



Date Filed: November 6, 2023

City & County of San Francisco
BOARD OF APPEALS

JURISDICTION REQUEST NO. 23-4

Date of request: **November 6, 2023.**

Dr. Edward Yee hereby seeks a new appeal period for the following departmental action: **ISSUANCE** of **Alteration Permit No. 2022/08/04/9876** by the **Department of Building Inspection**, issued to: **Lisa and Patrice Gautier**, for the property at **99 Saint Germain Avenue**, that was issued or became effective on **October 5, 2023**, and for which the appeal period ended at close of business on **October 20, 2023**.

Your **Jurisdiction Request** will be considered by the Board of Appeals on Wednesday, **December 6, 2023** at **5:00 p.m. and will be in Room 416 of SF City Hall**. **The parties may also attend via the Zoom video platform.**

Pursuant to Article V, § 10 of the Board Rules, the **RESPONSE** to the written request for jurisdiction must be submitted by the permit, variance, or determination holder(s) and/or department(s) no later than **10 days from the date of filing, on or before November 16, 2023 by 4:30 p.m.**, and must not exceed 6 pages in length (double-spaced), with unlimited exhibits. An electronic copy shall be submitted to the Board office via email to: boardofappeals@sfgov.org with additional copies delivered to ed.yee.md@gmail.com, matthew.greene@sfgov.org, tina.tam@sfgov.org and corey.teague@sfgov.org.

You or your representative **MUST** be present at the hearing. It is the general practice of the Board that only up to three minutes of testimony from the requestor, the permit holder, and the department(s) will be allowed. Your testimony should focus on the reason(s) you did not file on time, and why the Board should allow a late filing in your situation.

Based upon the evidence submitted and the testimony, the Board will make a decision to either grant or deny your Jurisdiction Request. Four votes are necessary to grant jurisdiction. If your request is denied, an appeal may not be filed and the decision of the department(s) is final. If your request is granted, **a new five (5) day appeal period shall be created which ends on the following Monday**, and an appeal may be filed during this time.

Name: Dr. Edward Yee

Address: 95 Saint Germain Avenue

Phone: 415-706-7576

Email: ed.yee.md@gmail.com

eandvic@gmail.com

Request made via email

REASONS-1. NEVER GOT THE POSTING AS I WAS STAYING IN PLACE AFTER A HIT AND RIDE EVENT BY A SPEEDING BICYCLISTS!

2. 99 OWNERS HAVE DONE THIS IN THE PAST (NOV 10, 2016 WITH OUT PERMITS). PERMITS OBTAINED RETROACTIVELY.

3. FAILURE TO ADDRESS THE ISSUE OF THE RETAINING WALL TO OUR 95 STAIRWAY DURING 311 ZOOM MEETING.

4. FAILURE TO ADDRESS MY CONCERNS OF SAFETY ISSUES AS PREVIOUS WORK WAS DONE WITH OUT DUST NOR CONCRETE REMOVAL (WIFE VICKI HAS DISABLITY ISSUES WITH ADA ASTHMA – HARMED FOR THREE MONTHS DURING THE NOV 10, 2016 EXPOSURE).

AGAIN, APPRECIATE YOUR ASSISTANCE.

ED YEE

Permit Details Report

Report Date: 11/6/2023 10:13:39 AM

Application Number: 202208049876

Form Number: 3

Address(es): 2721 /049 /0 99 SAINT GERMAIN AV

Description: INSTALL A NEW DUMBWAITER ELEVATOR INCLUDING ALL STRUCTURAL SUPPORTS AS NEEDED. ADD STRUCTURALLY REINFORCED CONCRETE RETAINING WALL AND INFILL CONCRETE SLAB. REPLACE STUCCO WALL BELOW STAIRS, WATERPROOFING OVER MECHANICAL ROOM AND TILE REPLACEMENT AS NEEDED.AREA DRAINS. PLANS TRAVELING W/ 202208039878

Cost: \$192,500.00

Occupancy Code: R-3

Building Use: 27 - 1 FAMILY DWELLING

Disposition / Stage:

Action Date	Stage	Comments
8/4/2022	TRIAGE	
8/4/2022	FILING	
8/4/2022	FILED	
10/5/2023	APPROVED	
10/5/2023	ISSUED	

Contact Details:

Contractor Details:

License Number: 842923
 Name: ANTHONY PICONE
 Company Name: PICONE RENOVATIONS
 Address: 5808 CALIFORNIA ST * SAN FRANCISCO CA 94121-0000
 Phone:

Addenda Details:

Description:FULL

Step	Station	Rev#	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Review Result	Hold Description
1	BID-INSP		8/4/22	8/4/22			8/4/22	BIRMINGHAM KEVIN		
2	INTAKE		8/4/22	8/4/22			8/4/22	VICTORIO CHRISTOPHER		
3	CP-ZOC		8/5/22	10/11/22			1/26/23	JIMENEZ SYLVIA		1/26/23: Application approved per plans for installation of covered elevator between 95 and 99 Saint Germain. Alterations to the existing residential structure not included in this permit. Plans routed to DBI. SJ 8/11/22 - To proceed with intake, please submit a Project Application (PRJ) and digital plans to lorabelle.cook@sfgov.org. The PRJ application can be found here: https://sfplanning.org/sites/default/files/forms/PRJ_Application.pdf

4	CPB		3/20/23	3/20/23			4/10/23	VICTORIO CHRISTOPHER		03/20/2023 - Received from Pre-Plan check, acceptable, invoice sent for filing to contractor, CV
5	CP-NP		11/23/22	11/23/22	11/23/22	12/7/22	9/14/23	BALBA RYAN		11/23/22: Emailed 311 cover letter - Vlad 12/7/22: Mailed 311 notice 12/16/22; Expires 1/16/23 - Vlad
6	BLDG		4/10/23	5/22/23	6/8/23		8/16/23	CHAN JOSEPH	Approved	Placed in Hold pending comment
7	MECH		5/19/23	6/13/23			6/13/23	ZHAN JAMES		Approved, to PPC
8	DPW-BSM		6/14/23	6/16/23			6/16/23	CHOY CLINTON		Approved. No alteration or reconstruction of City Right-of-Way under this permit.
9	PERMIT-CTR		2/9/23	2/9/23			2/9/23	PERMIT CENTER USER		02/09/2023: Project received by Permit Center Team. Applicant may collect the project to continue OTC review. See email from PERMITCENTER@SFGOV.ORG for instructions. - HB
10	PERMIT-CTR		3/9/23	3/9/23			3/9/23	YAMAMURA WENDY		03/09/2023: Project has been received by Permit Center Team and transferred to the Central Permit Bureau (CPB). Applicants may contact dbi.cpbrequest@sfgov.org for further project updates - WY
11	MECH		8/16/23	8/18/23			8/18/23	ZHAN JAMES	Approved	Approved, to PPC
12	DPW-BSM	1	8/18/23	8/21/23			8/21/23	CHOY CLINTON	Approved	No alteration or reconstruction of City Right-of-Way under this permit.
13	CP-ZOC		8/22/23	9/6/23			9/6/23	JIMENEZ SYLVIA	Approved	Restamped plans, routed back to DBI. SJ 9/6/23
14	CP-ZOC		9/8/23	9/14/23			9/18/23	BALBA RYAN	Approved	Restamped plans, routed back to DBI. RB 9/14/23
15	PPC		9/18/23	9/18/23			9/27/23	WAI CHUNG WONG	Administrative	9/27/23: To CPB w/9878; kw 9/18/23: Drawing index not matching plan sets, (Sheet 1-79 & 1-22 is not in the plan set, but on the drawing index). Plans on hold at PPC (49 SOUTH VAN NESS, 5TH FL for applicant to make an appointment at waichung.wong@sfgov.org) w/9878; kw 9/8/23: To CP-ZOC for missing stamp on Sheet PA-104 w/9878; kw 8/22/23: To CP-ZOC for restamp w/9878; kw 8/18/23: To DPW-BSM (then to CP-ZOC) for restamp w/9878; kw 8/16/23: To MECH (then to DPW-BSM & CP-ZOC) for restamp w/9878; kw 6/16/23: To hold bin #78 pending for CP-NP & BLDG approval w/9878; kw 6/14/23: To DPW-BSM w/9878; kw 5/19/23: To MECH w/9878; kw 4/10/23: TO BLDG Full/Addendum bin #6 w/202208049878; kw
16	CPB		9/27/23	10/5/23			10/5/23	VICTORIO CHRISTOPHER	Administrative	

BRIEF SUBMITTED BY THE PERMIT HOLDER(S)

November 16, 2023

VIA ELECTRONIC MAIL

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

Re: Response to Jurisdiction Request No. 23-4
Subject Property: 99 Saint Germain Avenue
Permit No.: 2022/08/04/9876 (and mirror Permit No. 2022/08/04/9878)

Dear San Francisco Board of Appeals:

Pursuant to Article V, §§4 and 10 of the Board Rules, permit holders Lisa and Patrice Gautier (the “Gautiers”) provide this Response to the Jurisdiction Request made by co-permit holder Dr. Edward Yee (together with his wife Victoria Yee, the “Yees”). As discussed below, Dr. Yee not only fails to appraise this Board of material facts, but he makes no attempt to meet the required standard for this Board to reclaim jurisdiction.

BACKGROUND FACTS

A. The Properties

The Gautiers live at 99 St. Germain Avenue in San Francisco, directly next door to the Yees residence which is located at 95 St. Germain Avenue. (Exh. A.) Each of the parties’ properties is improved with a Mid-Century Modern home that was designed and constructed at or about the same time in the 1970’s by the same architect/developer. Straddling the boundary line between the two properties was an elevator and elevator tower built between the homes to allow owners of both properties to ascend two stories from street level to a common landing near their front doors. The elevator, elevator tower, and landing were collectively the subject of an easement agreement, recorded against both properties, that vests each of the owners with a right to access and use the improvements and imposes on each of the owners the obligation to maintain, preserve, and repair them (the “Easements”). (Exh. B.) The Easements extend from the parties’ shared boundary line five feet in either direction to the parties’ front doors, and extending down each parties’ front stairways to the street level (“Easement Area”). (Exh. C.)

B. The Litigation

At the time the Gautiers purchased their property in 2012, the elevator, elevator tower and landing were in a state of relatively modest disrepair. The Gautiers approached the Yees and asked them whether they would be willing to jointly repair the tower and landing. The Yees rejected the

Gautiers' request, notwithstanding their obligation to maintain, preserve, and repair the improvements under the easement agreement.

The Gautiers believe that the Yees attempted to undermine the structural integrity of the elevator and tower, and then filed multiple complaints with the San Francisco Department of Building Inspection ("DBI") hoping that DBI would compel demolition. The Yees successfully provoked DBI to issue various notices of violation regarding the condition of the elevator and tower. Yet, when the Gautiers sought to address the Notices of Violation, the Yees prevented the Gautiers from doing so (because these structures cross the boundary line, the Gautiers needed the Yees' consent to obtain repair permits).

Eventually the Gautiers were forced to file a Complaint in Superior Court to enforce the terms and conditions of the Easements. The Yees then filed a Cross-Complaint against the Gautiers, and the Complaint and Cross-Complaint were tried before Honorable Curtis E.A. Karnow in February 2020.

C. The Judgment

After trial, the Court issued a Statement of Decision holding that the Gautiers had met their burden of proof on each of their claims, and the Yees had failed to meet their burden of proof on any of their claims. In its Statement of Decision, the Court directed the Gautiers to submit a proposed judgment. The Court confirmed its willingness to enter a judgment on each claim, but suggested that the parties were confronted with something more important than a judgment: "charting a way forward together. If they do not, there may be more ruinous litigation."

On May 20, 2020, the parties stipulated to a proposed judgment, which the Court then signed. (Exh. D.)¹ The Judgment quieted title in favor of the Gautiers, found the Easements valid and enforceable, and permanently enjoined the Yees (and all persons acting for, on behalf, or in concert with the Yees) from interfering with the Gautiers right of "access, use, repair, and maintenance of any elevator permitted by the City within the Easement Area." (*Id.*, at §§1.A and D.) Relevant here, the Judgment expressly contemplated an elevator within the Easement Area, defined as the "Replacement Elevator". (*Id.*, at §3.A-B.) The Yees were prohibited from objecting to the City issuing the permits necessary to build the Replacement Elevator. (*Ibid.*) Furthermore, the Yees were not allowed to participate in any of the process surrounding the Replacement Elevator, with only two exceptions: (i) the Yees were permitted to hire a licensed engineer to identify best practices regarding safety and structural integrity within 60 days of being provided a written outline of the proposed plans; and (ii) the Yees were obligated to "take all steps required by the City to accept permit applications related to the Replacement Elevator, including but not limited to signing permit applications..." (*Id.*, at §3.B(ii).)

D. The Yees' Contempt

Unfortunately, the Yees did not comply with the Judgment, and the Gautiers were forced to return to Court. In their filings, the Gautiers detailed the preceding two years during which time the Yees continued with their objectionable behavior. Following a half-day hearing, the Court

¹ The Board has received a copy of this Judgment several times, most recently in response to the Yees' efforts to build a separate elevator which encroached on the Easement Area. (See Appeal No. 22-060.) The Board revoked the Yees' permit, noting the project encroached "into the shared easement..."

held the Yees in contempt on 17 counts, sanctioned the Yees, and granted the Gautiers all of their attorneys' fees. (Exh. E.)

Of particular relevance here, the Court's July 11, 2022 Order found "beyond a reasonable doubt" (Ex. E., at p. 2:10-12) that the Gautiers had time and again worked with the Yees on the proposed Replacement Elevator plans, had repeatedly fulfilled their obligation to allow 60 days for the Yees' safety and structural integrity comments, and had revised the plans to account for the Yees' comments even when the Gautiers were no longer required to do so. (*Id.*, at pp. 10:10-12:17.) In fact, one of the many topics the Court found the Gautiers addressed was the retaining wall issue Dr. Yee raises again in his Jurisdiction Request. (*Id.*, at p. 12:6-20.)²

Having found that the Gautiers repeatedly provided the Yees with opportunities to offer input on the safety and structural integrity of the proposed Replacement Elevator, the Court concluded that "[t]he Yees refused to be satisfied...." (Exh. E. at p. 13:1-2.) As for the Yees' refusal to engage in the permit application process despite being required to do so pursuant to the Judgment, the Court noted was a barrier to the Gautiers' moving forward with a Replacement Elevator. (*Id.*, at p. 14:9-12.) That said, the Court accepted the Yees' representation in their post-trial brief that they would sign the Replacement Elevator permit application. (*Id.*, at pp. 14:22-15:6.) (*Ibid.*) And on July 1, 2022, the Yees did indeed sign. (Exh. F.)

E. The Permit Applications

Missing from Dr. Yee's Jurisdictional Request regarding Permit No. 2022/08/04/9876, is Permit No. 2022/08/04/9878; the Yees' *mirror image* permit application, signed by Dr. Yee's wife on their behalf in response to the contempt proceedings. (Exh. F.) Here, two permit applications were required because the proposed Replacement Elevator would cross a boundary line, necessitating the consent of both property owners. Exhibit F is a photograph of the two mirror permit applications on file. For added convenience, the description of the Yees' permit application is as follows:



As is clear, the Yees are not only aware of the Gautiers' permit application, but signed their own permit application for the same work. Accordingly, the DBI tracking system shows the two mirror image applications going through the review and issuance process together. (Exh. G.)

² The second issue raised in Dr. Yee's Jurisdiction Request is safety considerations regarding dust. This was raised in Mrs. Yee declaration opposing the Order to Show Cause regarding Contempt, and duly considered and dispatched by the Court.

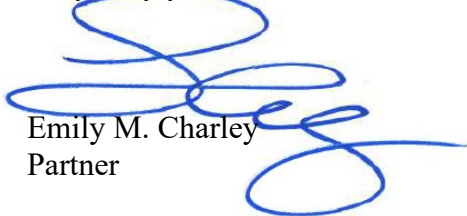
THE STANDARD OF REVIEW

The Board Rules unequivocally state that, “[a]fter the appeal period has expired, the Board lacks jurisdiction over a matter except in extraordinary cases where the Board finds that the City intentionally or inadvertently caused the requestor to be late in filing the appeal.” (Article V, §10(a).) Here, the Jurisdiction Request does not even attempt to meet this high standard. Dr. Yee does not allege the City is responsible in any way for his failure to timely appeal prior to the closure of the appeal period on October 20, 2023; instead, Dr. Yee claims he did not see the posting because he was staying in place due to a bicycle incident. And then Dr. Yee attempts to rehash issues long since addressed (i.e. the Yees’ retaining wall and dust) and not appropriate for reconsideration here. On its face, the Jurisdiction Request fails.

CONCLUSION

As outlined in this Response, Dr. Yee’s Jurisdiction Request falls short on the facts, standard, and also the equities; it is noteworthy only for its omissions of relevant facts, continued violation of a Court Judgment, and the burden it has placed on the Gautiers! Based upon the foregoing reasons, the Gautiers respectfully request that the Board deny Dr. Yee’s meritless Jurisdiction Request No. 23-4.

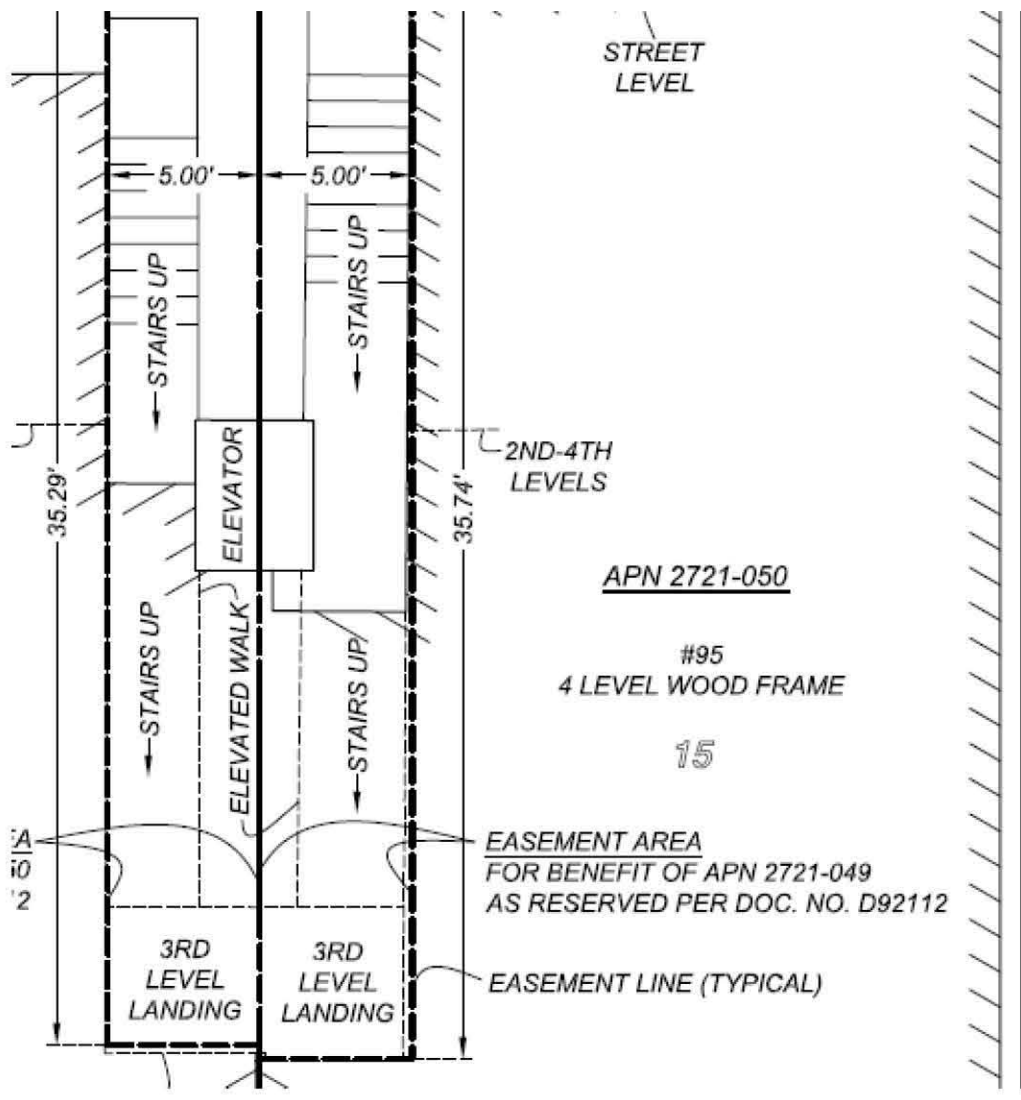
Very truly yours,



Emily M. Charley
Partner

cc: Clients
ed.yee.md@gmail.com
eandvic@gmail.com
matthew.greene@sfgov.org
tina.tam@sfgov.org
corey.teague@sfgov.org
aver@perkinscoie.com





STREET LEVEL

35.29'

5.00'

STAIRS UP

ELEVATOR

ELEVATED WALK

STAIRS UP

STAIRS UP

2ND-4TH LEVELS

35.74'

APN 2721-050

#95
4 LEVEL WOOD FRAME

15

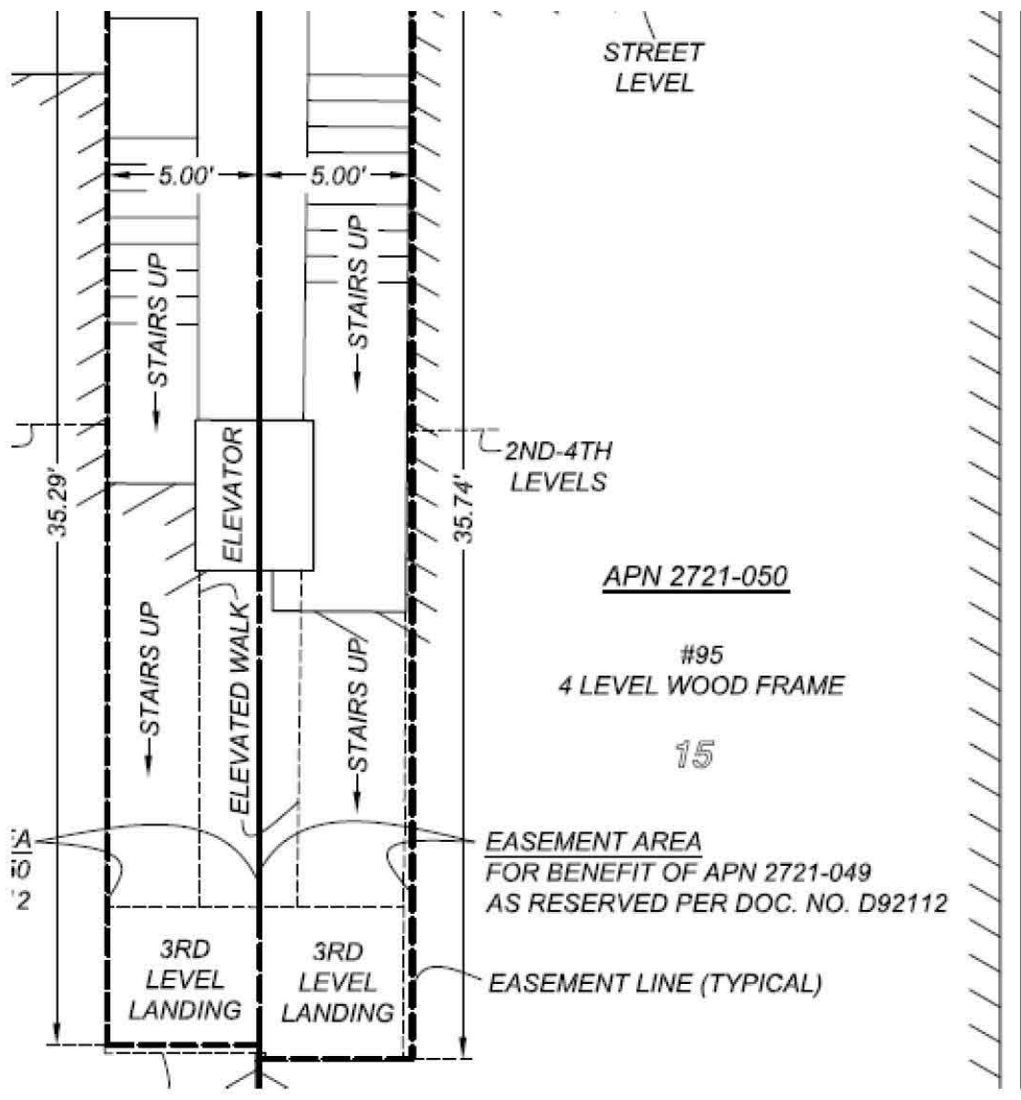
EASEMENT AREA
FOR BENEFIT OF APN 2721-049
AS RESERVED PER DOC. NO. D92112

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3RD LEVEL LANDING

3RD LEVEL LANDING

EASEMENT LINE (TYPICAL)



STREET LEVEL

5.00'

5.00'

STAIRS UP

STAIRS UP

35.29'

ELEVATOR

2ND-4TH LEVELS

35.74'

APN 2721-050

#95
4 LEVEL WOOD FRAME

15

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1
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EASEMENT AREA
FOR BENEFIT OF APN 2721-049
AS RESERVED PER DOC. NO. D92112

3RD LEVEL LANDING

3RD LEVEL LANDING

EASEMENT LINE (TYPICAL)



San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2020-K955096-00

Check Number 2710
Friday, JUL 24, 2020 09:01:33
Ttl Pd \$203.00 Rcpt # 0006216080
AL1/AL/1-14

RECORDING REQUESTED BY
Hanson Bridgett LLP
AND WHEN RECORDED MAIL TO

Name Hanson Bridgett LLP
Street Emily M. Charley, Esq.
Address 425 Market St., 26th Fl.
City & State San Francisco, CA 94105

JUDGMENT AFTER COURT TRIAL, AND PURSUANT TO STIPULATION

APN(s): Lot 049, Block 2721
Address: 99 St. Germain Avenue
San Francisco, California

Lot 050; Block 2721
95 St. Germain Avenue
San Francisco, California

FILED
San Francisco County Superior Court

MAY 21 2020

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

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**SUPERIOR COURT OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN FRANCISCO**

LISA GAUTIER and PATRICE GAUTIER,
Co-Trustees of The Gautier Family Living
Trust Dated February 3, 2007,

Plaintiffs,

v.

EDWARD S. YEE, M.D. and VICTORIA J.
YEE, Co-Trustees Under That Certain Trust
Agreement Dated January 29, 1984; and
DOES 1 through 100, inclusive,

Defendants.

EDWARD S. YEE, M.D. and VICTORIA J.
YEE, Co-Trustees Under That Certain Trust
Agreement Dated January 29, 1984,

Cross-Complainants,

v.

LISA GAUTIER and PATRICE GAUTIER,
Co-Trustees of The Gautier Family Living
Trust Dated February 3, 2007; and DOES 1
through 110, inclusive,

Cross-Defendants.

Case No. CGC-18-570147

**[PROPOSED] JUDGMENT AFTER
COURT TRIAL, AND PURSUANT TO
STIPULATION**

CV

Action Filed: September 27, 2018
Trial Date: December 17, 2019,
February 11 and 13, 2020



THE ANNEXED INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN MY OFFICE.
ATTEST: CERTIFIED

JUL 10 2020

CLERK OF THE COURT
Superior Court of California, County of San Francisco

BY: [Signature] DEPUTY CLERK

T. MOROHOSH

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On September 27, 2018, Plaintiffs LISA GAUTIER and PATRICE GAUTIER (the “Gautiers”), Co-Trustees of The Gautier Family Living Trust Dated February 3, 2007, filed a Complaint against EDWARD S. YEE, M.D. and VICTORIA J. YEE (the “Yees”), Co-Trustees Under That Certain Trust Agreement Dated January 29, 1984, for Quiet Title, Trespass, and Nuisance. The Gautiers filed a First Amended Complaint on January 30, 2019, alleging the same causes of action. On March 12, 2019, the Yees filed a Cross-Complaint for Declaratory Relief and Trespass against the Gautiers.

The Gautiers’ First Amended Complaint seeks to Quiet Title with respect to the Gautiers’ rights, title, and interest in and to the easements identified in that Grant Deed recorded on June 1, 1981 in the San Francisco Recorder’s Office as Document Number 92112, Book D211 at Pages 490 to 492 (the “Easements”), and seeks damages in connection with their claims against the Yees for Trespass and Nuisance. In addition, the First Amended Complaint seeks permanent injunctive relief enjoining the Yees from interfering with the Gautiers’ rights, title, and interest in and to the Easements, from interfering with the Gautiers’ performance of their maintenance and repair obligations under the Easements, and from further trespassing and/or maintaining any further nuisances upon the Gautiers’ property or within the area defined by the Easements (“Easement Area”).

The Yees’ Cross-Complaint seeks a finding that the Easements are invalid, void, and unenforceable, and that the Easements no longer operate as a servitude encumbering either parties’ properties. The Yees also seek damages in connection with their claim for Trespass.

The parties stipulated to that the Grant Deed containing the Easements was unambiguous, and asked that the Court construe the meaning of the Easements. The Court issued a Final Order On Easement, dated January 14, 2020.

A bench trial was held on December 17, 2019, February 11, and February 13, 2020. Thereafter, the Court received post-trial briefing in lieu of closing arguments. On April 17, 2020, the Court filed a Statement of Decision, in which the Court held, inter alia, that the Gautiers met their burden of proof on their claims for Quiet Title, Trespass, and Nuisance, and the Yees failed

1 to meet their burden of proof on their Declaratory Relief and Trespass claims.

2 For the reasons stated in the Court's Statement of Decision, **IT IS HEREBY ORDERED,**
3 **ADJUDGED AND DECREED:**

4 1. Judgment on the Gautiers' First Amended Complaint shall be and hereby is entered
5 in favor of the Gautiers, and against the Yees, as follows:

6 A. Quiet Title. The Easements are valid and enforceable. Title to the
7 Easements is hereby quieted in favor of the Gautiers, establishing and confirming the Gautiers'
8 rights, title, and interest in and to the Easements and within the Easement Area as identified in that
9 Corporation Grant Deed recorded on June 1, 1981 in the San Francisco Recorder's Office as
10 Document Number 92112, Book D211 at Pages 490 to 492 (attached hereto as **Exhibit A**). The
11 Easements equally burden and benefit, and run with the Gautiers' property identified as San
12 Francisco Assessor's Lot 049; Block 2721 and commonly described as 99 St. Germain Avenue
13 (the "Gautier Property"), and the Yees' property identified as San Francisco Assessor's Lot 050;
14 Block 2721 and commonly described as 95 St. Germain Avenue (the "Yee Property").

15 The Easements grant a right of way for pedestrian use whether or not in connection
16 with elevator use, maintenance, or repair. The Easements are also for use, maintenance, and repair
17 of an elevator within the Easement Area that is permitted by the City and County of San Francisco
18 (the "City"), and need not be vertical or wheelchair accessible. This Judgment neither expands
19 nor limits the Easements as recorded, rather clarifies their terms.

20 B. Trespass. The Yees have trespassed upon the Gautier Property and within
21 the Easement Area by engaging in acts that exceed the scope of the Easements, and interfering
22 with the Easements. Specifically, the Yees placed personal items within the Easement Area,
23 creating a mess that has interfered with the Gautiers' access to and use of the Easement Area. The
24 Court therefore awards the Gautiers, and orders the Yees to pay the Gautiers, damages in the
25 amount of \$1.00 on the Gautiers' Trespass claim. Subject only to the exceptions outlined below in
26 Paragraph 1.D., the Yees shall remove all items placed within the Easement Area, including but
27 not limited to ladders, tarps, netting, taping, boards, trash bins, umbrellas, cones, mats, chains,
28 brooms, mops; locks, plastic strips, discarded and broken objects, chairs, loose tiles, noise makers,

1 signs, and the like, within five days after the execution of this Judgment.

2 C. Nuisance. The Yees have caused and maintained a nuisance by interfering
3 with the Gautiers' interest in the free use and enjoyment of the Gautier Property and the Easement
4 Area. Specifically, the Yees placed personal items within the Easement Area, creating a mess that
5 has interfered with the Gautiers' access to and use of the Easement Area. The Court therefore
6 awards the Gautiers, and orders the Yees to pay the Gautiers, damages in the amount of \$1.00 on
7 the Gautiers' nuisance claim.

8 D. Permanent Injunction. Pursuant to Civil Code §§ 3420 and 3422, and Code
9 of Civil Procedure §§ 526 and 731, the Court finds that permanent injunctive relief is justified,
10 necessary, and appropriate to protect the Gautiers' rights, title, and interest in and to the Easements
11 and within the Easement Area. Specifically, the Court finds that pecuniary compensation will not
12 afford the Gautiers adequate relief from the Yees' ongoing trespass and creation of a nuisance.

13 Accordingly, the Yees, and all persons acting for, on behalf, or in concert with the
14 Yees, shall be and hereby are permanently enjoined from interfering with the Gautiers' rights,
15 title, and interest in and to the Easements and within the Easement Area, including but not limited
16 to the Gautiers' access, use, repair, and maintenance of any elevator permitted by the City within
17 the Easement Area.

18 It is further ordered that the Yees, and all persons acting for, on behalf, or in
19 concert with the Yees, shall be and hereby are permanently enjoined from trespassing or creating a
20 nuisance by placing any item whatsoever anywhere within the Easement Area and/or spray-
21 painting or otherwise marking the Easement Area. There are three exceptions to this strict
22 prohibition: (i) the Yees may place one door mat and four walking sticks within two feet of their
23 front door; (ii) maintenance and repair equipment being used for jointly agreed upon work
24 conducted pursuant to the Easements; and (iii) maintenance and repair equipment related to
25 permitted construction to the Yee's exterior property wall abutting the Easement Area, with such
26 equipment remaining for no more than ten days total, or such reasonable additional time identified
27 by a professional contractor as necessary based upon the nature or extent of the construction.

28 2. Judgment on the Yees' Cross-Complaint and all causes therein, shall be and hereby

1 is entered in favor of the Gautiers, and against the Yees. The Yees shall take nothing by reason of
2 the Cross-Complaint.

3 3. Pursuant to this Court's direction in its April 17, 2020 Statement of Decision, the
4 parties reached agreements, such that they have the full force and effect of a Judgment as Ordered
5 below:

6 A. The Yees shall not object to the City issuing permits necessary to build the
7 replacement elevator described below in Section 3.B.

8 B. The Gautiers shall pay, one time only, 100% of the costs associated with a
9 replacement elevator within the Easement Area ("Replacement Elevator"), including the design,
10 permit fees, labor, and materials. In turn, the Yees will not participate in any of the process
11 surrounding the replacement elevator, including its design and style, with the two following
12 exceptions:

13 (i) The Yees may hire a licensed engineer of their choice to identify
14 best practices to ensure the safety and structural integrity of the Replacement Elevator, given these
15 factors impact the parties' shared maintenance obligations moving forward. This includes
16 identifying potential issues that may damage the structural foundation of the Yees' property. The
17 Gautiers' engineer will ensure these practices are addressed in the plans submitted to the City.
18 The Yees' engineer shall identify best practices within 60 days of the Gautiers providing to the
19 Yees a written outline of the proposed Replacement Elevator plans. If the Yees' fail to identify
20 best practices through their engineer within 60 days, the Gautiers may proceed.

21 (ii) The Yees shall take all steps required by the City to accept permit
22 applications related to the Replacement Elevator, including but not limited to signing permit
23 applications and/or delegating authority to relevant professionals to do so, and the Gautiers shall
24 pay any requisite permitting costs.

25 C. Both parties are free to repair their own respective stairs, but neither party
26 shall impact the existing free space available for the Replacement Elevator. From the parties'
27 northern-most point of the mid-level landings to the parties' front door landings, the Gautiers
28 stairs shall be no more than 40 inches total, inclusive of the bannisters, and the Yees' stairs shall

1 be no more than 41 inches total, inclusive of the bannisters. This results in 37 inches available for
2 the Replacement Elevator. From the parties' mid-level landings to the street level, the parties shall
3 not increase the current footprint of their respective stairs within the Easement Area. Each party
4 shall provide to the other party a true copy of the plans they intend to submit to the City for the
5 repair of their stairs, for the sole purpose of compliance with this Section, no less than 30 days
6 prior to such submission. The parties agree that their respective stairs and railings do not need to
7 match the other party's stairs and/or railings.

8 D. The parties shall take all steps required by the City to clear Notices of
9 Violations related to the Easements (No. 201766111, No. 201772081, No. 201719942, and No.
10 201719941), as well as all steps required by the City to finalize the parties' joint demolition permit
11 No. 201910073721.

12 E. The tile seam on the landing floor between the parties' front doors will be at
13 the survey mark, which is memorialized by the Gautiers' current tile pursuant to Frederick T.
14 Seher & Associates, Inc. December 10, 2014 Survey No. 6216, and properly sealed. Any
15 additional work done by the Yees on the landing on their side of the common property line within
16 the Easement Area will not disturb the current tile on the Gautiers' side of the common property
17 line.

18 F. The Replacement Elevator shall not exceed the height of the original
19 elevator, and shall not extend above the bottom rim of the parties' current respective kitchen
20 windows.

21 G. The machinery for the Replacement Elevator shall be placed either under
22 the Replacement Elevator itself or under the Gautiers' stairs, and the parties shall have access as
23 permitted by the Easement.

24 H. Either party is permitted to have and maintain California law compliant
25 security camera(s) within the Easement Area, provided it/they are attached to their own property
26 or within an elevator within the Easement Area. The Yees waive any privacy claims against the
27 Gautiers as of the date of execution of this Judgment.

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4. It is further ordered that the Yees shall pay the Gautiers' costs in the sum of \$6,580.40.

SO STIPULATED

DATED: May 20, 2020

LISA GAUTIER, Co-Trustee of The Gautier Family Living Trust Dated February 3, 2007

By: 

EDWARD S. YEE, M.D., Co-Trustee Under That Certain Trust Agreement Dated January 29, 1984

By: 

PATRICE GAUTIER, Co-Trustee of The Gautier Family Living Trust Dated February 3, 2007

By: 

VICTORIA J. YEE, Co-Trustee Under That Certain Trust Agreement Dated January 29, 1984

By: 

APPROVED AS TO FORM:

HANSON BRIDGETT LLP

By: 

JORDAN A. LAVINSKY
EMILY M. CHARLEY

Attorneys for LISA GAUTIER and PATRICE GAUTIER, Co-Trustees of The Gautier Family Living Trust Dated February 3, 2007

VALLA & ASSOCIATES, INC., PC

By: 

ANTONIO VALLA
LISA PARRISH

Attorneys for EDWARD S. YEE, M.D. and VICTORIA J. YEE, Co-Trustees Under That Certain Trust Agreement Dated January 29, 1984

IT IS SO ORDERED

Dated: May 21 2020



Hon. Curtis E.A. Karnow
Judge of the Superior Court

Exhibit A - Grant Deed

RECORDING REQUESTED BY

WESTERN TITLE INS. CO.

D 92112

BOOK D211 PAGE 490

1981 JUN -1 PM 1:00

SAN FRANCISCO, CALIF

RECORDER

AND WHEN RECORDED MAIL TO

NAME
ADDRESS
CITY & STATE

Edward Sheewood Yee
248 Amber Blvd.
San Francisco Ca
94131

Title Order No. Escrow No. 59721

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NAME
ADDRESS
CITY & STATE

MAIL TAX STATEMENTS TO
Same as above

Documentary transfer tax \$ 1875.00
 Computed on full value of property conveyed, or
 Computed on full value less liens and encumbrances remaining thereon at time of sale.

Paul D. Anderson Western Title Ins. Co.
Signature of declarant or agent determining tax - firm name.

50
LA 2721

Corporation Grant Deed

WESTERN TITLE FORM NO. 102

FOR VALUE RECEIVED, ARCHITECTS URBAN DEVELOPEMENT CORP., a California corporation and LORINCZ, LTD, a California Corporation

GRANTS to EDWARD SHEWOOD YEE and VICTORIA JEAN YEE, his wife, as community property,

all that real property situate in the City and

County of San Francisco, State of California, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this

26th day of May 1981
ARCHITECTS URBAN DEVELOPEMENT CORP.,
a corporation

LORINCZ, LTD, now known as
ARCHITECTS URBAN DEVELOPEMENT CORP.

By [Signature] PRESIDENT

By [Signature] President

By [Signature] SECRET.

By [Signature] Secretary

[Signature] GRANTEE
STATE OF CALIFORNIA
City and County of San Francisco

[Signature] GRANTEE
[Signature] GRANTEE

STATE OF CALIFORNIA

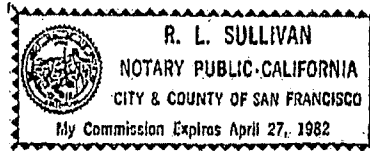
City and County of San Francisco ss.
On May 27, 1981, before me, Ruth L. Sullivan,

a Notary Public, in and for said State, personally appeared
Jeno Lorincz and Ruth Lorincz known to me

to be the President and the Secretary of the corporation that executed
the within instrument, and also known to me to be the persons who executed it on
behalf of such corporation, and acknowledged to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its Board of Directors.

My commission expires 4-27-82
Notary Public

BOOK D211 PAGE 491



PARCEL ONE:

Lot 15, Block 16, Subdivision No. 2 of Clarendon Heights, filed February 18, 1891, Map Book 1, Page 186 San Francisco County Records. EXCEPTING THEREFROM that portion conveyed to CALIFORNIA PACIFIC TITLE & TRUST COMPANY by deed recorded March 5, 1935, Book 2755 O.R. Page 195, San Francisco County Records.

RESERVING THEREFROM an easement and right of way for pedestrians, maintenance, use and repair of elevator, maintenance room, equipment and incidentals thereto over, under, along and across the westerly 5 feet of the northerly 35.742 feet of said land.

PARCEL TWO:

AN EASEMENT and right of way for pedestrians, maintenance, use and repair of elevator, maintenance room equipment and incidents thereto over, under, along and across the easterly 5 feet of the northerly 35.288 feet of the Lot 14, Block 16, Subdivision No. 2 of Clarendon Heights, filed February 18, 1891, Map Book 1 Page 186, San Francisco County Records.

EXCEPTING THEREFROM that portion conveyed to CALIFORNIA PACIFIC TITLE AND TRUST COMPANY by deed recorded March 5, 1935, Book 2755 O.R. Page 195, San Francisco County Records.

IT IS HEREBY AGREED AND UNDERSTOOD between the grantor and grantee herein that the above described property shall be subject to the following covenants which shall run with the land:

1. Maintenance and repair:
Cost of maintenance and repair will be shared equally by the two owners.
2. Right of Access:
Owner of 99 St. Germain Avenue will give free and unlimited access to P.G. & E. to enter into the garage of 99 St. Germain Avenue to read the meter.
3. Machine Room:
Access to the machine room is through the door located at 99 St. Germain Avenue. Owner of 99 St. Germain Avenue will give unlimited access to the machine room for repair and maintenance. Neither owner will have the right to change the locks or keys to the machine room without the approval and consent of the other owner, and each owner shall cooperate with the other as to the time and use of the elevator. Each shall report to the other any irregularities or breakdowns that may occur and act promptly in joint consultation to obtain timely repair.

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Superior Court of California

County of San Francisco

LISA GAUTIER et al

Plaintiffs,

vs.

EDWARD S. YEE M.D. et al,
Defendants.

Case Number: CGC-18-570147

CERTIFICATE OF SERVICE BY MAIL
(CCP 1013a (4))

EDWARD S. YEE M.D. et al,

Cross-Complainants,

vs.

LISA GAUTIER et al,
Cross-Defendants.

I, C. Joy Guandique, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On May 26, 2020, I served the attached **JUDGMENT AFTER COURT TRIAL, AND PURSUANT TO STIPULATION** by placing a copy thereof in a sealed envelope, addressed as follows:

Jordan A. Lavinsky
Emily M. Charley
HANSON BRIDGETT
425 Market St, 26th Floor
San Francisco, CA 94105


Antonio Valla
Lisa Parrish
VALLA & ASSOCIATES, INC., P.C.
333 Bush Street, Suite 2020
San Francisco, CA 94104

1 and, I then placed the sealed envelopes in the outgoing mail at 400 McAllister Street, San Francisco,
2 CA. 94102 on the date indicated above for collection, attachment of required prepaid postage, and
3 mailing on that date following standard court practices.

4 Dated: May 26, 2020

T. Michael Yuen, Clerk

5 By: _____
6


7 C. Joy Guandique, Deputy Clerk
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FILE
San Francisco County Superior

JUL 11 2022

CLERK OF THE COURT
BY: *R. Michael Dil*
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

LISA GAUTIER, et al.,
Plaintiffs,

Case No. CGC-18-570147

vs.

EDWARD S. YEE, et al.,
Defendants.

**ORDER HOLDING EDWARD S. YEE,
AND VICTORIA J. YEE IN CONTEMPT
OF COURT RE JUDGMENT OF MAY
21, 2020**

AND RELATED CROSS CLAIMS

This order directs the Yees to pay fines and fees not later than 4:00 p.m. July 22, 2022. See the last section of this order.

Plaintiffs Lisa Gautier and Patrice Gautier, Co-Trustees of The Gautier Family Living Trust Dated February 3, 2007 (Gautiers) have moved the court for an order of contempt addressed to defendants, Edward S. Yee, and Victoria J. Yee (Yees). This is based on the Yees' refusal to adhere to the stipulated judgment entered in this case.

I set the matter for a hearing May 21, 2022, when I received evidence including testimony of witnesses. The Yees were represented by counsel. Post-trial briefing was complete June 21, and the matter then submitted.

The court has jurisdiction over the parties as a function of the jurisdiction exercised in this case to date and the proper uncontested service of the order to show cause on the Yees. The court has the power to find the Yees in contempt and to impose the consequences of that by reason of its inherent authority and CCP § 128 (a).

1 As stated, the Yees were represented by counsel. They understood they were not required
2 to testify. They were provided every opportunity, at the hearing, and in in pre-hearing and post-
3 hearing briefing to discuss any aspect of the issues presented. They had the opportunity to
4 present any evidence they desired. (Nevertheless both provide declarations.) As a result of the
5 March 21 “Order Granting Application For Order To Show Cause Re Contempt Of This Court’s
6 May 21, 2020 Judgment,” which was properly served on them, the Yees were on notice of
7 precisely which issues were to be litigated and the remedies sought. They had the opportunity to
8 cross examine the witnesses.
9

10 The findings I make are beyond a reasonable doubt. Indeed there is no dispute
11 concerning most material facts.
12

13 The Yees have made no objection to the procedures leading to this order, including my
14 consideration of the evidence admitted May 21 and of the declarations filed in connection with
15 this motion (including declarations from the Yees).
16

17 For reasons detailed below, I find beyond a reasonable doubt that the Yees are in civil
18 contempt of court. The consequences I impose are designed to remediate the situation for the
19 benefit of the injured parties (the Gautiers) and to coerce compliance with the judgment.
20 “[W]here the purpose is “to protect and enforce the rights of private parties by compelling
21 obedience to court orders and decrees, then the proceeding is said to be civil. [Citations.] In other
22 words criminal contempt punishes whereas civil contempt coerces.” *Kim v. R Consulting &*
23 *Sales, Inc.*, 67 Cal. App. 5th 263, 275 (2021) (internal quotes removed). See also, *In re Nolan*
24 *W.*, 45 Cal. 4th 1217, 1236 (2009) (“remedy imposed to coerce compliance with a lawful order
25 of the court”).
26

27 The Yees knew of the lawful judgment, they had the ability to comply with it, and they

1 willfully disobeyed it. They are therefore convicted of contempt, as detailed below.

2 Request for Judicial Notice

3 The defense request for judicial notice dated April 22, 2022 (concerning a 2017 zoning
4 decision) is denied as irrelevant. A measure of its relevance is the fact that it does not appear to
5 be mentioned in the post-trial briefing. E.g., *Overstock.com, Inc. v. Goldman Sachs Grp., Inc.*,
6 231 Cal. App. 4th 471, 506 (2014) (documents irrelevant when not mentioned in briefing, and
7 should have been stricken).
8

9 Predicate Judgment

10 The Judgment is dated May 21, 2020, and provides (in part) as follows:

11 “Subject only to the exceptions outlined below in Paragraph 1.D., the Yees shall remove
12 all items placed within the Easement Area, including but not limited to ladders, tarps,
13 netting, taping, boards, trash bins, umbrellas, cones, mats, chains, brooms, mops, locks,
14 plastic strips, discarded and broken objects, chairs, loose tiles, noise makers, signs, and
the like, within five days after the execution of this Judgment.” (Section 1.B.)

15 “It is further ordered that the Yees, and all persons acting for, on behalf, or in concert
16 with the Yees, shall be and hereby are permanently enjoined from trespassing or creating
17 a nuisance by placing any item whatsoever anywhere within the Easement Area and/or
18 spray-painting or otherwise marking the Easement Area. There are three exceptions to
19 this strict prohibition: (i) the Yees may place one door mat and four walking sticks
20 within two feet of their front door; (ii) maintenance and repair equipment being used for
21 jointly agreed upon work conducted pursuant to the Easements; and (iii) maintenance
and repair equipment related to permitted construction to the Yee’s exterior property
wall abutting the Easement Area, with such equipment remaining for no more than ten
days total, or such reasonable additional time identified by a professional contractor as
necessary based upon the nature or extent of the construction.” (Section 1.D.)

22 “The Yees shall not object to the City issuing permits necessary to build the replacement
elevator described below in Section 3.B.” (Section 3.A.)

23 “The Yees shall take all steps required by the City to accept permit applications related
24 to the Replacement Elevator, including but not limited to signing permit applications
25 and/or delegating authority to relevant professionals to do so....” (Section 3.B(ii).)

26 “The parties shall take all steps required by the City to clear Notices of Violations related
27 to the Easements (No. 201766111, No. 201772081, No. 201719942, and No.
201719941), as well as all steps required by the City to finalize the parties’ joint
demolition permit No. 201910073721.” (Section 3.D.)

1 The Charges

2 Defendants are alleged to have committed the following separate acts of contempt, each
3 separately punishable as such by a fine or imprisonment, or both, CCP § 1219(a), as detailed
4 here:
5

- 6 1. On June 1, 2020, the Yees are alleged to have violated Section 1.B of the Judgment
7 by failing to remove items in the Easement Area which were not subject to the
8 exceptions in subsections (i)-(iii) of Section 1.D. Specifically, mats, tiles, a chair,
9 shoes, and orange netting remain; and evidence of this is found on page 2 of Exhibit
10 1 to the Declaration of Lisa Gautier.
- 11 2. On November 10, 2020, the Yees are alleged to have violated Section 1.D of the
12 Judgment by adding items in the Easement Area which were not subject to the
13 exceptions in subsections (i)-(iii) of Section 1.D. Specifically, orange netting,
14 yellow tape, orange cones, chains, shoes and a trash bag were added; and evidence
15 of this is found on page 4 of Exhibit 1 to the Declaration of Lisa Gautier.
- 16 3. On November 21, 2020, the Yees are alleged to have violated Section 1.D of the
17 Judgment by adding items in the Easement Area which were not subject to the
18 exceptions in subsections (i)-(iii) of Section 1.D. Specifically, orange netting and
19 yellow tape were added to the stair banisters; and evidence of this is found on page 5
20 of Exhibit 1 to the Declaration of Lisa Gautier.
- 21 4. On November 24, 2020, the Yees are alleged to have violated Section 1.D of the
22 Judgment by adding items in the Easement Area which were not subject to the
23 exceptions in subsections (i)-(iii) of Section 1.D. Specifically, a board, PPE, a
24 broom, a rake, a new chain, and a chair were added; and evidence of this is found on
25 pages 3, 6 and 7 of Exhibit 1 to the Declaration of Lisa Gautier.
- 26 5. On December 16, 2020, the Yees are alleged to have violated Section 1.D of the
27 Judgment by adding items in the Easement Area which were not subject to the
exceptions in subsections (i)-(iii) of Section 1.D. Specifically, two mats and poles
pushed to the middle; and evidence of this is found on page 8 of Exhibit 1 to the
Declaration of Lisa Gautier.
6. On January 11, 2021, the Yees are alleged to have violated Section 1.D of the
Judgment by adding items in the Easement Area which were not subject to the
exceptions in subsections (i)-(iii) of Section 1.D. Specifically, another pole in the
middle, a tile and a long green item were added; and evidence of this is found on
page 9 of Exhibit 1 to the Declaration of Lisa Gautier.
7. On February 17, 2021, the Yees are alleged to have violated Section 1.D of the
Judgment by adding items in the Easement Area which were not subject to the
exceptions in subsections (i)-(iii) of Section 1.D. Specifically, a mat and three poles
were pushed back to the middle and PPE was added; and evidence of this is found on
page 10 of Exhibit 1 to the Declaration of Lisa Gautier.

- 1 8. On February 27, 2021, the Yees are alleged to have violated Section 1.D of the
2 Judgment by adding items in the Easement Area which were not subject to the
3 exceptions in subsections (i)-(iii) of Section 1.D. Specifically, a flag was added; and
4 evidence of this is found on page 10 of Exhibit 1 to the Declaration of Lisa Gautier.
- 5 9. On September 13, 2021, the Yees are alleged to have violated Section 1.D of the
6 Judgment by adding items in the Easement Area which were not subject to the
7 exceptions in subsections (i)-(iii) of Section 1.D. Specifically, a new chain with
8 padlock and "No Trespassing" sign were added; and evidence of this is found on
9 page 12 of Exhibit 1 to the Declaration of Lisa Gautier.
- 10 10. On October 4, 2021, the Yees are alleged to have violated Section 1.D of the
11 Judgment by adding items in the Easement Area which were not subject to the
12 exceptions in subsections (i)-(iii) of Section 1.D. Specifically, a new chain, an
13 elongated orange marker, and a "PRIVATE PROPERTY" sign were added; and
14 evidence of this is found on page 13 of Exhibit 1 to the Declaration of Lisa Gautier.
- 15 11. On October 19, 2021, the Yees are alleged to have violated Section 1.D of the
16 Judgment by adding items in the Easement Area which were not subject to the
17 exceptions in subsections (i)-(iii) of Section 1.D. Specifically, a new chain, another
18 "PRIVATE PROPERTY" sign, a "KEEP OUT" sign, a separately chained orange
19 cone, and a flag were added; and evidence of this is found on page 14 of Exhibit 1 to
20 the Declaration of Lisa Gautier.
- 21 12. [Omitted]
- 22 13. On December 8, 2021, the Yees are alleged to have violated Section 1.D of the
23 Judgment by adding items in the Easement Area which were not subject to the
24 exceptions in subsections (i)-(iii) of Section 1.D. Specifically, additional mats, PPE,
25 pink cloth, and two new "SMILE" signs were added; and evidence of this is found
26 on pages 15 and 16 of Exhibit 1 to the Declaration of Lisa Gautier.
- 27 14. On December 9, 2021, the Yees are alleged to have violated Section 1.D of the
Judgment by adding items in the Easement Area which were not subject to the
exceptions in subsections (i)-(iii) of Section 1.D. Specifically, a red box and a
"KEEP OUT" and "No Trespassing" sign pointed at the Gautiers' front door were
added; and evidence of this is found on page 15 of Exhibit 1 to the Declaration of
Lisa Gautier.
15. On February 19, 2022, the Yees are alleged to have violated Section 1.D of the
Judgment by adding items in the Easement Area which were not subject to the
exceptions in subsections (i)-(iii) of Section 1.D. Specifically, a chair and green tape
were added; and evidence of this is found on page 17 of Exhibit 1 to the Declaration
of Lisa Gautier
16. On March 2, 2022, the Yees are alleged to have violated Section 1.D of the
Judgment by adding items in the Easement Area which were not subject to the
exceptions in subsections (i)-(iii) of Section 1.D. Specifically, a newly taped "KEEP
OUT" sign, a mat on the stairs, new PPE, items in the red box, a golf club, additional
poles, and taped down mats were added; and evidence of this is found on pages 18
and 19 of Exhibit 1 to the Declaration of Lisa Gautier.

- 1 17. On March 7, 2022, the Yees are alleged to have violated Section 1.D of the
2 Judgment by adding items in the Easement Area which were not subject to the
3 exceptions in subsections (i)-(iii) of Section 1.D. Specifically, poles were replaced
4 and the mats were retaped; and evidence of this is found on page 20 of Exhibit 1 to
5 the Declaration of Lisa Gautier
6
7 18. On February 21, 2022, the Yees are alleged to have violated Sections 3.A and 3.B(ii)
8 of the Judgment by refusing to sign the permit application and/or delegating
9 authority to relevant professionals to do so. Evidence of this is found in Exhibits 11
10 and 12 to the Declaration of Emily M. Charley.
11
12 19. The Yees are alleged to have violated Section 3.D of the Judgment by failing clear
13 Notices of Violations (“NOV”) related to the Easements (No. 201766111, No.
14 201772081, No. 201719942, and No. 201719941), as well as all steps required by
15 the City to finalize the parties’ joint demolition permit No. 201910073721.
16 Evidence of this is found in Exhibits 3 and 4 to the Declaration of Emily M. Charley,
17 and Paragraph 9 in the Declaration of Lisa Gautier.
18
19 20. As of the date of this filing, the Yees are alleged to be in violation of Section 1.B of
20 the Judgment by allowing prohibited items to remain in the Easement Area.
21

22 In connection with the February 21, 2022 charge, the Gautiers have noted, and the order
23 re: OSC warned, that the Court may order the Yees imprisoned until the Yees sign permit
24 application and/or delegate authority to relevant professionals to do so. *Morelli v. Superior*
25 *Court* (1969) 1 Cal.3d 328, 332. In connection with the last two charges, the Gautiers have
26 noted, and the order re: OSC warned, that the court may imprison the Yees to compel
27 compliance.

Background Facts

28 For years, the Gautiers have endured unreasonable and bizarre behavior at the hands of
29 their next-door neighbors the Yees. The Gautiers then sued regarding that behavior and an old
30 elevator structure straddling the parties’ reciprocal easements. After the Gautiers proved their
31 claims at trial and judgment was entered, the Yees were required to stop trespassing and stop
32 creating a nuisance. Despite the plain terms of the Judgment, the Yees persisted in their behavior.

33 The Gautiers’ suit filed in 2018 alleged Quiet Title, Trespass, and Nuisance in relation to

1 shared reciprocal Easements extending from the parties' shared property line five feet in either
2 direction to the parties' front doors, and extending down each parties' front stairways to the
3 street level (the Easement Area).

4 The Yees filed a cross-complaint.

5
6 I tried the case in February 2020 and issued a statement of decision on April 17, 2020,
7 finding for the Gautiers on each claim and finding against the Yees on their claims. I noted that
8 "Dr. Ed Yee has repeatedly and plainly used the area of the easement ... for non-permitted
9 purposes, and has blocked the Gautier's access to the area. [Ex 110, 62, 64, 127]. The mess
10 created by the Yees is unsightly, interferes with both public and private use of the area in and
11 around the easement, and is both a trespass and a nuisance." Statement of Decision 8:3-7.

12
13 The parties then agreed on a stipulated judgment, which I signed. It was served on the
14 Yees May 26, 2020, as was a Notice of Entry of Judgment.¹

15 Additional Facts Regarding Acts of Contempt

16 The Yees did not remove the expressly identified objects they had placed within the
17 Easement Area by May 31, 2020. (Declaration of Lisa Gautier in Support of Application for
18 Order to Show Cause re Contempt ["Gautier Dec."], ¶3.) The Gautiers' lawyer then contacted
19 the Yees' counsel, reporting "Unfortunately, the removal we expected no later than yesterday,
20 did not happen. Cones, tiles, mats, signs, and netting still remain, and a few small additional
21 items have been added. Please let us know when today we can expect removal." The Yees'
22 counsel promptly responded that the message had been relayed to the Yees, and that the
23

24
25 ¹ In addition to the Judgment drafted by stipulation and served upon the Yees, the Yees confirmed knowledge of the
26 Judgment. For example on April 30, 2021 Dr. Yee responded to a plea for compliance which was accompanied by
27 another copy of the Judgment, "THANK YOU FOR sending the YEAR old court orders which I have many copies
and read extensively." Charley Dec. ¶3, capitalization in original. On July 15, 2021, a Small Claims court found
that the Yees had "violated the terms of the May 21, 2020 Judgment section 1.D when the Plaintiff's [sic] stored
shoes, sanitizer, disinfectant, PPE equipment and other items beyond (1) one door mat and four walking sticks."
(Charley Dec. Ex. 13)

1 Gautiers' counsel was authorized to confer directly with the Yees. (Charley Dec. ¶4.)

2 For the next several days, counsel for the Gautiers communicated with the Yees, copying
3 the Yees' counsel. (Charley Dec. ¶5.) The Yees took some items away, added more items,
4 pushed the items that remained to the very middle of the Easement Area, and began spraying
5 Lysol with bleach on the Gautiers' front entry way, wooden door, house siding, and bannisters.
6 (Gautier Dec. ¶3.) The Yees did not clear the Easement Area as required. (*Id.*)

8 The Gautiers left their home in San Francisco at various times, but when they returned,
9 they found that nothing had been fixed. (Gautier Dec. ¶4.) These failures were the subject of
10 frequent notifications to the Yees. (Charley Dec. ¶5.) The notifications did not cause the Yees
11 to comply. (*Id.*, ¶¶5-6.)

13 Exhibit 1 to the Declaration of Lisa Gautier captures various moments in time. (Gautier
14 Dec. ¶5; Ex. 1.) They show an ever-changing array of violations, including the Yees' escalation
15 when the Gautiers were in town and/or tried to tidy up the messes created by the Yees. For
16 example, during elections, the Gautiers offer their home as a polling location, but the Yees place
17 obstructive chains and "No Trespassing" signs, and when these are removed the Yees add more.
18 (*Id.*; ¶6, Ex. 1.)

19 The Yees have never cleared the Easement Area of prohibited items. (Gautier Dec. ¶7;
20 Ex. 1.) Dr. Yee's declaration under penalty of perjury, dated April 21, 2022 and filed the next
21 day, is patently false in its recitation that "as of the date of this declaration, the Easement Area is
22 free and clear of any prohibited items, and will remain so." (*Id.* at ¶ 9.) See e.g., hearing
23 transcript [Tr.] 92-93; Tr. 103-04 (Lee's sworn statement false as of hearing date); compare
24 Defendants' post-trial brief at 9:21 *ff.*²

27 ² The Ed Yee declaration was prepared on pleading paper by his counsel. If those lawyers knew his statement was false—and the other evidence on this case strongly suggests it is false (at a minimum; as a fact finder I have

1 Refusal to Clear the Notices of Violations

2 The old elevator was the subject of notices of violation (NOVs). To secure plans
3 permitted by the City, the Gautiers understood that they would need to first close out the parties'
4 joint demolition permit and clear the NOVs related to the old elevator. (Gautier Dec. ¶8.) After
5 the demolition of the old elevator, the parties received comments by Inspector Hector Hernandez
6 of the San Francisco Department of Building and Inspection (SFDBI). Those comments noted
7 lacking structural support and deteriorated framing, and instructed the parties to work with an
8 engineer. (*Id.*) The Gautiers asked SFDBI for specific instruction, and were told that the parties
9 should have an engineer and prepare a report detailing what needed to be done to ensure safety.
10 (*Id.*) The Gautiers hired an engineer, Jeff Tunison, and let the Yees know they would share Mr.
11 Tunison's report as soon as it was done. (*Id.*; Charley Dec. ¶7.)

12 On October 21, 2020, the Gautiers' forwarded Mr. Tunison's report—the report required
13 by the City to guide the work necessary to clear the NOVs and finalize the parties' joint
14 demolition permit. (Charley Dec. ¶7, Ex. 3.) The report confirmed Inspector Hernandez's
15 observations regarding structural issues and deteriorated framing, and provided conclusions and
16 action items characterized as "required" or "recommended". The urgent work noted was related
17 to the Yees' stairs, given the Gautiers had fully replaced their own stairs a few years before.
18 (Gautier Dec. ¶8.)

19 Because the City does not issue new permits for a property with unabated NOVs, and
20 because Mr. Tunison identified work on the Yees' stairs which should be addressed

21
22
23
24
25 _____
26 concluded this was shown beyond a reasonable doubt), counsel was in violation of Rules of Professional
27 Responsibility 3.3 (candor towards the tribunal). See especially Rule 3.3 (a) (3) (includes obligation to take remedial
measures when learning of falsity). The defense brief suggests (without expressly stating) that the Yees'
interference with the Easement Area had ceased as of April 22, 2022, because Mrs. Yee was removing items from
the railing. Brief at 9:23. But this isn't true. The rest of the photos in the exhibit the defense cites (Ex. B) show
continued interference. E.g., Ex B. photo dated May 23, 2022 at 6:52:06

1 “immediately,” the Gautiers followed up with the Yees repeatedly for months. (Charley Dec.
2 ¶8; Ex. 3, emphasis in original.) The Yees persistently either refused to respond, or claimed they
3 were waiting on the Gautiers’ Replacement Elevator. The Gautiers repeatedly confirmed that the
4 Yees should not wait to address their unsafe stairs, and indeed fixing their unsafe stairs was
5 necessary to clear the NOV’s and therefore required under the Judgment. (*Id.*, ¶8.) As of the
6 hearing in this case, the Yees had not fixed their stairs, and the NOV’s remained unabated.
7 (Gautier Dec. ¶9.)

9 As the Gautiers were trying to clear the NOV’s, they also were moving forward with the
10 Replacement Elevator plans. On November 19, 2020, the Gautiers provided to the Yees a
11 written outline of the proposed Replacement Elevator plans as required under the Judgment, and
12 asked for the Yees’ engineer to identify any safety and/or structural integrity comments within
13 the agreed upon 60-day period. (Charley Dec. ¶9; Ex. 4.) For weeks, the Yees (not an engineer)
14 raised various issues, none on safety or structural integrity. Finally the Yees provided a review
15 from their engineer, Steven Duquette, dated December 19, 2020. (*Id.*, ¶10.)

17 While the Judgment required the Gautiers to provide only “a written outline of the
18 proposed Replacement Elevator plan” so a licensed engineer could “identify best practices to
19 ensure safety and structural integrity” (Judgment, ¶3.B(i)), Mr. Duquette’s review was “confined
20 to a design overview for compliance with the judgment of the court.” (Charley Dec. ¶10; Ex. 5.)
21 Citing to “Section 3C of the judgment document,” Mr. Duquette concluded that because the
22 foundation extended into the ground below the stairs, the Replacement Elevator was not in
23 compliance with the Judgment. (*Id.*)³ This position—that the measurement limitation intended
24
25

26
27 ³ The parties agreed that the Replacement Elevator would not intrude upon the Yees’ stairs. Thus the width of the parties’ stairs and bannisters was noted in Paragraph 3.C, and the parties confirmed that the remaining available space for the Replacement Elevator was 37 inches wide. (Judgment, ¶3.C.)

1 to preserve the width of the Yees' stairs extended below the ground—is not supported by the
2 language of the Judgment. Nevertheless, the Gautiers directed their team to start again. The
3 Gautiers' team was instructed to design an even more narrow Replacement Elevator that not only
4 avoided the Yees' stairs, but the ground underneath despite it being within the Easement Area.
5 (Gautier Dec. ¶10.)
6

7 On June 4, 2021, the Gautiers provided to the Yees a written outline of revised
8 Replacement Elevator plans, triggering another 60-day period. (Charley Dec. ¶11.) The
9 Gautiers confirmed every issue the Yees had brought up earlier—though none were related to
10 safety or structural integrity—was addressed, and that they looked forward to a positive
11 response. On the 60th day, the Yees provided comments from Mr. Duquette. Mr. Duquette
12 confirmed the “foundation and structure appear to be completely inside the required limits of the
13 easement,” and offered three comments/suggestions: (1) re-state dimensions on additional plan
14 sheets; (2) have a fire code consultant review fire rating requirements; and (3) provide additional
15 calculations for the elevator itself. (Charley Dec. ¶11, Ex. 6.)
16

17 Thus the Gautiers instructed their team to move forward with the design plans. (Gautier
18 Dec. ¶11.) On October 15, 2021 the Gautiers provided to the Yees updated plans with both the
19 revisions suggested by Mr. Duquette and over 100-pages of detailed drawings and calculations.
20 (Charley Dec. ¶12, Ex. 7.) Within hours, the Yees responded claiming the material provided was
21 “JUST COSMETICALLY UPDATED,” “STIPULATION IS NOT TO VOID OUR
22 RETAINING WALLS,” that it was “[s]ad, your team from MINNESOTA as [sic] not been
23 informed or updated to the current fire rules and regulations,” and a variety of other pointless
24 complaints. (Charley Dec. ¶13.)
25

26 To avoid further conflict, the Gautiers decided to allow another 60-day review period.
27

1 Mr. Tunison contacted Mr. Duquette a number of times, offering to discuss additional questions.
2 (Gautier Dec. ¶11.) Mr. Duquette responded on November 15, 2021 that his office was busy, but
3 he hoped to “review this week and get it back to the owner.” (Charley Dec. ¶14.) On December
4 14, 2021, this further 60-day review period expired without receiving further comments from Mr.
5 Duquette or the Yees regarding safety or structural best practices. (*Id.*) Pursuant to the
6 Judgment, “[i]f the Yees’ fail to identify best practices through their engineer within 60 days, the
7 Gautiers may proceed.” (Judgment, ¶3.B(i).)

9 Thus the Gautier told the Yees that the plans for the Replacement Elevator would be
10 ready shortly for submission to the City. (Charley Dec. ¶15; Ex. 8.) This was met with claims
11 that the Replacement Elevator “failed to comply to the safety issues with the foundation of the
12 ADJOINING retaining wall.” (*Id.*) When reminded that the Yees’ engineer had not identified
13 any retaining wall safety issues—or any safety issues at all for that matter—the Yees responded
14 that “THE STIPULATION REQUIRES NO INFRINGEMENT TO THE RETAINING
15 WALL....” (*Id.*) The Gautiers authorized their team to engage with the Yees regarding their
16 belated objection. (Gautier Dec. ¶12.) On January 27, 2022, the Gautiers confirmed the
17 freestanding concrete piece the Yees had identified was not a retaining wall at all, but rather the
18 remaining portion of the old elevator that did not support either parties’ house. (Charley Dec.
19 ¶15; Ex. 8.)

22 The Yees did not respond to this, but four days later, on January 31, 2022, the Yees sent a
23 review Mr. Duquette had sent on October 15, 2021 (long after the 60-day period). (Charley Dec.
24 ¶16; Ex. 9.) This review, also, did not “identify best practices to ensure safety and structural
25 integrity,” but instead asked for additional details about connections and a curb, and commented
26 on the roof overhang which was added for aesthetics only. Again, the Gautiers authorized their
27

1 team to respond, providing detailed answers. (Gautier Dec. ¶13; Charley Dec. ¶16; Ex. 10.) The
2 Yees refused to be satisfied, responding inaccurately and pointlessly that the Gautiers' team was
3 from out of town and concluding with "Fiduciary responsibility on HB [Hanson Bridgett]
4 part!!!". (*Id.*, ¶16.)
5

6 On February 3, 2022, the Gautiers sent a Notice of Pre-Application Meeting to adjacent
7 neighbors and relevant neighborhood organizations. (Charley Dec. ¶17.) The Gautiers told the
8 Yees by email that the Notice was imminent, and explained its purpose. The Gautiers explained
9 that "while the Judgment obligates you to take 'all steps required by the City to accept permit
10 applications related to the Replacement Elevator' (of which the Meeting is one step), your
11 attendance at the Meeting is not required. (Judgment 3.B.(ii).) That said, if you would like to
12 come to support the project in furtherance of the City accepting the Replacement Elevator permit
13 applications, you are both very welcome!" (*Id.*, ¶17.)
14

15 The Yees attended the Pre-Application Meeting on February 18, 2022. There, Dr. Yee
16 shared tales of his litigation with the Gautiers to the attending neighbors. Dr. Yee falsely
17 claimed that his foundation would be undermined, and then monopolized the meeting with
18 unrelated grievances about this case. (Gautier Dec. ¶14.)
19

20 After the meeting, the Yees made more demands, for example, they wanted a transcript
21 of the meeting, larger drawings, and noise specifications for the Replacement Elevator. (Charley
22 Dec. ¶18; Ex. 11.) The Gautiers responded that no transcript existed, reminded the Yees of the
23 plans they had been sent electronically, and provided noise specifications showing the
24 Replacement Elevator was quieter than a normal conversation. (*Id.*) In the course of these
25 communications, the Yees emailed that "Permission will be not given" for the Replacement
26 Elevator permit application which requires signature. (*Id.*) The Gautiers nevertheless hoped the
27

1 Yees would change their mind, and the Gautiers' lawyer asked: "If you have revised this position
2 and will sign the permit application and/or delegate your authority to the relevant professionals
3 so the permit application process can move forward with the City, please let me know by **5pm**
4 **on Monday, February 28, 2022**. If you will not reconsider, the Gautiers will be forced to seek
5 relief from the Court. We will address your many violations of the Judgment at that same time."
6 (*Id.*, ¶19; Ex. 12, emphasis in original.)
7

8 The Yees responded "COURT IT IS...." (*Id.*) See also Tr. 91.

9 As a result, the Gautiers' contractor could not submit the fully prepared permit
10 application, which the City requires from both property owners before accepting the application
11 for review. (Gautier Dec. ¶19.)
12

13 In April, the Gautiers' team including a contractor, engineer, and architect were on-site
14 taking additional measurements within the Easement Area. (Gautier Dec. ¶17.) Dr. Yee yelled
15 at these professionals, following them closely, taking pictures of them, threatening to sue them,
16 and attempting to stop their work. (*Id.*; Ex. 1.) Dr. Yee falsely yelled that Mrs. Gautier was on
17 medication for a mental disorder. (*Id.*) When counsel for the Gautiers wrote demanding this
18 unprofessional behavior stop, Dr. Yee emailed the Gautiers and their team suggesting a visit
19 might mitigate the need for "medications," and then followed up with another email which read
20 simply "Lexapro?" (i.e., a medication used to treat anxiety and major depressive disorder). (*Id.*)
21

22 In their post-trial briefing, defendants' counsel inform the court and plaintiffs that by the
23 end of June, 2022, the permits will be signed by the Yees (Defendants' post-trial brief at 2:20,
24 5:9 *ff.*⁴) The Yees expert, Duquette, testified he approves the plans. Tr. 52. It is now almost mid-
25

26 ⁴ The brief suggests that the permits had not been signed off by the Yees because the Gautiers were "dragging their
27 feet." Plaintiffs' counsel alerted the Perkins Coie firm that was not true, and asked that firm to amend their
statement, which the firm did not do. Declaration of Emily Charley Responding to False Statements, Etc., dated
June 23, 2022. I remind counsel of the rules of professional conduct cited in note 2 of this order. The implication of

1 July, 2022, and defense counsel have not amended that representation, and accordingly I assume
2 it is true. This matters because while it is obvious that the Yees could be found in contempt for
3 their steadfast refusal to sign the permits, the purpose of civil contempt is to compel compliance,
4 and further remedies such as fines and imprisonment are not necessary when that compliance is
5 forthcoming.
6

7 Other Actions Affecting Easement Area

8 In January 2021, the Yees began placing items in the middle of the Easement Area with
9 increased frequency. (Gautier Dec. ¶15, ¶16.) On January 28, 2021, the Yees sent a video of
10 Mr. Gautier moving aside some of the prohibited items pushed to the middle of the Easement
11 Area, with Mrs. Yee saying to Mr. Gautier “I hope you get sick someday.” (*Id.*)
12

13 The Yees continued to add still more items to the Easement Area, and other bizarre and
14 reprehensible behaviors. For example over the Thanksgiving holiday, visiting members of Mr.
15 Gautier’s family were treated to Dr. Yee yelling at them “No Foreigners! We are Americans!”
16 (Gautier Dec. ¶18.) On February 19, 2022, the Dr. Yee ripped up the netting protecting the
17 newly planted tulips in from of the Gautiers’ stairs. (*Id.*; Ex. 1.) Then on February 27, 2022, the
18 Dr. Yees ripped out the Gautiers’ flowers. (*Id.*)
19

20 Findings on Each Count

21 The defense brief has some argument, and urges me not to find the defendants guilty, on
22 count 19 (post-trial brief at 8:3, 19; 9:18). The brief also, without argument, urges me to find
23 defendants not guilty on count 20 (*id.* at 10:12).

24 The brief makes no argument on the remaining counts.
25
26

27 _____
the statement in the defense brief is misleading, because it suggests an excuse for delay the subject of the order to
show cause, but the events took place *after* the OSC issued. And the statement appears literally untrue for reasons
found in Ex. II of the Declaration of Emily Charley.

1 The defense does not contest the facts that the Yees knew the content of the Judgment,
2 and had the ability to comply. Aside from what I have noted, the defense does not contest the
3 facts of disobedience.

4
5 Both sides have assumed that the Yees are one indivisible unit, that the issue of guilt is
6 common. This is true when the charge is the failure to do something: both Yees had the ability
7 to do what the Judgment commanded, and each did not. But where the charge is the commission
8 of an act, I have looked to see if the evidence supports the charge as to each person, and it is in
9 general Dr. Yee only who is guilty of the charge. For example, but for one picture in Ex. A, Mrs.
10 Yee does not appear to be doing anything. I also note the first two photos of Ex. B, taken April
11 22, 2022, which shows someone—perhaps Mrs. Yee—engaged in attending to yellow tape in the
12 Easement Area. But this date does not correspond with the date of the date-specific charges, and
13 it is not clear what she is doing.

14
15 In those cases where defendants are charged with adding items to the Easement Area and
16 there is no eyewitness or photographic evidence of the act of adding items, I find the
17 circumstantial evidence, beyond a reasonable doubt, is that it was added by Dr. Yee. Sometimes
18 there is also direct evidence of Dr. Yee's guilt, e.g., count 13.

- 19
20 1. On June 1, 2020, the Yees are alleged to have violated the Judgment by failing to
21 remove items in the Easement Area (mats, tiles, a chair, shoes, and orange netting).

22 *The Yees are both guilty of this count.*

- 23
24 2. On November 10, 2020, the Yees are alleged to have violated the Judgment by
25 adding items in the Easement Area (orange netting, yellow tape, orange cones,
26 chains, shoes and a trash bag)

27 *Dr. Yee is guilty of this count.*

1 3. On November 21, 2020, the Yees are alleged to have violated the Judgment by
2 adding items in the Easement Area (orange netting and yellow tape)

3
4 *Dr. Yee is guilty of this count.*

5 4. On November 24, 2020, the Yees are alleged to have violated the Judgment by
6 adding items in the Easement Area (board, PPE, a broom, a rake, a new chain, and a
7 chair)

8
9 *Dr. Yee is guilty of this count.*

10 5. On December 16, 2020, the Yees are alleged to have violated the Judgment by
11 adding items in the Easement Area (two mats and poles pushed to the middle)

12
13 *Dr. Yee is guilty of this count.*

14 6. On January 11, 2021, the Yees are alleged to have violated the Judgment by adding
15 items in the Easement Area (another pole in the middle, a tile and a long green item)

16
17 *Dr. Yee is guilty of this count.*

18 7. On February 17, 2021, the Yees are alleged to have violated the Judgment by adding
19 items in the Easement Area (a mat and three poles were pushed back to the middle
20 and PPE was added)

21
22 *Dr. Yee is guilty of this count.*

23 8. On February 27, 2021, the Yees are alleged to have violated the Judgment by adding
24 items in the Easement Area (a flag).

25
26 *Dr. Yee is guilty of this count.*

27 9. On September 13, 2021, the Yees are alleged to have violated the Judgment by

1 adding items in the Easement Area (a new chain with padlock and “No Trespassing”
2 sign).

3
4 *Dr. Yee is guilty of this count.*

- 5 10. On October 4, 2021, the Yees are alleged to have violated the Judgment by adding
6 items in the Easement Area (a new chain, an elongated orange marker, and a
7 “PRIVATE PROPERTY” sign).

8
9 *Dr. Yee is guilty of this count.*

- 10 11. On October 19, 2021, the Yees are alleged to have violated the Judgment by adding
11 items in the Easement Area (a new chain, another “PRIVATE PROPERTY” sign, a
12 “KEEP OUT” sign, a separately chained orange cone, and a flag).

13
14 *Dr. Yee is guilty of this count.*

- 15 12. [Omitted]

- 16
17 13. On December 8, 2021, the Yees are alleged to have violated the Judgment by adding
18 items in the Easement Area (additional mats, PPE, pink cloth, and two new
19 “SMILE” signs).

20
21 *Dr. Yee is guilty of this count.*

- 22 14. On December 9, 2021, the Yees are alleged to have violated the Judgment by adding
23 items in the Easement Area (a red box and a “KEEP OUT” and “No Trespassing”
24 sign pointed at the Gautiers’ front door).

25
26 *Dr. Yee is guilty of this count.*

- 27 15. On February 19, 2022, the Yees are alleged to have violated the Judgment by adding

1 items in the Easement Area (a chair and green tape were added).

2 *Dr. Yee is guilty of this count.*

- 3
- 4 16. On March 2, 2022, the Yees are alleged to have violated the Judgment by adding
5 items in the Easement Area (a newly taped “KEEP OUT” sign, a mat on the stairs,
6 new PPE, items in the red box, a golf club, additional poles, and taped down mats).

7 *Dr. Yee is guilty of this count.*

- 8
- 9 17. On March 7, 2022, the Yees are alleged to have violated the Judgment by adding
10 items in the Easement Area (poles were replaced and the mats were retaped).

11 *Both Dr. and Mrs. Yee are guilty of this count.*

- 12
- 13 18. On February 21, 2022, the Yees are alleged to have violated Sections 3.A and 3.B(ii)
14 of the Judgment by refusing to sign the permit application and/or delegating
15 authority to relevant professionals to do so.

16 *As of February 21, 2022, the Yees had in fact not done what they could to further the*
17 *permit application process. Their suggestion that they were simply waiting on their*
18 *experts to advise them (see post-trial brief at 8:10) is not well taken, because the*
19 *Yees deliberately failed to tell their experts about pending plans and information*
20 *ready to be reviewed. Tr. 68, 31, 32. However, because it appears the permits have*
21 *now been signed,⁵ I find the Yees not guilty of this contempt. This finding does not*
22 *adjudicate the facts or issues after February 21, 2022.*

- 23
- 24
- 25 19. The Yees are alleged to have violated Section 3.D of the Judgment by failing clear

26

27

⁵ I will on motion amend this order if my assumption is incorrect.

1 Notices of Violations related to the Easements (No. 201766111, No. 201772081, No.
2 201719942, and No. 201719941), as well as all steps required by the City to finalize
3 the parties' joint demolition permit No. 201910073721.
4

5 *I construe this to be as of the date of the order to show cause, and as of that date,*
6 *there is some reasonable doubt on precisely what the Yees had to do and the extent*
7 *to which they reasonably relied on experts. The Yees are therefore not guilty. This*
8 *finding does not adjudicate the facts or issues after the date of the order to show*
9 *cause.*
10

11 20. As of the date of this filing, the Yees are alleged to be in violation of Section 1.B of
12 the Judgment by allowing prohibited items to remain in the Easement Area.

13 *The Yees are both guilty of this count.*
14

15 Mitigation and Apologies

16 The Yees have no offered no apologies or reasonable explanation or excuse for their
17 behavior. References to Mrs. Yee's health in e.g. her declaration are not relevant (nor argued on
18 the post-trial brief); the suggestion in her declaration that she has a concern about rainwater is
19 misleading and a red herring: there has been little to no rain and in any event she can
20 accommodate her needs without impacting the Easement Area.
21

22 Fines

23 I may fine each contempt up to \$1000 per incident, CCP § 1218(a), in addition to
24 incarceration for up to 5 days. The Gautiers at this time seek fines. I impose a fine of \$400,
25 payable to the court, for each incident. I calculate the fines as follows:
26
27

<i>Count</i>	<i>Fine</i>
1	\$400 + \$400
2	\$400
3	\$400
4	\$400
5	\$400
6	\$400
7	\$400
8	\$400
9	\$400
10	\$400
11	\$400
12	-
13	\$400
14	\$400
15	\$400
16	\$400
17	\$400 + \$400
18	-
19	-
20	\$400 + \$400

Total fines: \$ 8,000.00

Attorney's fees

The Gautiers are entitled to the reasonable attorney's fees expended in pursuit of the contempt findings here. CCP § 1218(a), *Goold v. Superior Ct.*, 145 Cal. App. 4th 1, 10 (2006). Defendants make no argument on the matter (except to ask me not to grant any part of the contempt motion). The sum sought is \$26,715, which in my estimate is substantially less than what could reasonably have been sought, given defendants' obstreperous behavior, the time needed to collect evidence, to draft the papers, argue, and present evidence in support of the application for contempt. I also note (even if not compensable in a contempt proceedings) the grotesquely high amount of attorney time that the Gautiers have incurred in their attempts to get the Yees to comply with the Judgment.

1 Other Relief Sought by Plaintiffs

2 In their post-trial brief, plaintiffs ask for this additional relief: i.e. orders

- 3
- 4 • to clear the Easement Area (Brief at 8) and permission to inform the court of
 - 5 violations (Brief at 8:18);
 - 6 • that defendants now sign the elevator permits and a fine of \$1000 for each day they
 - 7 do not comply (Brief at 8:22 ff.), and incarceration if they do not do so within a
 - 8 certain number of days (id. 8-9);
 - 9 • an order to schedule an appointment with the City’s DBI, to provide documentation
 - 10 on that to the Gautiers, and a fine of \$1000 per day for failure to abide by such an
 - 11 order (Brief at 9).
- 12

13 The Gautiers do not need my permission to inform me of future violations. I have no

14 position now on their suggestion of an abbreviated process, but do note the serious due process

15 protections afforded to alleged contemnors.

16 The reader of this order will understand my determination (a) that the Judgment be in full

17 effect, and (b) to have proven contemnors reimburse the reasonable fees and costs incurred by a

18 party enforcing the Judgment, if permitted by law.

19 I am hopeful that the “other relief” outlined above is not needed. For example, defense

20 counsel state that by now the permit will have been signed. I also note that the OSC filed March

21 21, 2022 did not put defendants on notice of all the proposed “other relief.” I deny this relief at

22 this time but am open to granting it, and other relief, (1) on motion, to the extent needed to

23 secure compliance with the Judgment, and with a showing it is within my authority based on the

24 March 21 OSC, and/or (2) as a function of a new OSC re contempt. I also note the remedies

25 stated in the next section of this order.

26

27

1 For now I expect that the findings and remedies directed by this order will suffice to
2 convince the Yees that they have no choice but to comply with the Judgment.

3 Future Proceedings

4 Actions not here adjudged, including actions or failures to act postdating the order to
5 show cause, are enforceable via further contempt proceedings, including proceedings for
6 criminal contempt which would in the usual course be referred to the District Attorney, and
7 which carry penalties of up to 6 months incarceration. Penal Code § 166.
8

9 Failures to abide by the orders in this document can be addressed via e.g. CCP § 177.5, as
10 well as contempt.

11 Date for payment of fines and attorney's fees

12 The fines (\$8,000.00) must be paid to the court and the attorney's fees (\$26,715) paid to
13 plaintiffs' counsel not later than 4:00 p.m. Friday July 22, 2022.
14

15 Defense counsel must file a declaration, courtesy copy to me, dated not later than
16 Monday July 25, 2022, as to the status of these payments.
17

18
19
20 Dated: July 11, 2022



21 Curtis E.A. Karnow
22 Judge Of The Superior Court
23
24
25
26
27

Gautier v. Yee, et al.

Case No: CGC-18-570147


CERTIFICATE OF ELECTRONIC SERVICE
(CCP §1010.6 & CRC §2.251)

I, R. Michael Diles, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am over the age of 18 years, employed in the City and County of San Francisco, California and am not a party to the within action.

On July 11, 2022, I electronically served the attached **Order Holding Edward S. Yee and Victoria J. Yee in Contempt of Court re Judgment of May 21, 2020** via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: July 11, 2022

T. Michael Yuen, Clerk

By: 
R. Michael Diles, Deputy Clerk

APPROVED
Dept. of Building Insp.
- San Francisco -

OCT 05 2023

Patrick P. Hoffman
DIRECTOR
DEPT. OF BUILDING INSPECTION

BLDG. FORM 318
APPLICATION NUMBER
2023.0504937C
ADDITIONAL NUMBER

201719942 NOV-MP
20176611 NOV-MP

DCT
FEE

**APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS**

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION**
APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF
BUILDING INSPECTION OF SAN FRANCISCO FOR
PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS
AND SPECIFICATIONS SUBMITTED HERewith AND
ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE
HEREINAFTER SET FORTH.

FORM 3 OTHER AGENCIES REVIEW REQUIRED
FORM B OVER-THE-COUNTER ISSUANCE

2 NUMBER OF PLAN SETS

DO NOT WRITE ABOVE THIS LINE

DATE FILED 8/4/2022	PERMITS RECEIPT NO. 20230720-12421	15 STREET ADDRESS OF JOB 99 Saint Germain	BLOCK & LOT 2721/049
PERMIT NO. 23104038	ISSUED 1/10/2023	DISTRICTAL COST OF JOB 6385.865	JOB NUMBER E 192500
			DATE 8/11/23

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING				
(A) TYPE OF CHANGE <input checked="" type="checkbox"/> IB	(A) NO. OF STOREYS OF OCCUPANCY 3	(A) NO. OF BASEMENTS AND CELLARS	(A) PRESENT USE Residential Single Family	(A) OCCUP. CLASS R3
DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION				
(B) TYPE OF CHANGE <input checked="" type="checkbox"/> IB	(B) NO. OF STOREYS OF OCCUPANCY 3	(B) NO. OF BASEMENTS AND CELLARS	(B) PROPOSED USE (LEGAL USE) Residential Single Family	(B) OCCUP. CLASS R3
(C) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED? NO	(D) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (E) WILL STREET SPACE BE USED DURING CONSTRUCTION? NO	(F) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (G) ELECTRICAL WORK TO BE PERFORMED? NO	(H) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (I) PLUMBING WORK TO BE PERFORMED? NO	(J) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
(K) CONTRACTOR Picone Renovations	ADDRESS 5808 California St.,	ZIP SF 94121	PHONE 415.722.2050	EXPIRATION DATE 7/31/2024
(L) OWNER Patrice & Lisa Gautier	ADDRESS 99 Saint Germain Ave.,	ZIP SF 94114	PHONE FOR CONTACT BY DEPT. 415.235.2403	

(M) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT):
Install new dumbwater elevator including all structural supports as needed.
Add structurally reinforced concrete retaining wall and in-fill concrete slab.
Replace stucco wall below stairs, waterproofing over mechanical room and tile replacement as needed.
Address drainage as needed to coordinate with new concrete slab height.
This application is submitted with a mirror application for 95 Saint Germain

ADDITIONAL INFORMATION

(N) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STUCCO TO BE DEMOLISHED? NO	(O) IF YES, IS YES STATE NEW HEIGHT AT CENTERLINE OF FRONT	(P) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Q) DOES THIS ALTERATION CREATE DECK OR PORCH EXPANSION TO BUILDING? NO	(R) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (S) IF YES, YES STATE NEW GROUND FLOOR AREA 00 FT.
(T) WILL SIDEWALK SPACE BE SEPARATED OR ALTERED? NO	(U) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (V) WILL BUILDING EXTEND BEYOND PROPERTY LINE? NO	(W) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (X) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY? NO	(Y) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(Z) ARCHITECT OR ENGINEER (DESIGN) NSA Architects 329 Jefferson St Oakland, Ca 94607	(AA) CONSTRUCTION (L) ADDRESS	(AB) CALIF. CERTIFICATE NO.	
(AC) CONSTRUCTION LEADER (ENTER NAME AND BRANCH DESIGNATION IF ANY IF THERE IS NO KNOWN CONSTRUCTION LEADER, ENTER "UNKNOW")	ADDRESS		

IMPORTANT NOTICES

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Planning Code.
No portion of building or structure or its contents shall during construction be so close that it is in any way obstructing more than two walls. See San 24B, California Penal Code.
Permitted by San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for the approval plans and application being kept on the job.
Write items on which an objection or commenting this application are assumed to be correct. If actual plans are not the same as shown, comment thereon showing a correct plan, copy and file, and indicate details of recording with seal and postage must be submitted to this department for approval.
ANY APPLICATION INCOMPLETE HEREIN OR BY CODE MAY BE APPROVED.
WORKING NOT TO BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR POINT OF OCCUPANCY GRANTED, WHEN REQUIRED.
APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL, MECHANICAL, PLUMBING, METALLURGICAL, A SPECIALTY PERMIT FOR THE WORK AND PLUMBING MUST BE OBTAINED. SPECIALTY PERMITS ARE REQUIRED IF PERMIT IS "NO" TO ANY OF ABOVE SECTIONS (M-F) OR (K, L, O, U, V, W, X, Y, Z).
THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.
On buildings, all building materials must have a clearance of one foot clear from all structural walls or suspensions.
CHECK APPROPRIATE BOX
 OTHER PROJECT

NOTICE TO APPLICANT

WELL-NEEDED CLAUSE. The permission by acceptance of the permit, agency to withdraw and hold the plan from the City and County of San Francisco from and against any and all claims, demands and actions for damages, resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands or actions.
In conformity with the provisions of Section 2080 of the Labor Code of the State of California, the applicant and her employer's compensation coverage under (a) or (b) respective below, in shall indicate their (a), (b), or (c) selection in applicable. If because of a change in the work for which this permit is issued, when the contract method of calculation below.
I certify when when quantity of primary use of the following activities:
1. I have and will maintain a certificate of insurance to self insure the worker's compensation, as provided by Section 2080 of the Labor Code, for the performance of the work for which this permit is issued.
2. I have and will maintain worker's compensation insurance, as required by Section 2080 of the Labor Code, for the performance of the work for which this permit is issued. My worker's compensation insurance carrier and policy number are:
Carrier: Berkshire Hathaway Group
Policy Number: PWG02527
3. The cost of the work to be done is \$100 or less.
4. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner as to be become subject to the worker's compensation laws of California. Further acknowledgment that I understand that in the event that I should become subject to the worker's compensation provisions of the Labor Code of California and fail to comply therewith, the worker's compensation provisions of the Labor Code, then the permit herein applied for shall be deemed revoked.



OCT 05 2023

Patrick O'Sullivan
DIRECTOR
DEPT. OF BUILDING INSPECTION



BID 2017/1944 NOV - 19

APPROVED FOR RECORDING

BLDG. FORM 308

APPLICANT'S SIGNATURE
DATE

FORM APPROVAL
EXEMPT
CLERK

APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF
BUILDING INSPECTION OF SAN FRANCISCO FOR
PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS
AND SPECIFICATIONS SUBMITTED HERewith AND
ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE
HEREINAFTER SET FORTH.

FORM 3 OTHER AGENCIES REVIEW REQUIRED

FORM 8 OVER-THE-COUNTER ISSUANCE

2 NUMBER OF PLAN SETS

BY DO NOT PRINT ABOVE THIS LINE

PROJECT NO. 20230320-0543
PERMIT NO. 23144040
DATE 10/05/2023
ADDRESS 95 Saint Germain
CITY AND COUNTY SAN FRANCISCO
ZIP 94114
SHEET NO. 2-1/050
TOTAL SHEETS 6492, 500
DATE 8/16/23

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING											
APPLICANT'S SIGNATURE	DATE	NO. OF STORIES OR FLOORS	NO. OF BARRIERS OR PARTITIONS	NO. OF UNITS	NO. OF STORIES OR FLOORS	NO. OF BARRIERS OR PARTITIONS	NO. OF UNITS	NO. OF STORIES OR FLOORS	NO. OF BARRIERS OR PARTITIONS	NO. OF UNITS	
<i>[Signature]</i>	10/05/2023	3	3	1	3	3	1	3	3	1	
RESIDENTIAL SINGLE FAMILY											
DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION											
<i>[Signature]</i>	10/05/2023	3	3	1	3	3	1	3	3	1	
RESIDENTIAL SINGLE FAMILY											
PROJECT NO. 20230320-0543 ADDRESS 5008 California St., SF 94121.415.722.2050 842923 PERMIT NO. 23144040 DATE 10/05/2023 CITY AND COUNTY SAN FRANCISCO ZIP 94114 SHEET NO. 2-1/050 TOTAL SHEETS 6492, 500											
THIS APPLICATION IS SUBMITTED WITH A MINOR APPLICATION FOR 95 Saint Germain											
ADDITIONAL INFORMATION											
IF THIS IS A REVISION TO AN EXISTING PERMIT	YES <input type="checkbox"/>	NO <input type="checkbox"/>	IF THIS IS A NEW BUILDING	YES <input type="checkbox"/>	NO <input type="checkbox"/>	IF THIS IS A REVISION TO AN EXISTING PERMIT	YES <input type="checkbox"/>	NO <input type="checkbox"/>	IF THIS IS A NEW BUILDING	YES <input type="checkbox"/>	NO <input type="checkbox"/>
IF THIS IS A REVISION TO AN EXISTING PERMIT	YES <input type="checkbox"/>	NO <input type="checkbox"/>	IF THIS IS A REVISION TO AN EXISTING PERMIT	YES <input type="checkbox"/>	NO <input type="checkbox"/>	IF THIS IS A REVISION TO AN EXISTING PERMIT	YES <input type="checkbox"/>	NO <input type="checkbox"/>	IF THIS IS A REVISION TO AN EXISTING PERMIT	YES <input type="checkbox"/>	NO <input type="checkbox"/>
NSA Architects 329 Jefferson St Oakland, Ca 94607 ADDRESS											

IMPORTANT NOTICES

The applicant shall be liable for the completion of the construction of the building from obtaining a building permit until the building is ready for occupancy. The applicant shall be liable for the completion of the building from obtaining a building permit until the building is ready for occupancy.

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NOTICE TO APPLICANT

THIS NOTICE IS GIVEN TO THE APPLICANT BY THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO. THE APPLICANT IS HEREBY ADVISED THAT THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE APPLICANT. THE APPLICANT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE APPLICANT.

The applicant shall be liable for the completion of the construction of the building from obtaining a building permit until the building is ready for occupancy.

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APPLICANT'S CERTIFICATION

I, the undersigned, hereby certify that I am the owner of the property described in the above application, and that I am the person who has caused the plans and specifications to be prepared and submitted to the Department of Building Inspection of San Francisco for the purpose of obtaining a building permit for the construction of the building described in the above application.

I, the undersigned, hereby certify that I am the owner of the property described in the above application, and that I am the person who has caused the plans and specifications to be prepared and submitted to the Department of Building Inspection of San Francisco for the purpose of obtaining a building permit for the construction of the building described in the above application.

I, the undersigned, hereby certify that I am the owner of the property described in the above application, and that I am the person who has caused the plans and specifications to be prepared and submitted to the Department of Building Inspection of San Francisco for the purpose of obtaining a building permit for the construction of the building described in the above application.

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I, the undersigned, hereby certify that I am the owner of the property described in the above application, and that I am the person who has caused the plans and specifications to be prepared and submitted to the Department of Building Inspection of San Francisco for the purpose of obtaining a building permit for the construction of the building described in the above application.

I, the undersigned, hereby certify that I am the owner of the property described in the above application, and that I am the person who has caused the plans and specifications to be prepared and submitted to the Department of Building Inspection of San Francisco for the purpose of obtaining a building permit for the construction of the building described in the above application.

[Signature]

July 1, 2023

OFFICE COPY

Permit Details Report

Report Date: 11/6/2023 1:26:03 PM

Application Number: 202208049876
 Form Number: 3
 Address(es): 2721 / 049 / 0 99 SAINT GERMAIN AV
 Description: INSTALL A NEW DUMBWAITER ELEVATOR INCLUDING ALL STRUCTURAL SUPPORTS AS NEEDED. ADD STRUCTURALLY REINFORCED CONCRETE RETAINING WALL AND INFILL CONCRETE SLAB. REPLACE STUCCO WALL BELOW STAIRS, WATERPROOFING OVER MECHANICAL ROOM AND TILE REPLACEMENT AS NEEDED. AREA DRAINS. PLANS TRAVELING W/ 202208039878
 Cost: \$192,500.00
 Occupancy Code: R-3
 Building Use: 27 - 1 FAMILY DWELLING

Disposition / Stage:

Action Date	Stage	Comments
8/4/2022	TRIAGE	
8/4/2022	FILING	
8/4/2022	FILED	
10/5/2023	APPROVED	
10/5/2023	ISSUED	

Contact Details:

Contractor Details:

License Number: 842923
 Name: ANTHONY PICONE
 Company Name: PICONE RENOVATIONS
 Address: 5808 CALIFORNIA ST * SAN FRANCISCO CA 94121-0000
 Phone:

Addenda Details:

Description:

FULL

Step	Station	Rev#	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Review Result	Hold Description
1	BID-INSP		8/4/22	8/4/22			8/4/22	BIRMINGHAM KEVIN		
2	INTAKE		8/4/22	8/4/22			8/4/22	VICTORIO CHRISTOPHER		
3	CP-ZOC		8/5/22	10/11/22			1/26/23	JIMENEZ SYLVIA		1/26/23: Application approved per plan elevator between 95 and 99 Saint Germain residential structure not included in the SJ 8/11/22 - To proceed with intake, plan Application (PRJ) and digital plans to PRJ application can be found here: https://sfplanning.org/sites/default/files
4	CPB		3/20/23	3/20/23			4/10/23	VICTORIO CHRISTOPHER		03/20/2023 - Received from Pre-Plan for filing to contractor, CV
5	CP-NP		11/23/22	11/23/22	11/23/22	12/7/22	9/14/23	BALBA RYAN		11/23/22: Emailed 311 cover letter - VL 12/16/22; Expires 1/16/23 - Vlad
6	BLDG		4/10/23	5/22/23	6/8/23		8/16/23	CHAN JOSEPH	Approved	Placed in Hold pending comment
7	MECH		5/19/23	6/13/23			6/13/23	ZHAN JAMES		Approved, to PPC
8	DPW-BSM		6/14/23	6/16/23			6/16/23	CHOY CLINTON		Approved. No alteration or reconstruction this permit.
9	PERMIT-CTR		2/9/23	2/9/23			2/9/23	PERMIT CENTER USER		02/09/2023: Project received by Permit collect the project to continue OTC review PERMITCENTER@SFGOV.ORG for info
10	PERMIT-CTR		3/9/23	3/9/23			3/9/23	YAMAMURA WENDY		03/09/2023: Project has been received transferred to the Central Permit Bureau contact dbi.cpbrequest@sfgov.org for info
11	MECH		8/16/23	8/18/23			8/18/23	ZHAN JAMES	Approved	Approved, to PPC
12	DPW-BSM	1	8/18/23	8/21/23			8/21/23	CHOY CLINTON	Approved	No alteration or reconstruction of City permit.
13	CP-ZOC		8/22/23	9/6/23			9/6/23	JIMENEZ SYLVIA	Approved	Restamped plans, routed back to DBI.
14	CP-ZOC		9/8/23	9/14/23			9/18/23	BALBA RYAN	Approved	Restamped plans, routed back to DBI.
15	PPC		9/18/23	9/18/23			9/27/23	WAI CHUNG WONG	Administrative	9/27/23: To CPB w/9878; kw 9/18/23 plan sets, (Sheet 1-79 & 1-22 is not in the index). Plans on hold at PPC (49 SOUTH applicant to make an appointment at w/9878; kw 9/8/23; To CP-ZOC for m w/9878; kw 8/22/23; To CP-ZOC for r To DPW-BSM (then to CP-ZOC) for res MECH (then to DPW-BSM & CP-ZOC) 6/16/23; To hold bin #78 pending for w/9878; kw 6/14/23; To DPW-BSM w w/9878; kw 4/10/23; TO BLDG Full/A w/202208049878; kw
16	CPB		9/27/23	10/5/23			10/5/23	VICTORIO CHRISTOPHER	Administrative	

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
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Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
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Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
0			1	CONCRETE (PLACEMENT & SAMPLING)	
0			2	BOLTS INSTALLED IN CONCRETE	
0			4	REINFORCING STEEL AND PRESTRESSING TENDONS	
0			5A1	SINGLE PASS FILLET WELDS < 5/16"	
0			5A2	STEEL DECK	
0			24F	OTHERS	EPOXY ANCHOR BLOTS/REBAR TO EXISTING CONCRETE
0			6	HIGH-STRENGTH BOLTING	
0			18A	BOLTS INSTALLED IN EXISTING CONCRETE	
0			24B	STEEL FRAMING	
0			24C	CONCRETE CONSTRUCTION	
12					

For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

[Station Code Descriptions and Phone Numbers](#)

[Online Permit and Complaint Tracking home page.](#)

Technical Support for Online Services

If you need help or have a question about this service, please visit our FAQ area.

Permit Details Report

Report Date: 11/6/2023 1:16:58 PM

Application Number: 202208049878
 Form Number: 3
 Address(es): 2721 / 050 / 0 95 SAINT GERMAIN AV
 Description: INSTALL A NEW DUMBWAITER ELEVATOR INCLUIDNG ALL STRUCTURAL SUPPORTS AS NEEDED. ADD STRUCTURALLY REINFORCED CONCRETE RETAINING WALL AND INFILL CONCRETE SLAB. REPLACE STUCCO WALL BELOW STAIRS, WATERPROOFING OVER MECHANICAL ROOM AND TILE REPLACEMENT AS NEEDED.AREA DRAINS. PLANS TRAVELING W/ 202208039876
 Cost: \$192,500.00
 Occupancy Code: R-3
 Building Use: 27 - 1 FAMILY DWELLING

Disposition / Stage:

Action Date	Stage	Comments
8/4/2022	TRIAGE	
8/4/2022	FILING	
8/4/2022	FILED	
10/5/2023	APPROVED	
10/5/2023	ISSUED	

Contact Details:

Contractor Details:

License Number: 842923
 Name: ANTHONY PICONE
 Company Name: PICONE RENOVATIONS
 Address: 5808 CALIFORNIA ST * SAN FRANCISCO CA 94121-0000
 Phone:

Addenda Details:

Description:

Step	Station	Rev#	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Review Result	Hold Description
1	BID-INSP		8/4/22	8/4/22			8/4/22	BIRMINGHAM KEVIN		
2	INTAKE		8/4/22	8/4/22			8/4/22	VICTORIO CHRISTOPHER		
3	CP-ZOC		10/11/22	11/9/22			1/26/23	JIMENEZ SYLVIA		1/26/23: Application approved per plans for installation of covered elevator between 95 99 Saint Germain. Alteration the existing residential structure not included in this permit. Plans routed to DBL SJ
4	CPB		3/20/23	3/20/23			4/10/23	VICTORIO CHRISTOPHER		03/20/2023 - Received from Pre-Plan check, acceptable, invoice sent for filing to contractor, CV
5	CP-NP		11/23/22	11/23/22	11/23/22	12/7/22	12/7/22	VALLEJO VLADIMIR	Approved	11/23/22: Emailed 311 cover letter - Vlad 12/7/22: Mailed notice 12/16/22; Expires 1/1 - Vlad
6	BLDG		4/10/23	5/22/23	6/8/23		8/16/23	CHAN JOSEPH	Approved	Placed in Hold pending comment
7	MECH		5/19/23	6/13/23			6/13/23	ZHAN JAMES		Approved, to PPC
8	DPW-BSM		6/14/23	6/16/23			6/16/23	CHOY CLINTON		Approved. No alteration or reconstruction of City Right-Way under this permit.
9	PERMIT-CTR		2/9/23	2/9/23			2/9/23	PERMIT CENTER USER		02/09/2023: Project received Permit Center Team. Applicant may collect the project to continue OTC review. See email from PERMITCENTER@SFGOV. for instructions. - HB
10	PERMIT-CTR		3/9/23	3/9/23			6/6/23	YAMAMURA WENDY		03/09/2023: Project has been received by Permit Center Team and transferred to the Central Permit Bureau (CPB). Applicant may contact

									dbi.cpbrequest@sfgov.org for further project updates - WY	
11	MECH		8/16/23	8/18/23			8/18/23	ZHAN JAMES	Approved	Approved, to PPC
12	DPW-BSM	1	8/18/23	8/21/23			8/21/23	CHOY CLINTON	Approved	No alteration or reconstruction of City Right-of-Way under permit.
13	CP-ZOC		8/22/23	9/7/23			9/7/23	JIMENEZ SYLVIA	Approved	Restamped plans, routed to DBI. SJ
14	CP-ZOC		9/8/23	9/14/23			9/14/23	BALBA RYAN	Approved	Restamped plans, routed to DBI. RB 9/14/23
15	PPC		9/18/23	9/18/23			9/27/23	WAI CHUNG WONG	Administrative	9/27/23: To CPB w/9876; kw 9/18/23: Drawing index not matching plan sets, (Sheet 1 & 1-22 is not in the plan set, on the drawing index). Plans hold at PPC (49 SOUTH VALENESS, 5TH FL for applicant to make an appointment at waichung.wong@sfgov.org) w/9876; kw 9/8/23: To CPB for missing stamp on Sheet 104 w/9876; kw 8/22/23: To CPB for restamp w/9876; kw 8/18/23: To DPW-BSM (the CP-ZOC) for restamp w/9876; kw 8/16/23: To MECH (the DPW-BSM & CP-ZOC) for restamp w/9876; kw 6/16/23: To hold bin #78 pending for NP & BLDG approval w/9876; kw 6/14/23: To DPW-BSM w/9876; kw 5/19/23: To MECH w/9876; kw 4/10/23: TO BLDG Full/Addendum bin #6 w/202208049876; kw
16	CPB		9/27/23	10/5/23			10/5/23	VICTORIO CHRISTOPHER	Administrative	

This permit has been issued. For information pertaining to this permit, please call 628-652-3450.

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
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Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
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Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
0			1	CONCRETE (PLACEMENT & SAMPLING)	
0			2	BOLTS INSTALLED IN CONCRETE	
0			4	REINFORCING STEEL AND PRETRESSING TENDONS	
0			5A1	SINGLE PASS FILLET WELDS < 5/16"	
0			5A2	STEEL DECK	
0			24F	OTHERS	EPOXY ANCHOR BOLTS/REBAR TO EXISTING CONCRETE
0			6	HIGH-STRENGTH BOLTING	
0			18A	BOLTS INSTALLED IN EXISTING CONCRETE	
0			24B	STEEL FRAMING	
0			24C	CONCRETE CONSTRUCTION	

For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

Station Code Descriptions and Phone Numbers

[Online Permit and Complaint Tracking home page.](#)

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