Garage Owner has not, as required by the Portside CC&Rs, reimbursed Portside for this electricity for approximately three years. The Permits and Security Plan should not assume the indefinite availability of electrical service supplied by another property owner – Portside's budget for payment of the electricity depends on SFOB's payments but those payments have not materialized.

D. Twenty-Four-Hour Operation and the Need for Continuous Security Presence. The permit must be overturned for failure to require, or conditioned on, security for 24/7 operation. As above, adjacent commercial users possess 24/7 access rights to entry gates and parking areas and as above the public can "piggyback" entry into the Garage because the gates are old. *SFPC § 1215.2(c)(2)(B).* The applicant admits that vehicles may enter after stated hours and therefore cannot comply with this provision short of providing a security plan with 24/7 coverage. In addition, if "any pedestrian or vehicular entrance or exit to the parking garage or parking lot is within 1000 feet of any entrance or exit to an Entertainment Establishment, [the security plan must] provide for an attendant, security guard or other individual retained by the permittee to remain on site for any operating hours between 7:00 p.m. and 3:00 a.m." *SFPD 1215.2 (c)(2)(A). The Permits must be overturned or modified because the Security Plan requires human security until 3 a.m.* ***at a minimum*** *because, as the City* ***admits****, the Garage is within 1000 feet of a "Place of Entertainment*." (**Ex. F**, 3/2/26 e-mail from Azevedo to Erickson).

The June 16, 2026 incident referenced above was interrupted *solely* by the physical presence of security personnel responding to a resident report. Cameras maintained by the garage operator produced no response. In the absence of continuous human presence, there is no reliable mechanism to detect or respond to unauthorized entry, particularly when licensees with 24/7 access rights exit the facility.

Twenty-four-hour human security presence is therefore required of any permit.

E. Ramp Parking and Designated Overflow Parking. The applicant's security plan does not address fire safety concerns. Fire Code §§ 503.4 and 503.2.1 prohibit obstruction of fire apparatus access roads, including by parked vehicles, and require maintenance of a minimum unobstructed width of twenty feet. (**Ex. G**, Fire Code Sections). Appellant previously requested referral to the Fire Department and Planning Department for inspection but the issue has not been reviewed. In addition, the submitted plot plan and striping plan depict the inter-level ramp as a two-way vehicular circulation route with opposing directional arrows and do not show parking spaces on the ramp. (See, **Ex. E**). Notwithstanding these plans, the Owner/Operator has striped, assigned, and rented parking spaces **on the ramp**; - these parked vehicles interfere with two-way circulation and create an obvious fire safety hazard. Planning Code § 154(a)(1) requires that every parking space be of usable shape and exclusive of driveways, aisles, and maneuvering areas. (**Ex. H**, Planning Code §154). The ramp spaces do not satisfy this standard.

V. SUMMARY OF ADDITIONAL APPLICATION VIOLATIONS

The Chief of Police's authority to issue a commercial parking permit is strictly controlled by the mandatory prerequisites set forth in *SFPC §1215.1 (**Ex. A**)*, many of which have been ignored by the Applicant for years, most pointedly being the misrepresented capacity and valet framework.

A. Misrepresented Capacity and Valet Framework. Section 1215.1(a)(10) requires disclosure of total motor-vehicle capacity, including designated spaces and the capacity of undesignated areas that may be used for overflow parking. To legally operate at its maximum capacity of 373 vehicles within only 289 striped spaces, the Garage is bound by the CUP to provide mandatory valet service Monday through Friday, 7:00 a.m. to 7:00 p.m. (See, **Ex. C**, CUP Motion 13905). Applicant has refused to do so for years. **On that ground alone the permits must be overturned**. While submitted plans do indicate a total of 373 spaces with 84 valet spaces, the applications fail to disclose ramp parking despite the longstanding practice of striping, assigning, and renting spaces in that location.

B. Failure to Supply Other Required Information. Applicant submitted two applications for permit issuance, one on October 24, 2025 (#110842 –**Ex. D**) and one on March 6, 2026 (Valet Parking Permit - no number listed - **Ex. I**). Applicant was required to apply for the commercial permit every year and with each application supply nineteen (19) categories of information to the Chief of Police. *SFPC § 1215.1 (a) (**Ex. A**).* The Chief of Police "may **not** accept an application for filing until it is complete" – i.e. that "it includes all information and documentation that Section 1215.1(a) requires." *SFPC § 1215.2 (a) (**Ex. A**)*. Here, the Chief of Police erred in accepting an application which was missing fourteen (14) of the nineteen (19) requirements of Section 1215.1(a). Applicant failed to include the following fourteen (14) categories:

a. 1215.1 (a)(3) – Failure to list every officer, partner and owner of Applicant. Part 4 of the "San Francisco Police Department Permit Application" form asks Applicant to provide this information. In neither its October 24, 2025 or March 6, 2026 application did it do so. *See, **Ex. D**, p.3; and **Ex. I**, p.2*. *As such, this requirement was not met*.

b. 1215.1 (a)(5) – Failure to list conviction or pleas. Part 4 of the "San Francisco Police Department Permit Application" form asks Applicant to provide this information. In neither its October 24, 2025 or March 6, 2026 application did it do so for the required valet and security personnel. *See, **Ex. D**, p.3; and **Ex. I**, p.2*. *As such, this requirement was not met*.

c. 1215.1 (a)(6) – Failure to identify the name, business address and contact information of owner of the space or structure where permit will operate and documentation of nature of applicant's interest in building. Part 6 of the "San Francisco Police Department Permit Application" form asks Applicant to provide this information. In neither its October 24, 2025 or March 6, 2026 application did it do so. *See, **Ex. D**, p.4; and **Ex. I**, p.3*. *As such, this requirement was not met*.

d. **1215.1 (a)(7) – Copy of valid business registration issued by Office of Treasurer and Tax Collector**. Through a public records request, Portside was able to obtain certain but incomplete documents

indicating that Douglas Parking had business registration certificates to operate other garages but the subject garage past and present were not produced, so there is no evidence Applicant met this requirement.

e. 1215.1 (a)(8) – Copy of valid certificate of authority issued by Office of Treasurer and Tax Collector "or the parking garage or parking lot for which the applicant seeks a commercial parking permit" and has obtained a bond. There was an "application for renewal of parking certificate" included in the October 24, 2025 application, but no current valid certificate, so there is no evidence Applicant met this requirement. In addition, that application Applicant indicated there was no valet parking operation required, which is not correct as to the subject Garage and is therefore a misrepresentation under §1215.2(d)(6) requiring rejection. See *See, **Ex. D**, p.23*.

In regards to the bond, it was issued in the name of the applicant, as required by the Code section, however, the Owner of the Garage, whose information was omitted from the application on both forms, currently owes the City and County of San Francisco over $100,000 in back taxes. Furthermore, the contract between Applicant and Owner puts no obligation on the Applicant to pay the taxes and instead requires applicant to turn over the accounting to the Owner to handle payments. Although obligating Applicant, Owner avoids tax obligations as this bond is issued. (**Ex. J**, 4/22/26 Letter to SFPD).

f. 1215.1 (a)(9) – copy of plans with "name and address of the owner of the building, structure if applicant not owner." Applicant submitted a copy of plans with its first application but they do not contain the owner information required. See *See, **Ex. D**, p.12*. *Applicant thus did not meet this requirement*.

g. 1215.1 (a)(10) – Discussed above.

h. 1215.1(a)(11) Certificate of insurance for the location in question. Applicant submitted a certificate of insurance but it does not list the Garage address (401 Main Street) as the location for the insurance. Instead, it lists 444 Spear Street. (*See, **Ex. D**, p. 5).* Applicant thus did not meet this requirement.

i. 1215.1(a)(12) failure to list employees whom applicant proposes to work and how long employed

by applicant. Part 3 of the "San Francisco Police Department Permit Application" form would appear to ask Applicant to provide this information. In neither its October 24, 2025 or March 6, 2026 application did it list employees. *See See, **Ex. D**, p.3; and **Ex. I**, p.2*. *As such, this requirement was not met for either application*.

j. 1215 (a)(13) no declaration stating that none of those employees have been convicted of or pled guilty to a covered crime. Part 3 of the "San Francisco Police Department Permit Application" form would appear to ask Applicant to provide this information. In neither its October 24, 2025 or March 6, 2026 application did it list employees. *See See, **Ex. D**, p.3; and **Ex. I**, p.2*. *As such, this requirement was not met for either application*.

k. 1215 (a)(15) total number of males and females working or proposes to work. Part 3 of the "San Francisco Police Department Permit Application" form requires Applicant to provide this information. In neither its October 24, 2025 or March 6, 2026 application did it list employees. *See, **Ex. D**, p.3; and **Ex. I**, p.2*. As such, this requirement was not met for either application.

l. 1215 (a)(16) proposed design of the badge for these employees. In neither its October 24, 2025 or March 6, 2026 application did it list employees. *See, **Ex. D**, p.3; and **Ex. I**, p.2*. *As such, this requirement was not met for either application*.

m. 1215 (a)(17) security plan complying with 1215.2 (c). Described above.

n. 1215 (a)(18) EVCS compliance failure for pending expiration of waiver. Through a public records request, Portside was able to obtain a document indicating that Applicant had been granted a waiver through November 2026 of the requirement to install electric vehicle charging stations ("EVCS") in the garage as part of its commercial operations. (Portside was not supplied with the requested criteria for this waiver, despite multiple requests – See ***Ex. K,** 5/13/26 Letter p.139-140 of pdf*). Thus, during the pendency of these permits Applicant will be in violation of the city requirements for installation of EVCS and have not supplied further information, and therefore not met the requirements of this section.

V. CONDITIONAL USE PERMIT CONCERNS

If issued or maintained, and not overturned for the above violations, the permits should be modified to require that commercially parked vehicles ***enter only through the Spear Street gate***. **The CUP identifies the Spear Street gate as the entrance for commercial parking access.** (See **Ex. L**, CUP Motion 11818, p. 4, Item 7B.) Historically, garage operators have used the Main Street gate as a second valet entrance, creating security problems by leaving the gate open and untended and by directing traffic through the garage. The Security Plan must prohibit commercial or valet use of the Main Street gate to maintain CUP compliance. **In addition, the CUP requires, and any permits issued for commercial use should confirm, that the maximum number of spaces is 373, for all parking types**.

VI. REQUESTED RELIEF

Appellant respectfully requests that the Board overturn the Permits in their entirety on the grounds of failure to address the unique security and operational realities of this integrated residential/mixed-use facility, and procedural irregularity, abuse of discretion, and incompleteness of the applications. In the alternative, should the Board determine that some form of permit may issue, conditioned upon the following mandatory requirements:

1. Submission of a complete lighting and camera plan identifying the precise location of all fixtures on the plot plan, together with proof that electrical service to power such equipment is independently secured and continuous.

2. Provision of appropriate 24-hour security coverage, which may include participation in Portside's existing security program or independent security presence during all non-valet hours.

3. Installation of rapid open/close roll-up and rolling doors at all entrances.

4. Prohibition of any commercial or valet use of the Main Street gate.

5. Prohibition of all parking, short-term or long-term, on the inter-level access ramp.

6. Installation of a gate or fencing sufficient to control and, when necessary, close off access up the ramp from the Spear Street alley.

7. Demonstration of compliance with Chapter 30 of the Environment Code, including a concrete plan for compliance upon expiration of any existing waiver, as required by SFPD Code § 1215.1(a)(18).

8. Submission of a complete plot plan depicting all gate entrances and any areas proposed for overflow parking, consistent with the joint-use capacity determinations in the 1999 Zoning Administrator letter.

9. Operation strictly consistent with the terms of the CUP, including hours and days of operation, maximum capacity of 373 spaces, and valet requirements.

Appellant reserves the right to supplement this submission with additional evidence and argument as the record is completed.

Respectfully submitted,
PORTSIDE MASTER OWNERS' ASSOCIATION
PORTSIDE HOMEOWNERS' ASSOCIATION
By: _____
[Authorized Representative]
Date: _____

EXHIBIT A

SEC. 1215.1. APPLICATION FOR PERMIT.



New Ordinance Notice

Publisher's Note: This section has been **AMENDED** by new legislation (Ord. 244-19 , approved 11/1/2019, effective 12/1/2019, operative 1/1/2023). The text of the amendment will be incorporated under the new section number when the amending legislation is effective.

(a) **Application Requirements.** An applicant for a commercial parking permit shall use the application form the Chief of Police provides, and shall supply the following information:

(1) The applicant's business name and address, and the address of the parking garage or parking lot for which the applicant seeks a commercial parking permit;

(2) The name, residence address, and business contact information of an individual the applicant has authorized to serve as the point of contact for the application and any commercial parking permit the Chief of Police issues;

(3) The names and residence addresses of every officer and partner of the applicant and every person with 10 percent or larger ownership interest in the applicant;

(4) The name and residence address of the individual whom the applicant has authorized to manage, direct, or control the operations of the parking garage or parking lot for which the applicant seeks a commercial parking permit;

(5) For all individuals listed in subsections (2) through (4), a list of each conviction of or plea of guilty or no contest to a covered crime in the ten years preceding the application, including the nature of the offense and the place and date of the conviction or plea, provided that the applicant shall not inquire about or acquire information in violation of Police Code Article 49;

(6) If the applicant does not own the building, structure or space where the parking garage or parking lot for which the applicant seeks a commercial parking permit operates or will operate, the name, business address and contact information of the owner, and documentation demonstrating the nature of the applicant's interest in the building, structure or space;

(7) A copy of a current and valid business registration certificate that the Office of the Treasurer and Tax Collector has issued to the applicant under Business and Tax Regulations Code Section 853. The name on the business registration certificate must match the name of the applicant on the application for the commercial parking permit;

(8) A copy of a current and valid certificate of authority for the parking garage or parking lot for which the applicant seeks a commercial parking permit that the Office of the Treasurer and Tax Collector has issued to the applicant under Business and Tax Regulations Code Section 6.6-1, or documentation demonstrating that the applicant has applied to the Office of the Treasurer and Tax Collector for a certificate of authority for the parking garage or parking lot for which the applicant seeks a commercial parking permit and has obtained the bond required for that certificate. The name on the certificate of authority or on the application for a certificate of authority and bond must match the name of the applicant on the application for the commercial parking permit;

(9) A copy of plans for the parking garage or parking lot for which the applicant seeks a commercial parking permit. The plans must include the name and business address of the applicant; the address of the parking garage or parking lot; the name and business address of the owner of the building, the structure or space where the garage or lot is located, if the applicant is not the owner; all pedestrian and vehicular entrances and exits to the garage or lot; the dimensions and types of construction of all structures, fences, or other

improvements; any electric vehicle charging infrastructure required by Chapter 30 of the Environment Code; and any features that may affect street traffic;

(10) The total motor vehicle capacity of the parking garage or parking lot for which the applicant seeks a permit, including the number of designed spaces and the motor vehicle capacity of all undesignated areas the applicant could use for overflow parking;

(11) Certificates of insurance and endorsements evidencing insurance in the amounts and coverages the Chief of Police sets under Section 1215.4(b);

(12) A list of all employees or other individuals working at the parking garage or parking lot, or whom the applicant proposes for employment or work at the parking garage or parking lot including for each individual the hours and duties of employment and the how long the individual has been employed by the applicant;[1]

(13) A declaration signed by the applicant under penalty of perjury certifying that the applicant has verified that in the preceding ten years, none of the employees or other individuals has been convicted of or pled guilty or no contest to a covered crime, provided that the applicant shall not inquire about or acquire information in violation of Police Code Article 49; or for any employee or other individual who the applicant knows has been convicted of or pled guilty or no contest to a covered crime in the preceding ten years, written authorization from the Chief of Police under Section 1215.6(b) allowing the employee or individual to work at the parking garage or parking lot;

(14) A list of the residential zip codes of all employees or other individuals working at the parking garage or parking lot, or whom the applicant proposes for employment or work at the parking garage or parking lot, along with the number of individuals that live in each zip code. This list shall not identify which individuals reside in which zip codes. For purposes of this subsection, the term "residential zip code" shall mean the zip code where the individual primarily resides;

(15) The total number of males and the total number of females working at the parking garage or parking lot, or whom the applicant proposes for employment or work at the parking garage or parking lot;

(16) The proposed design of the identification badge for employees or other individuals working at the parking garage or parking lot for which the applicant seeks a permit;

(17) A security plan for the parking garage or parking lot. The security plan must specify the hours of operation for the parking garage or parking lot and meet the requirements set in Section 1215.2(c). The security plan shall include a certification from the applicant that the applicant shall operate the parking garage or parking lot in compliance with the security plan for the duration of any commercial parking permit issued by the Chief of Police;

(18) A statement as to whether the parking garage or parking lot must comply with Chapter 30 of the Environment Code, and if so, a description of how the parking garage or parking lot will comply with that Chapter;

(19) The name and address of the person authorized to accept service of process for the applicant; and

(20) Any other information that the Chief of Police finds reasonably necessary to investigate the application.

(b) **Fees.** The applicant shall submit any filing fee with the application, as well as any fees for inspections or services provided by other City departments in investigating the application.

(Added by Ord. 219-10, File No. 100639, App. 8/12/2010; amended by Ord. 87-12 , File No. 111077, App. 5/14/2012, Eff. 6/13/2012; Ord. 20-14, File No. 131062, App. 3/14/2014, Eff. 4/13/2014; Ord. 244-19, File No. 190793, App. 11/1/2019, Eff. 12/02/2019, Oper. 1/1/2023)

CODIFICATION NOTE

1. So in Ord. 20-14.

SEC. 1215.2. INVESTIGATION, HEARING, AND ISSUANCE OF PERMITS.

(a) **Complete Application.** The Chief of Police may not accept an application for filing until it is complete. An application is not complete until the Chief of Police determines that it includes all information and documentation that Section 1215.1(a) requires. After determining that an application includes all required information and documentation, the Chief of Police shall accept the application for filing.

(b) **Investigation of Application.** Once the Chief of Police accepts an application for filing, the Chief of Police shall conduct an appropriate investigation of the application. As part of the investigation, the Chief of Police shall make any necessary referrals to other City departments, including referrals to the Planning Department, Fire Department, Department of the Environment, and Department of Building Inspection for their determination of compliance with zoning, building, fire, and safety requirements. The Chief of Police may refer the application to the Municipal Transportation Authority for review of traffic impacts. The Chief of Police shall conduct a criminal history background check on the persons listed in Sections 1215.1(a)(2) through (4).

(c) **Security Plan.**

(1) The Chief of Police shall review the applicant's security plan to ensure that the plan meets the minimum requirements set in Subsection (c)(2) below and any additional requirements set by the Chief of Police in rules promulgated under Section 1215.4(a), and is reasonably calculated to protect individuals and vehicles in the parking garage or parking lot and within 25 feet of any pedestrian or vehicular entrance or exit to the parking garage or parking lot. The Chief's evaluation of the security plan shall consider all relevant factors including, but not limited to, the parking garage's or parking lot's location, size, hours of operation, proximity to an Entertainment Establishment, and history of incidents resulting in Police Department response in the two years before the date of the application. The Chief of Police may approve a security plan, or may specify alternate or additional security measures required for approval of the security plan. The Chief of Police shall disapprove any security plan that the Chief determines does not adequately address the safety of individuals and vehicles in the parking garage or parking lot and within 25 feet of any pedestrian or vehicular entrance or exit to the parking garage or parking lot, notwithstanding the compliance of the proposed security plan with the minimum requirements of Subsection (c)(2) below. The Chief of Police shall not issue a commercial parking permit for any parking garage or parking lot unless the Chief approves the security plan for that parking garage or parking lot. The Chief of Police may waive or alter the minimum requirements listed Subsection (c)(2) below if the Chief determines that the parking garage or parking lot has no history of criminal, nuisance, or public safety incidents in the previous two years. If, after the Chief grants a waiver or alteration of the minimum requirements listed in subsection (c)(2) below, a criminal, nuisance or public safety incident occurs, the Chief may revoke that waiver or alteration of the minimum requirements.

(2) The security plan shall meet the following minimum requirements:

(A) If any pedestrian or vehicular entrance or exit to the parking garage or parking lot is within 1000 feet of any entrance or exit to an Entertainment Establishment, provide for an attendant, security guard or other individual retained by the permittee to remain on site for any operating hours between 7:00 p.m. and 3:00 a.m. An attendant, security guard or other individual is not required on site if all vehicular entrances and exits to the parking garage or parking lot are closed and secured so that vehicles may not enter or exit the garage or lot. The phrase "1000 feet" in this Subsection (c)(2)(A) shall mean 1000 feet in all directions, including across a street, from any pedestrian or vehicular entrance or exit to the parking garage or parking lot;

(B) Provide for measures to ensure that when the parking garage or parking lot is not open for business, the vehicular entrances and exits are closed and secured so that vehicles may not enter or exit the garage or lot; and

(C) Identify the number, type, and location of all light sources located on the premises including lighting located within pedestrian stairwells and entrances and provide for at least the minimum lighting specified in Fire Code Section .

(3) The security plan may include additional measures to protect the safety of individuals and vehicles in the parking garage or parking lot and within 25 feet of any pedestrian or vehicular entrance or exit to the parking garage or parking lot, including, but not limited to, additional personnel, additional lighting, security cameras, emergency call boxes or phones, mirrors, barriers, and other physical improvements, or plans to close and secure one or more pedestrian or vehicular entrances or exits to the parking garage or parking lot for certain hours of operation.

(4) If the parking garage or parking lot leases spaces to either a certified car-share organization as defined by Planning Code Section 166(b)(2) or to patrons who rent spaces on a long-term basis, the security plan must describe how those patrons will retain access during hours when the parking garage or parking lot is not open for business.

(5) The authority of the Chief of Police to review and approve security plans for parking garages and parking lots does not restrict in any way the authority of the Entertainment Commission to place security requirements on any business with a Place of Entertainment or Extended Hours Premises permit.

(d) **Action on Application.** The Chief of Police shall hear and decide the application within a reasonable time after accepting the application for filing. In deciding the application, the Chief of Police may exercise sound discretion as to whether the permit should be granted or denied. The Chief of Police may consider the following:

(1) Whether the parking garage or parking lot complies with applicable zoning, building, fire and safety requirements of the laws of the State of California and the City and County of San Francisco;

(2) Any traffic impacts of the parking garage or parking lot;

(3) Whether in the preceding ten years, the applicant or any person listed in Sections 1215.1(a)(2) through (4) has been convicted of or plead guilty or no contest to a covered crime, or has committed a covered crime. A conviction, plea or commission of a covered crime is not an automatic bar to granting the permit. The Chief of Police shall consider criminal history on a case-by-case basis with due consideration given to the following factors:

(a) the nature and gravity of the offense;

(b) the time elapsed since the offense;

(c) age at the time of the offense;

(d) frequency of covered criminal offenses;

(e) evidence of rehabilitation; and

(f) any other mitigating circumstances;

(4) Whether in the preceding ten years, the applicant or any person listed in Sections 1215.1(a)(2) through (4) has engaged in or committed any fraudulent or misleading business practices;

(5) Whether the security plan, if necessary, meets the minimum requirements in Subsection (2)(c) above and any other requirement imposed by the Chief pursuant to 1215.2(c)(1), and is reasonably calculated to protect individuals and vehicles in the parking garage or parking lot and within 25 feet of any pedestrian or vehicular entrance or exit to the parking garage or parking lot;

(6) Whether the application contains intentionally false or misrepresented information; and

(7) Whether granting the permit is consistent with the public interest, health, safety, and welfare; and

(8) Whether the parking garage or parking lot complies with Chapter 30 of the Environment Code concerning electric vehicle charging equipment.

(e) **Reporting.** The Chief will make an annual report to the Entertainment Commission giving information regarding permits granted where the Chief of Police has waived or altered the minimum requirements listed in Subsection (c)(2) above.

(Added by Ord. 219-10, File No. 100639, App. 8/12/2010; amended by Ord. 234-11, File No. 110993, App. 12/1/2011, Eff. 12/31/2011; Ord. 87-12 , File No. 111077, App. 5/14/2012, Eff. 6/13/2012; Ord. 244-19, File No. 190793, App. 11/1/2019, Eff. 12/02/2019, Oper. 1/1/2023)

EXHIBIT B

Portside Eagle View



01/17/2026

EXHIBIT C

(8)

File No. 95.220C
401 Main Street
Assessor's Block 3768
Lots 20, 21, 22 and 23

SAN FRANCISCO

CITY PLANNING COMMISSION

MOTION NO. 13905

ADOPTING FINDINGS PURSUANT TO THE AUTHORIZATION OF A CONDITIONAL USE FOR THE MODIFICATION OF CONDITIONAL USE NO. 89.493C, AS AUTHORIZED IN MOTION NO. 11818, IN ORDER TO REDUCE THE NUMBER OF OFF-STREET PARKING SPACES TO BE PROVIDED TO SUPPORT ON-AND OFF-SITE RESIDENTIAL AND COMMERCIAL USES AT 401 MAIN STREET (PORTSIDE PHASE I & II) AND TO ALLOW ATTENDANT (VALET) PARKING WITHIN THE PROPOSED PARKING GARAGE ON WEEKDAYS BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M.

Preamble

On December 9, 1989, the Planning Commission approved a Conditional Use for a Planned Unit Development at 401 Main Street (hereinafter the "Project"), Lots 20, 21, 22 and 23 in Block 3768 (hereinafter the "Subject Property"), located in an M-1 (Light -Industrial) District within the Commercial/Industrial Subdistrict of the Rincon Hill Special Use District and with an 85-X Height and Bulk Designation, for up to 260 dwelling units in two towers, 10,000 square feet of ground floor commercial space, and from 373 to 450 parking spaces on 2 1/2 levels (Motion No. 11818). The parking spaces were to serve the residential units, the on-site commercial space, two nearby commercial buildings at 2 Bryant Street and 444 Spear Street, and general commuter parking.

On April 26, 1995, Hum Baby Associates (hereinafter "Project Sponsor") made application for Conditional Use authorization (Application No. 95.220C) to modify the previously authorized Project, as set forth in Motion No. 11818, to reduce the minimum number of parking spaces in the Project from 373 to 353, and to allow approximately 84 of the spaces to be provided through the operation of attendant (valet) parking on weekdays between the hours of 7:00 a.m. and 7:00 p.m.

On July 6, 1995, the San Francisco City Planning Commission (hereinafter the "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Application No. 95.220C.

EXHIBIT D

The San Francisco Department of City Planning (hereinafter "Department") determined on June 28, 1995 in a Note To File No. 95.220C, that the Final Certificate of Determination issued on November 9, 1989, for the original Project (Case No. 89.493EC) remains valid and that the requested Project modification does not require supplemental environmental review. The original Project was found to be exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15182 - Residential Projects Pursuant to a Specific Plan. The proposed Project was determined to be a residential project pursuant to the Rincon Hill Plan. A final EIR for the Rincon Hill Plan, File No. 82.39E, was certified by the City Planning Commission on July 18, 1985.

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.

Findings

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

1. The project originally proposed under Motion No. 11818 involved new construction of a condominium project in the Rincon Hill planning area. The Motion required the project to provide a minimum of 373 parking spaces. This motion modifies the conditions of Exhibit A, Conditions of Approval, of Motion No. 11818 to change the minimum number of parking spaces required from 373 to 353, 84 of which would be provided by the operation of attendant (valet) parking within the proposed garage on weekdays between the hours of 7:00 a.m. and 7:00 p.m.

2. Code Section 303(e) requires that changes to previously approved conditions be subject to the same procedures as new conditional use applications. Under Motion No. 11818, the Commission found that the original project met the provisions of Code Sections 303 and 304 in that the use would provide a development that was necessary and desirable for and compatible with the neighborhood, and the convenience and general welfare of persons residing or working in the vicinity, and not injurious to property improvements or potential development in the vicinity, and that such use would not adversely affect the Master Plan.

3. This proposal to change the required number of parking spaces and allow attendant parking on weekdays satisfies the criteria of Code Sections 303 and 304, and is both necessary and desirable in that:

   a. In 1994, the Project's Phase I residential tower and parking garage (known as Portside Phase I) was completed. During construction of Phase I, it was discovered that the soils underlying the site contain higher levels of hydrocarbons and lead than original studies indicated.

Because of that the excavation originally proposed for the third underground garage level in Phase II is now infeasible because it would require the extremely expensive disposal of hydrocarbon and lead-containing soil. Rather, the Project Sponsor proposes to encapsulate the existing soil and minimize excavation, resulting in 2 levels of underground parking instead of the 2-1/2 levels originally approved. Such an encapsulation scheme meets all health and safety standards.

b. The parking demand generated by the Project has been substantially reduced since Motion No. 11818 was approved. The Project has been modified to decrease the number of dwelling units from 260 to 220, and decrease the commercial space from 10,000 square feet to 6,000 square feet (reducing required parking by 44 spaces). Those 44 spaces, plus 2 additional spaces, would be allocated to the 46 dwelling units proposed for 101 Harrison Street and approved by the Planning Commission on April 13, 1995 (Motion No. 13863).

c. The Commission found in Motion No. 11818 that the project required authorization for parking in excess of 150 percent of the required amount under Code Section 304 (Planned Unit Development). The modification was granted to accommodate deeded parking for 2 Bryant Street and 444 Spear Street, as well as general commuter parking. However, prior parking license agreements between the Project Sponsor and the owners of 2 Bryant Street and 444 Spear Street have been amended to reduce the number of deeded spaces the Project Sponsor is required to provide those buildings from 104 independently accessible parking spaces to 15 independently accessible spaces and 66 attendant (valet) spaces.

d. The amount of commercial parking proposed (15 independently accessible spaces and approximately 84 valet spaces on weekdays) has been determined by the Zoning Administrator to satisfy the Code requirement for this Project. The Commission concurs with the Zoning Administrator's determination regarding the adequacy of the parking to be provided for the commercial space in the Project and in the 2 Bryant and 444 Spear buildings.

e. The amendment would allow the project to proceed consistent with the original Commission authorization, although decreasing the amount of general commuter parking provided by the Project.

5. Attendant (valet) parking would be provided in the proposed parking garage from 7:00 a.m. to 7:00 p.m. on weekdays to provide parking for commercial uses, including 2 Bryant Street, 444 Spear Street and the 6,000 square feet of commercial space in the Project. The Commission finds that the valet parking would

operate during the daytime hours when the commercial uses would be in operation and therefore the on-site parking would function in a manner consistent with the provisions for Joint Use Off-Street Parking as set forth in Section 160 of the Planning Code.

6. The Project has an existing 157.5 foot long driveway easement from Spear Street to the valet drop-off area of the garage which will prevent cars awaiting valet parking from queuing in the street.

7. In Motion No. 11818, the Commission found that the original Project would contribute to the character and stability of the neighborhood, and on balance, would constitute a beneficial development. The amendment results in a project consistent with the findings contained in Motion No. 11818, and the Commission hereby incorporates such findings, including the Code Section 101.1 findings, by reference, except for Finding No. 11 which is hereby amended to read as follows:

> "The Project satisfies the criteria established by Section 304(d)(2) of the Code in that the Project would provide adequate off-street parking for the occupancy proposed and for adjacent buildings. The Code requires 266 parking spaces for the proposed residential units to be constructed in Portside Phase II and at 101 Harrison Street, six spaces for the on-site retail space and 81 spaces pursuant to recorded license agreements for adjacent commercial buildings (2 Bryant Street and 414 Spear Street). The proposed project would include a minimum of 269 independently accessible parking spaces (266 residential spaces and 15 commercial spaces), and would accommodate approximately 84 additional vehicles using a valet operation during weekdays when the additional commercial parking demand would be present."

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

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 the parties, the Commission hereby approves Conditional Use Application No. 95.220C subject to the following conditions attached hereto as EXHIBIT A which is incorporated by reference as though fully set forth.

I hereby certify that the foregoing Motion was ADOPTED by the City Planning Commission at its regular meeting of July 6, 1995.

Linda Avery
Secretary

AYES: Commissioners Boomer, Levine, Martin, Prowler and Unobskey

NOES: Commissioners Fung and Lowenberg

ABSENT: None

ADOPTED: July 6, 1995

CITY PLANNING COMMISSION

File No. 95.220C
401 Main Street
Assessor's Block 3768
Lots 20, 21, 22 and 23

EXHIBIT A

CONDITIONS OF APPROVAL

The authorization contained herein is for the modification of Motion No. 11818 allowing a reduction in the dwelling unit count and provision of the off-street parking at 401 Main Street, Portside Phase II, generally as described herein. The Project shall be in general conformance with Exhibit B, architectural plans dated June 29, 1995, reviewed and approved by the Commission on July 6, 1995, and filed in the docket for Case No. 95.220C and incorporated herein as though fully set forth.

1. The residential unit count for the Portside Development, Phase I and II, shall be reduced from 260 to 220. The on-site commercial space shall be reduced from 10,000 to 6,000 square-feet.

2. A total of 289 independently accessible parking spaces shall be provided within the proposed garage to support residential uses as follows: Portside Phase I (62 units), Portside Phase II (158 units) and 101 Harrison Street (46 units).

3. The 289 independently accessible parking spaces shall be provided as 132 standard (160 Square-feet) and 129 compact (127.5 square-feet) spaces.

4. Attendant/valet parking shall be operated Monday through Friday between the hours of 7:00 a.m. and 7:00 p.m. within the proposed parking garage to provide a minimum of 84 off-street parking spaces to serve the off-site commercial uses as follows: 2 Bryant Street (60 spaces), 444 Spear Street (21 spaces). The operation of valet parking outside the designated Monday through Friday 7:00 a.m. to 7:00 p.m. schedule shall be prohibited without prior authorization of a new conditional use by the City Planning Commission.

5. Except as otherwise stated herein all conditions set forth in Exhibit A, of Motion 11818 shall remain in effect and without modification.

6. The project sponsor shall disclose in writing a notice to all owners of the proposed dwelling units and for project tenants that a major sports facility and associated parking structure may be constructed in the immediate vicinity of the project. Such notice shall be given until such a facility is constructed on an undeveloped site within the immediate vicinity or another location, or until another project is built on the undeveloped parcels within the immediate vicinity. Notice shall include a statement that an arena/sports facility is anticipated to seat 20-47 thousand people with daytime, evening, and nighttime events throughout the year. The notice should also disclose that the facility could be approximately 200 feet in height, could substantially cover a 15 acre site and include parking for several thousand cars which would generate substantial levels of pedestrian and vehicular activity during events, and that public streets and right-of-ways may be modified.

7. The Applicant shall record a copy of these conditions with the Office of the Recorder for the City and County of San Francisco as part of the property records prior to the authorization of any site/building permits by the Department of City Planning.

8. The authorization and rights vested by virtue of this action shall be deemed void and cancelled if construction of the parking garage has not commenced within three years of the date of this approval.

EXHIBIT D

San Francisco Police Department

Permit Application

Type of Permit: **COMMERCIAL PARKING GARAGE**

Permit #: 110842

Date: 10/24/25 NOV 20 2025

☐ New Application ☑ Renewal

Receipt No.: _____

☐ Amendment

Part 1: Please Print Clearly - Complete Entire Section

Premises Location:

Number	Street	Apt#	City	State	Zip Code
401	Main Street		San Francisco	CA	94105

Please Check One: ☑ **Applicant's Name** ☐ **Designated Point of Contact**

Last	First	Middle
Tan	Calvin	Kekuewa

Residence Address

Number	Street	Apt#	City	State	Zip Code
[redacted]					

Mailing Address (if different than residence)

Number	Street	Apt#	City	State	Zip Code

AKA/Alias	Place of Birth (State or Country)	Date of Birth
	[redacted]	[redacted]

Height	Weight	Eye Color	Hair Color	Race	Sex
[redacted]					M

Drivers License Number / State / Class / Restrictions	Social Security #
	[redacted]

Email Address:	Cell Phone #:
calvin@douglasparking.com	[redacted]

Business Name / Employed by:

Douglas Parking LLC

Business Address (if different than residence)						Business Phone #:
Number	Street	Apt#	City	State	Zip Code	
1721	Webster St.		Oakland	CA	94612	510-444-7412

[redacted]

Part 2: Acknowledgment and Declaration

I, Calvin Tan, *understand that there may be sections of the San Francisco Municipal Code that are applicable to my business and/or permit. There are copies of the San Francisco Municipal Code available at City Hall, The Public Library, and legal bookstores. If a Letter of Intent is required, I acknowledge that the Letter of Intent is part of the application, and I declare under penalty of perjury that the foregoing is true and correct. Executed at San Francisco, California. I understand that any false or incomplete information provided by me, relative to this application, may be considered cause to either deny the requested permit or revoke the permit that is granted.*

Signature of Applicant: Calvin Tan Date: 10/24/25

LETTER OF INTENT

Part 3: Authorized person to manage , direct, or control the operations of the parking garage or parking lot.

Last	First	Middle
Residence Address		

Number	Street	Apt#	City	State	Zip Code

Cell Phone #:	Email Address:	Date of Birth	Driver License Number / State

Have you ever been convicted of, or plead guilty or no contest to any crime? ☐ **Yes** ☐ **No**

If yes, provide the information required below. Use additional forms if necessary. ***Failure*** to provide full information relative to prior convictions, guilty pleas or no contest pleas may be considered cause to deny the permit.

Offense	Date	Place of Arrest	Disposition

Part 4: List every officer/partner & every person with 10% or larger ownership interest in the company. Attach additional pages if necessary.

1) Please Check one: ☐ **Officer** ☐ **Partner** ☐ **10% Ownership +** ☐ **Other**

Last	First	Middle
Residence Address		

Number	Street	Apt#	City	State	Zip Code

Cell Phone #:	Email Address:	Date of Birth	Driver License Number / State

Have you ever been convicted of, or plead guilty or no contest to any crime? ☐ **Yes** ☐ **No**

If yes, provide the information required below. Use additional forms if necessary. ***Failure*** to provide full information relative to prior convictions, guilty pleas or no contest pleas may be considered cause to deny the permit.

Offense	Date	Place of Arrest	Disposition

2) Please Check one: ☐ **Officer** ☐ **Partner** ☐ **10% Ownership +** ☐ **Other**

Last	First	Middle
Residence Address		

Number	Street	Apt#	City	State	Zip Code

Cell Phone #:	Email Address:	Date of Birth	Driver License Number / State

Have you ever been convicted of, or plead guilty or no contest to any crime? ☐ **Yes** ☐ **No**

If yes, provide the information required below. Use additional forms if necessary. ***Failure*** to provide full information relative to prior convictions, guilty pleas or no contest pleas may be considered cause to deny the permit.

Offense	Date	Place of Arrest	Disposition

Part 5: Contact person authorized to receive legal process.

Last	First	Middle
Tan	Calvin	Kekuewa

Residence Address

Number	Street	Apt#	City	State	Zip Code

Cell Phone #:	Email Address:	Date of Birth	Driver License Number / State
7. [redacted]	calvin@douglasparking.com	7. [redacted]	

Part 6: List building structure or space owner's information:

Last	First	Middle

Residence Address

Number	Street	Apt#	City	State	Zip Code

Cell Phone #:	Email Address:	Driver License Number / State

PART 7: DESCRIBE IN DETAIL YOUR PROPOSED BUSINESS PLAN AND SPECIFIC ACTIVITY: (INCLUDE IN YOUR DESCRIPTION THE HOURS & DAYS OF PROPOSED BUSINESS. THE SPECIFIC TYPE OF ACTIVITY. THE HOURS & DAYS OF EACH SPECIFIC ACTIVITY. THE LOCATION IF DIFFERENT FROM BUSINESS ADDRESS. TYPES OF ITEMS SOLD, & ANY SPECIFIC INFORMATION AS REQUIRED BY THE SAN FRANCISCO MUNICIPAL CODE OR STATE OF CALIFORNIA CODES. I.E., WHO, WHAT, WHERE & HOW?)

Operate a monthly parking garage for the surrounding Residential buildings and Commercial buildings that are attached to the garage. The buildings have a license agreement with rights to use the garage all of the current parkers in the garage are not subject to parking taxes.

DAYS/HOURS OF OPERATION:

DOUGPAR-02 MAILEJEPPESEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	CONTACT NAME: PHONE (A/C, No, Ext): (714) 505-5550 FAX (A/C, No): (714) 975-8966 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Gotham Insurance Company — 25569
INSURED Douglas Parking, LLC 1721 Webster Street Oakland, CA 94612	INSURER B: New York Marine And General Insurance Company — 16608
	INSURER C: Berkshire Hathaway Homestate Insurance Company — 20044
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER	X		[redacted]	7/1/2025	7/1/2026	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			[redacted]	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Auto Liab Ded.	$	5,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			[redacted]	7/1/2025	7/1/2026	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	7/1/2025	7/1/2026	X PER STATUTE / OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	GK Legal Liability			[redacted]	7/1/2025	7/1/2026	Per Occurence		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Portside - 444 Spear Street, San Francisco, CA 94105.
SF Oakland Bay, LLC and United States Trustee is included as Additional Insured with regard to General Liability per attached form GL05570419.

CERTIFICATE HOLDER

SF Oakland Bay, LLC attn: Joseph T Chua, Manager
P.O. Box 8308
Tamuning, GU 96931

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[redacted]

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARKING OPERATIONS ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. ADDITIONAL INSUREDS

The following Paragraphs are added to **SECTION II – WHO IS AN INSURED**:

1. Broad Named Insured

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof), will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

2. Lessor Of Leased Equipment

a. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. The insurance afforded these additional insureds does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Managers Or Lessors Of Premises

a. Any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you subject to the additional exclusions in **b.** below.

b. The following additional exclusions apply to the insurance afforded these additional insureds: This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

4. Owners, Lessees Or Contractors

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

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A person's or organization's status as an additional insured under this endorsement ends when your operations for that insured are completed.

b. The following additional exclusions apply to the insurance afforded these additional insureds: This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

5. Vendors

a. Any person or organization (referred to as vendor) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to "bodily injury" or "property damage" arising out of "your products" covered within this policy, which are distributed or sold in the regular course of the vendor's business, subject to the additional exclusions in **b.** below.

b. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its "employees" or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in sub-paragraphs **4.** or **6.**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

c. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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6. **Written Contract, Agreement or Permit**

   a. Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract, written agreement, or permit that is:

      (1) Currently in effect or becoming effective during the term of this policy; and

      (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

   b. The insurance provided to the additional insured by this extension of coverage applies as follows: That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:

      (1) Premises you own, rent, lease or occupy, or

      (2) Your ongoing operations performed for the additional insured at the job indicated within the written contract or written agreement.

   c. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

      This insurance does not apply to "bodily injury" or "property damage" occurring after:

      (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

      (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.

   d. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by the rendering of or failure to render any professional services.

7. With respect to the Additional Insureds included in this endorsement, the following Paragraphs are added:

   a. The Limits of Insurance applicable to an additional insured are those specified in the written contract, written agreement, or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

   b. The following Paragraph is added to Condition **4. Other Insurance a. Primary Insurance**

      With respect to the Additional Insureds included above, this insurance will be primary and non-contributory regardless of whether other insurance is available to the additional insured on a primary basis.

   c. Paragraph **4. Other Insurance, b. Excess Insurance (1) (b)** is deleted.

   d. Paragraph **4. Other Insurance, c. Method Of Sharing** is deleted.

B. "BODILY INJURY" REDEFINED

The following definition in **SECTION V – DEFINITIONS** is deleted and replaced by:

Bodily Injury

"Bodily injury" means bodily injury, sickness or disease, sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or mental injury sustained by a person, but only if these result from covered physical harm, physical sickness or physical disease.

C. DAMAGE TO RENTED PREMISES

Exclusion **2. j. Damage To Property** in **SECTION I – COVERAGES, COVERAGE A.** is amended as follows: The paragraph immediately following **(6)** is deleted and replaced by:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days or to premises while rented, leased or operated by you with the permission of the owner, for your parking operations. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE.**

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D. EXPANDED DEFINITIONS OF EMPLOYEE

The following replaces the definition of "employee" in **SECTION V – DEFINITIONS**:

Employee

"Employee" includes a "leased worker" or a "temporary worker".

E. EXPANDED DEFINITION OF PERSONAL AND ADVERTISING INJURY

The following is added to the definition of "personal and advertising injury" in **SECTION V – DEFINITIONS**:

Personal And Advertising Injury

"Personal and advertising injury" includes the additional offense of abuse of process.

F. NOTICE AND KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:

The notification requirements of Paragraphs **2.a.** and **2.b.** in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** apply only when the "occurrence", offense, claim or "suit" are known to:

1. You, if you are an individual;
2. A partner or member, if you are a partnership or joint venture;
3. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
4. A member or manager, if you are a limited liability company; or
5. An insurance manager, risk manager, third party administrator or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" does not in and of itself constitute knowledge to you unless an individual described in **1 – 5** above has actual knowledge of the "occurrence", offense, claim or "suit".

G. NON-OWNED WATERCRAFT

1. Subparagraph **(2)** in **2. Exclusions, g. Aircraft, Auto or Watercraft,** in **SECTION I – COVERAGES, COVERAGE A** is deleted and replaced by:

   A watercraft you do not own that is:

   a. Less than 52 feet long; and

   b. Not being used to carry persons or property for a charge;

   This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

2. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

H. OPERATION OF CUSTOMER'S AUTO

1. Subparagraph **(3)** in **2. Exclusions, g. Aircraft, Auto or Watercraft,** in **SECTION I – COVERAGES, COVERAGE A** is deleted and replaced by:

   a. Parking a "customer's auto" on, or on the ways next to, premises you own, rent or operate, provided the "auto" is not owned by or rented or loaned to you or the insured;

   b. Any "customer's auto" on the way directly to or from those premises you own, rent or operate as a parking company, provided that the "auto" is not owned by, rented or loaned to the named insured.

   c. Moving a "customer's auto" on the way to or from an "auto" garage or repair facility while being driven by you, or your "employee" at your direction.

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2. The following definitions in **SECTION V – DEFINITIONS** are amended to include:

Customer's Autos

"Customer's Auto" means an "auto", including bicycles, on those premises you own, rent or operate as a parking company and in the insured's care, custody, or control. "Customer's Autos" also means incidental transport of "customer's autos" for the purpose of auto repair or service and hand washing/detailing of "autos".

"Customer's Auto" does not include:

a. shuttle operations; or

b. an "auto" owned by, rented or loaned to the named insured.

I. PREMISES EXTENSION

Paragraph **6.** In **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by:

Subject to Paragraph **5.** above, the Damage To Premises Rented, Leased, Or Operated By You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented, leased or operated by you with permission of the owner, for your parking operations, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

J. PROPERTY DAMAGE EXCEPTION

Exclusion **2. a. Expected or Intended Injury** in **SECTION I – COVERAGES, COVERAGE A** is deleted and replaced by:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following Paragraph is added to Condition **6. Representations:**

Failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, provided such failure to disclose all hazards or prior "occurrences" or offenses is unintentional.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following Paragraph is added to Condition **8. Transfer of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract or a written agreement that you have agreed to prior to loss.

All other terms and conditions remain unchanged.

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SECURITY PLAN

Applicant's Name:	Calvin Tan						
Contact Number:	[redacted]	**Email:**	calvin@douglasparking.com				
Business Name:	Douglas Parking LLC						
Parking Facility Address:	401 Main Street San Francisco CA 94105						
Parking Facility Phone Number:		**Capacity:** 289		**# of Spaces:** 289			
Days and Hours of Operation:	**MON**	**TUE**	**WED**	**THU**	**FRI**	**SAT**	**SUN**
	NA	NA	NA	NA	NA	NA	NA

Number of Employees and Hours:
We are a self park facility no employees on site, parkers are allowed to park 24/7

How is parking facility secured when closed? There are physical gates on the street entrances

Provide a drawing or schematic identifying the number, type, and location of all light sources on premises; including lighting located within pedestrian stairwells and entrances:
Provided

Security Cameras (number and location; also identify on schematic):
5 security cameras on site

How long are recordings kept? 30 days

Emergency Call Boxes or Phones (number and location; also identify on schematic):

no phones on site

If the parking facility leases spaces to either a certified car-share organization or to patrons who rent spaces on a long-term basis, describe how patrons will retain access during hours when the parking facility is not open for business:

We do not lease to car share organizations

If the parking facility is open between 7:00 PM and 3:00 AM and any entrance/exit is within 1000 feet of any entrance/exit to an Entertainment Establishment, permittee must provide an on-site attendant or security guard or other individual. An attendant, security guard or other individual is not required on site if all vehicular entrances and exits to the parking facility are closed and secured so that vehicles may not enter or exit the garage or lot.

☐ **Attendant** ☐ **Security** ☐ **Other**

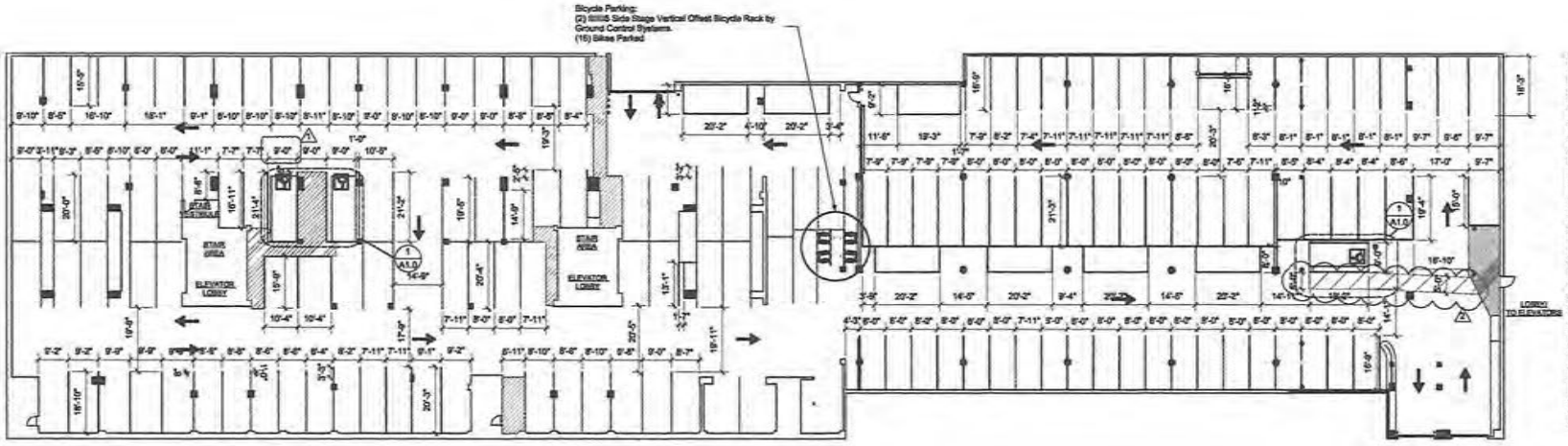
Name(s): **Phone #:** **Employer:**

I certify that I shall operate the parking garage or parking lot in compliance with the security plan for the duration of any commercial parking permit issued by the Chief of Police.

Signature Calvin Tan **Date** 10/28/25

Additional restrictions required by San Francisco Police Department:

CREATED 01/13/15. REVISED 02/17/21

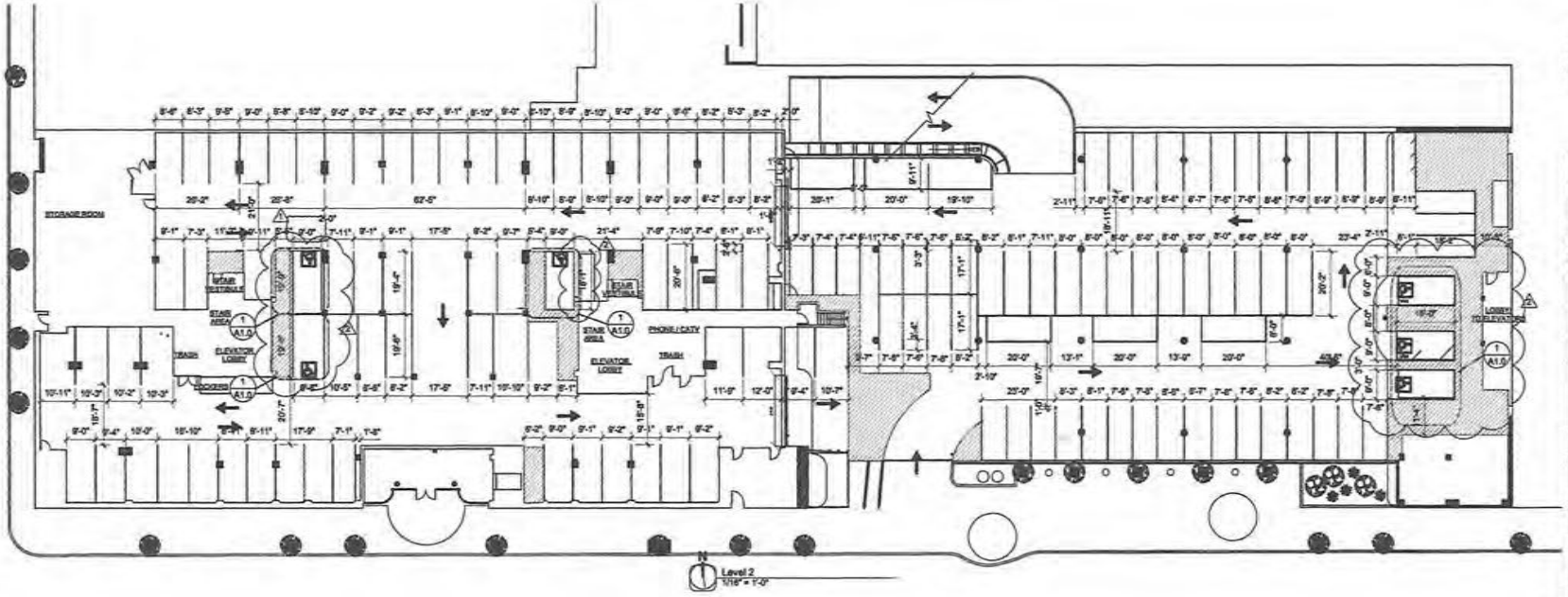


N

Level 1 (Ground Floor)
1/16" = 1'-0"

PARKING SPACE COUNTS (Proposed)		
LEVEL 1		
	COMPACT	64
	STANDARD	90
	ADA	3
TOTAL LEVEL 1		157
LEVEL 2		
	COMPACT	69
	STANDARD	58
	ADA	5
TOTAL LEVEL 2		132
TOTAL INDEPENDENTLY ACCESSIBLE SPACES		289
Valet Spaces		84
	TOTAL	373
BICYCLE PARKING		
	LEVEL 1	16

	Level 2	Level 1	Total (GSF)
New Striping:	1884	1839	3723
Exist Striping (To Be Removed)	1711	1740	3451
Exist. Striping (No Removal)	1484	1140	2624



N

Level 2
1/16" = 1'-0"

No.	Date	Appr	Revision Notes
2	12/2/2020		Per DRB Comments 11/19/20
1	5/15/20		Modified and corrected dimensioned dimensions per ADA Spec

PORTSIDE GARAGE

609 MASON STREET
SAN FRANCISCO, CALIFORNIA

MARCH 9, 2020

Proposed Striping Plan

3/9/2020

A2.0

PARKING MANAGEMENT CONTRACT

This Management Contract (the "Contract") is made and entered into by and between **SF Oakland Bay, LLC** hereinafter called "Owner" and **Douglas Parking LLC** hereinafter called "Operator", said Contract covering the operation described in Paragraph 1 (hereinafter called the "Operation"), under the following terms and provisions:

1. **Facility.** The Operation for Owner's benefit consists of Valet Services & Parking Facility management, for the 289 stall parking garages located at 444 Spear Street, San Francisco, CA 94105.

2. **Term.** The term of this Contract shall be for a period of twenty-four (24) months, commencing on August 1, 2025 with two optional, additional one year term extensions to follow. After initial term, contract shall continue on a month-to-month basis.

3. **Termination.** Owner and Operator shall have the right to cancel this Contract without penalty, without cause, upon giving Operator thirty (30) days prior written notice, and Owner sixty (60) days prior written notice.

Upon termination of this Contract, Operator shall deliver to Owner the following with respect to the Parking Facility operation (such obligation to survive termination of the Contract):

A. A final written statement, as detailed in Paragraph 17 herein upon Termination.

B. Copies of all records and contracts which pertain to the Parking Facility operation.

C. All personal property purchased by Operator on behalf of Owner. Additionally, Operator shall be entitled to remove items of personal property, trade fixtures and equipment owned by Operator at no expense to Owner. Operator shall be responsible for correcting to Owner's reasonable satisfaction any damage incurred through such removal.

D. All keys, passcards, etc.

4. **Compliance with Law.** Operator shall comply with all applicable laws, rules, regulations, orders, directives and ordinances (federal, state, municipal and other agencies

having any jurisdiction thereof) relating to the use, operation or condition of a commercial public Operation.

5. **Operation.** Operator agrees to provide valet and parking facility management services, including but not limited to general oversight, valet parking services, monthly parker administration & management, parking enforcement, monitoring, ticketing, cleaning, vehicle removal services, revenue collections, parking equipment management, related administrative services, auditing, reporting and basic maintenance at the Parking Facility. Parking facility will be staffed Monday through Friday, 7:00 am to 7:00 pm with a single valet attendant. Operator will be responsible for facility management and support, 24 hours per day, seven days per week following the regulations set forth in this agreement (Operating hours and scope are subject to change per Owner request and operational demands).

Operator will employ a qualified and well-trained parking and valet team to staff the garage, provide valet service, assist customers, maintain the equipment & facility, perform general cleaning and maintenance, and provide overall support to the Parking Facility. Staff will be greet parkers in a professional and courteous manner and shall employ the highest level of customer service. Should the parker choose to valet their car, the attendant will perform a vehicle damage check then issue a valet claim ticket to the parker which will be returned to valet in order to have the car retrieved. The valet will then drive and park the vehicle at the designated location or valet space. Once parked, all keys will be stored in a secure key box at the Parking Facility. When a guest requests the return of their vehicle, if applicable, the valet will calculate the total amount owed and collect payment. Once parking fee is received, the valet will retrieve the vehicle from the Parking Facility and deliver it to the guest at the valet station.

Operator will sell monthly parking access parkers, the rate of which will be determined based on local market rates with Owner approval. Operator will manage these monthly parker accounts for the facility, invoicing & collecting payments, maintaining up to date parker records, issuing access credentials, and managing access credentials in the parking equipment system.

All rates, both monthly and transient, will be reassessed regularly by Operator to determine if modifications must be made in order to maximize income and maintain peak operational efficiency. Operator will regularly consult with Owner, analyzing the efficacy

of the current rates in the local parking climate and, at times, suggest modifications based on said analysis.

All income processed will be deposited to Operator bank account, reconciled by Operator, then issued in check or ACH form to Owner. Any fees associated with a third-party payment gateway will be incurred by operator and billed to Owner on a monthly basis. Owner will notify when the transient parking program will commence.

Operator will designate a dedicated Account Representative who will be based in the Operator's Oakland HQ office and available to communicate with tenants and Owner's representatives Monday-Friday. This Account Representative will be responsible for all monthly parker billing, collections, and garage credential management, for both tenant and non-tenant permit parkers.

Operator agrees to assist with building communication related to ongoing garage items, and shall attend building HOA meetings as the garage operator representative.

Operator will not erect or install any signage without the approval of Owner nor install or leave onsite any equipment without approval of Owner.

Operating plan may be modified at any point at the request, and/or written approval of Owner.

6. **Complaints and Problems.** Operator agrees to properly, promptly, and courteously process and resolve all claims, problems, questions, and complaints arising from the Operation. Operator also agrees to promptly give Owner notice of all claims of personal injury or claims involving property loss or damage.

7. **Additions and Alterations.** No additions, alterations, improvements or modifications of any kind may be made to the Operation by the Operator, unless first approved by Owner, and then only under the control and supervision of Owner.

8. **Access By Owner.** It is understood that Owner shall have access to any and all areas within the Operation as required by Owner.

9. **Operational Plan.** Operator shall develop and recommend to Owner all necessary policies, procedures, and operating methods to be employed at the Parking Facility, including parking prices, sale of parking validations and other details regarding sale of parking and collection of sales proceeds which shall be submitted to the Owner in writing for approval prior to the commencement of operation. Owner shall have the right to approve all operating policies of the Parking Facility and, by written notice to the Operator, make such changes in policy from time to time as in Owner's sole judgment may appear appropriate. Operator agrees to execute Owner's directives as they relate to all matters pertaining to management of the Parking Facility including, but not limited to, tariffs, operating procedures, audits, security, traffic controls, graphics, hours of operation, percentages of monthly and daily parkers, terms and conditions of monthly and daily space rentals, location and priority of space assignments, space markings, uniforms, approval of personnel engaged in the operation of the Parking Facility, and customer and public relations.

10. **Consultant Services.** Operator shall provide consultant and advisory services for the Operation at no charge to Owner. Operator shall at all times use its best efforts to investigate, evaluate, and recommend to Owner any additions or changes in policies, procedures and operating methods which would improve the efficiency of the Operation and further assure the general good reputation and profitability of the Operation.

11. **Personnel.** To the extent possible by law and local circumstances, Operator shall conduct a pre-employment check, which includes a criminal background check, of each person intended to be employed for such purpose of rendering service here under. The pre-employment check shall determine a person's suitability for employment on the basis of the following factors: Job qualifications, including prior experience and recommendations (if any), honesty, integrity, personal grooming/hygiene, and customer service skills.

All staffing levels shall be approved by Owner prior to placement of Operator's personnel on-site at the Operation.

12. **Fees**. Owner shall pay Operator the following fixed fees per month for the management of Operations:

Management Fee – With Valet Service $3,500.00

Management Fee – Without Valet Service	$3,000.00
Administration & Accounting Fee	$500.00
Incentive Fee	3.5% of net income collected on transient and outside monthly parker business.
Uniform Fee	$200.00
GKLL Insurance	$1,212.00

13. **Operating Expenses.** Any operating expenses excluded from section 12 'Fees' of this agreement, such as start-up costs, equipment, supplies, utilities, uniforms, etc. will be charged back to Owner at cost after Operator receives prior written approval from Owner for the expense.

14. **Billing.** Operator to bill Owner monthly by the 10th of the month for reimbursement for expenses incurred during the prior month. Operator will incur various costs and expenses in performing services under this Contract. Owner agrees to pay for all costs, disbursements and expenses paid or owed by Operator in connection with performance of the Contract. Operator must provide accurate and complete documentation to verify each reimbursable expense.

15. **Attorneys' Fees.** If either party named herein brings an action to enforce the terms hereof or declare rights here under, the prevailing party in any such action shall be entitled to his reasonable attorneys' fees and expenses and court costs, to be paid by the losing party.

16. **Audit.** Upon Owner's request, either Owner's accountants or an independent accounting firm selected by Owner may inspect Operator's books which pertain to the costs incurred in operation of the Operation under this Contract.

17. **Insurance.** Operator shall, at all times during the term of this Contract and any extension or renewal thereof, maintain a policy or policies of paid insurance covering the herein described Operation which shall be issued by solvent insurance company or companies authorized and licensed to provide insurance in California, rated A + + or better in Best's Insurance Guide, which contain no less than the following coverages:

Type of Coverage	Minimum Limits
A. Workers' Compensation	Statutory Limits, as required by law
B. Employer's Liability	$1,000,000
C. General Liability	
Bodily Injury	$3,000,000 CSL
Property Damage	$3,000,000 CSL
D. Umbrella/Excess Liability	$2,000,000
E. Blanket Fidelity Bond	$10,000/employee
F. Lot Keeper's Liability	$500,000

Operator shall furnish to Owner, or cause to be furnished to Owner, prior to execution of this Contract, a Certificate of Insurance and a copy of Operator's policy or policies. **Owner**, it's officers, directors, and managers shall be named as an additional insured on Operator's policy or policies, and Operator shall provide Owner with written evidence of such inclusion.

21. **Mediation and Arbitration.** If there is any controversy, claim, or dispute ("Dispute") between the parties arising out of or relating to the Agreement which the parties cannot resolve within 10 days after written notification by one party to the other of the existence of such Dispute, the parties shall submit such Dispute to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association. If the parties fail to resolve the Dispute through mediation within 10 days after beginning mediation efforts, then either party may submit the Dispute to arbitration and such arbitration shall be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The mediation and/or the arbitration shall be held in Oakland, California. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

22. **Indemnification.** Operator expressly agrees to indemnify, save, protect, defend, reimburse and hold harmless the Owner, it's officers, directors, and managers, from and against all claims on the part of the Operator, Operator's agents or employees or third parties of whatever nature (i) arising from or relate to any act, omission or active negligence of Operator or Operator's vendors, licensees, agents, servants or employees, or any accident, injury or damage whatsoever caused to any person, or the property of any person, including that of Operator or Operator's agents or employees, occurring

during the term hereof in or about the Operation, regardless of when such injury or damage shall be discovered (including any claim by a third party in connection with damage to the Operation or Operator's or Owner's property located therein or property of any other person within the Operation) or (ii) arising from or relating to or alleged to have arisen from or be related to any accident, injury, or damage occurring outside of the Operation, where such accident, injury or damage results, or is claimed to have resulted from an act or omission on the part of Operator or Operator's agents or employees. This indemnity, defense, and hold harmless agreement shall include indemnity against all reasonable costs, expense and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including reasonable attorney's fees.

Owner agrees to indemnify Operator under the same terms as above to the extent that Owner is determined to be negligent with respect to any claim asserted against Operator.

23. **Independent Contractor.** Each party to this Contract agrees that the services to be rendered by Operator are to be considered as those of an Independent Contractor and not as an employee or an agent. In the performance and exercise of the specific duties, powers and services elsewhere enumerated herein, Operator shall render and perform all technical advisory, operational and supervisory functions as necessary in order to best serve Owner's interests.

24. **Validity.** If any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall not affect any other term, covenant or condition herein contained.

25. **Notices.** All notices, demands and reports provided for in this Contract or with respect to this Contract shall be given to the parties at the addresses set forth below or at such other addresses as they individually may specify thereafter by notice hereunder to the other party.

For Owner: SF Oakland Bay, LLC
Joseph T. Chua, Manager
Mailing Address: P.O Box 8308
Tamuning, Guam 96931

Physical Address: 38 Bryant St & 401-403 Main street
San Francisco, CA 94105

For Operator: Douglas Parking LLC
Matthew Bloom
1721 Webster Street
Oakland, California 94612
(510) 444-7412
Matt@douglaparking.com

Such notice or other communication shall be mailed by United States registered or certified mail, return receipt requested, postage prepaid and shall be deemed delivered on the day after deposit in the United States Mail. Such notices, demands, consents and reports may also be delivered by hand, but in such event, shall not be deemed delivered until received.

26. **Parties in Interest.** All the terms and provisions of this Contract shall be binding upon, and inure to the benefit of, and be enforceable by the parties hereto any by their respective successors in interest and assigns whether or not expressly so stated, provided, however, that this Contract shall not be assigned by Operator without the express written consent of the Owner. Owner may assign this Contract at any time during the term hereof and such assignment shall be in all respects recognized by Operator.

27. **Amendments.** This Contract may not be altered, changed, or amended, except by an instrument in writing, signed by both parties hereto.

28. **Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of the Contract.

29. **Contractor's Liability.** Operator shall be liable to Owner for all losses, damages, fines, costs, and expenses, including attorney's fees and court costs, sustained or incurred by Owner by reason of or arising out or Operator's breach of the duties and obligations required by this Contract.

IN WITNESS THEREOF, the parties have executed and delivered this Contract this _____ day of _____, 2025.

OWNER:
SFOB LLC

by [redacted]
Date [redacted]

[redacted] oseph T Chua
Manager
38 Bryant St & 401-403 Main street
San Francisco, CA 94105

OPERATOR:
Douglas Parking LLC

by: [redacted]
Date: 6.27.25

Matthew Bloom
Director | Relationship Management
1721 Webster Street
Oakland, CA 94610

Treasurer & Tax Collector
CITY AND COUNTY OF SAN FRANCISCO

José Cisneros
TREASURER

2025 APPLICATION FOR RENEWAL OF PARKING CERTIFICATE OF AUTHORITY

City and County of San Francisco
Office of the Treasurer & Tax Collector Business
Tax Section - Parking
P.O. Box 7425, San Francisco, CA 94120-7425

CCSF-TTX-USE ONLY
Date Received

Renewal of Certificate of Authority (COA) to Collect 2025 Parking Taxes is due and must be postmarked no later than December 31, 2024 and submitted with a valid parking tax collection bond or continuation certificate for each parking station in operation. You may use this form to renew only if you have a valid 2024 COA issued by our office for each location subject to the renewal.

APPLICANT INFORMATION

I, Applicant, am the parking operator and am renewing the issued Certificate of Authority to Collect Parking Taxes for the City and County of San Francisco. I understand this renewal application must be complete to be accepted for review.

Name of Parking Operator	Business Account Number (BAN)	Location Identification Number (LIN)
Douglas Parking LLC	[redacted]	

Business Name	Mailing Address
Douglas Parking LLC	1721 Webster Street
Telephone No.	City, State, ZIP
510 444 7412	Oakland CA 94612

BUSINESS OWNERSHIP STRUCTURE

☑ I certify there are no changes to the business structure or ownership as reported in the Certificate of Authority so filed last year. If there are any changes, do not use this form and instead complete a new 2025 COA initial application.

PARKING STATION UPDATED INFORMATION

List all the parking stations by street address for which you are renewing the Certificate of Authority. The street address must match the locations for which you are currently reporting. You must have a valid 2024 Certificate of Authority for each of the locations listed below.

Please complete all relevant information in the table below

Location Address	Rent as of 01/01/25	Lease Start Date	Lease End Date	Lessor Name	Property Owner Name
55 OKearny		management	contract		JLL
401 Main St		management	contract		SFOB
1450 17th St		management	contract		Eureka Garde

continued on next page

If additional location information exists, please complete all further information in the identical format and attach to the renewal application

SUBLEASE INFORMATION

Do you sublease any portion of your parking station area?

☐ Yes, complete below and submit a copy of the sublease agreement.

☑ No, skip to next section.

1. Sub-Lessee name: _____
2. Sub-Lessee address: _____
3. Sub-Lease dates: beginning ____/____/____ to ending ____/____/____
4. Total rent paid to you by sub-lessee: $_____
5. Frequency of rent: Monthly ☐ Annual ☐ Other: _____ (circle one)

VALET INFORMATION

Associated Hotel Valet Parking Operation

Do any your business locations maintain any associated hotel valet parking? ☐ Yes, complete below

☑ No, skip to next section.

Indicate where you park the vehicles:

- ☐ Fixed location at (address): _____
- ☐ Hotel name: _____ hotel
  Address: _____ Location of where vehicles are parked: _____

If more than one location, please attach additional page with such information

ONLINE PARKING RESERVATION AND CAR SHARE

ONLINE PARKING RESERVATION AND/OR CAR SHARE Do you maintain now, or plan to gain or maintain any contractual

Relationships with any online parking reservation application and/or car sharing company?

☑ Yes ☐ No

If yes, please list such names and contact information below:

		Online Reservation	Car Share
1.	Spothero	☑	☐
2.	Parkwhiz	☑	☐
3.		☐	☐
4.		☐	☐
5.		☐	☐

OTHER BUSINESS INFORMATION

Are there any changes to the listed stations as reported in the Certificate of Authority so filed last year for the following?

	Change	No Change
Type of parking station	☐	☑
Hours of operation	☐	☑
Special event information	☐	☑
Parking capacity	☐	☑
Revenue control equipment requirements	☐	☑
Valet parking information	☐	☑

If any changes exist to any parking station, please provide all relevant details concerning all within the update form for each location.

Location address	Type of change	Date of change	Detail of change(s)

If additional location information exists, please complete all further information in the identical format and attach to the renewal application.

Declaration of Responsibility

By signing this application form, I represent and acknowledge that I am the person, or authorized agent for this person, responsible for the operation of this parking station. I am responsible for the collection and/or remittance of the parking tax from the occupant and payment of those tax revenues to the Tax Collector. I am liable for all applicable tax, penalties, interest and fees, including but not limited to, the failure to collect and transmit the tax, for underreporting the tax, for failure to transmit the taxes to the Tax Collector, for any misrepresentations contained in this application, or for any other violations of applicable law regarding the operation of the location where parking occupancy occurs. Those penalties may include but are not limited to, suspension and/or revocation of the certificate. If any information included on this application should change, I agree to inform the Tax Collector of those changes within five (5) working days. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 14th day of November, 2025, at 10:00am

[redacted]
Signature

Calvin Tan
Name

Regional Manager
Title

calvin@douglasparking.com
Email

CORPORATE OFFICE:
DOUGLAS PARKING LLC
1721 Webster Street
OAKLAND, CA 94612
OFFICE: 51.444.7412
FAX: 510.452.3654
800.877.9984

DOUGLAS PARKING PORTSIDE GARAGE EMPLOYEE LIST

At this time Douglas Parking does not have any employees working at Portside Garage and the garage is run as a full self-park location until further notice.

Sincerely,

Calvin Tan
Regional Manager
Douglas Parking LLC

7. [redacted]

CORPORATE OFFICE:
DOUGLAS PARKING LLC
1721 Webster Street
OAKLAND, CA 94612
OFFICE: 51.444.7412
FAX: 510.452.3654
800.877.9984

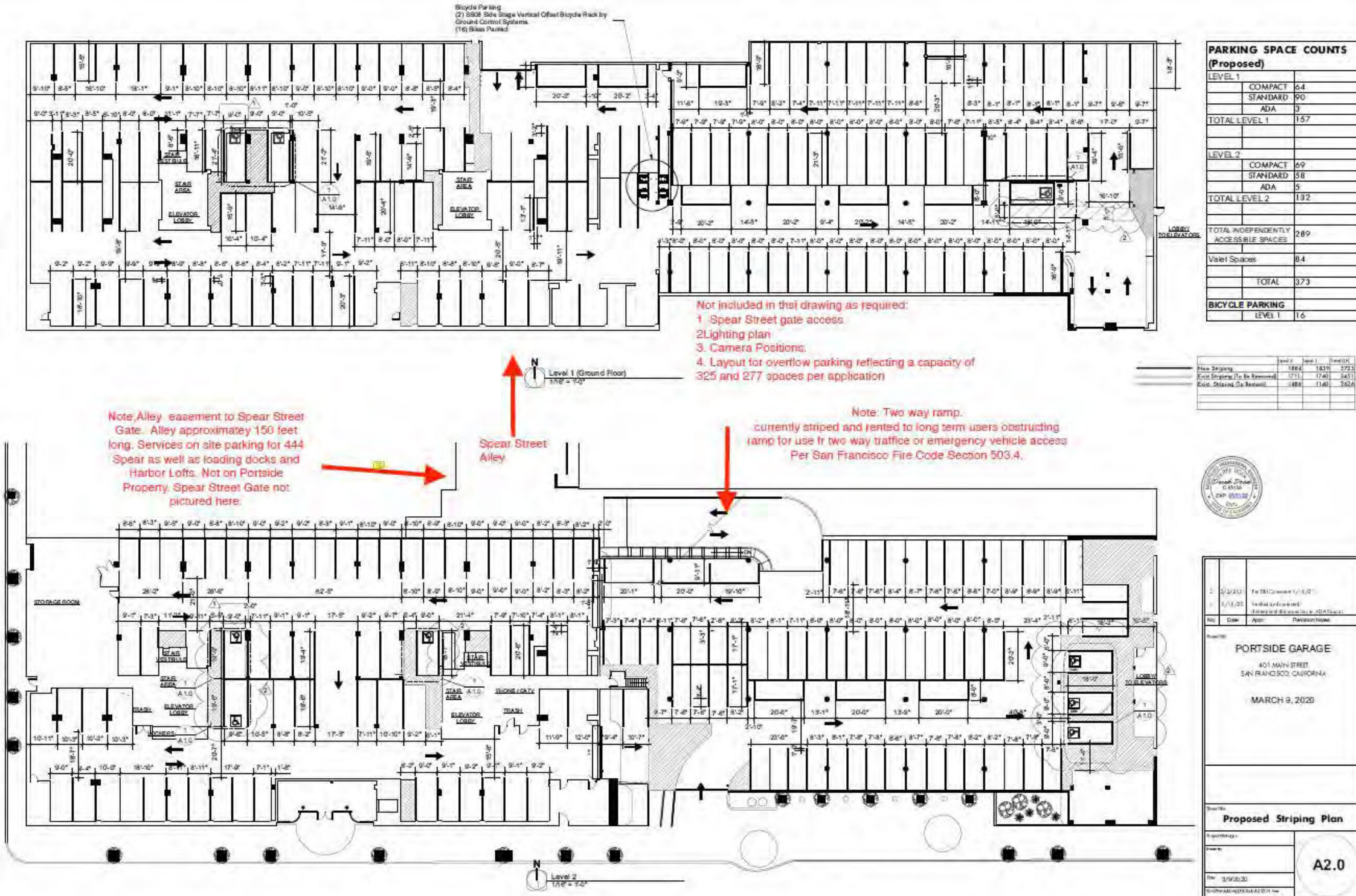
To Whom it May Concern and/or the Attention of the San Francisco Police Department

I am the operator of **Portside Garage on 401 Main Street San Francisco, CA 94105**. There are no EV Charging stations currently installed in this facility. According to the guidelines set forth by the SF Environment I believe this location is within compliance as the garage was built before the start of the mandate and installing the EV chargers would be difficult in its current layout.

I, **Calvin Tan** declare and affirm under penalty of perjury that the statements made herein are true and correct to the best of my knowledge, information, and belief.

7. [redacted]

EXHIBIT E



PARKING SPACE COUNTS (Proposed)		
LEVEL 1		
	COMPACT	64
	STANDARD	90
	ADA	3
TOTAL LEVEL 1		157
LEVEL 2		
	COMPACT	69
	STANDARD	58
	ADA	5
TOTAL LEVEL 2		132
TOTAL INDEPENDENTLY ACCESSIBLE SPACES		289
Valet Spaces		84
	TOTAL	373
BICYCLE PARKING		
	LEVEL 1	16

	Level 2	Level 1	Total (LF)
New Striping	1884	1839	3723
Exist Striping (To Be Removed)	1711	1740	3451
Exist. Striping (To Remain)	1689	1140	2829

No.	Date	Appr.	Revision Notes
1	2/2/20		Per DBI Comment 1/16/20
2	3/9/20		Individual Accessible Spaces at ADA Spaces

PORTSIDE GARAGE

401 MAIN STREET
SAN FRANCISCO, CALIFORNIA

MARCH 9, 2020

Proposed Striping Plan

A2.0

EXHIBIT F

Outlook

RE: POE Near 401 Main Street

From Azevedo, Kaitlyn (ADM) <kaitlyn.azevedo@sfgov.org>
Date Mon 3/2/2026 11:56 AM
To Erickson, Brandon (POL) <brandon.erickson@sfgov.org>

Hi! Did you call me this morning? I saw a missed call from a # that looked like it may have been from a station, but I didn't get a VM.

There is one POE permit right at 1,000 feet away (my maps says it's 1,008' depending where you put the measurement tool) from 401 Main Street which is 450 Harrison St – the Sailor's Union of the Pacific.

Let me know if you need more info!

Kaitlyn Azevedo (she/her)
Deputy Director
San Francisco Entertainment Commission
49 South Van Ness, Suite 1482
San Francisco, CA 94103
628-652-6038 (direct line) | 628-652-6030 (EC main line)
Kaitlyn.Azevedo@sfgov.org
Facebook | Website
Instagram | *Sign up for the Entertainment Commission e-mail list*

Please be mindful that all correspondence and documents submitted to the Entertainment Commission are public records and, as such, are subject to the **Sunshine Ordinance** and can be requested by the public. If this happens, personal information such as Social Security numbers and phone numbers, will be redacted.

EXHIBIT G

503.2.1. [For SF] Dimensions.

Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). The Fire Department shall review projects impacting street width, and may request greater minimum unobstructed street width or unobstructed vertical clearance on a case-by-case basis.

The Following San Francisco Fire Code section replaces the corresponding International Fire Code Section:

503.4. [For SF] Obstruction of Fire Apparatus Access Roads.

Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Subject to Health and Safety Code Sections 13104, 13108, 13114, 18941.5, and California Fire Code Sections 1.11.2, 104.1 and 503, the portion of the sidewalk or median, immediately adjoining and extending into a roadway that has no utility pole, street light, street furniture, fire hydrant, trees, shrubbery, or other structure or natural growth attached thereto and that has a height that does not exceed six inches above the roadway shall not constitute an obstruction of a fire apparatus access road. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times. All projects impacting the width of a fire apparatus access road shall be subject to review by the Fire Department.

Section 503.4.1 of the International Fire Code is deleted.

EXHIBIT H

SEC. 154. DIMENSIONS FOR OFF- STREET PARKING, FREIGHT LOADING, AND SERVICE VEHICLE SPACES.

(a) **Parking Spaces.** Parking spaces may be either independently accessible or space-efficient as described in Section 154(a)(4) and 154(a)(5), except as required elsewhere in the Building Code for spaces specifically designated for persons with physical disabilities. Space-efficient parking is encouraged.

(1) Each independently accessible off-street parking space measuring an area of 144 square feet (8 feet by 18 feet) shall count as a standard space and measuring 112.5 square feet shall count as a compact space (7.5 feet by 15 feet), except for the types of parking spaces authorized by subsection (a)(4) below and spaces specifically designated for persons with physical disabilities, the requirements for which are set forth in the Building Code. Every parking space shall be of usable shape. The area of any such space shall be exclusive of driveways, aisles, and maneuvering areas.

(2) Any ratio of standard spaces to compact spaces may be permitted, so long as compact car spaces are specifically marked and identified as a compact space.

(3) Off-street parking spaces in DTR, C-3, RTO, NCT, Eastern Neighborhoods Mixed Use, PDR-1-D, and PDR-1-G Districts shall have no defined area or dimension requirements, except as required elsewhere in the Building Code for spaces specifically designated for persons with physical disabilities. For all uses in all Districts, refer to Sections 153 and 151.1(c) for rules regarding calculation of parking spaces.

(4) Permitted off-street parking spaces in mechanical parking structures that allow a vehicle to be accessed without having to move another vehicle under its own power shall be deemed to be independently accessible. Parking spaces that are accessed by a valet attendant and are subject to such conditions as may be imposed by the Zoning Administrator to insure the availability of attendant service at the time the vehicle may reasonably be needed or desired by the user, shall be deemed to be independently accessible. Any conditions imposed by the Zoning Administrator pursuant to this Section 154 shall be recorded as a Notice of Special Restriction.

(5) Space-efficient parking is parking in which vehicles are stored and accessed by valet, mechanical stackers or lifts, certain tandem spaces, or other space-efficient means. Tandem spaces shall count toward permitted off-street parking spaces if no more than one car needs to be moved to access the desired parking space.

(6) Ground floor ingress and egress to any off-street parking spaces provided for a struc- ture or use, and all spaces to be designated as preferential carpool or van pool parking, and their associated driveways, aisles and maneuvering areas, shall maintain a minimum vertical clear- ance of seven feet.

(b) **Freight Loading and Service Vehicle Spaces.** Every required off-street freight loading space shall have a minimum length of 35 feet, a minimum width of 12 feet, and a minimum verti- cal clearance including entry and exit of 14 feet, except as provided below.

(1) Minimum dimensions specified here- in shall be exclusive of platform, driveways and maneuvering areas except that minimum vertical clearance must be maintained to accommodate variable truck height due to driveway grade.

(2) The first such space required for any structure or use shall have a minimum width of 10 feet, a minimum length of 25 feet, and a min- imum vertical clearance, including entry and exit, of 12 feet.

(3) Each substituted service vehicle space provided under Section 153(a)(6) of this Code shall have a minimum width of eight feet, a minimum length of 20 feet, and a minimum verti- cal clearance of seven feet.

(Amended by Ord. 414-85, App. 9/17/85; Ord. 115-90, App. 4/6/90; Ord. 32-91, App. 1/25/91; Ord. 217-05, File No. 050865, App. 8/19/2005; Ord. 129-06, File No. 060372, App. 6/22/2006; Ord. 72-08, File No. 071157, App. 4/3/2008; Ord. 112-08, File No. 080095, App. 6/30/2008; Ord.

298-08, File No. 081153, App. 12/19/2008; Ord. 188-15 , File No. 150871, App. 11/4/2015, Eff. 12/4/2015; Ord. 296-18, File No. 180184, App. 12/12/2018, Eff. 1/12/2019; Ord. 245-25, File No. 250701, App. 12/12/2025, Eff. 1/12/2026, Oper. 1/12/2026)

AMENDMENT HISTORY

Division (a)(1) amended; Ord. 188-15 , Eff. 12/4/2015. Nonsubstantive amendment; Ord. 296-18, Eff. 1/12/2019. Section header and divisions (a)-(a)(5) amended; Ord. 245-25, Eff. 1/12/2026.

EXHIBIT I

San Francisco Police Department

Permit Application

Type of Permit: **Valet Parking - Fixed Location**

Permit #: _____

Date: 3/6/26

☐ New Application ☑ Renewal

Receipt No.: _____

☐ Amendment

Part 1: Please Print Clearly - Complete Entire Section

Premises Location:

Number	Street	Apt#	City	State	Zip Code
401	Main Street		San Fr	CA	94105

Please Check One: ☑ **Applicant's Name** ☐ **Designated Point of Contact**

Last	First	Middle
Tan	Calvin	Kekuewa

Residence Address

Number	Street	Apt#	City	State	Zip Code
4920	Shadowfalls Dr.		Martinez	CA	94553

Mailing Address (if different than residence)

Number	Street	Apt#	City	State	Zip Code

AKA/Alias	Place of Birth (State or Country)	Date o
	California	[redacted]

Height	Weight	Eye Color	Hair Color	Race	Sex
5'6	180	Brown	Black	(optional) Asian	M

Drivers License Number / State / Class / Restrictions	Social Security #
	[redacted]

Email Address:	Cell Phone #:
calvin@douglasparking.com	[redacted]

Business Name / Employed by:

Douglas Parking LLC

Business Address (if different than residence)

Number	Street	Apt#	City	State	Zip Code	Business Phone #:
1721	Webster St.		Oakland	CA	94612	[redacted]

Have you ever been convicted of, or plead guility or no contest to any crime? ☐ **Yes** ☑ **No**

If yes, provide the information required below. Use additional forms if necessary. ***Failure*** to provide full information relative to prior convictions, guilty pleas or no contest pleas may be considered cause to deny the permit.

Offense	Date	Place of Arrest	Disposition

Part 2: Acknowledgment and Declaration

I, Calvin Tan, *understand that there may be sections of the San Francisco Municipal Code that are applicable to my business and/or permit. There are copies of the San Francisco Municipal Code available at City Hall, The Public Library, and legal bookstores. If a Letter of Intent is required, I acknowledge that the Letter of Intent is part of the application, and I declare under penalty of perjury that the foregoing is true and correct. Executed at San Francisco, California. I understand that any false or incomplete information provided by me, relative to this application, may be considered cause to either deny the requested permit or revoke the permit that is granted.*

Signature of Applicant: Calvin Tan Date: 3/6/26

LETTER OF INTENT

Part 3: Authorized person to manage , direct, or control the operations of the parking garage or parking lot.

Last First Middle

Residence Address

Number Street Apt# City State Zip Code

Cell Phone #:	Email Address:	Date of Birth	Driver License Number / State

Have you ever been convicted of, or plead guility or no contest to any crime? ❑ **Yes** ❑ **No**

If yes, provide the information required below. Use additional forms if necessary. ***Failure*** to provide full information relative to prior convictions, guilty pleas or no contest pleas may be considered cause to deny the permit.

Offense Date Place of Arrest Disposition

Part 4: List every officer/partner & every person with 10% or larger ownership interest in the company. Attach additional pages if necessary.

1) Please Check one: ☐ **Officer** ☐ **Partner** ☐ **10% Ownership +** ☐ **Other**

Last First Middle

Residence Address

Number Street Apt# City State Zip Code

Cell Phone #:	Email Address:	Date of Birth	Driver License Number / State

Have you ever been convicted of, or plead guility or no contest to any crime? ❑ **Yes** ❑ **No**

If yes, provide the information required below. Use additional forms if necessary. ***Failure*** to provide full information relative to prior convictions, guilty pleas or no contest pleas may be considered cause to deny the permit.

Offense Date Place of Arrest Disposition

2) Please Check one: ☐ **Officer** ☐ **Partner** ☐ **10% Ownership +** ☐ **Other**

Last First Middle

Residence Address

Number Street Apt# City State Zip Code

Cell Phone #:	Email Address:	Date of Birth	Driver License Number / State

Have you ever been convicted of, or plead guility or no contest to any crime? ❑ **Yes** ❑ **No**

If yes, provide the information required below. Use additional forms if necessary. ***Failure*** to provide full information relative to prior convictions, guilty pleas or no contest pleas may be considered cause to deny the permit.

Offense Date Place of Arrest Disposition

Part 5: Contact person authorized to receive legal process.

Last	First	Middle
Tan	Calvin	Kekuewa

Residence Address

Number	Street	Apt#	City	State	Zip Code

Cell Phone #:	Email Address:	Date of Birth	Driver License Number / State
[redacted]	calvin@douglasparking.com	[redacted]	

Part 6: List building structure or space owner's information:

Last	First	Middle

Residence Address

Number	Street	Apt#	City	State	Zip Code

Cell Phone #:	Email Address:	Driver License Number / State

PART 7: DESCRIBE IN DETAIL YOUR PROPOSED BUSINESS PLAN AND SPECIFIC ACTIVITY: (INCLUDE IN YOUR DESCRIPTION THE HOURS & DAYS OF PROPOSED BUSINESS. THE SPECIFIC TYPE OF ACTIVITY. THE HOURS & DAYS OF EACH SPECIFIC ACTIVITY. THE LOCATION IF DIFFERENT FROM BUSINESS ADDRESS. TYPES OF ITEMS SOLD, & ANY SPECIFIC INFORMATION AS REQUIRED BY THE SAN FRANCISCO MUNICIPAL CODE OR STATE OF CALIFORNIA CODES. I.E., WHO, WHAT, WHERE & HOW?)

Operate a monthly parking garage for the surrounding Residential buildings and Commercial buildings

that are attached to the garage. The buildings have a license agreement with rights to use the garage

all of the current parkers in the garage are not subject to parking taxes because they are at a fixed below market

monthly parking fees.If required by City Planning Department Valet Operations will resume at location.

DAYS/HOURS OF OPERATION:

EXHIBIT J

JULIE M. MOUSER[1]
JORDAN O'BRIEN[1]
ANNE T. ACUÑA
COLIN MCCARTHY
LANCE R. STEWART[1]
DONALD GAGLIARDI
RONALD STUMP[2]
ROBERT O'ROURKE
JUNHO OH
CAROLYN PETTIFER

Of Counsel
DANIEL E. ANGIUS

[1] *Admitted in Ohio and California*

[2] *Admitted in Ohio and Florida*

1990 N. California Blvd.
Suite 800
P. O. Box 8077
Walnut Creek, CA 94596
Telephone 925-939-9933
www.angius-terry.com

Sacramento, CA
San Jose, CA
Fresno, CA
Manteca, CA
Dublin, OH

April 22, 2026

VIA ELECTRONIC MAIL ONLY

Sgt. Albern R. Ciudad
San Francisco Police Department
1245 3rd Street
San Francisco, CA 94158
Albern.R.Ciudad@sfgov.org

Re: 401 Main Street Portside Garage

Dear Sgt Ciudad,

As you know, we are general counsel for the Portside Master Owners' Association ("Portside"). Thank you for recent production in response to our public records request, which we are still reviewing. We write to call your immediate attention to an apparent effort by SFOB, LLC to obscure its tax deficit and potentially avoid its tax obligation to the City of San Francisco as part of the permit process.

We have reviewed the Management Contract between Douglas Parking and SFOB, LLC, and the bonding obligations required by the permitting process, which when taken together appear to allow Douglas Parking to pass through all tax obligations to SFOB, LLC, which, in turn is not the surety of the tax bond required for the permit.

From the management contract, SFOB, LLC hired Douglas Parking as the garage operator on a flat fee basis, and Douglas merely collects the fees and remits them to SFOB, LLC. (Parking Management Contract, Sections 1, 5 and 12, pp. 1-4, ***Ex. A***). "All income processed will be depsited to Operator bank account, reconclied by Operator, then issued in check or ACH form to Owner." (*Id*., Section 6, p.3).

However, it was Douglas that obtained a $100,000 tax bond to secure the owed taxes, not SFOB, LLC. (*City and County of San Francisco Tax Collector, 2025-2026 Business Registration Renwal Confirmation, and Parking Tax Collection Bond*, **Ex. B**). Indeed, it would appear that Douglas Parking's certification indicated it was the responsible party but this would appear to be incorrect. This arrangement would allow SFOB, LLC to avoid its tax obligations to the City. The ultimate obligor for the taxes is not Douglas Parking, but the garage owner, SFOB, LLC. Unless our understanding of the municipal code and tax obligations is incorrect, it would seem that the tax bond should reflect this.

It is perhaps not a coincidence the SFOB, LLC currently owes the City of San Francisco approximately **$108,000** in back taxes. (See *Tax Lien*, Ex. **C**). Note that the SFOB paid for the valet parking permit in the amount of $1,360.00. (*SFOB Check*, Ex. **D**).

Portside believes that not requiring SFOB, LLC to post the tax bond risks encumbering the garage property more so than it already is, and allows SFOB, LLC to avoid or delay paying its tax obligations to the City. As such, we request that the Permit application properly account for SFOB, LLC's tax obligations relative to this commercial parking operation.

Thank you for your consideration.

Very Truly Yours,
ANGIUS & TERRY, LLP



Colin G. McCarthy, Partner

Megan Ryan, City Attorney (Megan.Ryan@sfcityatty.org)
Sokheang Siv, Senior Collections Officer (sokheang.siv@sfgov.org)
Madison Tam, Supervisor's Office (Madison.R.Tam@sfgov.org)

Enclosures

EXHIBIT A

PARKING MANAGEMENT CONTRACT

This Management Contract (the "Contract") is made and entered into by and between **SF Oakland Bay, LLC** hereinafter called "Owner" and **Douglas Parking LLC** hereinafter called "Operator", said Contract covering the operation described in Paragraph 1 (hereinafter called the "Operation"), under the following terms and provisions:

1. **Facility.** The Operation for Owner's benefit consists of Valet Services & Parking Facility management, for the 289 stall parking garages located at 444 Spear Street, San Francisco, CA 94105.

2. **Term.** The term of this Contract shall be for a period of twenty-four (24) months, commencing on August 1, 2025 with two optional, additional one year term extensions to follow. After initial term, contract shall continue on a month-to-month basis.

3. **Termination.** Owner and Operator shall have the right to cancel this Contract without penalty, without cause, upon giving Operator thirty (30) days prior written notice, and Owner sixty (60) days prior written notice.

Upon termination of this Contract, Operator shall deliver to Owner the following with respect to the Parking Facility operation (such obligation to survive termination of the Contract):

A. A final written statement, as detailed in Paragraph 17 herein upon Termination.

B. Copies of all records and contracts which pertain to the Parking Facility operation.

C. All personal property purchased by Operator on behalf of Owner. Additionally, Operator shall be entitled to remove items of personal property, trade fixtures and equipment owned by Operator at no expense to Owner. Operator shall be responsible for correcting to Owner's reasonable satisfaction any damage incurred through such removal.

D. All keys, passcards, etc.

4. **Compliance with Law.** Operator shall comply with all applicable laws, rules, regulations, orders, directives and ordinances (federal, state, municipal and other agencies

having any jurisdiction thereof) relating to the use, operation or condition of a commercial public Operation.

5. **Operation.** Operator agrees to provide valet and parking facility management services, including but not limited to general oversight, valet parking services, monthly parker administration & management, parking enforcement, monitoring, ticketing, cleaning, vehicle removal services, revenue collections, parking equipment management, related administrative services, auditing, reporting and basic maintenance at the Parking Facility. Parking facility will be staffed Monday through Friday, 7:00 am to 7:00 pm with a single valet attendant. Operator will be responsible for facility management and support, 24 hours per day, seven days per week following the regulations set forth in this agreement (Operating hours and scope are subject to change per Owner request and operational demands).

Operator will employ a qualified and well-trained parking and valet team to staff the garage, provide valet service, assist customers, maintain the equipment & facility, perform general cleaning and maintenance, and provide overall support to the Parking Facility. Staff will be greet parkers in a professional and courteous manner and shall employ the highest level of customer service. Should the parker choose to valet their car, the attendant will perform a vehicle damage check then issue a valet claim ticket to the parker which will be returned to valet in order to have the car retrieved. The valet will then drive and park the vehicle at the designated location or valet space. Once parked, all keys will be stored in a secure key box at the Parking Facility. When a guest requests the return of their vehicle, if applicable, the valet will calculate the total amount owed and collect payment. Once parking fee is received, the valet will retrieve the vehicle from the Parking Facility and deliver it to the guest at the valet station.

Operator will sell monthly parking access parkers, the rate of which will be determined based on local market rates with Owner approval. Operator will manage these monthly parker accounts for the facility, invoicing & collecting payments, maintaining up to date parker records, issuing access credentials, and managing access credentials in the parking equipment system.

All rates, both monthly and transient, will be reassessed regularly by Operator to determine if modifications must be made in order to maximize income and maintain peak operational efficiency. Operator will regularly consult with Owner, analyzing the efficacy

of the current rates in the local parking climate and, at times, suggest modifications based on said analysis.

All income processed will be deposited to Operator bank account, reconciled by Operator, then issued in check or ACH form to Owner. Any fees associated with a third-party payment gateway will be incurred by operator and billed to Owner on a monthly basis. Owner will notify when the transient parking program will commence.

Operator will designate a dedicated Account Representative who will be based in the Operator's Oakland HQ office and available to communicate with tenants and Owner's representatives Monday-Friday. This Account Representative will be responsible for all monthly parker billing, collections, and garage credential management, for both tenant and non-tenant permit parkers.

Operator agrees to assist with building communication related to ongoing garage items, and shall attend building HOA meetings as the garage operator representative.

Operator will not erect or install any signage without the approval of Owner nor install or leave onsite any equipment without approval of Owner.

Operating plan may be modified at any point at the request, and/or written approval of Owner.

6. **Complaints and Problems.** Operator agrees to properly, promptly, and courteously process and resolve all claims, problems, questions, and complaints arising from the Operation. Operator also agrees to promptly give Owner notice of all claims of personal injury or claims involving property loss or damage.

7. **Additions and Alterations.** No additions, alterations, improvements or modifications of any kind may be made to the Operation by the Operator, unless first approved by Owner, and then only under the control and supervision of Owner.

8. **Access By Owner.** It is understood that Owner shall have access to any and all areas within the Operation as required by Owner.

9. **Operational Plan.** Operator shall develop and recommend to Owner all necessary policies, procedures, and operating methods to be employed at the Parking Facility, including parking prices, sale of parking validations and other details regarding sale of parking and collection of sales proceeds which shall be submitted to the Owner in writing for approval prior to the commencement of operation. Owner shall have the right to approve all operating policies of the Parking Facility and, by written notice to the Operator, make such changes in policy from time to time as in Owner's sole judgment may appear appropriate. Operator agrees to execute Owner's directives as they relate to all matters pertaining to management of the Parking Facility including, but not limited to, tariffs, operating procedures, audits, security, traffic controls, graphics, hours of operation, percentages of monthly and daily parkers, terms and conditions of monthly and daily space rentals, location and priority of space assignments, space markings, uniforms, approval of personnel engaged in the operation of the Parking Facility, and customer and public relations.

10. **Consultant Services.** Operator shall provide consultant and advisory services for the Operation at no charge to Owner. Operator shall at all times use its best efforts to investigate, evaluate, and recommend to Owner any additions or changes in policies, procedures and operating methods which would improve the efficiency of the Operation and further assure the general good reputation and profitability of the Operation.

11. **Personnel.** To the extent possible by law and local circumstances, Operator shall conduct a pre-employment check, which includes a criminal background check, of each person intended to be employed for such purpose of rendering service here under. The pre-employment check shall determine a person's suitability for employment on the basis of the following factors: Job qualifications, including prior experience and recommendations (if any), honesty, integrity, personal grooming/hygiene, and customer service skills.

All staffing levels shall be approved by Owner prior to placement of Operator's personnel on-site at the Operation.

12. **Fees**. Owner shall pay Operator the following fixed fees per month for the management of Operations:

Management Fee – With Valet Service $3,500.00

Management Fee – Without Valet Service	$3,000.00
Administration & Accounting Fee	$500.00
Incentive Fee	3.5% of net income collected on transient and outside monthly parker business.
Uniform Fee	$200.00
GKLL Insurance	$1,212.00

13. **Operating Expenses.** Any operating expenses excluded from section 12 'Fees' of this agreement, such as start-up costs, equipment, supplies, utilities, uniforms, etc. will be charged back to Owner at cost after Operator receives prior written approval from Owner for the expense.

14. **Billing.** Operator to bill Owner monthly by the 10th of the month for reimbursement for expenses incurred during the prior month. Operator will incur various costs and expenses in performing services under this Contract. Owner agrees to pay for all costs, disbursements and expenses paid or owed by Operator in connection with performance of the Contract. Operator must provide accurate and complete documentation to verify each reimbursable expense.

15. **Attorneys' Fees.** If either party named herein brings an action to enforce the terms hereof or declare rights here under, the prevailing party in any such action shall be entitled to his reasonable attorneys' fees and expenses and court costs, to be paid by the losing party.

16. **Audit.** Upon Owner's request, either Owner's accountants or an independent accounting firm selected by Owner may inspect Operator's books which pertain to the costs incurred in operation of the Operation under this Contract.

17. **Insurance.** Operator shall, at all times during the term of this Contract and any extension or renewal thereof, maintain a policy or policies of paid insurance covering the herein described Operation which shall be issued by solvent insurance company or companies authorized and licensed to provide insurance in California, rated A + + or better in Best's Insurance Guide, which contain no less than the following coverages:

Type of Coverage	Minimum Limits
A. Workers' Compensation	Statutory Limits, as required by law
B. Employer's Liability	$1,000,000
C. General Liability	
Bodily Injury	$3,000,000 CSL
Property Damage	$3,000,000 CSL
D. Umbrella/Excess Liability	$2,000,000
E. Blanket Fidelity Bond	$10,000/employee
F. Lot Keeper's Liability	$500,000

Operator shall furnish to Owner, or cause to be furnished to Owner, prior to execution of this Contract, a Certificate of Insurance and a copy of Operator's policy or policies. **Owner**, it's officers, directors, and managers shall be named as an additional insured on Operator's policy or policies, and Operator shall provide Owner with written evidence of such inclusion.

21. **Mediation and Arbitration.** If there is any controversy, claim, or dispute ("Dispute") between the parties arising out of or relating to the Agreement which the parties cannot resolve within 10 days after written notification by one party to the other of the existence of such Dispute, the parties shall submit such Dispute to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association. If the parties fail to resolve the Dispute through mediation within 10 days after beginning mediation efforts, then either party may submit the Dispute to arbitration and such arbitration shall be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The mediation and/or the arbitration shall be held in Oakland, California. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

22. **Indemnification.** Operator expressly agrees to indemnify, save, protect, defend, reimburse and hold harmless the Owner, it's officers, directors, and managers, from and against all claims on the part of the Operator, Operator's agents or employees or third parties of whatever nature (i) arising from or relate to any act, omission or active negligence of Operator or Operator's vendors, licensees, agents, servants or employees, or any accident, injury or damage whatsoever caused to any person, or the property of any person, including that of Operator or Operator's agents or employees, occurring

during the term hereof in or about the Operation, regardless of when such injury or damage shall be discovered (including any claim by a third party in connection with damage to the Operation or Operator's or Owner's property located therein or property of any other person within the Operation) or (ii) arising from or relating to or alleged to have arisen from or be related to any accident, injury, or damage occurring outside of the Operation, where such accident, injury or damage results, or is claimed to have resulted from an act or omission on the part of Operator or Operator's agents or employees. This indemnity, defense, and hold harmless agreement shall include indemnity against all reasonable costs, expense and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including reasonable attorney's fees.

Owner agrees to indemnify Operator under the same terms as above to the extent that Owner is determined to be negligent with respect to any claim asserted against Operator.

23. **Independent Contractor.** Each party to this Contract agrees that the services to be rendered by Operator are to be considered as those of an Independent Contractor and not as an employee or an agent. In the performance and exercise of the specific duties, powers and services elsewhere enumerated herein, Operator shall render and perform all technical advisory, operational and supervisory functions as necessary in order to best serve Owner's interests.

24. **Validity.** If any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall not affect any other term, covenant or condition herein contained.

25. **Notices.** All notices, demands and reports provided for in this Contract or with respect to this Contract shall be given to the parties at the addresses set forth below or at such other addresses as they individually may specify thereafter by notice hereunder to the other party.

For Owner: SF Oakland Bay, LLC
Joseph T. Chua, Manager
Mailing Address: P.O Box 8308
Tamuning, Guam 96931

Physical Address: 38 Bryant St & 401-403 Main street
San Francisco, CA 94105

For Operator: Douglas Parking LLC
Matthew Bloom
1721 Webster Street
Oakland, California 94612
(510) 444-7412
Matt@douglaparking.com

Such notice or other communication shall be mailed by United States registered or certified mail, return receipt requested, postage prepaid and shall be deemed delivered on the day after deposit in the United States Mail. Such notices, demands, consents and reports may also be delivered by hand, but in such event, shall not be deemed delivered until received.

26. **Parties in Interest.** All the terms and provisions of this Contract shall be binding upon, and inure to the benefit of, and be enforceable by the parties hereto any by their respective successors in interest and assigns whether or not expressly so stated, provided, however, that this Contract shall not be assigned by Operator without the express written consent of the Owner. Owner may assign this Contract at any time during the term hereof and such assignment shall be in all respects recognized by Operator.

27. **Amendments.** This Contract may not be altered, changed, or amended, except by an instrument in writing, signed by both parties hereto.

28. **Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of the Contract.

29. **Contractor's Liability.** Operator shall be liable to Owner for all losses, damages, fines, costs, and expenses, including attorney's fees and court costs, sustained or incurred by Owner by reason of or arising out or Operator's breach of the duties and obligations required by this Contract.

IN WITNESS THEREOF, the parties have executed and delivered this Contract this _____ day of _____, 2025.

OWNER:
SFOB LLC

by: [redacted]
Date: [redacted]

Joseph T Chua
Manager
38 Bryant St & 401-403 Main street
San Francisco, CA 94105

OPERATOR:
Douglas Parking LLC

by: [redacted]
Date: 6.27.25

Matthew Bloom
Director | Relationship Management
1721 Webster Street
Oakland, CA 94610

EXHIBIT B

City and County of San Francisco
Office of Treasurer & Tax Collector

2025 - 2026 Business Registration Renewal Confirmation Document

BAN	Business Name	Reference Code	Submission Date
0331622	DOUGLAS PARKING LLC	2BA448D4	05/01/2025

Filing Questionnaire

1.	Do you have taxable Business Personal Property in San Francisco?	Yes
2.	Average number of employees per week, including those employed outside San Francisco	481
3.	Number of San Francisco employees	2
4.	Are you a lessor of residential real estate?	No

Business Activities

#	Activity	NAICS Code
1	Professional, Scientific, and Technical Services	[redacted]

Are all your business activities wholly within San Francisco? No

Registration Renewal

1.	Enter your 2024 Taxable San Francisco Gross Receipts (enter whole numbers only)	[redacted]
2.	Are you exempt from the Registration Fee?	No

Calculation of Fees

A. 2024 Taxable San Francisco Gross Receipts	[redacted]
B. Registration Renewal Fee	$120.00
C. State Fee	$4.00
D. Late Payment Penalty	$0.00
E. Interest	$0.00
F. Administrative Fee	$0.00
G. Amount Due*	$124.00
H. Bill Number	2126044320

This renewal covers a nine-month period (July 1, 2025 – March 31, 2026). Beginning in 2026, Business Registration Renewal will be due on the last day of February. This change is due Proposition M, a business tax reform initiative passed on November 5, 2024. Learn more.

Taxpayer Statement

By clicking "Submit" below, I certify under penalty of perjury that I am the taxpayer (including an officer, general partner, member manager, executor, trustee, fiduciary, or other individual with the authority to bind the taxpayer), or an agent of the taxpayer authorized to sign this form on behalf of the taxpayer pursuant to a validly executed Power of Attorney (see Instructions), and I have examined the foregoing business tax return statement including any accompanying schedules or worksheets, and the information thereon is, to the best of my knowledge and belief, true and correct, and fully compliant with all the requirements provided in Articles 6, 12, and 12-A-1 of the San Francisco Business and Tax Regulations Code. I acknowledge that I am providing information in response to a request for financial information pursuant to Section 6.5-1 of the San Francisco Business and Tax Regulations Code. I am required by law to complete this form in its entirety and understand this statement is subject to audit.

If this form is being filed by a Filer on behalf of a combined group, the Filer agrees to act as a surety and agent for each member of the combined group.

Name	Jennifer Lam-Chalender
Title	Senior staff accountant
Email	jennifer@douglasparking.com
Phone Number	7[redacted]
Business Name (when different from taxpayer)	Douglas Parking LLC

For Use by a Surety Company

PARKING TAX COLLECTION BOND

BOND NO.: PB11729001926

PREMIUM AMOUNT: $ 1000.00

Parking station doing business as Douglas Parking, LLC,

and operated by Douglas Parking, LLC,

located at 401 Main Street, San Francisco, CA 94105,

(referred to as "Principal")

and surety company doing business as Philadelphia Indemnity Insurance Company

a corporation organized and existing under the laws of the State of Pennsylvania,

with its principal office located at One Bala Plaza, Ste. 100, Bala Cynwyd, PA 19004-0950

and licensed to transact a surety business in the State of California (referred to as "Surety") are indebted to the City and County of San Francisco (referred to as "City") in the sum of One Hundred Thousand & 00/100*** **Dollars ($**100,000.00**), for which payment Principal and Surety bind ourselves and our legal representatives and successors, jointly and severally.**

The condition of this obligation is that Principal operates a parking station, for which it collects parking fees and charges, a portion of which is to be paid to the City as required by Articles 6, 9 and 22 of the San Francisco Business and Tax Regulations Code ("Code").

Article 6 of the Code requires that all amounts of taxes and fees imposed are due and payable to the San Francisco Tax Collector on or before the last day of the month immediately following the month for which the payment is due. Article 9 of the Code imposes an effective tax of 25% on the rent of every occupancy of parking space in a parking station in the City and County of San Francisco. Article 22 of the Code imposes revenue control equipment requirements and compliance fees on parking operators.

If Principal, its agents and employees, faithfully conform to and abide by the provisions of such ordinances, together with all amendatory and supplementary acts, now and hereafter enacted, and if Principal honestly and faithfully applies all taxes received and performs all obligations and undertakings made pursuant to the provisions of such ordinances in the conduct of operating a parking facility by Principal, its agents and employees, then this obligation shall be null and void; otherwise it shall be in full force and effect.

For Use by a Surety Company

This bond shall be deemed continuous in form and shall remain in full force and effect while Principal, its agents and employees, operates parking facilities, during the period beginning on January 1, 20 26 and ending December 31, 20 26.

The Surety may cancel this bond at any time by filing with the Principal thirty (30) days written notice of its desire to be relieved of liability with copy sent to the City. The Surety shall not be discharged from any liability already accrued under this bond, or which shall accrue hereunder before the expiration of the thirty (30) day period.

Surety acknowledges that any deficiency determination or jeopardy determination issued against the Principal for unpaid parking taxes, penalties, interest and fees will also be issued by the City against the Surety at the address below. Surety may request a redetermination hearing, pursuant to Article 6 of the Code. If only the Principal files such petition, it will be considered a filing on behalf of both the Surety and Principal. Surety acknowledges that in its discretion the City may consolidate the hearings of the principal and the surety. Surety acknowledges that upon the finality of the City's determination or decision on petition for redetermination, the operator and the surety shall be liable to the City in the amount of the determination or decision on petition for redetermination; however, the surety's liability for this bond shall not exceed the face value of this bond. Surety acknowledges that the surety shall be subject to the same requirements as the operator with regard to payment of the tax liability and exhaustion of administrative remedies prior to seeking judicial relief. Surety acknowledges that the City may exercise all remedies against the surety that are available to the City as to an operator or any other person determined to be liable for a tax. Surety acknowledges that its sole legal recourse if it disputes the validity of the City's determination or decision on petition for redetermination is to file a post-payment suit for refund.

In witness whereof, this bond is executed in the City of Scottsdale,

State of Arizona, **on this** 20th **day of** November, **20** 25.

SO AGREED:

BY PRINCIPAL:

BY: _____

Print Name: _____

Title: _____

Address: 401 Main Street

City/St/Zip: San Francisco, CA 94105

BY SURETY:

BY: [redacted]

Print Name: Michael D. Lapre

Title: Attorney In Fact

Address: 8777 N Gainey Center Dr., #260

City/St/Zip: Scottsdale, AZ 85258

ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Arizona)SS
COUNTY OF Maricopa)

On November 20, 2025 before me, Michelle Lee Eldridge , Notary Public, personally appeared Michael D. Lapre

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [redacted]

MICHELLE LEE ELDRIDGE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 621594
MY COMMISSION EXPIRES
JANUARY 17, 2027

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☑ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Bond #PB11729001926

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Michael D. Lapre, Phillip Simons, Brad Bullerdieck, Bernardo C. Scorza Gaspar, Matt Bocklage, Brian D. Russell Jr., Robert J. Wolf, Blake Oliver, Artyce Johnson, Mark Karr, Esteban Flores, R. M. Friedik, J.C. Shively, Belinda Johnson, Michael Simons, Michelle L. Eldridge and Lauren Casey Alexander of NFP Property & Casualty Services, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

[redacted]

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: [redacted]

Commonwealth of Pennsylvania - Notary Seal
Venesse Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of November, 2025

[redacted]

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

EXHIBIT C

Fill in this information to identify the case:
Debtor 1 SF Oakland Bay LLC
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court **California Northern Bankruptcy Court**
Case number: **25-30699**

FILED
U.S. Bankruptcy Court
California Northern Bankruptcy Court
2/25/2026
Edward J. Emmons, Clerk

Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. Who is the current creditor?

City and County of San Francisco Tax Collector

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
City and County of San Francisco Tax Collector	
Name	Name
P.O. Box 7027 San Francisco, CA 94120-7027	
Contact phone 628-652-6912	Contact phone
Contact email sokheang.siv@sfgov.org	Contact email
Uniform claim identifier (if you use one):	

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☐ No
☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 5836

7. **How much is the claim?** $ 108013.70
Does this amount include interest or other charges?
☐ No
☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as healthcare information.
SF Parking Tax and Business Registration Fee

9. **Is all or part of the claim secured?**
☑ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe:

Basis for perfection:
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $

Amount of the claim that is secured: $

Amount of the claim that is unsecured: $ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $

Annual Interest Rate (when case was filed) %
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property:

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	☐ No ☑ Yes. *Check all that apply*:	**Amount entitled to priority**
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
	☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
	☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
	☑ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$ 908.24
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
	☐ Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☑ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

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

Executed on date 2/25/2026
MM / DD / YYYY

/s/ Sokheang Siv
Signature

Print the name of the person who is completing and signing this claim:

Name: Sokheang Siv
First name Middle name Last name

Title: Senior Collections Officer

Company:
Identify the corporate servicer as the company if the authorized agent is a servicer

Address: P.O. Box 7027
Number Street
San Francisco, CA 94120–7027
City State ZIP Code

Contact phone 628–652–6912 Email sokheang.siv@sfgov.org

PENALTY AND/OR INTERESTS BREAKDOWN
CHP11 BK CASE #25-30699
SF BAN #0470771
BUSINESS NAME SF OAKLAND BAY LLC

FISCAL YEAR (FY) 2024-2025	
BUSINESS REGISTRATION FEE	$ 901.00
STATE FEE	$ 4.00
LATE PAYMENT PENALTY	$ 225.25
LATE PAYMENT INTEREST	$ 189.21
ADMINISTRATION FEE	$ 58.00
TOTAL	$ 1,377.46

FISCAL YEAR (FY) 2025-2026	
BUSINESS REGISTRATION FEE	$ 656.00
STATE FEE	$ 4.00
LATE PAYMENT PENALTY	$ 164.00
LATE PAYMENT INTEREST	$ 59.04
ADMINISTRATION FEE	$ 58.00
TOTAL	$ 941.04

PARKING TAX LIN #470771-01-001 PERIOD 2012Q3	$ 6,000.00
LATE PAYMENT PENALTY	$ 1,900.00
LATE PAYMENT INTEREST	$ 1,380.00
ADMINISTRATION FEE	$ 165.00
TOTAL	$ 9,445.00

PARKING TAX LIN #470771-01-001 PERIOD 2012Q4	$ 6,000.00
LATE PAYMENT PENALTY	$ 1,900.00
LATE PAYMENT INTEREST	$ 1,200.00
ADMINISTRATION FEE	$ 165.00
TOTAL	$ 9,265.00

PARKING TAX LIN #470771-02-001 PERIOD 2012Q3	$ 29,040.00
LATE PAYMENT PENALTY	$ 8,044.00
LATE PAYMENT INTEREST	$ 6,679.20
ADMINISTRATION FEE	$ 165.00
TOTAL	$ 43,928.20

PARKING TAX LIN #470771-02-001 PERIOD 2012Q4	$ 29,040.00
LATE PAYMENT PENALTY	$ 8,044.00
LATE PAYMENT INTEREST	$ 5,808.00
ADMINISTRATION FEE	$ 165.00
TOTAL	$ 43,057.00

EXHIBIT D

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER. HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

SF OAKLAND BAY LLC
401 MAIN ST
SAN FRANCISCO, CA 94105-2042

7. [redacted]

7. [redacted]

DATE 3/10/26

PAY TO THE ORDER OF SFPD

$ 1,360.00

One Thousand Three Hundred Sixty %100 DOLLARS

Details on back

Security features

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

7. [redacted]

MEMO Valet Parking Permit 2026

7. [redacted]

EXHIBIT K

JULIE M. MOUSER[1]
JORDAN O'BRIEN[1]
ANNE T. ACUÑA
COLIN MCCARTHY
LANCE R. STEWART[1]
DONALD GAGLIARDI
RONALD STUMP[2]
ROBERT O'ROURKE
JUNHO OH
CAROLYN PETTIFER

Of Counsel
DANIEL E. ANGIUS

[1] *Admitted in Ohio and California*

[2] *Admitted in Ohio and Florida*

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Walnut Creek, CA 94596
Telephone 925-939-9933
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Sacramento, CA
San Jose, CA
Fresno, CA
Manteca, CA
Dublin, OH

May 13, 2026

VIA ELECTRONIC MAIL ONLY

Sgt. Albern R. Ciudad
San Francisco Police Department
1245 3rd Street
San Francisco, CA 94158
Albern.R.Ciudad@sfgov.org

Re: 401 Main Street – Permit Application 144667
Portside – Document Request

Dear Sgt Ciudad,

The Portside Homeowners and Master Associations ("Portside") submit this letter regarding the application pursuant to SFPD Code§ 1215-1227 by Douglas Parking ("Applicant") on behalf of SFOB LLC, the owners of Portside Garage ("Owner" or "SFOB") for a permit to operate a Commercial Garage ("Garage") located at 401 Main St.

As you know, Portside previously requested documents on March 20, 2026 and April 24, 2025. While documents were provided to our office on March 24, 2026, April 13, 2026 and April 27, 2026, we believe there are additional documents that have still not been produced.

Portside is again requesting the updated security plan, and waiver on the EV compliance from on or around November 25, 2025. We also do not see information on the application about garage ownership (SFOB). We also believe that additional documents may exists regarding compliance with taxes, fire, building and environmental health requirements.

Additionally, attachments to various communications are not included in the previous production and are specifically called out for below:

- the updated security plan, referenced at page 105 of the "2nd Release" pdf and contained in an email from Calvin Tan to Permits as an attachment? ("I have attached the updated security plan with the parking stall information.") (And at multiple other emails which follow).
- "attachments" to SFPD Permits email to Tan on March 24, 2026
- "attachment" to SFPD (Ciudad) to Tan email on March 24, 2026 at 1:21 (Tax collector attachment)
- Attachments to SFD (Ciudad) to Tan on March 26, 2026 at 10:44 p.m.
- Attachments to Tan to SFPD (Ciudad) on March 26, 2026 at 12:54 p.m.

We look forward to receiving the above mentioned documents.

Thank you for your consideration.

Very Truly Yours,
ANGIUS & TERRY, LLP



Colin G. McCarthy, Partner

Chief Derrick Lew of SFPD (SFPDchief@sfgov.org)

EXHIBIT L

DEC 13

File No. 89.493C
401 Main Street
East Side of Main
Assessor's Block 3768, Lot 17

SAN FRANCISCO

CITY PLANNING COMMISSION

MOTION NO. 11818

ADOPTING FINDINGS RELATED TO THE APPROVAL BY THE CITY PLANNING COMMISSION OF CONDITIONAL USE AUTHORIZATION FOR RESIDENTIAL USE IN A M-1 (LIGHT INDUSTRIAL) DISTRICT PURSUANT TO PLANNING CODE SECTION 303 AND TREATMENT AS A PLANNED UNIT DEVELOPMENT PURSUANT TO PLANNING CODE SECTION 304, FOR A RESIDENTIAL AND COMMERCIAL PROJECT ON THE EAST SIDE OF MAIN STREET, LOT 17, ON ASSESSOR"S BLOCK 3768.

Recitals

1. On or about September 12, 1989, Lalanne, Babcock and Brown, (the "Project Sponsor") made application (the "Application") for Conditional Use Authorization for a Planned Unit Development ("PUD") and for residential use in an M-1 district for construction of a maximum 260-unit condominium project, 2-1/2 levels of parking containing a maximum of 450 parking spaces, 10,000 square feet of commercial space and open space in three plazas. The total development including parking, comprises approximately 379,000 square feet.

   The Project site comprises 63,798 square feet (1.46 acres) and is located on Assessor's Block 3768, Lot 17. It is of sufficient size to be treated as a PUD application under Section 304 of the Planning Code. The Project will have two unequal-height towers on landscaped plazas above 2-1/2 levels of parking. The residential entrances are on Main and Bryant Streets, and the complex will include support retail use at the sidewalk frontage along Bryant and Harrison Street. The project site is divided into three parts, with the central part having a Cal Trans airspace easement for the Bay Bridge above.

2. The project is located within a M-1 (Light Industrial) District, an 84X Height and Bulk District, and within the Commercial/Industrial Subdistrict of the Rincon Hill Special Use District.

3. Residential density for the project under applicable zoning controls is governed in accordance with requirements for the Commercial/ Industrial Subdistrict of the Rincon Hill Special Use District, which allows one unit for each 200 square feet of site area for a maximum of 319 units.

4. The Application requests approval of a conditional use for a residential project in an M-1 District (Section 215 of the Planning Code) and consideration as a Planned Unit Development (PUD) for any exception to Code requirements that may be necessary to construct the project as approved. Specific Code or policy exceptions include:

- o Sidewalk treatment requirements (Section 249.1(b)(2) for the sidewalk area underneath the CalTrans easement in the center of the block along Main Street (to meet CalTrans requirements, if any).

- o Open space requirement (Section 249.1(d)(1) and Section 135) for enclosed solariums provided where noise levels require a high degree of sound insulation and for covered and/or enclosed areas where overhead hazard protection is required.

- o Parking requirement (Section 249.1(d)(2) for parking in addition to what is required by Code (1 space per dwelling unit plus 1 space per 1000 square feet of retail area) due to deeded license agreements necessary to meet the Planning Code requirements for adjacent buildings (2 Bryant, 79 spaces and 444 Spear, 25 spaces, totalling 373 spaces) and any additional parking, if provided for commuter use for a project total of up to 450 spaces. (Parking in an M-1 District is a permitted use.) Parking in excess of 150% of the Code requirement is by Conditional Use or a PUD exception.

- o Commercial space requirements for street facades under the Rincon Hill Plan in order to provide townhouse units accessed directly off Main and Harrison Streets in the North Building. Also commercial use (Section 249.1(c)(1)(c) at a depth of 20 feet in lieu of the required 25 feet.

- o Setback requirements for building frontage above 50 feet involving a lesser setback for 77 feet (14%) of frontage above 50 feet (Section 249.1(c)(3)).

- o The requirement for a buffer zone for parking above grade to be reduced from 25 feet to 15 feet at the area below the Cal Trans easement (Section 249.1(c)(5)(c)).

5. On November 29, 1989, the proposed project was determined to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182 - Residential Projects Pursuant to a Specific Plan. The proposed project was determined to be a residential project pursuant to the Rincon Hill Plan. A final EIR for the Rincon Hill Plan, File No. 82.39E, was certified by the City Planning Commission on July 18, 1985.

6. On December 7, 1989, the Commission held a duly noticed Public Hearing on the Application for Conditional Use Authorization for a Residential Use in an M-1 District and for consideration of the project as a Planned Unit Development (PUD).

7. In reviewing the Application in accordance with the provisions of CEQA, the State CEQA guidelines and Chapter 31 of the San

Francisco Administrative Code, the Commission has had available for review and consideration the information contained in the Final EIR for the Rincon Hill Plan, File No. 82.39E, certified July 18, 1985.

8. In reviewing the Application, the Commission has had available for review and consideration the information contained in accompanying documents, has had available to it for its review and consideration studies, letters, plans and reports pertaining to the Project contained in the case file of the Department of City Planning, and has heard testimony from all interested parties.

Findings

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

1. The above recitals are accurate and also constitute findings of the Commission.

2. The Project, through the conditional use procedure, conforms with all applicable standards of the Planning Code ("Code).

3. The Project requires authorization per Section 215 of the Planning Code for Residential Use in an M-1 District.

4. The Project requires authorization for parking in excess of 150% of the required amount under Code Section 304 (Planned Unit Development). The reason for this exception is to accommodate required deeded parking.

5. Planning Code 303 authorizes approval of conditional uses where such authorization is provided for elsewhere in the Code and the project meets applicable criteria contained in 303(c).

6. The Project meets criteria in 303(c)(1) in that it will provide a development that is necessary or desirable for, and compatible with, the neighborhood or community:

The site presently is used as an on-grade parking lot. The project site is within five minutes walking distance of the central business district. The proposed development will provide approximately 260 condominium units with dramatic views of the bay, the East Bay skyline and the Bay Bridge. The close proximity to the business and financial district offers a new community and housing resource for downtown workers. The complex would include support retail at the sidewalk level along Bryant

Street providing vitality for the buildings and the neighborhood. Further interest will be created by the dual tower design framing the Bay Bridge, the three open space plazas, the landscaped streetscape and the individual street level entrances off the Main Street sidewalk to the lower level townhouses. The Project will help promote the planned transition to a residential community and be consistent with the intent of the Rincon Hill Plan.

7. The Project meets the criteria in 303(c)(2) in that the use, size, shape, features and arrangement of the structure on the project site will not be detrimental to the health, safety, convenience or general welfare of the persons residing or working in the vicinity.

   A. The site slopes downward between Harrison and Bryant Streets along Main Street. The design of the project responds to and emphasizes the hill form and bridge easement with two unequal-height residential towers on a podium base and a landscaped pedestrian and parking area between (at the bridge easement). The towers' forms step back above the podium base and are joined at the lower levels by the pedestrian and parking structure. The stepbacks at the upper levels of both towers and the gap between the towers (the bridge easement) provide views toward the bridge and the bay. Entrances to individual Townhouses in the North Tower are provided at street level along Main Street.

   B. Parking, Traffic and Accessibility. The Project is serviced by Harrison, Main, Bryant and Spear Streets, with its primary residential entrance on Harrison and Main Streets, and transient parking from Spear Street. Traffic patterns will be similar to those currently in use, as the majority of parking will be accessed from Spear Street. Within walking distance are MUNI bus lines on Fremont, Folsom, Mission, Market and The Embarcadero. MUNI Metro and BART are four blocks away on Market Street. AC Transit, Golden Gate Transit and SamTrans are a similar distance at the Transbay Terminal. The Golden Gate Ferry Terminal is four blocks away on The Embarcadero.

   Access to the Bay Bridge, Interstate 80 and Highway 101 is made a few blocks west off Harrison Street at 1st Street and 4th Street.

   Proposed in the Project are 2-1/2 separate parking levels accessible from Harrison, Main and Spear Streets. The separate entrancing and exiting onto three streets will eliminate rush hour congestion onto and from the City streets that interface with the project.

C. Safeguards Against Noxious Emissions. None of the uses proposed for the Project will emit noxious odors, offensive noise or dust. Clear glass will be used for the residential and commercial windows and no offensive glare will be caused.

During construction, all reasonable precautions will be taken to reduce dust and noise as specified in the conditions of approval.

D. Handling of Landscaping, Open Spaces, Parking and Loading. The Project will contain three large landscaped plazas, including a landscaped pedestrian and parking open space in the area of the Bay Bridge easement. The open space areas are at different levels relative to the public sidewalks, offering a variety of space, privacy, views and orientations. The sun will shine on portions of the various open areas during most of the day. Some open space areas may be enclosed by solariums in order to reduce ambient noise levels. Also, some open spaces may be covered for hazard protection.

The required parking is screened from view of passersby.

8. The Project meets the criteria in 303(c)3 by complying with applicable provisions of the Code through exceptions authorized by the Conditional Use Process and by not adversely affecting the Master Plan.

9. Section 304 of the Code authorizes the approval of PUDs that are intended for projects on sites of considerable size, developed as integrated units and designed to produce an environment of stable and desirable character that will benefit the occupants, the neighborhood and the City as a whole. The Project is consistent with the intent of Section 304 of the Code in that the property that is the subject of this PUD approval has a total size of 63,798 square feet (1.46 acres), which is in excess of the one-half acre minimum for PUDs.

10. The Project satisfies the criteria established by Section 304(d)(1) of the Code in that the Project will affirmatively promote numerous objectives and policies of the Master Plan including the following:

a. Residence Element, Objective 1, Policy 2 in that the Project will pursue development of housing in an underused industrial area close to downtown.

b. Residence Element, Objective 2, in that the Project will increase substantially the supply of housing without overcrowding or adversely affecting the prevailing character of existing neighborhoods.

c. Rincon Hill Plan in that the combined residential, open space, retail and parking uses comply with the objectives and policies of the Rincon Hill Plan.

11. The Project satisfies the criteria established by Section 304(d)(2) or the Code in that the Project will provide adequate off-street parking for the occupancy proposed, in excess of project demand. The Code requires 260 spaces for the proposed residential units, 9 spaces for the proposed retail space and 104 spaces for deeded license agreements for adjacent buildings (2 Bryant Street and 444 Spear Street). The proposed Project will include a minimum 373 parking spaces (260 residential, 9 retail and 104 for deeded license agreements). The project may include up to a total of 450 spaces.

12. The Project satisfies the criteria established in Section 304(d)(3) of the Code in that it will provide open space in the form of three large landscaped plazas above the parking/retail floors at different levels and locations in the Project. The sun will shine on portions of the various open space areas during most of the day.

13. The Project satisfies the limitations of Section 304(d)(4) of the Planning Code in that its density is limited by the Rincon Hill Plan to a ratio not to exceed one dwelling unit for each 200 feet of lot area.

14. The Project satisfies the criteria established by Section 304(d)(6) of the Planning Code in that it is within an 84-foot height district and is in accordance with design principles of the Rincon Hill Plan. The Project's tower at the Bryant and Main Street intersection, which is closer to the base of the hill, is two stories lower than the more northerly tower.

15. The Project is consistent with the eight priority policies of Section 101.1 of the Planning Code.

a. That Existing Neighborhood Serving Retail Uses be Preserved and Enhanced and Future Opportunities for Resident Employment In and Ownership of Such Business be Enhanced.

The proposed project provides support neighborhood retail per the Rincon Hill Plan.

b. That Existing Housing and Neighborhood Character be Conserved and Protected in Order to Preserve the Cultural and Economic Diversity of Our Neighborhoods.

The proposed project promotes planned transition of an underutilized former industrial district to a new residential neighborhood near downtown.

c. That the City's Supply of Affordable Housing be Preserved and Enhanced.

The Project Sponsor has made arrangements with the San Francisco Public Housing Authority, The Mayor's Office of Housing and the Bernal Heights Community Group to revitalize 118 public housing units known as Holly Court, located in Bernal Heights.

d. That Commuter Traffic Not Impede MUNI Transit Service or Overburden Our Street or Neighborhood Parking.

The proposed project does not increase commuter traffic because of its residential character, proximity to downtown, and the site's current use as a commuter parking lot.

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 proposed project would add to the economic base within the guidelines set forth in the Rincon Hill Plan.

f. That the City Achieve the Greatest Possible Preparedness to Protect Against Injury and Loss of Life in an Earthquake.

The proposed project would conform to earthquake standards enacted by the City of San Francisco.

g. That Landmark and Historic Buildings be Preserved.

No such buildings are involved in the proposed project. The applicant has expressed interest in providing a location on-site for the Union 76 Station now located at Pacific and Larkin or other potential historic buildings.

h. That All Parks and Open Space and Their Access to Sunlight and Vistas be Protected From Development.

No parks or open space are affected by this proposal.

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

CITY PLANNING COMMISSION

File No. 89.493C
401 Main Street
East Side of Main
Assessor's Block 3768, Lot 17
Motion No. 11818
Page 8

Approves Conditional Use Application No. 89.493C subject to the following conditions attached hereto as EXHIBIT A which is incorporated by reference as though fully set forth.

I hereby certify that the foregoing Motion was ADOPTED by the City Planning Commission on December 7, 1989.

Lori Yamauchi
Secretary

AYES: Commissioners Bierman, Boldridge, Engmann, Hu, Karasick and Morales

NOES: None

ABSENT: None

ADOPTED: December 7, 1989

LRB:mj:316

CITY PLANNING COMMISSION

File No. 89.493C
401 Main Street
East Side of Main
Assessor's Block 3768, Lot 17
Motion No. 11818

EXHIBIT A

CONDITIONS OF APPROVAL

CONDITIONS TO BE MET PRIOR TO THE RELEASE OF THE SITE PERMIT, BUILDING PERMIT, OR ADDENDA TO BUILDING PERMITS

Land Use and Density

1. This approval is for development of up to a 260 unit apartment project, with two mid rise towers of eight and seven stories respectively (approximately 240,000 square feet) over two and three levels of parking (approximately 130,000 square feet) containing up to 450 parking spaces, 10,000 square feet of commercial space, approximately 10,000 square feet of open space in three garden areas. The total development is approximately 380,000 square feet.

Design

1. The final plans shall meet the standards of the Planning Code within the exceptions permitted under the Planned Unit Development procedure and be in general conformity with the plans accepted by the Commission on December 7, 1989 as Exhibit B.

2. Mechanical equipment and appurtenances shall be enclosed in such a manner that (a) the enclosure is designed as a logical extension of the building form and an integral part of overall building design and (b) its cladding and detailing is comparable in quality to the rest of the building.

3. Final detailed building plans shall be reviewed and approved by Department staff prior to issuance of a building permit. Detailed building plans shall include a final site plan, unit plans, elevations, sections, landscape plan, choice of finish materials and details of construction.

4. Only clear glass shall be used throughout the project.

Landscaping and Open Space

1. Project sponsor shall landscape the sidewalk on Main Street frontage and on Harrison and Bryant Streets adjacent to the project in accordance with the Rincon Hill Plan. The paving pattern for the sidewalk and other

publicly accessible open space areas shall appropriately relate to the materials and patterns used in the Hills Brothers project at the base of Rincon Hill, subject to staff review and approval.

2. Project sponsor shall install lighting, decorative paving, seating and landscaping on public sidewalks adjacent to the site provided that such improvements meet any applicable ordinances and applicable requirements of the Department of Public Works, the Bureau of Light, Heat and Power of the Public Utilities Commission pertaining to street lighting and sidewalk paving. All such improvements are subject to staff review and approval.

3. The project sponsor and successive project owners of property (Lot 17, Assessor's Block 3768) shall hold harmless the City and County of San Francisco, its officers, agents and employees from any damage or injury caused by reason of the design, construction or maintenance of the sidewalk improvements and shall be solely liable for any damage or loss occasioned by any act or neglect in respect to the design, construction or maintenance of the sidewalk improvements.

4. A landscape plan prepared by a licensed landscape architect shall be submitted for review and approval by the Department of City Planning prior to application for a building permit.

5. Open space areas shall be retained for the use of residents for the lifetime of the project. Covenants, conditions and restrictions shall be drawn up governing the maintenance of open space and shall be approved by the Department of City Planning.

6. The hours of operation of the public open space shall be during daylight hours seven days per week.

7. In fulfillment of the requirements of Code Section 143, at minimum one street tree shall be provided for each 20 feet of street frontage unless waved by the Zoning Administrator.

8. Trash receptacles and dumpsters shall not be stored on public property or in project public or common open space, and they shall be screened from public view.

Housing

1. The project shall not be marketed or leased for time share, executive suites or short term transient use. No residential units shall be used as a hotel, as defined in Section 203.8 of the San Francisco Housing Code.

2. Covenants, conditions and restrictions shall be imposed upon Project residential units to restrict use to occupancy for permanent (non-transient) residents and to preclude time share ownership or occupancy.

3. In order to expand affordable housing opportunities, project sponsor has agreed to contribute no less than ($500,000) Five Hundred Thousand Dollars for the rehabilitation of existing low income housing. Funds shall be contributed prior to the release of a Temporary Certificate of Occupancy. The manner in which the contribution is made shall be approved by the Director of Planning in consultation with the Mayor's Office of Housing.

4. Project Sponsor shall provide construction management and project management services for the expenditure of the $500,000 and any matching funds that may be made available up to an additional million dollars for the construction and/or rehabilitation of low income housing. Satisfactory compliance with these conditions shall be determined by the Director of Planning in consultation with the Mayor's Office of Housing.

5. If the Director of Planning, in consultation with the Mayor's Office of Housing, determines that the project sponsor has not cooperated satisfactorily with respect to items 3 and 4 of this Housing Condition, then prior to the release of a Final Certificate of Occupancy, but no later than two years from the date of the issuance of the first Temporary Certificate of Occupancy, project sponsor shall contribute an additional sum of Two Hundred and Fifty Thousand Dollars ($250,000) for a total cash contribution of Seven Hundred and Fifty Thousand Dollars ($750,000).

Noise Reduction in Residential Units

The residential units are subject to Title 25 of the California Administrative Code which provides standards for maximum interior noise levels in residential units located in areas with an ambient noise level of 60dBA or more. The project sponsor shall provide to the City an acoustical analysis by a competent acoustical engineer showing how the State required interior noise level standard of Ldn of 45dB will be met through noise insulation features to be included in the project.

Transportation

1. No less than 373 and not more than 450 independently accessible parking spaces shall be provided.

2. Residents in each unit in the project shall have a right for the life of the project of first offer to lease one parking space in the garage levels of the project. If the resident(s) elects not to lease the parking space to which the unit is entitled, the Project Owner or designated agent shall have the right to lease such parking spaces to other parties on no longer than month to month leases, terminable upon receipt by the Project Owner or designated agent of written notice from the resident(s) entitled to occupy a unit that said resident(s) desire to lease a parking space for that unit. Upon receipt of such written notice, should a parking space

not be available, then Project Owner/agent shall terminate a non-resident month to month lease and lease the parking space to the resident at a cost that is no greater than that paid by other residents.

The order of precedence for leasing to other than project residents shall be: (1) persons residing within the boundaries of the Rincon Hill Special Use District as delineated on the Zoning Map of the City and County of San Francisco; (2) persons working within the boundaries of the Rincon Hill Special Use District; (3) others.

3. Should units be sold, then for the life of the project the right to lease at least one parking space within the project must be sold with each unit.

4. Project sponsor shall provide a minimum of 13 secure spaces for bicycles or mopeds.

5. While subsurface sidewalk vaults are discouraged, should they be needed, project sponsor shall design subsurface vaults to allow for possible future widening of adjacent streets and vault design shall be of sufficient strength to carry maximum vehicular and live loads. Provision in the vault area for the placement of street trees shall also be made, subject to staff approval. In addition, should vaults exist or be installed as part of the project, project sponsor shall accommodate and pay for the installation of all sub-surface footings, supports and foundations as may be required for future public improvements such as street lights, street trees, trolley wire poles, signs, benches, transit shelters, etc. within project vault areas. Placement of such improvements is entirely within the discretion of the City.

Energy

1. The Project Sponsor shall consider appropriate energy conservation measures in building design and operation. Prior to filing the site permit, the Project Sponsor shall submit to the Department a brief report containing its assessment of the cost effectiveness of utilizing the measures outlined in the following checklist including reasons for rejecting any of the measures not employed. Measures to be considered shall include:

   a. Passive solar energy design;

   b. Maximum uses of natural illumination (day lighting) through window design, atriums, skylights, etc.;

   c. Other lighting reduction strategies, including high efficiency outdoor lights, low energy ballasts, time switches on storerooms, occupancy sensors, etc.;

   d. Alternative energy systems for domestic hot water pre- heating;

e. Multiple metering of structure (separate meter for each dwelling unit) and

f. Alternatives to air conditioning, including natural ventilation.

Preservation and Archeology

1. Should evidence of historic or prehistoric artifacts be uncovered at the site during construction, the Project Sponsor shall:

   a. Require the Project contractor to notify the Environmental Review Officer of the Department of City Planning and the President of the Landmarks Preservation Advisory Board.

   b. Require that the Project contractor suspend construction in the area of the discovery for a maximum of four weeks to permit review of the find, and, if appropriate, retrieval of the artifacts.

   c. Retain an archaeologist or historians or other expert acceptable to the Environmental Review Officer to assist the Office of Environmental Review to determine the significance of the find and identify feasible measures, if any, to preserve or recover artifacts.

   d. Implement feasible mitigation measure,s but in any event the cost of such implementation shall not exceed one percent of total construction costs as indicated in the site permit application for the Project phase involved on file with the Department of Public Works. Copies of reports prepared according to this mitigation measures shall be sent to the California Archaeological Site Survey Office at Sonoma State University.

Soils

1. A soils report shall be prepared by a California licensed engineer and the developer shall follow the recommendations of this report.

2. If dewatering is necessary, any groundwater pumped from the site shall be retained in a holding tanks to allow the suspended particles to settle, if this is found necessary by DPW, to reduce the amount of settlement entering the storm sewer lines.

Air Quality

1. During excavation, unpaved demolition and construction areas shall be wetted completely at least twice a day to reduce the dust emissions.

Hazards

1. An evacuation and emergency response plan shall be developed by the Project Sponsor in consultation with the Mayor's Office of Emergency Services to ensure coordination between the City's emergency planning activities and the Project's plan and to provide for building occupants in the event of an emergency. This plan shall be reviewed by the Office of Emergency Services and implemented by building management before issuance of the final certificate of occupancy.

2. Potential hazards associated with the project location under the Bay Bridge shall be evaluated by a Civil Engineer or other licensed professional(s) competent to conduct such evaluations. A report shall be prepared and the recommendations of the report shall be followed by the project sponsor, or the infeasibility of implementing such measures demonstrated.

Wind

1. Pursuant to Code Section 249.1(b)(3), the project shall be designed to include wind wall, deflectors, baffles, trellises or other features or devices, as necessary, to reduce wind speeds on the proposed open space within the project to seven mph in public seating areas and eleven mph in pedestrian areas. The open space should be enclosed, if necessary, if the standard could not be met outdoors. The final wind reduction measures are subject to City Planning Department approval.

Performance

1. The Project Sponsor shall transmit a copy of this Motion to the Office of the Recorder for the City and County of San Francisco for recordation as a part of the property records. This action shall be taken prior to any approval of a Building Permit Application by the Department of City Planning.

2. Project Sponsor shall secure a valid building permit for the project within three years of this approval. The time for receiving a building permit may be extended an additional two years by the Zoning Administrator should delays in issuing a permit be caused by a government agency or legal action.

LRB:mj:316

BRIEF SUBMITTED BY THE PERMIT HOLDER(S)

Calvin Tan
Regional Manager
DOUGLAS PARKING LLC
1721 Webster Street
Oakland, CA 94612
Tel.: 510.444.7412
Fax: 510.452.3654

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF APPEALS

In re the appeal of PORTSIDE HOMEOWNERS' ASSOCIATION	San Francisco Police Department Permit Nos. 110842 and 144667 **DOUGLAS PARKING'S RESPONSE TO PORTSIDE PERMIT APPEALS** Hearing: Date: November 10, 2026 Time: 5:00 p.m. Place: 1 Dr. Carlton B. Goodlett Place Room 416 San Francisco, CA 94103

I. The Board should affirm the permits.

I am Calvin Tan, Regional Manager for Douglas Parking LLC ("Douglas"). Douglas manages the garage ("Garage") for its owner, SF Oakland Bay LLC ("SFOB") and is its authorized representative in this appeal. Douglas respectfully asks the Board to deny the appeals of Portside Homeowners' Association ("PHOA") and Portside Master Owners' Association ("PMOA," and together with PHOA, "Portside") and affirm the San Francisco Police Department's ("SFPD") issuance of parking permit nos. 110842 and 144667 without additional conditions.

It was Portside, whose residents park in the Garage, that first demanded that SFOB/Douglas obtain the permits. Douglas worked closely with SFPD for more than seven months during the application process to ensure all requirements were met for approval of the commercial garage and valet parking permits. SFPD approved the permits after that lengthy and involved process. Having demanded that SFOB obtain permits, Portside now asks the Board to

undo those approvals or impose a broad package of new operating expenses, construction requirements, and security obligations.

The Board should consider this appeal against the backdrop of Portside's years-long campaign to wrest control of the Garage from SFOB and drive SFOB out of business. That campaign has included conduct that SFOB alleges violates federal law and constitutes actionable torts, claims now the subject of pending litigation. It extends far beyond any legitimate concern with regulatory compliance concerning the appealed parking permits. As alleged in SFOB's bankruptcy proceedings, Portside has pursued every available avenue to disrupt the Garage's operations, impose costs and burdens on SFOB, and gain a commercial and financial advantage at SFOB's expense.

Portside's conduct during the permitting process illustrates the point. Having demanded that the City and County require SFOB to obtain a commercial permit, Portside then made the patently false assertion that it was Portside—not SFOB or Douglas—that operated the Garage, declaring: "Portside, not SFOB, LLC or Douglas, currently operates the garage." On that basis, Portside urged the City to deny the permit altogether, while emphasizing that Portside "does not need a permit for primary residential parking"—a position that would leave Portside free to take over the entire operation without the permit it insisted SFOB must obtain. Portside's ambitions were hardly subtle: at one point, it boasted that it intended to acquire the Garage at a foreclosure sale for "one dollar." In fact, Portside's efforts date back to at least 1999, when it (via a member) appealed a decision regarding the prior owner's operation of a valet parking service. Attached as Exhibit A are documents relevant to the appeal, which was rejected by the Board of Permit Appeals.

This history matters. Portside's appeal cannot be viewed in isolation from its sustained effort to displace SFOB and secure control of the Garage. Its attempt to overturn the permits—or, failing that, to saddle SFOB with additional expenses and security obligations—must be evaluated in light of that broader campaign. The Board should scrutinize Portside's objections against the complete permitting record and distinguish legitimate regulatory concerns from efforts to weaponize the permitting process for private commercial gain.

Douglas worked cooperatively with SFPD to address the applicable requirements and secure approval of both permits. The permits were properly issued. Portside has identified no basis to overturn those approvals or impose additional conditions. The Board should reject the appeal and affirm both permits as issued.

II. Douglas worked with SFPD to obtain approval.

Douglas filed for a commercial garage parking permit on October 24, 2025. David Hartzell, a Portside board member, filed a complaint on November 4, 2025, concerning the valet service. Douglas then worked closely with SFPD throughout the application process to address the permitting issues. That work extended for more than seven months and included both the commercial parking and valet applications. Douglas's final submission was made on July 30, 2026, and SFPD granted the permits on August 26, 2026.

Douglas's close collaboration with SFPD throughout the permitting process reflects a proactive, cooperative effort to satisfy applicable requirements and address potential issues before approval. By working directly with SFPD, Douglas had the benefit of SFPD's guidance, resolved questions as they arose, and refined the application to meet SFPD's expectations and requirements. The resulting application reflects the value of SFPD's expertise, Douglas's consistent responsiveness, and a concerted effort to ensure that the necessary elements were in place before permit approval. The resulting permits should be evaluated against that concerted process.

Portside's role deserves attention. It pressed the City to require valet operations, then objected to the permit applications through which Douglas sought approval for those operations. It now seeks to overturn the permit approvals. The Board should consider whether Portside's appeal is meritorious or whether it simply seeks to impose additional burdens on SFOB in a tactical move to advance Portside's broader dispute.

III. The pending litigation reveals the stakes of this appeal.

Portside's relationship with SFOB includes longstanding agreements governing residential parking rights. Those agreements artificially depress residential parking charges to below-market rates, making operation of the Garage unprofitable. Following state court

litigation, SFOB filed for Chapter 11 bankruptcy on September 3, 2025, to reorganize its financial affairs. Bankr. N.D. Cal. Case No. 25-30699-HLB. Portside has sought to block SFOB's efforts to do so, and the current appeal is just more of the same.

Within the bankruptcy case, SFOB sued Portside for, among other things, violating the automatic stay of 11 U.S.C. § 362, which protects the debtor's property and provides breathing room to maintain operations during the reorganization. Bankr. N.D. Cal. Adv. Proc. No. 26-03033-HLB. A copy of SFOB's amended complaint is attached as Exhibit B to this brief. SFOB's amended complaint states:

> This adversary proceeding arises from Defendants' knowing and willful post-petition campaign to obtain control over property of SFOB's bankruptcy estate (the "Estate") and to appropriate for themselves rights, financial benefits, and economic leverage to which none are entitled. With full knowledge of this Chapter 11 case, and through a pattern of false and misleading representations, acting in concert, Defendants have repeatedly enlisted governmental authorities to interfere with, burden, and attempt to displace SFOB from the operation of a parking garage constituting property of the Estate—not to advance any legitimate regulatory purpose, but to advance their private pecuniary interests. Through a deliberate course of misconduct, Defendants have sought to strip the Estate of valuable contractual rights and pressure a transfer of the Estate's most significant asset on distressed terms.
>
> In so doing, Defendants engaged in a coordinated course of wrongful conduct that violated the automatic stay imposed by 11 U.S.C. § 362(a), intentionally interfered with SFOB's contractual relationships and the performance and benefits of the License Agreements . . . and breached the implied covenant of good faith and fair dealing arising under those agreements.

Paragraph 40 of the amended complaint makes the alleged objective particularly concrete. Portside board member David Hartzell reportedly told a Douglas employee that Portside would eventually acquire the Garage for $1 at a distressed foreclosure sale. Portside's appeal appears to further the same effort to burden SFOB's operations and obtain control of the Garage as alleged in the amended complaint.

We do not ask the Board to adjudicate any bankruptcy claims. We ask it to recognize the underlying conflict and assess Portside's motivations accordingly. Affirmance would leave the parties' litigation and contractual rights for determination in the appropriate proceedings before the federal bankruptcy court.

IV. Security concerns do not justify overturning or conditioning the permits.

The safety of residents, parkers, and employees matters to Douglas. Portside describes serious incidents, and those incidents were considered in the permitting process. In approving the permits, SFPD necessarily determined that the security plan was "reasonably calculated to protect individuals and vehicles." San Francisco Police Code § 1215.2(c)(1). Portside's disagreement with that determination does not provide a persuasive basis to disturb it. Its preference for additional security measures does not establish that the approved plan is inadequate.

Further, the parties expressly allocated responsibility for security to Portside. The License Agreements governing the relationship between PHOA and SFOB, as successor to the original licensors, provide that SFOB "shall have no obligation under this License to police the Licensor Property and otherwise to provide security on the Licensor Property in connection with the parking of Motor Vehicles on the Licensor Property under the Licenses or otherwise." Amended Complaint at ¶ 36. The relevant CC&Rs require that PHOA "shall contract for security services" for the property parcel that includes the Garage. Portside now seeks to use the permitting process to impose on SFOB obligations that the parties assigned to PHOA. Douglas does not contend that those agreements displace its regulatory duties; the point is that Portside's appeal complains of issues that are PHOA's own contractual responsibility.

SFPD's review provides the starting point for evaluating these issues. Douglas worked with SFPD to address the permit requirements, and SFPD approved the security plan. Portside's contractual obligations must be considered alongside its arguments in this appeal. In conducting its review, the Board should give appropriate weight to SFPD's evaluation and the completed permitting process. The Board should reject Portside's attempt to use this appeal to impose new requirements on SFOB and affirm the permits without any additional conditions.

V. The remaining objections do not warrant overturning the permits.

Portside raises a smattering of alleged administrative and documentary deficiencies, asserting that fourteen categories of required information were missing from Douglas's applications. Those objections rely heavily on earlier application forms and documents absent

from Portside's public-records production, rather than the complete record developed through the permitting process. Douglas worked closely with SFPD over more than seven months to provide the necessary information, address questions, and resolve deficiencies before approval. Portside's tally of alleged omissions disregards that process: an omission from an earlier submission does not establish a deficiency in the completed application, and the absence of a document from Portside's records does not establish that SFPD never received it. These objections provide no persuasive basis to undo the approvals Douglas obtained through that sustained effort.

VI. The Board should deny the appeals.

Douglas worked closely with SFPD over more than seven months to address the applicable requirements and obtain the permits Portside itself demanded. Portside's objections provide no persuasive basis to undo those approvals or impose additional conditions. The Board should evaluate the permits on the complete permitting record and leave the parties' contractual and bankruptcy disputes to the federal bankruptcy court. Douglas respectfully requests that the Board deny the appeals and affirm issuance of both permits without modification or additional conditions.

* * *

Dated October 22, 2026

DOUGLAS PARKING LLC

/s/ Calvin Tan
Calvin Tan
Regional Manager

EXHIBIT A

NOTICE OF APPEAL

BOARD OF PERMIT APPEALS, CITY AND COUNTY OF SAN FRANCISCO

entered MRP

Appeal of

GERRIE SCOTT, Appellant

vs.

ZONING ADMINISTRATOR, Respondent

APPEAL NO. 99-087

NOTICE IS HEREBY GIVEN THAT the above named appellant appeals to the Board of Permit Appeals of the City and County of San Francisco from the decision or order of the above named department(s).

The substance or effect of the decision or order appealed from is the determination by the Zoning Administrator dated May 25, 1999 that the developer of 401 Main Street, Portside Phase I and II is operating a valet parking service in conformity with Planning Commission Motions 11818 and 13905, and is consistent with the M-1 (Light Industrial) zoning of the property.

(CONDITIONAL USE AUTHORIZATION NO. 95.220C)

Address of appellant to which notices shall be mailed:

59 Gilbert Street

San Francisco, CA 94103

Telephone: (Home) 863-3308 (Bus.)

I, Gerrie Scott, declare under penalty of perjury that the foregoing is true and correct. Entered on June 9, 1999 at San Francisco, California.

Gerrie C. Scott

Appellant or Agent

FOR HEARING ON July 21, 1999

BOARD OF APPEALS
CITY AND COUNTY OF SAN FRANCISCO

APPEAL NO. 99-087

GERRIE SCOTT, Appellant

vs.

ZONING ADMINISTRATOR, Respondent

NOTICE OF DECISION AND ORDER

To: Gerrie Scott
59 Gilbert Street, San Francisco, CA 94103 appellant(s), and the Zoning Administrator

NOTICE IS HEREBY GIVEN that the appeal of Gerrie Scott,

the appellant above named, from the order of determination by the Zoning Administrator dated May 25, 1999 that the developer of 401 Main Street, Portside Phase I and II is operating a valet parking service in conformity with Planning Commission Motions 11818 and 13905, and is consistent with the M-1 (Light Industrial) zoning of the property (CONDITIONAL USE AUTHORIZATION NO. 95.220C)

came on regularly for hearing before the Board of Appeals of the City and

County of San Francisco on September 15, 1999,

and the said order was concurred in by the said Board of Appeals.

PURSUANT TO Section 4.106 of the Charter of the City and County of San Francisco and Part III, Article 1, Section 14 of the Municipal Code of the said City and County, and the action above stated, the Board of Appeals hereby orders that the said determination be upheld and the Zoning Administrator

is (are) hereby ordered and directed to uphold said determination.

Request for rehearing:
October 13, 1999 (Denied)
Rehearing:
None
Notice released to departments:
October 19, 1999

Date: September 15, 1999
BOARD OF APPEALS
CITY AND COUNTY OF SAN FRANCISCO

John E. McInerney, III, President

Robert H. Feldman, Executive Secretary

If this decision is subject to review under Code of Civil Procedure Section 1094.5, then the time within which judicial review must be sought is governed by California Code of Civil Procedure, Section 1094.6.

AFFADAVIT OF SERVICE

I, Linda Laws, secretary of the Board of Appeals hereby certify that on this 19th day of October 1999, I served the attached Notice of Decision and Order on Gerrie Scott by mailing a copy through the U.S. Mail postage prepaid, first class, to the following address:

Gerrie Scott
59 Gilbert Street
San Francisco, CA 94103

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

Executed in San Francisco, California.

October 19, 1999
Date

Linda Laws

EXHIBIT B

Stephen D. Finestone (125675)
Michael J. Coffino (88109)
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Attorneys for SF Oakland Bay LLC,
Debtor-in-Possession and Plaintiff

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

In re SF OAKLAND BAY LLC, Debtor-in-Possession.	Case No. 25-30699-HLB Chapter 11
SF OAKLAND BAY LLC, Plaintiff, *v.* PORTSIDE HOMEOWNERS' ASSOCIATION, PORTSIDE MASTER OWNERS ASSOCIATION, JOHN CORNWELL, KATY LIDDELL, *and* DAVID HARTZELL, Defendants.	Adv. Proc. No. 26-03033-HLB **FIRST AMENDED ADVERSARY COMPLAINT FOR:** **(1) VIOLATION OF AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362;** **(2) CIVIL CONTEMPT AND SANCTIONS PURSUANT TO 11 U.S.C. § 105(a);** **(3) TORTIOUS INTERFERENCE WITH CONTRACT; AND** **(4) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

Case: 26-03033 Doc# 14 Filed: 09/09/26 Entered: 09/09/26 22:47:28 Page 1 of 19

Plaintiff SF Oakland Bay LLC ("SFOB" or "Debtor") alleges the following against defendants Portside Homeowners' Association ("PHOA"), Portside Master Owners Association ("PMOA"), John Cornwell ("Cornwell"), Katy Liddell ("Liddell"), and David Hartzell ("Hartzell") (collectively, "Defendants"):

PREFATORY STATEMENT

This adversary proceeding arises from Defendants' knowing and willful post-petition campaign to obtain control over property of SFOB's bankruptcy estate (the "Estate") and to appropriate for themselves rights, financial benefits, and economic leverage to which none are entitled. With full knowledge of this Chapter 11 case, and through a pattern of false and misleading representations, acting in concert, Defendants have repeatedly enlisted governmental authorities to interfere with, burden, and attempt to displace SFOB from the operation of a parking garage constituting property of the Estate—not to advance any legitimate regulatory purpose, but to advance their private pecuniary interests. Through a deliberate course of misconduct, Defendants have sought to strip the Estate of valuable contractual rights and pressure a transfer of the Estate's most significant asset on distressed terms.

In so doing, Defendants engaged in a coordinated course of wrongful conduct that violated the automatic stay imposed by 11 U.S.C. § 362(a), intentionally interfered with SFOB's contractual relationships and the performance and benefits of the License Agreements (defined below), and breached the implied covenant of good faith and fair dealing arising under those agreements.

JURISDICTION

1. Two claims for relief in this adversary proceeding arise under Title 11 of the United States Code and as a result this Court has jurisdiction under 28 U.S.C. § 1334. In addition, the Court has jurisdiction over SFOB's state-law claims pursuant to 28 U.S.C. § 1334(b) because those claims arise from the same post-petition conduct that forms the basis of SFOB's claims for violation of the automatic stay, that seek recovery for injury to Estate property and the Debtor's business operations, and, if successful, will increase assets available for distribution to creditors and materially affect the administration of the Estate.

NATURE OF CLAIM

2. This is a core proceeding under 28 U.S.C. § 157(b)(2), and to the extent it is otherwise, SFOB consents to entry of final orders and judgments by this Court.

THE PARTIES

3. SFOB is the Debtor-in-Possession in this Chapter 11 case. SFOB owns and operates a parking garage (the "Garage") at a mixed-use condominium located at 403 Main Street and 38 Bryant Street in San Francisco (the "Portside Property," or "Portside"). The Portside Property comprises the Garage, retail spaces, and residential condominium units. The Garage is property of the Estate.

4. PHOA and PMOA each purport to be a California non-profit mutual benefit corporation in relation to the Portside Property, which consists of Portside Phase I and II. PMOA is the master association for the Portside mixed-use development. PHOA governs the residential condominium component of the development. At all relevant times, PHOA acted in coordination with PMOA with respect to the matters alleged in this case. The same counsel represents both entities.

5. At all relevant times, PHOA and PMOA have acted in concert, pursuant to a common plan and shared objective, and coordinated their conduct in furtherance of that objective. Each knew of, authorized, directed, ratified, encouraged, or substantially assisted the conduct of the other. PMOA knowingly encouraged, assisted, and participated in the conduct alleged in this Complaint for its own benefit, notwithstanding that the License Agreements were contracts to which PMOA was not a party.

6. Defendant Cornwell is the President and a board member of PHOA and, upon information and belief, resides in the City and County of San Francisco.

7. Defendant Liddell is a member of the PHOA parking commission and, upon information and belief, resides in the City and County of San Francisco.

8. Defendant Hartzell is a member of the PHOA parking commission and, upon information and belief, resides in the City and County of San Francisco.

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9. At all relevant times, and upon information and belief, defendants Cornwell, Liddell, and Hartzell, together with PHOA and PMOA, knowingly entered into and carried out a concerted scheme to wrest operational control of the Garage and related Estate assets from the Debtor, force the collapse of the Debtor's business, and obtain for themselves rights and economic benefits belonging to the Estate. Acting with actual knowledge of the Debtor's Chapter 11 case, Defendants coordinated communications, strategies, and conduct designed to interfere with SFOB's contractual relationship with PHOA, using false representations to induce governmental action adverse to SFOB, impair SFOB's ability to operate its business, and unlawfully exercise dominion and control over Estate property in violation of the automatic stay and in the commission of a common-law tort. Each knowingly participated in and substantially assisted the wrongful conduct of the others, and the acts undertaken by any defendant in furtherance of the conspiracy were authorized, ratified, encouraged, or adopted by the remaining defendants.

FACTUAL BACKGROUND

10. On December 7, 1989, the San Francisco Planning Commission (the "Commission"), upon application, approved a Conditional Use Authorization for a residential project at the Portside Property (the "CUA").

11. In approving the CUA, the Commission determined that Portside constituted a "residential project" pursuant to the Rincon Hill Plan in San Francisco.

12. The Commission further noted that applicable local law required 260 spaces for the proposed Portside residential units, 9 spaces for proposed retail space on the property, and 104 spaces for deeded license agreements for adjacent buildings at 2 Bryant and 444 Spear Street, for a minimum of 373 parking spaces. The Commission set 450 as the maximum number of parking spaces.

13. The CUA did not require that the then-owner of the Garage, Hum Baby Associates ("HBA"), provide public parking or operate the Garage with a valet (attendant) parking system.

14. On or about February 24, 1994, PHOA entered into a License Agreement with HBA for the purpose of granting condominium owners at 38 Bryant Street (Portside I) licenses to park passenger cars in the Garage (the "1994 License Agreement").

15. The 1994 License Agreement granted, for the benefit of the owners of the condominiums in Portside Phase I, licenses to park 62 cars in the Garage.

16. SFOB is a successor in interest to HBA under the 1994 License Agreement.

17. The 1989 Conditional Use Authorization did not require valet parking. Valet parking did not become part of the CUA until 1995, when HBA, SFOB's predecessor, on its own volition, sought permission from the Commission to add valet parking to the Garage for public parking. The impetus for that application was changed market conditions: a declining need for residential parking.

18. Accordingly, on July 6, 1995, the Commission modified the 1989 CUA in these respects: it (a) reduced the minimum number of parking spaces in the Garage from 373 to 353; and (b) allowed (but did not require) HBA to utilize 84 of the available spaces through a valet parking system on weekdays between 7 a.m. and 7 p.m. (the "Amended CUA").

19. Until then, neither the San Francisco Police Department ("SFPD"), the Commission, nor the Planning Department had ever directed HBA to install a valet parking system at the Garage. Historically, a valet parking system represented a right available to HBA—not a duty imposed on it—to respond to changed market conditions.

20. On or about October 9, 1997, PHOA entered into a License Agreement with Portside II, LLC for the purpose of granting condominium owners living at 403 Main Street (Portside II) a license to park 158 passenger cars in the Garage (the "1997 License Agreement").

21. SFOB is the successor in interest to Portside II, LLC under the 1997 License Agreement.

22. The 1994 and 1997 License Agreements (together, the "License Agreements") are property of the Estate in this Chapter 11 case.

23. Among other things, the License Agreements provide that SFOB:

a. May in its sole discretion offer parking at the Garage to members of the general public;

b. May in its sole discretion install a valet parking system and set its hours;

c. May in its sole discretion terminate the valet parking system, depending on certain operational conditions at the Garage;

d. May change the designated spaces where condominium owners may park their cars in the Garage;

e. May designate an agent to operate and manage the Garage; *and*

f. Shall have no obligation to police or otherwise provide security for the Garage.

AUTOMATIC STAY VIOLATIONS AND WRONGFUL CONDUCT

24. On September 3, 2025, SFOB filed its voluntary Chapter 11 bankruptcy petition.

25. Defendants have been aware of the petition since its inception.

26. The filing of the Chapter 11 petition automatically stayed SFOB's creditors from, among other things, "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate." 11 U.S.C. § 362(a)(3).

27. As of the petition date (and well before the petition date), due to financial and market reasons, SFOB had ceased operating a valet parking system and allowing the general public to park cars at the Garage, eliminating any requirement for a "commercial" parking permit in San Francisco.

28. Since the filing of the Chapter 11 petition, Defendants, acting in concert, have pursued a deliberate course of conduct, including the use of the SFPD as their proxy, to control the Garage, interfere with SFOB's rights under the License Agreements, impose additional financial and operational burdens upon SFOB, and manufacture disputes with local authorities. The objective of their illicit campaign from the outset has been to control and diminish the value of the Garage, undermine SFOB's rights under the License Agreements, and force SFOB into a distressed position from which Defendants could acquire the Garage at a substantially depressed

price. These acts constitute impermissible attempts to exercise control over Estate property and are in violation of the automatic stay.

29. In or around October 2025, during the pendency of this Chapter 11 case, PHOA, PMOA, or both, acting on their mutual behalf, lodged a complaint with the SFPD that SFOB was operating a "commercial" garage without a permit and also complained that SFOB had ceased operating a valet parking system as purportedly required under the Amended CUA. The complaint bore no relation to PHOA's rights under the License Agreements or to Defendants' role in overseeing the condominium units at Portside I and Portside II. Moreover, the allegations were demonstrably false.

30. Since the commencement of this Chapter 11 case (and earlier), SFOB has not operated a parking facility open to the general public and thus has not conducted a "commercial" parking operation requiring a permit. Rather, SFOB has provided fee-based parking to residents of Portside I and Portside II and fewer than ten non-residents within the scope of the Amended CUA. Accordingly, under applicable local law, SFOB is not required to obtain a commercial parking permit. Nor, as alleged, did the Amended CUA require SFOB to operate a valet parking system at the Garage. Defendants knew these facts, or at a minimum acted with reckless disregard for their truth or falsity, when they complained to the SFPD and other City agencies.

31. Defendants made these representations to the SFPD for the purpose of causing law enforcement to intervene in SFOB's operation of the Garage. Among other things, Defendants sought to cause the SFPD and other City agencies to investigate SFOB, require SFOB to obtain a commercial parking permit and operate a valet system, impose additional operational conditions on the Garage, and ultimately curtail or shut down SFOB's operation of the Garage. Defendants thus reported to a law-enforcement agency that SFOB was engaged in activity that purportedly required law enforcement intervention.

32. Defendants' reports were not good-faith mistakes or disagreements about uncertain facts. Rather, Defendants knew, or recklessly disregarded, that the factual predicates for their accusations were false. Among other things, Defendants knew the contents of the License Agreements and the Amended CUA, knew the manner in which the Garage had historically

operated, and knew that public parking and valet operations had ceased. Defendants subsequently made statements to City officials acknowledging facts inconsistent with the very purported violations they had reported.

33. On November 3, 2025, building on Defendants' false assertion that SFOB was required—as opposed to merely authorized—to provide valet parking, and knowing that valet operations had caused SFOB substantial financial harm and that there was inadequate demand for valet parking, one of the individual defendants, copying another defendant, wrote to a San Francisco official demanding to know what the governing authority was doing about SFOB's purported "violation" arising from its "termination of valet parking" and asking for an update on remedial action "in the next day or two." SFOB cannot currently identify which individual defendant sent this communication because the public agency providing the document redacted identifying information from the public records. SFOB is informed and believes that one of the individual defendants was the sender, and another was copied on the communication.

34. In apparent response to Defendants' post-petition administrative complaints, and in reliance on Defendants' false allegations, on November 7, 2025, the San Francisco Planning Department (the "Department") served SFOB with a Notice of Complaint, and on December 12, 2025, a Notice of Enforcement. In both instances, on information and belief, the Department would not have done so but for Defendants' unlawful actions and false statements.

35. As a direct result of Defendants' post-petition actions, to avoid a swift shutdown of the Garage, SFOB was compelled, under severe financial and operational duress, to submit an application for a "commercial" parking permit, which Defendants, as part of their design, intended to oppose as part of their scheme to control and ultimately obtain property of the Estate. Defendants knew that operation of the Garage as a public commercial facility utilizing valet parking would be economically detrimental to SFOB, would substantially increase SFOB's costs, by among other things, requiring it to pay additional taxes to the City of San Francisco, and would impair the value of SFOB's contractual rights. Defendants nevertheless sought and pursued that outcome as part of their broader effort to burden SFOB's operations, diminish the value of the Garage, and force SFOB into a distressed financial position.

36. In furtherance of the post-petition scheme that Defendants launched no later than October 2025, and as part of a continuous course of conduct, on March 20, 2026, Defendants, acting through an agent, urged the SFPD to deny SFOB's pending "commercial" parking permit application or, alternatively, to condition approval upon the imposition of severely onerous conditions related to maintaining security at the Garage. Defendants cited alleged security deficiencies at the Garage while failing to disclose that responsibility for Garage security rests with PHOA, not SFOB. Specifically, as Defendants well knew, the License Agreements provide that SFOB "shall have no obligation under this License to police the Licensor Property and otherwise to provide security on the Licensor Property in connection with the parking of Motor Vehicles on the Licensor Property under the Licenses or otherwise." In contrast, and as Defendants also well knew, the CC&Rs, which govern the relationship between the PHOA and PMOA and the condominium owners, provide that PHOA "shall contract for security services" for the property parcel that includes the Garage. Defendants thus sought to impose financial burdens on SFOB for which PHOA itself bore responsibility.

37. During the first quarter of 2026, Defendants repeatedly pressed the SFPD and other City agencies to take action against SFOB. Among other things, Defendants demanded participation in meetings between SFOB and City officials notwithstanding SFOB's objection to their inclusion, and attempted to dictate which City officials should participate in those meetings.

38. For example, on January 13, 2026, one of the individual defendants, copying another, urged City officials to ensure that a "representative" of the Planning Department attended any meetings concerning Defendants' complaints against SFOB. Similarly, Andrew Brooks, General Manager of defendant PHOA, urged the SFPD to invite other Garage parking license holders—*i.e.*, license holders unaffiliated with the PHOA—to meetings concerning Defendants' complaints. Defendants did so to increase pressure on City officials to do Defendants' bidding against SFOB.

39. Further, on information and belief, during the first or second quarter of 2026, a representative of the City and County stated, in words or substance, that Defendants' complaints

concerning SFOB's operation of the Garage were intended to put SFOB out of business and that Defendants were attempting to manipulate City agencies into serving as pawns in that effort.

40. Consistent with that objective, defendant Hartzell told an employee of Douglas Parking, which manages the Garage, that PHOA would eventually acquire the Garage for one dollar at a distressed foreclosure sale.

41. On April 16, 2026, one of the individual defendants, copying another individual defendant and defendant Cornwell, emailed City officials regarding the permit application SFOB had submitted as a result of Defendants' complaints and resulting governmental pressure. Defendants complained that the City had taken no remedial action to compel SFOB to install valet parking. Yet in the same communication, Defendants acknowledged that the CUA "allows" valet parking, rather than stating that it requires valet parking. And despite having spent months insisting that SFOB obtain regulatory approval, Defendants then expressed "concern[]" about the application and urged the Planning Department to "oppose any permit application" containing operational terms "inconsistent with the Conditional Use Permit."

42. On April 20, 2026, in furtherance of Defendants' post-petition campaign to damage the Debtor, an authorized agent for defendant PMOA wrote the Office of the San Francisco City Attorney requesting that the City take punitive action against the Debtor for "bad behavior," allegedly operating without "proper permits."

43. The next day, on April 21, 2026, in furtherance of the post-petition campaign and continuing course of conduct designed to interfere with SFOB's operation and control of Estate property, PMOA—acting through the same representative and on behalf of itself and the other Defendants—submitted correspondence to the SFPD concerning the pending commercial parking permit application. In that correspondence, PMOA made demonstrably false statements and, in doing so, laid bare Defendants' objective of enlisting law enforcement authorities to advance their effort to exert control over property of the Estate and displace SFOB from rights and prerogatives reserved to it under the Bankruptcy Code:

> An SFPD shut down of the commercial garage would look just as it does now. *Portside*, **not** SFOB, LLC or Douglas, currently operates the garage. Neither the Owner, nor Douglas Parking, neither of whom have a permit to operate the commercial component of the

> Garage, is involved other than Douglas collecting parking fees and sending them to the Owner. Portside, which does not need a permit for the primary residential parking, effectively operates the garage and can control access. Portside has a history of effectively working with its neighbors, who also use the garage. In the short term, shutting down the operations of the commercial operator of the garage would not impact the residential users, because they are able to park independently, even in the absence of the operational services the garage is obligated to provide.

(Emphasis in original).

44. PMOA's assertion that it, rather than SFOB and SFOB's operating agent Douglas Parking, operates the Garage was and is false. Under the License Agreements, and as a matter of longstanding practice spanning decades, operational responsibility for the Garage has resided with SFOB (or its predecessors) and its designated management agents, not PMOA or PHOA. SFOB, acting through Douglas Parking, has continuously managed and operated the Garage, exercised control over parking operations, and fulfilled the obligations associated with those operations under the License Agreements. Defendants were fully aware of these facts when they represented otherwise to the SFPD.

45. Defendants' assertion that the Garage can continue to operate without a commercial parking permit under their control because its principal use is residential parking constitutes a direct admission that the Amended CUA does not require the Garage to provide public parking services, maintain a valet parking operation, or otherwise require a commercial parking permit. That admission cannot be reconciled with Defendants' repeated efforts to induce governmental authorities to intervene in SFOB's operation of the Garage based on the purported absence of such a permit, and demonstrates that Defendants knew, or at a minimum recklessly disregarded, that the permit issue did not justify regulatory enforcement action, the imposition of additional operational requirements, or restrictions on SFOB's use, possession, and control of Estate property. Defendants' own statements demonstrate that the permit issue was not a legitimate regulatory concern, but rather a pretext for governmental intervention in aid of Defendants' broader effort to interfere with SFOB's operation of the Garage and exercise control over Estate assets.

46. Further, Defendants' advocacy for a shutdown of SFOB's parking operations, coupled with their simultaneous assurance to the SFPD that residential parking could continue under Defendants' direction and control, reveals the true objective underlying their communications with governmental authorities. The unmistakable implication is that Defendants sought governmental intervention not to address any legitimate public-safety concern, but to remove SFOB from the operation of the Garage and substitute themselves in SFOB's place. By urging governmental action that would deprive SFOB of its contractual and operational rights while enabling Defendants to assume control over the Garage, Defendants engaged in tortious interference with SFOB's contractual relations and business operations and undertook an impermissible effort to "exercise control over property of the Estate" in violation of 11 U.S.C. § 362(a)(3).

47. One day later, on April 22, 2026, acting through the same authorized representative in furtherance of Defendants' post-petition campaign to damage the Debtor, Defendants wrote the SFPD alleging that the Debtor was trying "to obscure its tax deficit and potentially avoid its tax obligation to the City of San Francisco . . . ." Despite knowing that Douglas Parking, the garage operator, had posted a tax bond to protect the City and County of San Francisco, Defendants argued that the surety issued the bond in the name of Douglas Parking rather than in the Debtor's name. Defendants contended that this was a ruse designed to enable the Debtor to evade taxes. As part of this effort, Defendants not only made this false and defamatory assertion but, without authorization from either the Debtor or Douglas Parking, affirmatively furnished the SFPD with a copy of the Management Contract between the Debtor and Douglas Parking to bolster their claim.

48. On April 24, 2026, for the fourth time in five days, Defendants acted again to further their post-petition scheme as part of their continuing course of conduct directed at SFOB and the Garage. This time Defendants contacted both the Commission and the SFPD.

49. Regarding the Commission, Defendants asserted that SFOB was violating the Amended CUA by not offering valet services. Defendants made this assertion despite knowing that the Commission never required valet services but only permitted them at the request of

SFOB's predecessor, that SFOB had not offered valet services since shortly after the beginning of the COVID-19 pandemic, and that numerous residents of the condominium building did not want the valet service to return. Nevertheless, Defendants initiated and maintained administrative activity with the Commission because they knew that restarting and maintaining a valet service was a money drain on SFOB.

50. Regarding the SFPD, among other things, Defendants complained about alleged security deficiencies at the Garage—which they characterized as "the single biggest issue" affecting the facility—and the absence of valet parking services. Those complaints are revealing. As alleged, the License Agreements expressly disavow any obligation of SFOB to provide security for the Garage; responsibility for security rests with PHOA. Likewise, the License Agreements expressly grant SFOB the discretion to discontinue valet parking operations. Thus, the very issues Defendants sought to place before the SFPD concern matters that are either PHOA's own contractual responsibility or operational decisions expressly reserved to SFOB under the parties' agreements, facts that Defendants withheld from the SFPD and the Department.

51. Defendants' effort to invoke the administrative permitting process to compel SFOB to provide security services and valet parking that are not required under the License Agreements (or under the Amended CUA) is, in substance, an attempt to rewrite those agreements to PHOA's advantage. Unable to obtain such obligations through the parties' contractual arrangements, Defendants have instead sought to leverage governmental action to impose duties the parties never negotiated, never agreed upon, and that SFOB is not otherwise required to undertake. By using the permitting process to alter the parties' contractual allocation of rights, responsibilities, and costs, Defendants seek to obtain through administrative fiat benefits and concessions to which they are not entitled under the License Agreements and to exercise control over property of the Estate.

52. On May 22, 2026, in furtherance of their post-petition scheme to damage the Debtor, acting through the same authorized representative, Defendants wrote the SFPD as a follow-up to

their letter of April 22, 2026, asserting "the apparent effort by [the Debtor] to obscure its tax deficit and potentially avoid its tax obligations to the City of San Francisco."

53. As part of their relentless efforts to induce public agencies to take punitive action against the Debtor, Defendants have further claimed that SFOB should be required to pay a 25% parking tax because parties using allotted parking spaces were "outside parkers," and as such triggered the liability for the tax. The use of SFOB's Garage by the other two licensees has no effect on PMOA/PHOA. There is no reason for Defendants to intervene on the issue other than to cause damage to SFOB and to continue their efforts to harm SFOB's business and try to force SFOB to cease operations. SFOB is informed and believes that this conduct began pre-petition and continued post-petition.

54. On August 26, 2026, the Commission held a hearing on the permit application that Defendants forced SFOB to submit. After spending months pressuring City agencies to force SFOB to apply for and obtain a commercial permit and install valet parking for public parkers—requirements the Defendants knew would inflict substantial financial harm on SFOB—Defendants finally succeeded in getting a hearing on whether the permit should issue. Then, in a stunning reversal, at the hearing on August 26, 2026, Defendants opposed issuance of the very permit they had spent months demanding that SFOB obtain. This was no innocent change of position. It exposed the calculated and destructive nature of Defendants' strategy: whatever position they took, whatever argument they advanced, and whatever regulatory obstacle they could create, their objective was the same—to interfere with, impair, and ultimately undermine the Debtor's business.

55. The Commission approved the permit application at the hearing.

56. Undeterred, and in furtherance of their scheme to undermine the Debtor's business and exercise control over its assets, Defendants appealed the approval and, in that appeal, urged the Commission to suspend its approval of the permit. The bad-faith bases of the appeal include, among other things, an attempt to transfer responsibility for Garage security from PHOA to the Debtor contrary to the terms of the License Agreements and the CC&Rs.

57. Defendants' invocation of governmental processes was not undertaken in a good-faith effort to obtain legitimate relief. Defendants repeatedly advanced factual and legal positions without regard to the merits of those positions and knowingly or recklessly made material misrepresentations to governmental authorities concerning the matters those authorities were being asked to decide. Defendants' false statements include that SFOB was unlawfully operating a commercial parking garage, that SFOB was required to provide valet parking, that SFOB rather than PHOA was responsible for Garage security, that SFOB was engaged in a scheme to evade taxes, and that Defendants rather than SFOB effectively operated and controlled the Garage. Defendants intended to use the governmental process itself, including investigations, enforcement activity, meetings, permitting proceedings, the threat of a shutdown, increased operating requirements, delay, expense, and disruption, as a means of imposing economic pressure on SFOB, diminishing the value of the Garage, interfering with SFOB's contractual and property rights, and ultimately displacing SFOB from operation and control of the Garage, all to advance their own personal and pecuniary interests.

FIRST CLAIM FOR RELIEF
VIOLATION OF AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362
AGAINST ALL DEFENDANTS

58. SFOB incorporates each of the above allegations by reference.

59. With full knowledge of SFOB's Chapter 11 filing, Defendants intentionally embarked upon a course of conduct designed to interfere with SFOB's possession, use, and control of the Garage, undermine and appropriate SFOB's contractual rights, and exert economic pressure calculated to force a distressed disposition of Estate property. That course of conduct included, among other things, knowingly or recklessly false statements to governmental agencies seeking to curtail or shut down Garage operations, efforts to displace SFOB as the Garage operator, attempts to induce governmental action that would transfer operational control of the Garage from SFOB to Defendants, and actions intended to deprive SFOB of substantial rights and benefits granted under the License Agreements.

60. Defendants' conduct was not advocacy concerning the proper exercise of governmental regulatory authority. As alleged above, Defendants used governmental processes

as instruments to interfere with and diminish SFOB's contractual rights, impose financial and operational burdens on Estate property, deprive SFOB of the use and benefits of the Garage, and ultimately transfer practical control of the Garage from SFOB to Defendants. Such conduct constitutes an act to obtain possession of, or exercise control over, property of the Estate within the meaning of 11 U.S.C. § 362(a)(3).

61. In acting as alleged, Defendants undertook to interfere with the Estate solely to advance their private rights and enhance their pecuniary interests, in derogation of other creditors, and not for any public-policy, police, or regulatory purpose.

62. As applicable law allows, SFOB seeks compensatory and non-compensatory damages and reasonable fees and costs in amounts according to proof at trial.

63. SFOB is also entitled to an injunction barring Defendants from further action interfering with the Estate, the License Agreements, or SFOB's control over the Garage, or otherwise violating the automatic stay.

SECOND CLAIM FOR RELIEF
CIVIL CONTEMPT AND SANCTIONS PURSUANT TO 11 U.S.C. § 105(a)
AGAINST ALL DEFENDANTS

64. SFOB incorporates paragraphs 1 through 57 by reference.

65. Defendants intentionally and willfully performed the acts alleged in this adversary proceeding with knowledge of the automatic stay.

66. The acts of Defendants as alleged violated the automatic stay and interfered with Estate property, causing injury to the Estate. As a result, SFOB is entitled to contempt sanctions and compensatory relief under 11 U.S.C. § 105(a).

THIRD CLAIM FOR RELIEF
TORTIOUS INTERFERENCE WITH CONTRACT
AGAINST DEFENDANTS PMOA, HARTZELL, CORNWELL, AND LIDDELL

67. SFOB incorporates paragraphs 1 through 57 by reference.

68. At all relevant times, the License Agreements to which SFOB and PHOA were parties were valid and enforceable.

69. Defendants PMOA, Hartzell, Liddell, and Cornwell each knew of the existence and contents of the License Agreements through the ordinary course of business and the proceedings

in this Chapter 11 case. Notwithstanding that knowledge, Hartzell, Liddell, and Cornwell acted knowingly and intentionally for their own personal benefit and to advance interests separate and apart from those of PMOA, rather than in good-faith furtherance of PMOA's legitimate business interests or within the course and scope of their agency or corporate authority.

70. Beginning, at least, after the commencement of SFOB's bankruptcy case, defendants PMOA, Hartzell, Liddell, and Cornwell embarked upon a deliberate campaign to undermine and destroy SFOB's contractual rights under the License Agreements. In furtherance of that scheme, Defendants repeatedly made false and misleading statements to governmental authorities, including that PHOA—not SFOB—managed and controlled the Garage, that SFOB was unlawfully operating a "commercial" parking facility open to the general public, that SFOB was required to provide valet parking, that SFOB was contractually obligated to provide security under the License Agreements, that SFOB was engaged in a ruse to avoid taxes due the City and County of San Francisco, that SFOB should be taxed for the "outside parkers" at 2 Bryant and 444 Spear Streets, and that SFOB lacked the financial capacity to continue operating the Garage. Defendants made these representations knowing they were false or with reckless disregard for the truth, and repeatedly invoked governmental processes without regard to the merits of their stated positions. They did so to induce governmental intervention, impair SFOB's performance of the License Agreements, deprive SFOB of the benefits of those agreements, transfer operational control of the Garage from the Debtor to PHOA, and interfere with SFOB's rights in property of the Estate, all for their personal financial gain.

71. Defendants' conduct was independently wrongful and unlawful because, among other things, it constituted willful violations of the automatic stay imposed by 11 U.S.C. § 362, intentional interference with property of the Estate, and fraudulent and intentionally deceptive conduct undertaken to procure governmental action against SFOB. To the extent Defendants seek to rely upon California Civil Code § 47(b) with respect to their communications with governmental entities, Defendants knowingly or recklessly made false representations and false reports that SFOB was engaged in unlawful conduct or activity purportedly requiring law-

enforcement intervention, and those communications are expressly excluded from the privilege by California Civil Code § 47(b)(5).

72. As a direct and proximate result of Defendants' conduct, the License Agreements were disrupted, SFOB's ability to perform and realize the benefits of the License Agreements was substantially impaired, SFOB's contractual and business relationships were placed in jeopardy, SFOB suffered injury to its business, diminution in the value of Estate assets, increased costs, and other damages in an amount to be proven at trial.

73. In doing what is alleged, defendants PMOA, Hartzell, Liddell, and Cornwell acted intentionally, maliciously, oppressively, and fraudulently within the meaning of California Civil Code § 3294. Defendants acted with actual knowledge of SFOB's bankruptcy case, SFOB's contractual rights under the License Agreements, the operational and administrative history of the Garage, and the protections afforded to property of the Estate, yet deliberately pursued a coordinated course of conduct designed to impair SFOB's business operations, deprive SFOB of the benefits of its contracts, and wrest practical control of Estate property from the Debtor. Defendants PMOA, Hartzell, Liddell, and Cornwell carried out their actions with willful and conscious disregard of SFOB's rights and with the intent to cause injury to SFOB and the Estate. Accordingly, SFOB is entitled to recover punitive and exemplary damages in an amount sufficient to punish Defendants and deter similar misconduct.

FOURTH CLAIM FOR RELIEF
BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING AGAINST PHOA

74. SFOB incorporates paragraphs 1 through 57 by reference.

75. The License Agreements contained an implied covenant of good faith and fair dealing.

76. In doing what is alleged, PHOA unfairly frustrated SFOB's rights and benefits under the License Agreements and breached the implied covenant of good faith and fair dealing. Among other things, PHOA sought to shift responsibility for Garage security to SFOB; sought to compel SFOB to provide valet parking notwithstanding contractual provisions giving operational discretion to SFOB; asserted operational authority over the Garage despite SFOB's rights under

the License Agreements; coordinated efforts to impose additional financial and operational burdens on SFOB for the purpose of impairing SFOB's ability to perform and receive the benefits of the License Agreements; and sought to displace SFOB from the management and operation of the Garage and obtain for itself contractual and operational rights reserved to SFOB.

77. As a result, SFOB has suffered damages in an amount according to proof at trial.

PRAYER FOR RELIEF

Accordingly, SFOB requests judgment against Defendants as follows:

1. For a determination that Defendants' post-petition conduct constituted willful violations of the automatic stay imposed by 11 U.S.C. § 362(a);

2. For a declaration that Defendants' actions to obtain possession of, exercise control over, interfere with, or diminish the value of property of the Estate violated 11 U.S.C. § 362(a);

3. For an award of compensatory damages in an amount to be proven at trial, including damages arising from interference with SFOB's operation, management, use, and enjoyment of Estate property and contractual rights;

4. For an award of all attorneys' fees, expert fees, costs, and expenses incurred as a result of Defendants' stay violations and in prosecuting this action;

5. For an award of civil contempt sanctions pursuant to 11 U.S.C. § 105(a) and the Court's inherent authority sufficient to compensate the Estate for all losses caused by Defendants' misconduct and to coerce future compliance with the Bankruptcy Code and orders of this Court;

6. For an award of punitive damages;

7. For preliminary and permanent injunctive relief prohibiting Defendants from taking further action to interfere with SFOB's possession, operation, management, or control of Estate property; *and*

8. For such other and further relief as the Court deems just and proper.

Dated September 9, 2026

FINESTONE HAYES LLP

/s/ Stephen D. Finestone
Stephen D. Finestone
Attorneys for SF Oakland Bay LLC

PUBLIC COMMENT

From: Christine Matheney
To: BoardofAppeals (PAB)
Subject: Letter of Support – Appeal Nos. 26-054 and 26-055 – 401 Main Street (Hearing Oct. 28, 2026)
Date: Sunday, October 18, 2026 7:18:47 AM

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

Hello Members of the Board of Appeals,

My name is Christine Matheney. I rent a parking space through my landlord in the shared garage at 401 Main Street, and I am a renter at Harbor Lofts (400 Spear Street). I've lived here for three years, and I'm writing to support Portside Homeowners Association's appeals of Commercial Parking Permit No. 110842 and Valet Parking Permit No. 144667, scheduled for hearing on October 28.

I use both the Main Street and Spear Street gates, and here is what I see day to day:

1. Valet has not operated in the three years I've lived here. There are valet signs, but I have never once seen a valet attendant. The public simply drives in and parks. I do often see security on site, usually sitting in their cars.

2. The Spear Street entrance is not secure. As I understand it, the gate is managed by Otis, and it's often left open during the day while trucks come and go. The gates are also old and slow, so people regularly tailgate in behind residents. About once a week I see people coming in through the driveway and going through the recycling. I haven't reported it because I'm not sure it's a crime, but it tells me that anyone can walk in.

3. Traffic on Main Street is already a problem. After 5pm on weekdays, Main Street is a major route onto the Bay Bridge, and it is already very hard to make a left turn out of the Main Street gate. The valet permit would run Monday to Friday, 7am to 7pm, which overlaps the evening commute. Adding valet pick-ups, drop-offs and queuing on that stretch would make it harder for residents to leave the building safely.

What I'm asking:
- That the permits not take effect as issued until there is a clear, enforceable plan for securing the Spear Street entrance.
- That there is also a clear plan for how vehicles will enter and exit the Main Street gate without backing up onto the street.
- That a traffic study be completed. I understand the Police Code allows the Chief of Police to consider traffic impacts and to refer an application to the SFMTA for review, and I'd ask that this happen before any valet operation begins.

Thank you so much for your time and for considering the residents who live here and depend on this garage every day.

Christine Matheney
Resident, Harbor Lofts, 400 Spear Street, San Francisco, CA 94105
matheneyc@gmail.com

From: subin@mail.instinct.com
To: BoardofAppeals (PAB)
Subject: Comment on Appeals 26-054 and 26-055 - 401 Main Street
Date: Thursday, October 22, 2026 9:28:51 AM

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Dear Board Members,

I live at 201 Harrison Street, and my building's vehicle entrance is on Main Street.

During rush hour, this stretch of Main Street is already very congested with traffic heading toward the Bay Bridge. The traffic light stays green for only a short time, and cars back up.

I'm concerned that the 289-stall parking garage and valet operation at 401 Main Street would add traffic and worsen congestion around our building's entrance.

Please consider the effect on nearby residents' vehicle access and the existing rush-hour congestion when reviewing these permits.

Thank you,
Subin Park