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January 2, 2018

Scott Emblidge  
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*Via Hand Delivery*

Rich Hillis, President  
San Francisco Planning Commission  
1650 Mission Street, Suite 400  
San Francisco, CA 94102-4689

Re: 668-678 Page Street Condo Conversion Application

Dear President Hillis and Members of the Planning Commission:

Our firm represents the owners of 668-678, whose application to convert the TIC units to condominiums ("the Project") is on your agenda for January 11, 2018. This should be a straight-forward matter. As your staff has demonstrated, the Project satisfies all the criteria for approval. We submit this letter brief because we believe it is likely that some members of the public will oppose the project at the January 11 meeting on spurious grounds and we would like to provide you with the true facts about their allegations.

### **Background**

The applicants are Geoffrey Pierce (668 Page); Peter Owens and Carolyn Radisch (670 Page); Spencer Jones (672 Page); Christopher and Christine Han Beahn (674 Page); Alexander Apke and Anna Munoz (676 Page); and Michel Bechirian and Niloo Tehranchi (678 Page). There are no tenants in building and all the applicants have been owners for many years.

Peter Owens purchased the building in 2002. He rehabilitated the aging structure and converted the property from apartments to TIC units in 2002 and 2003. The other applicants purchased TIC-related interest in the units beginning in 2003.

When Mr. Owens purchased the property there were four tenants, three of whom moved out in 2002. The remaining tenant, Iris Canada, wanted to remain in the building and Mr. Owens wanted to

help her do so. Accordingly, he negotiated an agreement with Ms. Canada in 2005 that converted her tenancy into a life estate, enabling her to reside in her unit for as long as she desired. (Exhibit A.) Ms. Canada, who was 89-years-old at the time and who had resided in the apartment for 40 years, was thrilled with this arrangement and very appreciative of Mr. Owens efforts.

Seven years later, in 2012, Ms. Canada moved out of the unit. In 2016, after it became clear that Ms. Canada did not intend to live in the unit any longer, Mr. Owens regained possession of the unit. We provide more details about this below.

### **Qualifications for Conversion**

The building meets all requirements for conversion of tenant-in-common ownership to condominiums under the San Francisco Subdivision Code. The building is entirely owner-occupied and has no tenants.

All the applicants have owned a share of the building for many years. Four of the units have been continuously owner-occupied as a primary residence for periods ranging from seven to fourteen years – far exceeding the minimum standard for conversion of three owner-occupied-units for six years. The building history has no disqualifying evictions and no disqualifying buy-outs. Your staff recommends approval of the application.

### **Why the Applicants Want to Convert**

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The applicants are hard-working San Franciscans who represent a snapshot of this City, sending their children to neighborhood schools, volunteering their time to their neighborhood, and struggling to find a way to continue to live here despite sky-rocketing housing costs. Most of them are first-time homeowners. One applicant was born and raised in the Mission by her single working mom. Several of the applicants are raising families in the building, including three young children with a fourth on the way.

TIC ownership provided the applicants with an opportunity to own a home in a City they otherwise were priced out of. Condo conversion will help the applicants stay in their homes because it will allow the conversion of high-risk, high-cost, variable-rate TIC loans to standard fixed-rate mortgages. This

is critical to helping San Franciscans like the applicants retain homes when interest rates rise.

### **Why the Objections are Unfounded and Unfair**

While no one can dispute that the applicants are *entitled under the law* to have their application granted, several members of the public have demonized the applicants and exploited the situation of Iris Canada. If their motive is to make a point about tenant evictions, they are deliberately barking up the wrong tree. If their motive is to help Ms. Canada's grandniece obtain a unit to which she has no entitlement, their conduct is simply shameful. Regardless of their motives, nothing they say has any bearing on the applicants' rights under the law to have their application approved.

Here, briefly, are the relevant facts.

When Mr. Owens (along with his wife and brother) purchased the six-unit building in 2002, it had four tenants. Mr. Owens notified the tenants that he intended to renovate the building and remove the property from the rental market. He reached agreements with three of the tenants whereby they relocated. Mr. Owens and his brother renovated five of the six units. (Exhibit B [Owens Declaration without exhibits] at 1:25-2:3.)

The sixth unit was occupied by Ms. Canada. She was 86 years old at the time. Mr. Owens wanted to find a way to allow her to keep residing in her unit, but she could not lawfully remain there as a tenant. So, working with Ms. Canada's attorney, Mr. Owens conveyed to her a "life estate," which gave her the status of an owner (rather than a tenant) of her unit. It meant she would be entitled to live in her unit as long as she was physically able; her ownership would terminate only if and when she no longer resided in her unit. (Exhibit B at 2:4-20.)

Through this arrangement, Ms. Canada's monthly cost to remain in her unit went down – i.e., the cost she paid as an owner subject to a promissory note was less than the rent she paid as a tenant. It was also less than Mr. Owens' carrying costs for the unit. Mr. Owens did this to help Ms. Canada remain in the building. If he was a hard-hearted, profit-motivated Scrooge, he could simply have evicted her in 2002 (in compliance with all laws) when he purchased the building. (Exhibit B at 2:13-20 and at 19:23-27.)

All went well for several years. Ms. Canada and her neighbors had good relationships, with her more able-bodied neighbors helping her out with tasks like bringing in groceries. (Exhibit C [Apke Declaration] at 2:1-8; Exhibit D [Beahn Declaration] at 2:1-8; Exhibit E [Geoffrey Pierce Declaration] at 2:1-6; Exhibit F [Munoz Declaration] at 1:27-2:4; and Exhibit G [Bechirian Declaration] at 1:28-2:6.) But in about 2006 Ms. Canada began to show signs that she was no longer being able to care for herself. Her unit became increasingly cluttered. She sometimes left the gas on her stove on, or set off smoke alarms. (Exhibit H.) By 2012, the situation has deteriorated to the point that her unit was infested with rodents and other pests. (Exhibit B at 3:24-4:9.)

At that point, Ms. Canada's grandniece moved Ms. Canada to Oakland. From that point forward, Ms. Canada did not reside in her unit. (Exhibits C at 2:9-26; Exhibit D at 2:9-4:8; Exhibit E at 2:7-3:16; Exhibit G at 2:6-2:28.) Because her life estate required her to reside in her unit, her life estate ended when she relocated to Oakland in 2012. However, Ms. Canada's grandniece intervened by first blocking all Mr. Owens' efforts to contact Ms. Canada and help her cure the breach of her life estate, and later claiming that she should be able to take over Ms. Canada's unit. This resulted in Mr. Owens seeking the San Francisco Superior Court's assistance in ending Ms. Canada's life estate, and returning possession of the unit to Mr. Owens. The court found that Ms. Canada had "failed to permanently reside at 670 Page Street since 2012 in violation of the obligations of her life estate." (Exhibit I [January 25, 2017 Order] at 5:3-5.) The court awarded possession of the premises to Mr. Owens and ordered Ms. Canada's life estate terminated. (Exhibit J [March 22, 2016 Judgment] at 3:1-12.)

This unfortunate end to the applicants' relationships with Ms. Canada was exacerbated by the conduct of a few housing activists spurred on by Ms. Canada's politically connected grandniece. The activists made wild accusations in the press and staged violent protest rallies at the Page Street address. (See Exhibit C at 5:10-6:9; Exhibit D at 4:9-5:3; Exhibit E at 5:9-6:9; Exhibit F at 4:25-6:9; and Exhibit G 3:21-4:3.) Essentially, the activists exploited Ms. Canada's situation to make a political point.

But this application is not about politics; it is about whether the applicants meet the criteria in the Subdivision Code. The battle between Ms. Canada's grandniece and Mr. Owens simply has no bearing on this application.

We ask that the Commission look at the true facts, and evaluate this application based on those facts and the requirements in the Subdivision Code. We are confident that if the Commission does that, it will approve this application as the law requires.

Sincerely,

A handwritten signature in black ink, appearing to be 'G. Scott Emblidge', written over a horizontal line.

G. Scott Emblidge

cc: Members of the Planning Commission  
David Weissglass  
Jonas Ionin

# EXHIBIT A

**SELLER'S COPY**

The undersigned Grant(s) declares(s) that the  
DOCUMENTARY TRANSFER TAX  
IS \$1,250.00 COUNTY \$ \_\_\_\_\_ CITY \_\_\_\_\_  
\_\_\_\_ computed on the consideration or value of property conveyed; or  
\_\_\_\_ computed on the consideration value less liens or encumbrances remaining  
at time of sale; or  
\_\_\_\_ other: \_\_\_\_\_

## GRANT OF LIFE ESTATE

APN: Lot 015, Block 0843  
Property Address: 668-678 Page Street  
San Francisco, CA

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PETER M. OWENS and CAROLYN A. RADISCH, husband and wife, as community property with right of survivorship, as to an undivided 2/18th interest, and STEPHEN L. OWENS, a married man, as his sole and separate property, as to an undivided 1/18th interest, as Tenants in Common  
hereby GRANT A LIFE ESTATE to IRIS CANADA

as to the Grantors' specific interest in the real property in the City of San Francisco, County of San Francisco, State of California described as

See Legal Description attached and made a part hereto marked Exhibit "A",

pursuant to the following terms:

For the term of Iris Canada's natural life, for as long as she permanently resides, as the sole and only occupant, in the property commonly known as 670 Page Street, San Francisco, California,

Excepting, therefrom however, Iris Canada's right to rent, lease or sublet the 670 Page Street property and/or Iris Canada's right to have any other occupants living with Iris Canada at the 670 Page Street property, and the right of Iris Canada to assign, transfer, pledge or encumber her interest in the property so as to secure any financial arrangement other than to Grantors herein,

Further reserving to said Grantors the right to revoke this Grant of Life Estate should Iris Canada fail to remit payments pursuant to the Promissory Note of even date hereof, the right of Grantors to revoke this Grant of Life Estate should Iris Canada violate the terms of the Deed of Trust of even date hereof, and the right of Grantors alone to refinance the property of which this Grant of Life Estate is a part. Further reserving to said grantors any and all obligations to pay property taxes for the duration of the life estate.

In case of such revocation being made, it shall be made and can only be made in writing, duly acknowledged and recorded.

Dated:

STATE OF ~~CALIFORNIA~~ New Hampshire  
COUNTY OF ~~SAN FRANCISCO~~ Grafton  
On 6/14/05 before me Carrie A. Hamel  
m. owens and Carolyn A. Radisch  
personally appeared Peter  
personally known to me or proved to me on this basis of  
satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her /their  
authorized capacity(ies) and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature Carrie A. Hamel

**CARRIE A. HAMEL, Notary Public**  
**My Commission Expires February 5, 2008**

Peter M. Owens  
Peter M. Owens  
Carolyn A. Radisch  
Carolyn A. Radisch  
Stephen L. Owens  
Stephen L. Owens

STATE OF CONNECTICUT:

: ss: West Hartford June 15, 2005

COUNTY OF HARTFORD :

Personally appeared Stephen L. Owens, signer of  
the foregoing, who acknowledged the same to be his  
free act and deed before me

Kathleen C. Lauria  
Kathleen C. Lauria  
Notary Public  
My Commission expires: 2-28-07

EXHIBIT A

LEGAL DESCRIPTION

Property Information

668-670-672-674-676-678 Page Street  
San Francisco, CA 94117

Legal Description - Assessor's Block 0843, Lot 015

Commencing at a point on the northerly line of Page Street; distant thereon 100 feet easterly from the easterly line of Steiner Street; running thence easterly along said northerly line of Page Street 37 feet 10 ½ inches; thence at a right angle northerly 15 feet 9 inches; thence northwesterly along a line which if extended would intersect the easterly line of Steiner Street at a point thereon 76 feet 5 inches northerly from the northerly line of Page street 4 ½ inches, more or less, to a point distant 137 feet 6 inches easterly from the easterly line of Steiner Street; measured along a line drawn at right angles thereto; thence northerly and parallel with Steiner Street 91 feet 9 inches; thence at a right angle westerly 37 feet 6 inches; thence at a right angle southerly 107 feet 6 inches to the northerly line of Page Street and the point of commencement.

Being a portion of Westerly Addition Block No 370.

# EXHIBIT B

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

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Andrew M. Zacks (SBN 147794)  
Mark B. Chernev (SBN 264946)  
ZACKS, FREEDMAN & PATTERSON, PC  
235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
Tel: 415.956.8100  
Fax: 415.288.9755

Attorneys for Plaintiffs  
Peter M. Owens  
Carolyn A. Radisch  
Stephen L. Owens

**SUPERIOR COURT – STATE OF CALIFORNIA**  
**COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION**

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,  
Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,  
Defendants.

Case No.: CGC-14-543437

**DECLARATION OF PETER M. OWENS  
IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL**

Date: November 1, 2016  
Time: 2:00 p.m.  
Dept.: 502  
Judge: Hon. James A. Robertson, II

I, Peter M. Owens, declare as follows:

1. I have personal knowledge of the following facts discussed below and would  
testify truthfully thereto if called to do so.

2. My wife, brother and I bought the six unit building located at 668-678 Page  
Street, San Francisco, California in August 2002. In September 2002 we noticed the four  
occupied units of our intent to remove the building from rental use under the Ellis Act as of

**ELECTRONICALLY  
FILED**  
*Superior Court of California,  
County of San Francisco*  
**10/28/2016**  
**Clerk of the Court**  
BY: CAROL BALISTRERI  
Deputy Clerk

1 January 2003. Following all proper noticing and procedures, three of the tenants moved out of  
2 the building in late 2002 / early 2003. During this time I lived on the property with my brother  
3 Christopher and renovated and sold five of the six units as TIC units by late 2003.

4 3. The remaining unit, first floor unit 670, had been occupied by then 86-year old  
5 Iris Canada since November 1, 1965. As her neighbors, we got to know Iris Canada well and  
6 decided we wanted to find a way to keep her in her longtime home. However, under Ellis Act  
7 removal rules, she was not the allowed to remain as a renter. After a yearlong discussion with  
8 attorneys of alternatives to renting that would not jeopardize our long-term interests, we settled  
9 on the concept of a "life estate" in early 2004. We agreed to finance her purchase of a life  
10 interest in her unit so long as she *"permanently resides as the sole and only occupant"*  
11 (attached as Exhibit A). She would cease to be a tenant paying rent, and instead become an  
12 owner of a recorded property interest repaying a zero interest \$250,000 loan in increments of  
13 \$700 / month. The balance of the loan is forgiven at the time of her death. As explained in a  
14 January 31, 2015 email exchange with her attorney, \$700 / month obligated us to indefinitely  
15 subsidize more than 50% of her home's \$1,500 / month carrying cost for as long as she lived  
16 there. It also testifies to our explicit concern for Iris Canada's welfare—to *"make sure this will*  
17 *work for Iris"* and that *"we care about her well-being"* (attached as Exhibit B).

18 4. By design, the life estate benefited Iris Canada, and Iris Canada alone, so long  
19 as she actually lived there, independently and on her own. Iris Canada understood this  
20 condition and freely agreed to it while represented by excellent counsel. In a January 26, 2005  
21 email between from her attorney, Steve Collier and our attorney Denise Leadbetter (attached as  
22 Exhibit C), attorney Collier reports *"I have reviewed the life estate documents and discussed*  
23 *them with my client."* His outlines his three remaining concerns: payment amount, loan terms,  
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1 and property taxes. There is no expressed concern what-so-ever about the independent living  
2 clause ("*permanently residing as the sole and only occupant*") or about any desire to purchase  
3 the unit. To the contrary, he notes Iris Canada has no assets and a very limited, fixed income.  
4 He is primarily concerned that her estate does not incur any debt or expense that she would be  
5 unable to pay.  
6

7 5. The independent living clause was critical to protecting us against a family  
8 member or other persons unknown to us attempting to claim rights to the unit that were not  
9 theirs to claim. In a second January 31, 2005 email to attorney Leadbetter, I discuss the  
10 significance of the clause "*as long as she permanently resides as the sole and only occupant*"  
11 (attached as Exhibit D). I go on to say "*while this protects us from someone moving in, it*  
12 *doesn't really address the problem of what happens if she reaches the point where she can*  
13 *longer no longer take care of herself.*" After discussing several options, I wonder to what  
14 extent "*a few distant nieces in the East Bay*" would be willing or able to help if she needed it.  
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17 6. It is critical to understand that the media headlines about the alleged  
18 displacement of a 100-year-old widow does not change the fact that there is clear agreement  
19 among the parties that Iris Canada is no longer able to live independently at 670 Page Street (or  
20 anywhere else for that matter)—that she is no longer able to meet the requirement to  
21 "*permanently reside as the sole and only occupant.*" She has simply reached an age where  
22 that is no longer possible.  
23

24 7 As early as 2006, written communications show Iris Canada becoming slowly  
25 less able to live on her own. In a February 15, 2006 email, social worker Sara Madigan of the  
26 Community Health Resource Center reports that while Iris Canada is a pretty functional and  
27 independent 90-year-old, she is experiencing some social withdrawal and minor memory  
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1 issues. She also reports some clutter and hazards in the apartment but Iris said "*her nieces'*  
2 *haven't had time to help her*" (attached as Exhibit E). By January 26, 2009, a letter from Larry  
3 Henderson of Adult Protective Services shows that her situation has declined considerably. He  
4 reports seven documented incidents of the gas being left on or smoke filling the apartment. He  
5 also reports that Iris' niece (also named Iris) "*was supposed to be working on the issue but I*  
6 *have not heard back from her in some time now*" (attached as Exhibit F).

8 8. By the summer of 2012, the situation had gotten so bad that apartment had  
9 become infested with rodents and pests (see full description on page 8 of my October 1, 2015  
10 declaration) and her grand niece, Iris Merriouns, was forced to move her out to live with her in  
11 Oakland. In Iris Merriouns own sworn deposition on October 7, 2015, (answering questions  
12 posed by attorney Mark Chernev) she corroborates that her aunt is simply no longer able to  
13 stay overnight by herself—especially at the Page Street apartment.

15 Q. So when you stay in 9969 Empire Road, your aunt is with you?

16 A. Typically she's with me, and if she has an appointment, she's over here and in  
17 San Francisco, depending on who has the time.

17 Q. Can she stay by herself?

18 A. I don't trust her to stay by herself, especially at the Page Street address  
19 (attached as Exhibit G, Page 32, Lines 15-22)

20 Iris Merriouns again corroborates the inability of her aunt to live on her own under the terms of  
21 the life estate in an April 28, 2016 radio interview on KGO's Brian Copeland Show (the full  
22 audio recording at <https://audioboom.com/posts/4497961-april-28-2016-3pm>). At minute 12:53  
23 of the audio file she suggests her aunt cannot live under the terms of the life estate because "*it*  
24 *is not consistent with a person aging.*" At minute 35:56 of the audio file she goes on to  
25 confirm that the life estate does not work for her aunt and wants the conditions changed "*they*  
26 *(the life estate conditions) have to be (changed).*" While a detailed chronology of the  
27 unoccupied status of 670 Page Street from July 2012 to March 2016 is contained within the  
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1 transcript, the unavoidable conclusion of Iris Merriouns' own testimony is that since 2012 her  
2 aunt has not be able to abide by the condition that she "*permanently reside as the sole and only*  
3 *occupant*" and therefore has been in violation of the life estate for at least four years.

4 9. As a condition to our fellow TIC owners granting permission to have a life  
5 estate interest granted to Iris Canada, we agreed to take full responsibility to ensure Iris Canada  
6 abided by the terms of her agreement. Their permission was needed because TIC buildings are  
7 jointly titled with all owners on the same deed. Thus, in conjunction with granting the life  
8 estate in June 2005, the TIC group executed the 4th Amendment to our TIC Agreement  
9 (attached as Exhibit H). The amendment states that if Iris Canada violates the terms of her  
10 agreement, Carolyn, Stephen and I, the unit's owners, are compelled to "*take all necessary*  
11 *action to revoke Iris Canada's Life Estate and remove Iris Canada.*"

12 10. For more than two years, we have gone to extraordinary lengths and expense to  
13 give Iris Canada every opportunity restore her life estate and even expand it to better suit her  
14 needs. All we have asked in return is her simple cooperation with a condominium conversion  
15 application that her own lawyers and a judge have assured her would have zero impact on her  
16 rights. However, at the insistence of Iris Merriouns, she has consistently refused for reasons  
17 unknown to us until late July 2016 when Merriouns, through her attorney, demanded the forced  
18 sale of the property as a condition of her aunt's cooperation. These efforts are summarized in  
19 my August 24, 2016 "Final Appeal" letter to Iris Merriouns (attached as Exhibit I).

20 11. Whatever hardship exists is entirely of her own making. She has been in  
21 violation of the life estate for over four years. Whether or not she is granted a stay pending  
22 appeal will not change her situation. She is unable to live on her own at Page Street now. She  
23 will continue to not be able to live on her own at Page Street going forward—with or without  
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1 the stay. Nothing changes for her. There is no hardship. Iris Canada is completely free to  
2 continue to not live as the sole and only occupant of 670 Page. While she may complain about  
3 losing a sense of home and memory, there is absolutely nothing in our agreement that obligates  
4 us to forfeit our own use and enjoyment of our property so she can to store her photographs,  
5 furniture and memories and occasionally visit them from her primary residence in Oakland.  
6 Furthermore, any claim of hardship is entirely of her own making. She has always had the  
7 power to cure the violation and restore her rights. Against the advice of her own attorney's in  
8 open court she has consistently refused to act to restore her life estate. She has done so at her  
9 own peril. Unlike Iris Canada, we are not free to act to restore her life estate. She is in  
10 violation. We are compelled to remove her.  
11

12  
13 12. The delayed recovery, continued stays, and tactics and blatantly false  
14 allegations and strategy employed by Iris Canada, and to a greater extent her niece, have  
15 created an enormous financial and emotions hardship for us that continues seemingly  
16 indefinitely. These hardships are material and substantive.  
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18 13. After six frustrating months (including over our 2014 family vacation) of having  
19 our requests to contact Iris Canada to discuss the unoccupied and disheveled state of the  
20 property blocked at every turn by her niece Iris Merriouns, we were compelled by binding  
21 agreement to revoke the life estate and remove Iris Canada. The stress of have to take legal  
22 action against someone you care about without even being able to discuss it with them took an  
23 enormous toll on me. It was especially stressful because the remedy was so incredibly  
24 simple— a signature that would have no impact on her whatsoever. The stress was further  
25 compounded by my professional role as the director of the city office with responsibility of  
26 protecting our most vulnerable citizens. But I was 3,000 miles away and had been cut off from  
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1 all contact for over two years. On December 14, 2014 I sent one last letter on to Iris Canada by  
2 certified mail (it was signed for and received by both Iris Canada and Iris Merriouns) pleading  
3 with her to contact me before I was forced to act (attached as Exhibit I-a).

4 *"I am also afraid my efforts to reach you have been stressful on little Iris. Please*  
5 *apologize to her for me. My only intent has been, and remains, to talk to you about*  
6 *signing the application. But even after three months of trying to communicate thru*  
7 *attorneys, we have failed to make any headway. Because I have not heard from you, my*  
8 *attorney has advised me we have no option left but to file a lawsuit in court. Given our*  
9 *history, this makes me very sad. I remain only a phone call away. I would even be*  
10 *willing to fly out to San Francisco to sit down with you if that would make it easier for*  
11 *you to answer my questions."*

12 But again, nothing but silence in return. I was left with no choice but to initiate legal action.

13 14. That was only the beginning of a two-year nightmare. Iris Merriouns willfully  
14 and knowingly deployed every delay and diversionary trick in the book to drag out proceedings  
15 and force us to incur enormous legal expenses—summarized in attached Exhibit J. By the  
16 spring we had drained our savings and had to refinance the equity in our home to keep up with  
17 expenses. Within few more months we started to compile legal bills that we had no way to pay  
18 and on top of that were facing the additional expense of our eldest child starting college in the  
19 fall. By the end of 2015 our legal bills were in excess of \$100,000—all due to the bad faith of  
20 Iris Merriouns and my failure to secure a simple signature.

21 15. But that is just the opening act of our hardship. More bad faith legal tactics and  
22 changes in attorneys caused further delay and pushed the trial date from December to January  
23 to February to March. The trial finally took place on March 21 and 22. Iris Canada and Iris  
24 Merriouns didn't appear and we were awarded full possession of the unit. Whatever relief we  
25 felt was short-lived. Because she knew she had no chance in a court of law where testimony is  
26 taken under oath and perjury is a felony offense, Iris Merriouns instead choose to litigate her  
27 case in the court of public opinion. After she prevented my attorney access to view the unit  
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1 both in violation of the rules of discovery and *two* separate court orders commanding her to  
2 permit access for months before the trial, days before the first scheduled trial date (which she  
3 eventually filed a Federal Removal specifically to prevent), she cleaned up the apartment,  
4 staged her aunt to look like she had been living there all along and invited the television  
5 cameras to film the alleged travesty of a 99-year-old-widow being thrown out of her long time  
6 home (see summary of activity on page 15, line 13). It was a very convincing story and quickly  
7 spread as a national news story (attached as Exhibit K). We were vilified across the internet.  
8

9       16. The impact of the publicity on our lives was both fierce and swift. We were  
10 completely caught off guard. Goaded on by housing activists, the local media in Vermont  
11 picked it up story. And while the truth was on our side, it was nearly impossible to counter the  
12 powerful but fraudulent story of a 99-year-old widow being evicted. Within 48 hours of the  
13 protests and news stories, I realized I had no choice to but resign from my job as Director of  
14 Community and Economic Development. No matter what the facts were, the association of my  
15 name with such a horrible story was damaging to both the Mayor and my department (attached  
16 as Exhibit L). The loss of my job has cut our family income in half as well as losing our health  
17 benefits. My professional reputation has been severely harmed. This had both an immediate  
18 and severe impact on my ability to support my family. Until the matter is finally settled in  
19 court, the stigma of my association with this unresolved case will continue to create an  
20 enormous hardship to prospects of future employment. Any further delay in the case only adds  
21 to our double jeopardy hardship—mounting legal debt and loss of income.  
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23       17. Adding insult to injury has been the shameless slandering and harassment of my  
24 wife and I by Bay Area housing advocates who couldn't resist making headlines at any cost to  
25 promote the very real problem of vulnerable seniors being displaced in San Francisco by  
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1 unfairly scapegoating us while ignoring the real story—Iris Merriouns’ real estate grab.  
2 Inflammatory social media posts with language and our phone and email addresses resulted in  
3 many hundreds of angry and indignant emails and phone calls (attached as Exhibits M & N).  
4 As the case has dragged out over the summer and fall with stay after stay, activists have  
5 continue to launch personal attacks on us based on lies and misinformation. Any additional  
6 stays will only expose my family and I to further hardship and insult.  
7

8 18. My neighbors on Page Street have also suffered extreme stress, harassment,  
9 economic hardship and disruption of their home life by the actions of Iris Merriouns and the  
10 activists. As they have noted in their declarations, they have been victimized by unjust  
11 harassment and regular protests—people chanting in the street, defacing their property,  
12 screaming in their faces and disrupting their lives (attached as Exhibit O). Not surprisingly, the  
13 protests and media events are some of the only times that Iris Canada has come to the property  
14 over the past five months. After the media leaves, Iris Canada and her family get back in Iris  
15 Merriouns’ car and drive back to Oakland. Ironically, my neighbors are all folks who cared for  
16 and looked after Iris Canada for the many years she was lived among them. All they have  
17 asked is that Iris Canada uphold her agreements and do them no harm.  
18  
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20 19. Iris Merriouns herself has personally attacked and harassed me for over two  
21 years. She has accused me of forgery, fraud, theft, breaking and entering, lying, elder abuse  
22 and cruelty. She filed a criminal complaint against me in May 2015 (a full year after the  
23 alleged incident) that forced me to hire a criminal defense attorney and incur added expense.  
24 The charges were all baseless and nothing ever came of them. She further accused me of  
25 “slavery” and “putting a rope around her aunt’s neck” in the San Francisco Chronicle (attached  
26 as Exhibit P). Despite these affronts, I have always strived to work in good faith and remain  
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ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 respectful and understanding in the face of her continual bad faith and scheming. I believe my  
2 long record of reasoned communication with her reflects this. However, enduring such  
3 assaults has been emotionally stressful and damaging. I have lost a lot of sleep and suffered  
4 great hardship. Any additional stays will only enable her to continue her campaign of  
5 intimidation and bullying in pursuit of property rights that are not hers to take.  
6

7 20. Finally, the dragging out of court proceedings since the March Judgment is  
8 exacting a mounting emotional and financial toll on my family and myself. Over the past six  
9 months I have worked nearly full time trying to bring this conflict to resolution. I have made  
10 several good faith trips to San Francisco to attempt to negotiate a settlement. I have spent  
11 hundreds of hours pleading a path of reason and resolution to community leaders, clergy,  
12 elected officials, activists, the media and virtually anyone else who will listen. My attorneys  
13 have spent the better part of three months attempting to negotiate settlement and another two  
14 months attempting to execute the writ of possession in the face of stay after stay. In 2016, we  
15 have incurred additional legal debt well in excess of \$100,000 bringing our total costs close to  
16 \$250,000. Given a simple remedy has been available to Iris Canada all along that is simply  
17 insane. Without a job, I am planning to move to San Francisco to renovate our property with  
18 sweat equity as soon as we have possession of the unit. Given her age and circumstance, there  
19 is no reasonable possibility that Iris Canada could ever again meet the life estate condition of  
20 "*permanently residing as the sole and only occupant of the premises*" even if all her appeals  
21 were upheld. In light of this, it is simply not fair to continue to deny us the economic use of  
22 our property that was awarded to us in March in the face of our extreme economic hardship.  
23 Any additional stays will only further increase the burden of our already massive hardship.  
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1           21.     The two years of correspondence that follows demonstrates beyond any  
2 reasonable doubt that Iris Canada moved out of her unit in July of 2012, has been in continuous  
3 violation of the life estate ever since. There is simply no getting around that fact, and the  
4 allegations now regarding a forced sale still do not dispute this evidence. The email record and  
5 chronology clearly shows she was not away on vacation or temporarily in the hospital; up until  
6 March 2016, she was simply not there. This fact is further corroborated by the declarations of a  
7 number of people who lived in the building for the past four years submitted separately.  
8

9           22.     July 12, 2012 email conversation between myself and Michel Bechirian  
10 discussing our alarm and concern over the disappearance of Iris Canada with mail piling up at  
11 her door (attached as Exhibit Q).  
12

13           23.     September 23, 2012 email to Iris Merriouns recounting our recent conversation  
14 where she reported that Iris Canada had been "temporarily" moved out and was living with  
15 family while a rodent and pest infestation was cleaned up (attached as Exhibit R).  
16

17           24.     August 17, 2013 a frustrated email to Iris Merriouns asking for a status report  
18 on Iris Canada who had now been gone from the apartment for over a year and is four months  
19 behind in loan payments. I had not heard a word from either Iris since the previous September  
20 (attached as Exhibit S).  
21

22           25.     September 3, 2013 email chain from Iris Merriouns reporting back that  
23 payments had been delayed as she had been sick and out of the country for three months. She  
24 does not respond to my clear request on when or if Iris Canada would return to the unit  
25 (attached as Exhibit T).  
26

27           26.     December 3, 2013 email chain with Chris Beahn (who resides above Unit 670)  
28 and Iris Merriouns concerning the need to gain entry to unit to install a carbon monoxide

1 detector in the unoccupied unit (attached as Exhibit U). She promises to do it on the weekend.  
2 At this point, to the best of my knowledge, Iris Canada has not set foot in the apartment for a  
3 year and a half and she had still offered no response to my request for an update on the status  
4 of Iris Canada.

5 27. March 17, 2014 email chain with Michel Bechirian (long time neighbor) and  
6 Iris Merriouns concerning access to the unit (now unoccupied by Iris Canada for 21 months)  
7 for a site survey on April 20th. Although Iris Merriouns promised to show up, she was a no  
8 show and Michel used the emergency key to gain access to the unoccupied unit (attached as  
9 Exhibit V).  
10

11 28. June 26, 2014 email to Iris Merriouns summarizes my face to face meeting in  
12 Oakland with her and Iris Canada in late May immediately following my inspection of the unit  
13 at 670 Page Street (attached as Exhibit W). During that inspection, I directly observed an  
14 apartment that had been unoccupied for a very long time. All the water in the toilet bowl had  
15 evaporated, the kitchen calendar showed July 2012, and the apartment was in complete  
16 disarray with rodent traps everywhere and the rear door being blocked by piles of putrid urine  
17 soaked carpeting and debris. During our meeting Merriouns asked me not to discuss the state  
18 of the apartment with her aunt because *"it would upset her."* Merriouns also confirmed Iris  
19 Canada was living with her in Oakland and going to an Oakland Senior Center while she was  
20 at work. She also told me Iris Canada could not be left alone and that was very stressful for  
21 her. In the follow up email, I ask for her Oakland address so I can send her a card. I advise her  
22 that work needs to be done on the unit, that we assume she still wishes to retain her rights, and the  
23 prospective sub-division of the building as condominiums required Iris to sign paperwork that  
24 would have no impact on her life estate rights. She never responded.  
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1           19.     September 14, 2014 email to Iris Merriouns summarizing three months of  
2 efforts to reach Iris Canada and describing my frustration at her complete unresponsiveness  
3 (attached as Exhibit X). *"As you know, I have been unsuccessful in my attempts to contact*  
4 *your great Aunt Iris Canada thru you since mid June. A full transcript of those efforts are*  
5 *included below. As I explained in numerous emails, texts, and voicemails, I need to speak with*  
6 *Iris about: 1) executing some paperwork; 2) the code work being done at 670 Page; and 3) the*  
7 *status of her Life Estate. Due to the lack of response, I have handed the matter over to our*  
8 *attorney (Andrew Zacks)."* Again, there was no written response but she did call me to  
9 complain about the removal of debris that had been blocking the back egress door in late May  
10 per the instructions of the San Francisco Department of Building Inspection inspector and  
11 reiterated in his final inspection report. It was clear she had not even set foot on the property  
12 since late May despite my face to face report on the state of disarray in the apartment. It had  
13 now been 26 months since the unit was occupied by Iris Canada.  
14

15           20.     September 17, 2014 email to Iris Merriouns following up on phone conversation  
16 (attached as Exhibit Y). She called in response to a communication from attorney Zacks  
17 requesting 1) she contact him concerning the condominium conversion process, confirming 2)  
18 Iris Canada's assistance would have no impact on her rights and informing her 3) that if she did  
19 not choose to respond, we would be forced to invoke our rights under the life estate. I confirm  
20 in my email there would be no need for further involvement of attorneys if she cooperated.  
21

22           21.     September 21, 2014, follow up email to Iris Merriouns in which I notified her  
23 that due to her lack of response, I was referring the matter back to our attorney (attached as  
24 Exhibit Z). I once again requested contact information for Iris Canada. Again no response.  
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1           22.     October 1, 2014 email from Michel Bechirian on behalf of the TIC group  
2 advising me that if cooperation was not secured soon, the TIC group would compel me to  
3 *"take all necessary action to revoke Iris Canada's Life Estate and remove Iris Canada"* as we  
4 are obligated to do by the Fourth Amendment to our TIC Agreement if Iris Canada violates the  
5 life estate agreement (attached as Exhibit AA). It was now clear she had been in violation of  
6 the life estate for more than two years by her failure to permanently reside as the sole and only  
7 occupant.

8  
9           23.     October 14, 2014 email from Geoff Pierce (common wall neighbor to 670 Page)  
10 reporting Iris Canada in the building for the first time in more than two years. *"Iris is in the*  
11 *building. I REPEAT. Iris is in the building."* In a follow-up email that evening, he recounts his  
12 strange conversation with Iris Merriouns (*"young Iris"*) and wonders why she is *"bringing Iris*  
13 *all the way over (from Oakland) to do a dog and pony show"* (attached as Exhibit BB).

14  
15           24.     November 15, 2014 email from Geoff Pierce with photo of Iris Canada's front  
16 door with a week of unclaimed UPS delivery notices. From October forward, the building  
17 occupants are paying particular attention to when either Iris is seen on the property. He reports  
18 the niece came alone for a short time with another woman (attached as Exhibit CC).

19  
20           25.     December 19, 2014 email from Michel Bechirian reporting both Irises arriving  
21 at the building at 9:30 pm. Alex Apke (another longtime neighbor) reports them both leaving  
22 30 minutes later (attached as Exhibit DD). This the second time Iris Canada has been on the  
23 property for a short time that fall. The unit has now been unoccupied for a full two and half  
24 years.

25  
26           26.     May 8, 2015 email from Geoff Pierce reporting the arrival of both Irises at the  
27 building for 2.5 hours and the arrival of the process server (attached as Exhibit EE). Since  
28

1 December, Iris Merriouns had been playing a cat and mouse game with our attorney Mark  
2 Chernev to cause delay, pile up our legal expenses, and avoid being served legal papers.

3 27. October 7, 2015 email to Mark Chernev forwarding report of both Irises staying  
4 overnight in the unit on the night of October 6<sup>th</sup> in advance of Iris Merriouns October 7<sup>th</sup>  
5 deposition (attached as Exhibit FF). The email chain also reports the retrieval of legal notices  
6 that had been piling up at the door since August 20<sup>th</sup>. To the best of my knowledge, this is the  
7 first time Iris Canada had stayed overnight in the unit in 39 months—over three years—and  
8 only the fourth time she had been on the premises in that period. She has never been there by  
9 herself. She is clearly not permanently residing as the sole and only occupant.

10 28. November 22, 2015 email from Geoff Pierce to Mark Chernev reporting both  
11 Iris Canada and Iris Merriouns in the building that evening with a cleaning crew (attached as  
12 Exhibit GG).

13 29. March 4, 2016 email exchange with Geoff Pierce, Alex Apke, and Mark  
14 Chernev in which Alex reports seeing both Irises carrying bags and suitcases into the building  
15 several times in the last 2-3 weeks. Geoff reports hearing *"more activity in there than I have*  
16 *ever heard in the past 5 years."* I worry that they are staging the apartment to make it appear  
17 as though Iris Canada is living there just before the trial date (attached as Exhibit HH). Mark  
18 responds that because of the defendant's refusal over 15 months to allow inspection to  
19 evidence that Iris Canada had been living there resulted in discovery sanctions that should  
20 prevent any kind of evidentiary bait and switch in the court room. Previously referenced  
21 Exhibit J provides a full accounting of all the delay tactics and bad faith employed by Iris  
22 Merriouns over a year and a quarter of legal proceedings.  
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1           30.     March 9 & 10, 2016 emails from Alex Apke and Geoff Pierce reporting an  
2 unknown person is now living in the unit for unknown reasons (attached as Exhibit II & JJ).  
3 They have seen him coming and going and include a photograph of a package addressed to him  
4 being to delivered to the unit. He is reported to have been staying with Iris Canada at the unit  
5 for several days.

6  
7           31.     March 14, 2016 email from Geoff Pierce reporting Comcast Truck installing  
8 cable service at 670 Page Street just days before the trial date (attached as Exhibit KK). All of  
9 this sudden flurry of activity after four year of nothing is clearly part of staging the apartment  
10 for the purposes of trying her case in the court of public opinion rather than a court of law  
11 where perjury is a felony.

12  
13           32.     The trial occurred on March 21-22. The court issued a Judgment in our favor  
14 terminating the Life Estate, foreclosing the Deed of Trust and awarding us full possession of  
15 670 Page Street (attached as Exhibit LL). It additionally granted our Motion for Summary  
16 Judgment (attached) finding that, based on the evidence presented, "*Defendant Iris Canada*  
17 *has failed to permanently reside at the premises as the sole and only occupant*" (attached as  
18 Exhibit NN). The verdict is entirely consistent with record evidenced by the nearly four years  
19 (from 2012 to 2016) of emails and communications described above.

20  
21           33.     From April thru the end of August—five months—we bent over backwards  
22 again and again to restore the life estate and bring the matter to mutually agreeable conclusion.  
23 Our efforts were blocked at every turn by the bad faith actions of Iris Merrriouns.

24  
25           34.     In mid-April, in response to the defendant's Motion for Relief of Forfeiture, in  
26 advance of the ruling we offered the defendant full relief in exchange for cooperation on the  
27  
28

1 condominium conversion. In the courtroom, against the advice of both of her attorneys, Iris  
2 Merriouns pressured Iris Canada to refuse.

3 35. On April 27, 2016, the court, determining that the violation was *not* "grossly  
4 negligent, willful or fraudulent" granted to the defendant's Motion for Relief of Forfeiture  
5 (attached) subject to the Defendant compensating our legal fees and complying with the life  
6 estate terms (attached as Exhibit MM). Again we offered to waive the ordered legal fees in  
7 exchange for cooperation on the condominium conversion (attached as Exhibit OO). Again,  
8 against the advice of both of her attorneys, Iris Merriouns pressured Iris Canada to refuse.  
9

10 36. After listening to a radio interview with Iris Merriouns on the Brian Copeland  
11 show, I optimistically concluded that the whole conflict MAY have been rooted in a basic  
12 misunderstanding of the life estate by Iris Merriouns. On May 28, 2016 I took the initiative to  
13 write to Iris Merriouns and request a meeting (attached as Exhibit PP). I travelled to the west  
14 coast to meet with Iris Canada, Iris Merriouns and her father in early June for over two hours to  
15 better understand their concerns. Based on that conversation and a second conversation with  
16 Iris Merriouns two days later from the airport, it was my belief we would be able to reach a  
17 settlement.  
18  
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20 37. Despite the arrival of a new attorney (now the defendant's 10<sup>th</sup> attorney),  
21 Dennis Zaragoza, I continued to encounter more non-responsiveness to my emails and phone  
22 calls. Finally, on June 30, 2016 I sent a letter directly to Iris Canada outlining settlement terms  
23 that I understood to address every possible issue they had raised with the goal of settling prior  
24 to Iris Canada's 100<sup>th</sup> birthday on July 13<sup>th</sup> (attached as Exhibit QQ). Despite promising  
25 otherwise, Iris Merriouns refused to let me visit with her aunt after travelling across the  
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1 country to wish her a happy birthday. However, I retained some slim hope that settlement  
2 discussions might still be successful.

3 38. Over the course of many communications between attorney's in the month of  
4 July, we agreed to several other requests including setting aside the judgment and offering Iris  
5 Canada the right of first refusal. However, in late July it became apparent that the defendant  
6 had a new condition—she was going to insist on a forced sale at a deeply discounted price  
7 despite having been told in our face to face meeting in June that was not acceptable us. Mark  
8 Chernev replied as such in his August 4, 2016 letter (attached as Exhibit RR).

9  
10 39. On August 8, 2016 Iris Merriouns violated our good faith agreement to refrain  
11 from any further legal action during settlement discussions by filing a notice of appeal  
12 contesting the legal fees that we had already offered to waive for the past three months. This  
13 was a huge disappointment. On August 9, 2016 I wrote back to her to express my dismay at  
14 her action and my understanding that she was no longer interested in settling (attached as  
15 Exhibit SS)  
16

17  
18 40. On August 10, 2016 the court granted our motion finding non-compliance with  
19 condition of relief and compelling execution of writ of possession "*promptly and without*  
20 *delay*" (attached as Exhibit TT)

21 41. Despite this ruling in our favor, we delayed serving the sheriff until the end of  
22 the month in order to give the defendant every possible chance to drop her demand for a forced  
23 sale of our property. On August 24, 2016, I sent out a "*Final Appeal for Iris Canada*" to Iris  
24 Merriouns and cc'd anyone and everyone I could think of in the Bay Area that might be able to  
25 exercise some influence over this matter including the Bishop of her church, her family,  
26 housing activists, the media, the District Attorney, the Mayor and the Board of Supervisors  
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1 (attached and previously referenced as Exhibit I on page 5). Despite multiple follow up  
2 communications with Iris Merriouns between attorney Chernev and attorney Zaragoza, she  
3 refused to withdraw her forced sale demand and we proceeded with re-possession of the  
4 unoccupied unit as promised in my letter in early September.

5  
6 42. Despite the benefit of nearly two months of additional time in September and  
7 October due to multiple court granted stays, the defendant has still declined to bring forward a  
8 settlement offer without a forced sale demand.

9  
10 43. On September 18, 2016 I sent a certified letter to Iris Canada at 670 Page Street  
11 in San Francisco telling her that *for more than two years I literally done everything within my*  
12 *power to get you back home* and how badly I felt that the actions of her niece had denied her  
13 the chance to return home and created needless stress in her golden years (attached as Exhibit  
14 UU). The US Postal Service letter reported on October 21, 2016 that the letter had been  
15 returned after 21 days as undeliverable due to no recipient at the address and expiration of  
16 holding period (attached as Exhibit VV)—a final testament to Iris Canada's continued failure  
17 to permanently reside at the sole and only occupant at 670 Page Street.

18  
19 44 Finally, my declaration addresses allegations that 1) the life estate was a ruse to  
20 avoid future disqualification from condominium conversion and 2) that Iris Canada was  
21 unfairly denied the opportunity to purchase her unit outright.

22  
23 45. The allegation that we opted for the life estate to avoid a disqualification on a  
24 future application for condominium conversion is a complete fabrication and would have been  
25 impossible because the legislation restricting condominium conversion of buildings with  
26 certain evictions was still more than three years in the future. In early 2003 all tenants except  
27 Iris Canada moved out due to termination of their tenancy under the Ellis Act. Because our  
28

1 desire was to avoid displacing Iris Canada if at all possible, we voluntarily granted her an  
2 extension and spent a year and a half to drafting, revising and executing the life estate with her  
3 attorney, Stephen Collier of the Tenderloin Housing Clinic.

4 46. In a January 26, 2005 email attorney Collier reports *"I have reviewed the life*  
5 *estate documents and discussed them with my client"* and identifies three remaining concerns:  
6  
7 1) monthly payment amount, 2) loan repayment terms, and 3) property taxes—none are related  
8 to condominium conversion (attached as previously referenced Exhibit C on page 3). In my  
9 January 31, 2005 email to our attorney Denise Leadbetter, I summarize our good faith intent to  
10 protect the welfare of Iris Canada. *"It has always been our interest to make sure this will work*  
11 *for Iris. We realize that she doesn't have any financial reserves or much in the way the way of*  
12 *family to fall back on. We have gone to great lengths to work out a resolution that allows her*  
13 *to stay in her home on very reasonable terms for the rest of her life. And lastly, we are fond of*  
14 *Iris. We care about her well-being. I visit her whenever I am in San Francisco. I check up on*  
15 *her regularly with the help of our TIC partners who live in the building. And we will continue*  
16 *to do that"* (attached as previously referenced Exhibit B on page 2). As previously referenced  
17 on page 9, Iris Merriouns, has publically characterized our efforts on her aunt's behalf as  
18 equivalent to *"slavery"* and *"putting a rope around her neck."*  
19

20  
21 47. The life estate was initially conceived in late 2003 executed and executed on  
22 June 15, 2005. It was granted nearly a full year before adoption of the so-called "Peskin" law  
23 *"amending the Subdivision Code to add Section 1396.2 to prohibit condominium conversion*  
24 *for a building where specified evictions occurred"* that created the retroactive May 1, 2005  
25 date for eviction notices (no fault) for two or more tenants or one or more senior/disabled  
26 tenants (attached as Exhibit WW). The amendment was introduced on April 4, 2006 and was  
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1 adopted on May 22, 2006. Furthermore, the parties had agreed to the life estate in concept in  
2 early 2004—well over two years ahead of the legislation. Finally, all four tenants had been  
3 served eviction notices on September 4, 2002 and three had moved out. Because two or more  
4 tenants had been already evicted, whether or not Iris Canada was also evicted would have had  
5 no bearing on any prospective disqualification of the building from conversion per Section  
6 1396.2 of the Subdivision Code. The allegation is fully invented and without merit.

8 48. A second allegation that we unfairly denied the right of Iris Canada to purchase  
9 her unit is also total fabrication, without merit or basis, and offered solely to advance Iris  
10 Merriouns' goal to force a sale of the unit for her personal gain and profit. First, there never  
11 has been a "right to purchase" associated with Ellis Act removals or sale of TIC units. None of  
12 the existing tenants in 2002 had the right to purchase including Iris Canada. Secondly, the five  
13 TIC units were all publically advertised for sale including signs on the building. All the tenants  
14 were free to buy any of the TIC units. But no tenant (including Iris Canada, her family or her  
15 attorney over more than three years of discussions) ever expressed any interest in buying a TIC  
16 unit. Iris Canada's unit never came on the market because instead of evicting her and selling it,  
17 we voluntarily offered a life estate ownership interest, for the sole benefit of Iris Canada, while  
18 retaining our long term ownership of the unit after she passed. She gratefully accepted.

21 49. Thirdly, there was and remains today no imaginable scenario by which Iris  
22 Canada, who attorney Collier reports in his email to have no assets and a monthly income of  
23 \$1,181 / month, could ever buy the unit by herself. And why would she? She already has what  
24 elderly folks on a fixed income need—affordable and secure housing. For well over a decade,  
25 we have subsidized her ability to live in her large 2-bedroom apartment for \$700 / month—a  
26 tiny fraction of the monthly payment required to buy it outright—and more importantly  
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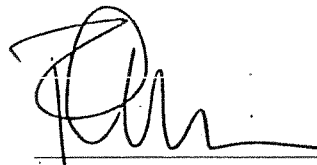
1 something she could realistically afford. Iris Canada would need someone else's money to buy  
2 the unit outright. The only possible beneficiary of a 100-year old woman buying the unit  
3 outright would be someone other than Iris Canada.

4 50. Finally, any purchase rights associated with condominium conversion are  
5 restricted to renters. Iris Canada is explicitly not a renter. As the attached Title Report shows,  
6 she owns a recorded Life Estate property interest with a recorded Deed of Trust and  
7 Promissory Note (attached as Exhibit XX). Our May 2014 application submitted without Iris  
8 Canada's signature because the unit was unoccupied was deemed incomplete by San Francisco  
9 DPW because we did not have the signatures of all the titled owners, specifically Iris Canada  
10 (attached as Exhibit YY). As a holder of a titled interest, she is not a renter and has no right to  
11 purchase. And even if she was a renter (she is not), the May 2014 application holds no  
12 obligation to sell to the unit to Iris Canada. The application showed the unit unoccupied. It was  
13 never signed by Iris Canada. The application was never accepted by DPW as complete due to  
14 the missing owner signature and the subsequent refusal of Iris Canada to grant it. DPW has  
15 since changed forms and the old one is defunct.

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

18 DATED: October 28, 2016

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PETER M. OWENS

**FAXED**

# EXHIBIT C

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SAN FRANCISCO, CALIFORNIA 94104

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8 Attorneys for Plaintiffs  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 **SUPERIOR COURT – STATE OF CALIFORNIA**

13 **COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION**

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,

22 Defendants.

Case No.: CGC-14-543437

**DECLARATION OF ALEXANDER APKE  
IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL**

Date: November 1, 2016  
Time: 2:00 p.m.  
Dept.: 502  
Judge: Hon. James A. Robertson, II

23 I, Alexander Apke, declare as follows:

24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so. I have lived at 676 Page Street, San Francisco,  
26 California on a full time basis for approximately 4 years. My residence is located 2 floors  
27 above and one over from 670 Page Street, which was Iris Canada's unit. 676 Page Street is my  
28 full time and only residence.

**ELECTRONICALLY  
FILED**  
*Superior Court of California,  
County of San Francisco*  
**10/28/2016**  
**Clerk of the Court**  
BY: CAROL BALISTRERI  
Deputy Clerk

1           2.       When I first moved into 676 Page Street, I would regularly see Iris Canada at  
2 least 3 times a week. She opened the door to her unit 670 Page Street whenever someone  
3 opened the building front door or when I walked down the stairs and past her unit. We used to  
4 have conversations about the weather, recently visiting friends and relatives, and her home.  
5 Particularly she liked talking about when she moved from the top floor of the building down to  
6 670 Page Street. I always helped her bringing the mail from the mailboxes on the ground floor,  
7 up to her unit on the first floor.  
8

9           3.       Iris Canada had regular Meals on Wheels deliveries that suddenly stopped, and  
10 deliveries of what appeared to be medicine sat in front of her door for months. Both the  
11 stopping of meals and the drug deliveries piling up occurred in the summer of 2012. At the  
12 time, everyone in the building asked each other when we had last seen Iris Canada. I distinctly  
13 remember someone coming to visit Iris Canada at the time, and I couldn't help them, telling  
14 them that I hadn't seen her in a while.  
15

16           4.       In the past 4 years, I have only seen Iris Canada in or around the building  
17 perhaps a total of 6-7 times. She has stayed overnight in the building maybe at most three  
18 times, usually leaving with Iris Merriouns early the next day.  
19

20           5.       Since I primarily work from home, over the past 4 years, I have been able to  
21 observe Iris Merriouns pick up Iris Canada's mail or other deliveries relatively infrequently,  
22 initially every few months or so, and only increasing to approximately once a month in the past  
23 year or so. I have also seen Iris Merriouns intercept the mail person to get the mail without ever  
24 stepping into the building. I have never seen Iris Canada with Iris Merriouns whenever the mail  
25 was removed from the premises.  
26  
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1           6.       On May 6th, 2015 and separately on January 9th, 2016 I noticed that all the  
2 lights to 670 Page were off and looked at the 670 Page Street PG&E electricity meter in the  
3 garage said there was no service, all the other meters to other units had service. The power was  
4 subsequently restored the next day in each case, but not before someone shows up from  
5 somewhere else, without a sighting of Iris Canada. In one instance, I saw Iris Merriouns leave  
6 the building, in another I only heard that one of the other residents of the building saw the door  
7 ajar and heard noises from inside the unit.  
8

9           7.       On March 14th, 2016, a Comcast truck was in front of the building to install  
10 service at 670 Page Street. This was about 5 days before someone with a camera showed up,  
11 presumably to take pictures of Iris Canada watching tv in her home. Not long after I read a  
12 news article or blog post showing a photo of Iris Canada and a TV in the background with a  
13 comment stating that one of her hobbies is watching TV. The year before, around October  
14 15th, 2015, Comcast was required to move their outdoor cable service box at our building 668-  
15 678 Page due to it blocking the new construction project at 690 Page Street at the time. The  
16 only unit in the building that had active cable service was 674 Page Street when the box was  
17 relocated.  
18  
19

20           8.       On September 12th 2016 at 9:04 pm, two days before the sheriff was scheduled  
21 to reposes 670 Page and 5 days after the undisturbed posting was on the door, I heard the  
22 building door and then a few seconds later a mailbox open. I rushed down the stairs from my  
23 unit and noticed that the sheriff's posting was removed, and quickly snapped a photograph of  
24 the apartment door without the posted notice. While I was going down the stairs I heard mail  
25 being ruffled, and the building door open and close again just about when I took the picture.  
26 About 30 minutes later at 9:33 pm, I was leaving the building and ran into both Iris Canada and  
27  
28

1 Iris Merriouns, they were at the building door just when I opened it. Immediately upon Iris  
2 Merriouns seeing me, she angrily asked "Can I help you?", I said no as I continued to exit the  
3 building. Iris Canada did not appear in distress at the time, and was being helped into the  
4 building by Iris Merriouns. The building door closed behind them, and I took out my phone, re-  
5 opened the building door, and took a picture of both Iris' walking up the stairs without the  
6 sheriff's notice on the front door of 670 Page Street unit. 10 minutes later, my wife Anna calls  
7 me to get back home ASAP since the paramedics were at and in the building. I rushed home,  
8 saw the ambulance and heard the paramedics inside 670 Page Street. Both front doors were  
9 open, to the building and 670 Page. I continued upstairs back to my unit and later came back  
10 down to walk my dog. The paramedics were still in 670 Page and as I was walking down, I  
11 briefly heard the paramedics say that they would be taking Iris to the hospital for observation.  
12 As I was walking the dog, I saw the ambulance leave and saw Iris Merriouns get into her car,  
13 which was parked in front of a fire hydrant, and drive away.  
14

15  
16 9. The inability to condo convert has impacted my family in a number of ways. I  
17 am unable to get a fixed mortgage as Tenancy In Common mortgages are only available as  
18 adjustable rate and also have significantly higher interest rates compared to standard 30 year  
19 fixed mortgages. Not only do I pay more, but I will have to worry about the Federal Reserve  
20 Bank interest rate increases. I also will be required to refinance every few years to avoid large  
21 ballooning interest rates on my mortgage. My two year old daughter is nearly ready to enter  
22 school, but I am concerned about having the financial stability to be able to save for school,  
23 other learning expenses, and later even college tuition. This also is a concern with being able to  
24 save for retirement.  
25  
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27  
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1           10. With the behavior and general negativity of Iris Merriouns, I am concerned with  
2 the welfare of my home and family. I especially worry anytime I leave the building that  
3 something might happen when I am not home. My first interaction with Iris Merriouns, was  
4 when Iris Canada disappeared and everyone was wondering what happened to her, it set the  
5 tone for all future encounters. I simply asked what happened to Iris Canada, we hadn't seen her  
6 in a while, and the acrimonious response from Iris Merriouns was, "I don't know you", and  
7 initially didn't want to answer at all, and then said she was fine.  
8

9  
10           11. There have been 2 separate incidents where the media and a number of tenant  
11 rights advocates, have picketed in front of our building. Both times, I was concerned about  
12 what some of these people were capable of doing, not only during the protests, but later even  
13 after they left, many of them seemed angry enough to escalate their actions beyond the protest  
14 alone. Many of the protestors were not peaceful as they claimed they would be. Making  
15 statements that I wouldn't want my or any other child to hear, yet my daughter could and did  
16 hear it.  
17

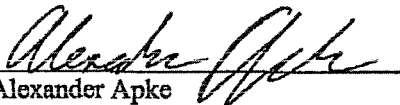
18           12. The most recent of the two protests on September 22nd. There was a very large  
19 protest of over 100 people. At least 5 or possibly more individuals trespassed on my roof to put  
20 up a very large banner, and despite me telling them that they were trespassing and that they  
21 needed to take down their banner. They ignored my request, and continued with their rally.  
22  
23 Even after going onto the roof to take down their banner, I was chased by one of the protesters  
24 who demanded their banner back. A policeman that saw what happened and was less than 15  
25 feet away from the incident told the protester that they needed to get down off of my roof  
26 before they would get their banner back. A minute or two later, the same person jumped over  
27  
28

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235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 or crawled under a fence into my back yard to take the banner, and subsequently trespassed on  
2 my roof again to put up the same banner. When I went on the roof to once again attempt to take  
3 the banner off of my home, this time they had reinforcements, and didn't take it down until  
4 after the mob started moving down the street. In fact, our garage was broken into the next  
5 morning after the protest on September 23<sup>rd</sup>, suspiciously. While we can't be sure that the two  
6 events are linked, in the 5 years I have lived at 676 Page, this is the first time we ever had a  
7 break-in, less than a day after a large protest at the building. In particular, as a result of the  
8 trespassing and actions of the protestors, I am concerned for the safety of my home and family.  
9

10 I declare under penalty of perjury of the laws of the State of California that the  
11 foregoing is true and correct.  
12

13 DATED: September 26, 2016  
14

15   
16 Alexander Apke  
17

18 FAX SIGNATURE  
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# EXHIBIT D

Andrew M. Zacks (SBN 147794)  
Mark B. Chernev (SBN 264946)  
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Attorneys for Plaintiffs,  
Peter M. Owens  
Carolyn A. Radisch  
Stephen L. Owens

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**10/28/2016**  
Clerk of the Court  
BY: CAROL BALISTRERI  
Deputy Clerk

SUPERIOR COURT – STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,  
Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,

Defendants.

Case No.: CGC-14-543437

**DECLARATION OF CHRISTOPHER  
BEAHN IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL**

Date: November 1, 2016

Time: 2:00 p.m.

Dept.: 502

Judge: Hon. James A. Robertson, II

I, Christopher Beahn, declare as follows:

1. I have personal knowledge of the following facts discussed below and would testify truthfully thereto if called to do so. Along with my wife, and our 2 children, I live at 674 Page Street, San Francisco, California. I have been residing at that address on a full time basis for approximately 8 years. My residence is located directly above 670 Page Street, which was Iris Canada's unit. 674 Page Street is my full time and only residence.

1           2.       Seeing Iris Canada several times per week was a normal part of our lives. She  
2 popped her head out whenever someone would come up the stairs, asking for help getting her  
3 mail or just chatting. She loved to pet our dog, and talk about her years living in the building  
4 with her husband James. She would show us his artwork and spoke about how he was a welder.  
5 Then in July 2012, we were unable to get Iris to answer her door, and were understandably  
6 concerned. We eventually discovered that her niece Iris Merriouns had removed Iris Canada to  
7 Oakland due to the state of the apartment. We did not see Iris Canada again until late 2015.

9           3.       The following are some examples of why we believe 670 Page Street was  
10 unoccupied completely between July 2012 and late 2015. These are also why we believe Iris  
11 Canada still does not reside in 670 Page Street.

13           4.       We never saw Iris Canada. There was no discernable activity or sounds  
14 emanating from the unit. Aside from some hired cleaners in July of 2012, we did not see  
15 anyone remove garbage or recycling from the unit. The regular delivery of Meals on Wheels  
16 ceased. There was no indication of regular mail service.

18           5.       In December 2015, a loud beeping consistent with a smoke detector low battery  
19 alert began sounding from 670 Page. It was clearly audible within the common stairwell and  
20 within our own unit. This noise went on for more than a month before someone stopped by the  
21 unit and fixed the issue.

23           6.       We have a dog who requires multiple walks per day. So every night for the last  
24 8 years I have taken him out after 9:00 PM for his final walk. For the first several years, we  
25 would always hear the tv and see the flicker of its lights in Iris Canada's living room windows.  
26 Then in July 2012, it became clear that the tv was no longer being turned on, and that the lights  
27 in the unit never changed. The same lights were on for months at a time, with no adjustment or  
28

1 change. If a light would go out, it would be out for months, presumably until a lightbulb was  
2 changed, and then would come back on.

3 7. As many seniors are apt to do, Iris Canada's heat was always on. So much so,  
4 that we barely used our own furnace for the first 4 years we lived in the building. This was  
5 apparent due to the heat rising into our unit through the floors, as well as the furnace clearly  
6 being on in the shared garage space where they are housed. The furnace and blower were  
7 constantly running and clearly audible, and the temperature in the garage was constantly quite  
8 warm. After July 2012, it became clear that the heat within 670 was no longer on. Our own  
9 apartment returned to a normal temperature, as did the garage. I noted the furnace was clearly  
10 no longer running whenever I was in the garage.

11 8. On several occasions, packages or letters were left in front of the door of 670  
12 Page. These remained untouched for weeks or even months at a time.

13 9. When we did begin to see Iris Canada again starting in late 2015, it was only a  
14 handful of occasions when she would be brought to the building by her niece Iris Merriouns.  
15 These seemed to coincide with a reporter or camera crew coming to the apartment, and did not  
16 last more than a few hours. In 2016 Iris Canada began returning for overnight stays, although  
17 these also seemed to coincide with media events or protests outside of the building. She never  
18 stayed more than a night or two, excepting one point when she seemed to have a live-in  
19 caregiver in March. This did not last long, and soon the apartment was again inactive. Within  
20 the last few weeks, Iris has been in the apartment more often.

21 10. We know when Iris Canada is in the building due to either seeing her or her  
22 caregivers (usually Iris Merriouns), noting the tv/lights changing when we pass the apartment,  
23 hearing and feeling her furnace being on, and by the smell of cigarette smoke in our apartment.  
24

1 The cigarette smoke is particularly strong, and is of concern for our children. (Note: I assume  
2 the cigarette smoke is coming from a caregiver, since we never saw or smelled smoke from Iris  
3 Canada when she did live in the building.)

4 11. Based on my having lived at 674 Page Street for 8 years, and having observed  
5 the comings and goings, sounds, use of the furnace, lack of changes in lighting and general  
6 neighborly observations on an almost daily basis, I am firmly convinced that Iris Canada has  
7 not resided at her residence with any consistency since approximately July 2012.

8 12. Since the end of 2015, the court case between Peter Owens et al. and Iris  
9 Canada has resulted in a toxic environment at the building, especially when Iris Merriouns has  
10 been present. On several occasions the police have been called, and there seem to be constant  
11 verbal altercations between Iris Merriouns and various owners in the building. On a recent  
12 occasion (September 22, 2016) when a protest was going on outside the building, I clearly  
13 heard Iris Merriouns and Anna Apke (676 Page) screaming at each other. Anna Apke was  
14 saying, "What did I ever due to you? This is harassment!" Iris Merriouns replied with a string  
15 of expletives. Anna was home with their 3 year-old daughter and several protestors had  
16 somehow gained access to our building and were right above her apartment on the roof.

17 13. On September 12, 2016, I encountered Iris Merriouns bringing her great aunt,  
18 Iris Canada, up the stairs into the building. The apartment had been empty since at least the  
19 previous Wednesday, September 7, which we know because there was a posting from the  
20 sheriff that had to be removed in order to open the door to the apartment. A very short time  
21 later paramedics arrived and took Iris Canada to the hospital.

22 14. All of these have led to a caustic environment, and have resulted in a great deal  
23 of undue anxiety on the part of my wife and myself. During protests, my wife and I have  
24

1 driven away from our home rather than have our children walk through the throngs of  
2 protestors. My wife dreads walking into the building in fear of a confrontation with Iris  
3 Canada's family, and has been under considerable stress from the whole situation.

4 15. Our neighbor's car has been broken into twice in September 2016 while being  
5 parked in front of our building. Another similar looking car was broken into in front of our  
6 building during this same period. Although vehicle crimes are not rare in our neighborhood, 3  
7 in the exact same location and in the short span of a few weeks certainly seems excessive.  
8 There were no other nearby cars similarly vandalized. During the protest on September 22,  
9 2016, several protestors climbed onto the roof of our building. We have questioned our safety  
10 within the unit, have installed alarms on our windows and have proposed security cameras for  
11 the building.  
12

13 16. It is worth noting that during all of this, we have been patiently waiting almost 2  
14 years for the court case to run its course. We have been open to resolving this amicably. We  
15 have reached out to our city Supervisor, London Breed, on multiple occasions to ask for  
16 assistance in mediating some type of resolution. We have hosted a representative from her  
17 office, and basically been told that there is little they could do. We have let Peter Owens know  
18 that we were willing to accept modifications to the life estate, if it resolves the issue. He  
19 attempted to negotiate a compromise, but has been led on and then rebuffed again and again by  
20 Iris Canada on the advice of her family.  
21  
22

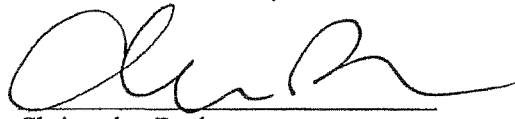
23 17. At this point, I have no hope that this issue will be settled. Instead, the  
24 continued delays seem to invite increasingly aggressive protests and actions by Iris Canada's  
25 supporters and family, and deepen our own concerns regarding our safety and the likelihood of  
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1 further criminal activity. Further, dragging out a resolution appears to be having negative  
2 affects on Iris Canada's health, as is evidenced by her recent hospitalization.

3 I declare under penalty of perjury of the laws of the State of California that the  
4 foregoing is true and correct.  
5

6 DATED: October 24, 2016

  
Christopher Beahn

FAX SIGNATURE

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# EXHIBIT E

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
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6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 SUPERIOR COURT – STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,

22 Defendants.

Case No.: CGC-14-543437

DECLARATION OF GEOFFREY  
RAYMOND PIERCE IN SUPPORT OF  
PLAINTIFFS' MEMORANDUM OF  
POINTS AND AUTHORITY IN SUPPORT  
OF SETTING BOND AMOUNT FOR  
STAY PENDING APPEAL AND  
OPPOSITION TO STAY PENDING  
APPEAL

Date: November 1, 2016

Time: 2:00 p.m.

Dept.: 502

Judge: Hon. James A. Robertson, II

23 I, GEOFFREY RAYMOND PIERCE, declare as follows:

- 24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so.
- 26 2. I have lived at 668 Page Street, San Francisco, California on a full time basis for  
27 approximately 8 years. My residence is located directly adjacent to 670 Page  
28 Street, which was Iris Canada's unit.

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**10/28/2016**  
Clerk of the Court  
BY: CAROL BALISTRERI  
Deputy Clerk

1 Iris Canada's and I share an approximately 80 foot long common wall that stretches the  
2 entire length of our unit. Upon moving to 668 Page Street I would typically see Iris Canada 3-4  
3 times per week. Our interactions were always very cordial and I would regularly help her  
4 retrieve mail from the landing just below ours. This type of common interaction continued for  
5 approximately 4 years.  
6

7 Beginning in the summer of 2012 I stopped seeing Iris Canada on a regular  
8 basis. Between the summer of 2012 and the beginning of 2015, I only saw Iris Canada at the  
9 building two times, once in late 2014 when her niece, Iris Merriouns, specifically brought her  
10 to the building and proceeded to knock on my door to proclaim that Iris, "was in the  
11 building". Additionally I saw Iris Canada at the beginning of 2015, on 1/31/15, when both she  
12 and her niece came here to illegally change the locks on Peter Owen's unit without giving him  
13 proper notification.  
14

15 Since the summer of 2012 it seems that Iris Canada's mail has been redirected because  
16 I have not seen her collect it since then. Several times over the past four years there have been  
17 packages delivered to her doorstep which have remained undisturbed and uncollected,  
18 sometimes for a period of several months. Many times during the course of this trial,  
19 subpoenas from this court proceeding would sit uncollected for weeks at a time.  
20

21 Based on the proximity of my residence to Iris Canada's and our shared common wall,  
22 I used to hear typical residential sounds coming from her unit, not limited to people walking  
23 the length of the hallway, television, radio, alarm clocks and talking and I would normally hear  
24 people coming to visit her approximately once a week. Between summer 2012 and the spring  
25 of 2015 I did not hear any such sounds emanating from her residence.  
26  
27  
28

1 The most glaring example of Iris Canada's absence from the building occurred on  
2 12/13/14. On that day, my wife and I began hearing a shrill "low-battery" smoke detector  
3 signal coming from her apartment, That very high-pitched and annoying sound could easily be  
4 heard through my walls so on 12/15/14 I left a note on the door kindly asking Iris to change out  
5 the battery on her smoke detector or to let me know if she needed help to do so. The alarm  
6 went off each and every minute of every day and every night and was so loud from my  
7 apartment that it would sometimes wake me up from a sound sleep or conversely, keep me  
8 from sleeping at all. The alarm remained on until 1/21/15 (approximately 6 weeks after first  
9 hearing it). By my calculations the alarm went off over 60,000 times and was not something  
10 that someone living in the unit could have tolerated. The note that I had left on the door  
11 remained there for the entire six weeks that the alarm was going off. I have photo  
12 documentation of the letter that I left on the front door and the fact that it was still in the exact  
13 same position almost 6 weeks later (a couple of days prior to 1/21/15, when the alarm battery  
14 was finally replaced).

15  
16  
17  
18 Additionally I was present on the evening of 1/31/15 when the locks were legally  
19 changed by Peter Owens and subsequently illegally changed by Iris Merriouns later that  
20 evening. In order to give access to the back door for Peter's locksmith, I entered the unit for a  
21 total of two minutes and was able to observe mold growing in the bathtub and a toilet in which  
22 the water had completely evaporated from the bowl, the stench of sewer gases coming from the  
23 dry p-trap was not pleasant, nor livable. At 9pm that evening, Iris Canada was brought to the  
24 building by Iris Merriouns. When I met Iris Canada and Iris Merriouns outside of 670 Page,  
25 Iris Merriouns became very agitated and confrontational. She yelled at all of the owners of the  
26 building and proceeded to call the police.  
27  
28

1 Since the beginning of 2015 I have seen Iris Canada at the building on a handful of  
2 occasions, for brief periods of time, usually not lasting more than 24 hours. Many of those  
3 sightings coincided with court case related news appearances or housing activist protests in her  
4 honor.

5 Since the spring of 2015, there has been a concerted effort on the part of Iris Merriouns  
6 to clean up the apartment and make it look habitable including the arrival of a large cleaning  
7 crew that entered the apartment to clear out junk and debris. Comcast cable was reinstalled at  
8 the unit just a few days prior to Iris Canada's first television appearance. I have witnessed Iris  
9 Merriouns sneak into the building past midnight to retrieve mail which was recently redirected  
10 back to 670 Page Street, presumably in an attempt to re-establish the appearance of residency.  
11 In the past six months Iris Canada's visits to the building have become more frequent but  
12 usually coincide with a media interview, lawyer visiting her at her "home", protests being  
13 staged in her honor or an impending or just concluded court hearing. Her visits are very brief  
14 and upon departure it is usually several weeks before she next returns.

15 Based on my having lived at 668 Page Street for 8 years, and observing the comings  
16 and goings, sounds, and general neighborly observations, I am firmly convinced that Iris  
17 Canada has not resided at 670 Page Street since the summer of 2012.

18 The fact that our building has not been able to condo convert has, by my estimation,  
19 cost me in excess of \$12,000 in higher mortgage payments which could have been lowered had  
20 Iris Canada agreed to sign the condo conversion paperwork when it was first requested over  
21 two years ago. By delaying the condo conversion further I have additional financial burdens  
22 that could be induced by rising interest rates, diminished value of my home if I need to sell for  
23 any reason until this matter is resolved and the real possibility that the current condo  
24

1 conversion process may be suspended at which point my unit will NEVER be able to convert  
2 since we are a 6-unit building which will not be eligible for conversion after the current  
3 process is suspended. If this becomes a reality and my unit does not condo convert I will be  
4 forced to accept having a variable rate mortgage for the rest of the time I own the unit which  
5 could very well affect my financial stability, force me to sell my unit and potentially leave San  
6 Francisco altogether. The longer these proceedings take to resolve, the larger and more real  
7 these financial burdens become.

9 More importantly though, and the reason that I am taking the time to write this  
10 declaration, is the fact that this litigation process has placed undue stress upon my family.  
11 While there have been very tangible events like the time Iris Canada's fire alarm was going off  
12 for 6 weeks and we could not sleep due to the disturbance, there has also been much more  
13 severe emotional distress caused directly by Iris Merriouns and this litigation. On one such  
14 occasion, Iris Merriouns and I passed each other in the main entryway to the building; she  
15 purposefully stepped into my path of travel, pointed in my face and said in a menacing tone,  
16 "You ain't seen NOTHING yet!" I felt very threatened by her presence and her tone of voice.  
17

19 Additionally, on multiple occasions over the past several months Iris Merriouns has  
20 organized large scale protests at our building; at one such protest one of her supporters shouted  
21 at me, "I hope you die and go to hell!" As well I have been hissed at by groups of people and  
22 booed as I entered and exited the building on multiple occasions, the protestors have even  
23 shouted at my wife and I while we were in our living room, to the point where we left the  
24 building altogether. The protesters that attend these rally's are not interested in the facts of the  
25 case, they are driven by emotional sentiment amplified by Iris Merriouns' lies associated with  
26 the circumstances of the case and in most cases are very angry individuals.  
27  
28

1 Approximately one month ago there was a protest of approximately 150 people at 8am  
2 right in front of the building. My wife called me at work; she was in a panic and stated that  
3 people had scaled the adjacent construction site so that they could trespass on our rooftop and  
4 hang a banner regarding their cause. She was scared to leave the house due to the fact that she  
5 thought strangers might be in the building and she requested that I return home from work (I  
6 had left early that morning) to escort her to her car. I had to leave work to do just that,  
7 something that I should never have had to do if it weren't for Iris Merriouns staging these  
8 angry protests. To see my wife in a state of panic was unsettling and entirely unnecessary.

10 Ironically, that same night, my car was broken into right outside of our home. While I  
11 have no evidence to prove that any of the mornings' protestors were involved in the break-in, it  
12 is a curious coincidence that very well may be due to the fact that 150 angry people were  
13 outside my home that morning. Needless to say the recent escalation of tension associated with  
14 these protests the have left me and my wife feeling very uncomfortable, unsafe and nervous  
15 within the confines of our own home.

18 In the span of one month since the protest was held, three cars have been broken into  
19 while parked in front of our building, a highly unusual rate of break-ins for our neighborhood.

20 While it may simply be coincidence, it is possible that someone may have targeted our building  
21 because of the animosity generated at the protests.

22 I hereby implore the court to take action on this matter. The facts of the case have not  
23 changed, Iris Canada does not reside at 670 Page Street and she failed to maintain the unit in a  
24 habitable condition. Despite countless reasonable attempts to restore Iris Canada's life estate  
25 by Peter Owens, no agreement could be reached and the court ordered legal fees have not been  
26 remanded to Peter Owens, the rightful owner of the unit. Iris Merriouns has recently escalated  
27  
28

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SAN FRANCISCO, CALIFORNIA 94104

1 her actions to include protest activities that preclude a safe living environment for my family.  
2 Continued delay will only embolden Iris Merriouns to employ further tactics to obfuscate the  
3 facts of the case, impede Peter Owen's due process as well as intimidate and financially harm  
4 her aunt's neighbors. We all wish the outcome of this case was different but the duplicitous  
5 behavior of Iris Merriouns throughout this litigation warrant that the court take immediate  
6 action in Peter Owens' favor.  
7

8 I declare under penalty of perjury of the laws of the State of California that the  
9 foregoing is true and correct.  
10

11 DATED: October 25th, 2016

12   
13 GEOFFREY RAYMOND PIERCE  
14

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16 FAX SIGNATURE  
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# EXHIBIT F

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 **SUPERIOR COURT – STATE OF CALIFORNIA**

13 **COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION**

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,  
22 Defendants.

Case No.: CGC-14-543437

**DECLARATION OF ANNA MUNOZ IN  
SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF  
SETTING BOND AMOUNT FOR STAY  
PENDING APPEAL AND OPPOSITION  
TO STAY PENDING APPEAL**

Date: November 1, 2016

Time: 2:00 p.m.

Dept.: 502

Judge: Hon. A. James Robertson, II

23 I, Anna Munoz, declare as follows:

24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so. I have lived at 676 Page Street, San Francisco,  
26 California on a full time basis for approximately 6 years. My residence is located above 670  
27 Page Street, which was Iris Canada's unit. 676 Page Street is my full time and only residence.

28 2. I used to see Iris Canada about once a week. She would often open her door as I was  
entering the building and she would explain to me that she thought people were ringing her

1 doorbell. She often seemed worried and I would reassure her that it was just me entering the  
2 building. One time, to my surprise, I saw her walking back up the stairs towards her unit. That  
3 time she also said she thought she heard someone ring the bell. Every time I saw her, I would  
4 take the time to chat with her and make sure everything was okay.

5  
6 3. A young lady, whom I was told was a relative of hers, used to come to the unit to  
7 check up on her on a regular basis, I would see her about once a week or every other week as  
8 she would always either park in or block my driveway. I would always have to ring the bell  
9 and ask her to move her car so that I can get in or out of my garage. On those occasions, I  
10 would often see Iris Canada standing at her door waiting for the young lady. The last time I  
11 ever saw the young lady, was the time that we found a dead rat placed just outside of her door.  
12 I believe that it became evident to the relative at the time that Iris Canada could no longer live  
13 alone and take care of herself or her home. Soon after that is when Iris Canada stopped residing  
14 in the apartment and I haven't seen the young lady since.

15  
16 4. In the last 4 years, I have only seen Iris Canada when she would arrive at the  
17 building with Iris Merriouns. They would arrive, stay for a few hours and then leave and not be  
18 seen again for several months. I always knew when they were here because Iris Merriouns  
19 would park her car very near the building. This was either on the weekend or after working  
20 hours. One example was the night Iris Canada was first served court papers. I witnessed them  
21 arrive that evening and then leave after Iris Canada was served with court documents, not to be  
22 seen again for months. There was also the time when Peter Owens changed the lock to the unit  
23 and had a copy made for Iris Canada, my neighbors offered her the key when they arrived but  
24 Iris Merriouns flatly refused it saying "I'm not taking that, I don't know what it is." Iris  
25 Merriouns then proceeded to change the locks, without providing Peter Owens a copy, and left  
26  
27  
28

1 with Iris Canada that same evening and again not to return for a long time. There were times  
2 when packages were left on her door for very long periods of time. There was also the incident  
3 where the smoke detector was sounding off inside her unit, something that continued around  
4 the clock for over a month.

5  
6 In more recent times, namely this year (2016), I have seen less of Iris Canada yet more  
7 of Iris Merriouns with each time being around the same time that there would be a major event  
8 such as a court hearing, namely a stay of execution or a public protest. Both would stay a  
9 couple days leading up to the hearing and then leave after the hearing ruled in their favor. Not  
10 to be seen again for a long time.

11  
12 On May 31<sup>st</sup>, sometime after 6 pm, Abdoulla Yasef, her supposed "caretaker" came to  
13 the building alone and somehow couldn't get into the unit because he misplaced his key. Peter  
14 Owens, who was visiting at the time, ran into him and had a cordial conversation with him. At  
15 the time, we were all in the Geoff Pierce's apartment next door having an HOA meeting and  
16 witnessed this. After Abdoulla and Peter chatted for a bit, Abdoulla left and returned sometime  
17 after 10 pm with both Iris Canada and a locksmith. Up to this point, I recall not seeing Iris  
18 Canada for a long time. In the span of 2 – 3 months that Mr. Yasef was her "caretaker", this  
19 was the only time I ever saw them together. I believe he was staying at the unit without Iris  
20 Canada as I often witnessed him leave early in the morning and return usually after 6 pm. I no  
21 longer see Mr. Yasef.  
22

23  
24 On June 27<sup>th</sup>, there was a three day protest at the building. While Iris Canada was  
25 present during that time it appears that both Iris Merriouns and Iris Canada had left sometime  
26 after it was over and I believe they returned briefly for Iris Canada's 100<sup>th</sup> birthday sometime  
27 in mid July only to leave again shortly thereafter.  
28

1 For five straight days, from September 8<sup>th</sup> – 12th, I saw the Sheriff's posting for  
2 repossession of the unit taped on the door of 670 Page. At around 9:05 pm on the evening of  
3 September 12th, my husband and I hear Iris Merriouns enter the building alone. She proceeded  
4 to grab the mail as well as the Sheriff's notice that was on the door. I had looked out the  
5 window and saw Iris Merriouns walking back to her car that was parked on the corner of Page  
6 and Steiner next to a fire hydrant, which is about 100 feet from the building. She was alone and  
7 carrying a bunch of mail in her arms. At the same time my husband went downstairs and saw  
8 the notice removed from the door. At exactly 9:33pm my husband leaves the building and  
9 witnesses both Iris Merriouns and Iris Canada enter the building and walk up the flight of stairs  
10 and into the unit. By 9:45pm, the SFFD had arrived and entered the building. At around  
11 10:15pm, I am looking out of my window to see what was going on and witnessed the  
12 paramedics take her out of the building in a chair and move her into a gurney that was  
13 stationed out on the sidewalk. With some assistance, Iris Canada was able to get up from her  
14 seat and into the gurney. She was attentive, moving around and able to talk to both the  
15 paramedics and her niece. She appeared fine and in absolutely no emotional distress at all. This  
16 was the first time I had seen her at the building since the June 27<sup>th</sup> protests.  
17  
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19

20 5. Based on my having lived at 676 Page Street San Francisco CA 94117 for 6  
21 years, and having observed the comings and goings, sounds, and general neighborly  
22 observations on an almost daily basis, I am firmly convinced that 670 Page Street has not been  
23 Iris Canada's primary residence since approximately June 2012.  
24

25 6. On June 27<sup>th</sup> and for two days following, there were protests at our building  
26 organized by the Housing Rights Committee of San Francisco. On the first day people yelled at  
27 us, flipped us off when we looked out the window and used a megaphone that was so loud we  
28

1 could hear it at the back of the house. This was an attack specifically on the residents of the  
2 building in an attempt to get us to persuade Peter to drop the lawsuit. People were projecting  
3 hostility and anger towards us. I even heard one of the lead protesters who organized the event,  
4 Tommi Avicolti Mecca, remind the crowd that they are not here to threaten us but to speak out  
5 to the residents who could have some "influence" over the matter. Iris Merriouns was also a  
6 part of the protests and spoke on the megaphone. According to Peter, she had lied to him and  
7 told him she was not a part of it.  
8

9         On the second day of the protest, my husband, baby and I leave as they are beginning to  
10 assemble. As I exit the building, I asked Tommi Avicolti Mecca to stop harassing us.  
11 Immediately, an unknown African-American lady starts shouting at me. I then turn to Tony  
12 Robles, a staff member of the Senior and Disability Action, and asked him if he was Mexican.  
13 To me he appeared Mexican and since I am also Mexican I was hoping to find a common  
14 ground to discuss the situation. He immediately denounced my heritage and said "You sure as  
15 hell don't look Mexican, you look white!" and proceeded to just taunt me. Because of the  
16 protests, I didn't come home until late that evening. On the third and final day of the protests, I  
17 didn't come home at all.  
18

19         On September 22<sup>nd</sup>, we were literally ambushed with another protest in front of our  
20 building. This one was much larger and much worse than the previous three day protest. There  
21 were several people who had trespassed onto our roof and dropped a large red banner. My  
22 husband told them to get off but they did not comply. Eventually my husband got on the roof  
23 took it down and threw it over the building into our backyard. One protester jumped the fence  
24 into our backyard and retrieved the banner only to put it back up a third time. At one point Iris  
25 Merriouns, who was also a part of the protest, came up to the third floor landing and said that  
26  
27  
28

1 they would like their banner back. Some words were exchanged and then she proceeded to yell  
2 at me. A heated argument ensued between the both of us. I asked her to leave and told her she  
3 was trespassing. It wasn't until I went back into my apartment that she finally left. The  
4 situation made my heart race and left me frantic, scared and in tears. I've been an emotional  
5 wreck ever since the most recent protests and will most likely need to seek some form of  
6 therapy to get past this. My trauma has gotten to the point where even some of my coworkers  
7 have noticed something is wrong. I now feel very threatened by Iris Merriouns and the hostility  
8 that she is creating.  
9

10 8. As a result of the continued legal proceedings and the harassment that has been  
11 directed at us I have been experiencing a great deal of emotional trauma. It has affected my  
12 mental health and that of my family. I have been experiencing depression, stress and anxiety. I  
13 am currently on edge and living in fear that something dangerous will happen. Iris Merriouns  
14 has been hostile to all of us. In May of 2015, she was hostile towards me when I asked her to  
15 move her car out of my driveway, she refused to move and sat there and argued with me. She  
16 has also given me dirty, threatening looks every time she sees see me, she has been hostile  
17 toward my neighbors and now we have to endure the hostility that is coming from protestors in  
18 front of our building. With the most recent protest, the situation has escalated into something  
19 dangerous. I fear that something far worse will happen. I fear for the safety of myself, my  
20 family and our property.  
21

22 9. The inability to condo convert as a result of any ongoing litigation could potentially  
23 put financial stress on me and my family. We may very well run out of time in the condo  
24 conversion process should the litigations continue. Once the deadlines arrive, a moratorium  
25 will set in and we will never again be able to convert. Additionally, banks only offer  
26  
27  
28

1 Adjustable Rate Mortgages at higher interest rates than Fixed 30 yr loans. Those interest rates  
2 could go up at any time, making our mortgage even more expensive. Condo conversion has  
3 always been for the desire to save money. San Francisco is an expensive city to live in, made  
4 even more expensive when one is trying to raise a child.

5 Since the last protest that occurred on September 22<sup>nd</sup>, I have witnessed that my neighbor's, as  
6 well as another unknown person's, vehicle has been vandalized. I believe this is a direct result  
7 of the hostility that has been increasingly generated by the previous protests and the ongoing  
8 and unresolved litigation. I believe that my building and all who reside there are being  
9 maliciously targeted.

10  
11 10. On the early morning of September 23<sup>rd</sup>, at around 6 am and less than 24 hours  
12 since the last protest, an unknown person(s) broke into my neighbor Geoff Pierce's car and  
13 stole the remote to our garage. Geoff Pierce and I share the garage. We have evidence of this  
14 via a Smart Home device that is installed on the garage door that logs when the garage door  
15 opens as well as a video camera. The video camera filmed two individuals enter the garage at  
16 two separate times early that morning.

17  
18 11. On October 1<sup>st</sup>, a vehicle parked in front of my building and partially in my  
19 driveway was also vandalized. The back window was fully broken and I could see all the glass  
20 on the ground. I am not aware of who the vehicle belongs to. This vehicle was a black SUV  
21 and could have easily been mistaken for a vehicle belonging to a resident in the building,  
22 namely my neighbor, Jamie Pierce who also drives a black SUV type car.

23  
24 12. About a week later (exact date unknown), my neighbor Jamie Pierce's car  
25 window was broken when she was parked in a spot adjacent to my neighbor's driveway. This  
26 happened late at night. I believe that her car was targeted because it's been previously  
27  
28

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SAN FRANCISCO, CALIFORNIA 94104

1 identified as belonging to a building resident. Jamie normally parks in front of the driveway  
2 when not in the garage. Jamie and Geoff are no longer able to park their cars overnight in the  
3 driveway as it is no longer safe to do so.

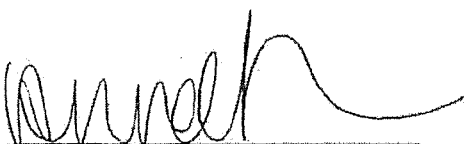
4 13. In the 6 years that I have lived at 676 Page Street, we have never experienced  
5 this amount of vandalism in such a short amount of time. To my knowledge, never have our  
6 cars been vandalized and never have I felt unsafe. I firmly believe that this is far more than just  
7 a coincidence.  
8

9 14. My previous fears that something would happen to our property has come to be  
10 realized. We have suffered a great deal as a result of the continuous stays and I believe that we  
11 will continue to suffer if this issue continues unresolved. My quality of life has diminished as a  
12 result of the increased hostility, with the protests and vandalism, that has been projected onto  
13 the building residents. I believe that if the situation continues unresolved, we will continue to  
14 suffer as a result and that the suffering will only get worse. I no longer enjoy the peace and  
15 tranquility of my own home that I once did. My home is supposed to be my sanctuary and that  
16 has been violated. I live day-to-day waiting for the next hostile protest or break-in to occur.  
17  
18

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

21 I declare under penalty of perjury of the laws of the State of California that the  
22 foregoing is true and correct.  
23

24 DATED: October 26, 2016  
25

26   
27 NAME  
28

FAX SIGNATURE

# EXHIBIT G

Andrew M. Zacks (SBN 147794)  
Mark B. Chernev (SBN 264946)  
ZACKS, FREEDMAN & PATTERSON, PC  
235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
Tel: 415.956.8100  
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Attorneys for Plaintiffs  
Peter M. Owens  
Carolyn A. Radisch  
Stephen L. Owens

**SUPERIOR COURT – STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION**

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,  
Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,  
Defendants.

Case No.: CGC-14-543437

**DECLARATION OF Michel Bechirian IN  
SUPPORT OF PLAINTIFFS'  
OPPOSITION TO DEFENDANT'S  
MOTION FOR STAY PENDING APPEAL**

Date:  
Time:  
Dept.:

I, Michel Bechirian, declare as follows:

1. I have personal knowledge of the following facts discussed below and would testify truthfully thereto if called to do so. I have lived at 678 Page Street, San Francisco, California on a full time basis for approximately 13 years. My residence is located above to 670 Page Street, which was Iris Canada's unit. 678 Page Street is my full time and only residence.
2. Upon moving to 678 Page St I would typically see Iris Canada 3 to 4 times per week. This continued for approximately 10 years. I would stop to chat with Iris

1 and she would tell me stories from her youth. In the first few years Iris would  
2 occasionally venture out with an elderly relative (mostly to church on Sunday) but  
3 over time these trips would become less frequent and after she broke her arm I  
4 rarely saw her leave her apartment. Over the years I have entered Iris's apartment  
5 on a number of occasions to help her with small jobs, for example replacing the  
6 batteries in her smoke detectors and changing light bulbs. The apartment was  
7 packed with stuff and was always oppressively hot from the forced air heating. I did  
8 see a few cockroaches but these were mainly in the kitchen area. Beginning summer  
9 2012 I stopped seeing Iris Canada on a regular basis. The last time I recall seeing  
10 Iris Canada living in her apartment was June 2012

11  
12 3. On a regular basis I would see the light of Iris Canada's living room turn on around  
13 dusk. Since June 2012 I have not seen the lights switch on and off at Iris Canada's  
14 residence.

15 4. On a regular basis I have an opportunity to see where Iris Canada's mail is  
16 delivered. Iris would often listen for the building front door to open. She would  
17 then open her apartment door and when she saw me we would chat for a few  
18 minutes. I would often ask her if she would like me to collect her mail for her as the  
19 stairs gave her some difficulty. Since the summer of 2012 I believe her mail has  
20 been redirected. On 2 or 3 separate occasions a package from a medical delivery  
21 company has sat on her doorstep for months before someone came and removed it. I  
22 do not believe this was Iris Canada.

23 5. Based on the proximity of my residency to Iris Canada's, when passing I would  
24 normally hear the radio and TV daily and sometimes the telephone ringing. I have  
25 not heard any sounds from her residence since June 2012. In addition, Iris Canada's  
26 furnace is located in a shared garage. Normally this would be constantly cycling on  
27 and off. This has not occurred over the past 4 years.

28 6. On approximately December 15 2014, I began hearing a low-battery smoke detector  
signal ringing, which I was able to determine was coming from her apartment. That  
signal went on for approximately 5 weeks. At no point was there any interruption  
of that low battery signal until January 21 2015.

7. On January 24 2015 I observed an envelope posted to Iris Canada's door. The  
envelope remained there until January 31 2015 (this was the 48 hour notice letter  
posted to allow the locks to be changed). The same day the lock was changed by the  
niece Iris Merriouns.

8. Based on my having lived at 678 page St for 13 years and having observed the  
comings and goings, sounds and general neighborly observations on an almost daily  
basis, I am firmly convinced that Iris Canada has not resided at her residence since  
approximately June 2012

- 1 9. Over the past few months I have witnessed Iris Canada being brought back to  
2 the apartment by a relative. Ms. Canada and the relative normally stay between 30  
3 minutes to a few hours. I believe the purpose of the visit is to make it appear Ms.  
4 Canada resides in the apartment. This is a deliberate construct to deceive.  
5  
6 10. On several occasions the Ms. Canada's relative has brought her to the building and  
7 immediately called emergency services in an effort to establish Ms. Canada is  
8 resident at the address. This is an abuse that potentially affects the ability of the  
9 emergency services to respond to genuine medical emergency  
10  
11 11. In addition to staging the apartment, the family of Ms. Canada has deliberately  
12 spread false stories in the press and made exaggerated claims through social media.  
13 These stories are hurtful and smear the character of the owners living in the  
14 building. The purpose is to influence public opinion in an effort to stop due legal  
15 process  
16  
17 10. The relatives of Ms. Canada have distributed keys to the building to an unknown  
18 number of individuals. As a result, the building is not secure. There have been multiple  
19 instances when I have witnessed individuals entering the building. Who they are, and  
20 what they are doing remains unknown – and a source of great concern.  
21  
22 11. The relatives of Ms. Canada have incited protests. Groups of agitators have  
23 congregated outside the building blocking the sidewalk and access to the garages. The  
24 protests have been loud (bullhorns, klaxons and whistles). The protests have been  
25 disruptive and distressing to the parents and infants living in the building.  
26  
27  
28

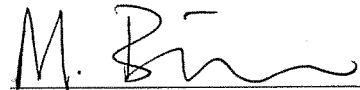
1 12. The relatives of Ms. Canada have organized and allowed agitators to trespass –  
2 climbing on to the roof through an adjacent building site and hanging a banner over  
3 the front of the building.

4 13. By deliberating prolonging a settlement or resolution the relatives of Ms. Canada  
5 have obstructed our ability to refinance our property. As a result we have been unable  
6 to reduce our mortgage payment which is a constant source as it relies on both my wife  
7 and I working (see below)  
8

9 14. Ms. Canada's relatives have deliberately and successfully followed a plan to  
10 disrupt and destabilize the lives of the owners living in the building. They have  
11 succeeded to the extent that my wife and I no longer feel safe in the home we have  
12 lived in for 13 years. We have been harassed, smeared and vilified in the press. Our  
13 home has been invaded by unknown agitators. My wife works from home, but for the  
14 past year has been so stressed and afraid she no longer wants to be at home alone. This  
15 has affected her to the extent she is no longer working (which is a financial concern  
16 given the inflated mortgage payment). Our quality of life has deteriorated to such an  
17 extent that we no longer wish to live in our apartment and will be taking active steps to  
18 move regardless of the financial consequences.  
19  
20

21 I declare under penalty of perjury of the laws of the State of California that the  
22 foregoing is true and correct.  
23

24 DATED: September\_\_30\_\_, 2016

25   
26 NAME M. BECHIRIAN  
27  
28

# EXHIBIT H

City and County of San Francisco  
GAVIN NEWSOM, Mayor



Department of Aging and Adult Services  
E. ANNE HINTON, Executive Director

Adult Protective Services

1/26/2009

To: Peter Owens & Carolyn Radish

I am not sure if any of the other tenants/owners have informed you of the situation regarding the tenant @ 670 Page. There have been seven incidents documented by tenants regarding Mrs. Canada using her stove (smelling gas or apartment filling with smoke). I feel that I have done all that I can regarding this case. As it stands now the valve to the stove is off with a note not to turn it on. My original goal was to either have the gas capped at the stove & for client to purchase an electric oven with a timer/auto shut-off or to have a special valve put on the gas line which could be locked & monitored by Iris's family. Either solution requires that someone be there when PG&E or an independent comes out & they only give 4 hour window of time as to when they would be out. I was working with client's niece (also named Iris), who was suppose to be working on this issue, but I have not heard back from her in some time now. At this point I need to close the case. I will also send a letter to Mrs. Canada & her family. I can be reached at: (415) 355-3655.

Thank you,

  
Larry Henderson, Adult Protective Services worker 4354

# EXHIBIT I

**FILED**  
San Francisco County Superior Court

JAN 25, 2017 *ry*

CLERK OF THE COURT

BY: *[Signature]*  
Deputy Clerk

**SUPERIOR COURT – STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION**

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,

Plaintiff,

vs.

IRIS CANADA an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,

Defendants.

Case No.: CGC-14-543437

**PROPOSED ORDER SETTING  
SECURITY PENDING APPEAL AND  
FINDINGS ON MOTION FOR STAY  
PENDING APPEAL**

Date: November 1, 2016

Time: 10:00 a.m.

Dept.: 502

**ORDER**

On March 22, 2016, this Court entered judgment against Defendant Canada and in favor of Plaintiffs in the amount of \$171,600.00 and in favor of Plaintiffs for immediate possession of the premises of 670 Page Street, San Francisco, CA. On October 14, 2016, Defendant Canada filed a Notice of Appeal from August 17, 2016, Order Denying Motion to Set Aside Judgment as Void. On November 1, 2016, Defendant Canada's Motion for an Order Determining Security Pending Appeal and separate Motion for Stay Pending Appeal came on for hearing at 10:00 a.m. before the Hon. A. James Robertson, II in Department 502 of the above-titled Court. Defendant Canada appeared by her counsel, Dennis Zaragoza, and Plaintiffs appeared by their counsel Andrew M. Zacks and Mark B. Chernev. This Court, after having reviewed all of the pleadings,

1 and after having conducted a hearing on the matter and heard argument of counsel for both sides,  
2 and with this Court's own inherent knowledge of the matter and proceedings extending over six  
3 months, and for good cause shown, grants in part and denies in part Defendant Canada's Motions  
4 as follows:

5 THE COURT FIRST FINDS that the judgment now being appealed constitutes an appeal  
6 from a money judgment pursuant to CCP § 917.1. This Court further finds that this monetary  
7 component is not ancillary or incidental to the main provisions of the judgment, declaring the  
8 Deed of Trust foreclosed and the promissory note immediately due and payable in the amount of  
9 \$171,600.00. The Court therefore sets security pursuant to paragraph 5 of the judgment and CCP  
10 § 917.1 at \$171,600.00.

11 SECOND, THE COURT FINDS that the judgment now being appealed directs the  
12 delivery of possession of real property pursuant to CCP § 917.4. This Court further finds that the  
13 value for the monthly use of the subject property, 670 Page Street, San Francisco, for purposes of  
14 Defendant Canada's appeal is \$23.01/day, the first 365 days of which shall be set in the initial  
15 amount of \$8,400, and thereafter shall be set in 90-day increments in the amount of  
16 \$2,100/increment, to be posted as security on or before the first Court day of each 90-day period  
17 while the matter remains on appeal if and after the first 365 day period expires.

18 THIRD, THE COURT FINDS that under CCP § 917.6, the judgment directs the  
19 performance of two or more separate acts specified in CCP §§ 917.1 through 917.5, namely the  
20 payment of money pursuant to CCP § 917.1 and the delivery of real property pursuant to CCP §  
21 917.4 so that Defendant Canada must comply with the security requirements of both statutes.

22 THEREFORE THE COURT FINDS that Defendant Canada's Motion for Determination  
23 of Security Pending Appeal is GRANTED to the extent that the amount of the undertaking to be  
24 provided by her, as principal with sufficient sureties, shall be set, in part, at \$171,600 pursuant to  
25 paragraph 5 of the judgment; and, in part, at \$8,400 for the first 365 days of the appeal pursuant  
26 to paragraph 1 and 3 of the judgment and CCP § 917.4; for a total of \$180,000 pursuant to CCP §  
27 917.6 for the first 365 days of the appeal.

1 THE COURT FURTHER DENIES Defendant Canada's request that the bond  
2 requirement be waived based on claimed indigency and CCP § 995.240. Defendant Canada's  
3 evidence does not support a finding of indigency for purposes of entitlement to a waiver under  
4 CCP §995.240. This Court also independently finds that good cause does not exist to exercise  
5 discretion and waive this requirement under the standards set forth in CCP § 995.240 had  
6 Defendant Canada had met the prerequisite showing required by CCP § 995.240.

7 This Court further explains its reasoning after having considered all relevant factors  
8 contained in CCP § 995.240 as follows:

9 CCP §995.240 requires that an appellant claim and show that they are indigent and make  
10 a showing of unsuccessful attempts to obtain a bond or undertaking. (*Williams v. Freedomcard,*  
11 *Inc.* (2004) 123 Cal.App.4<sup>th</sup> 609, 614; *citing Ferguson v. Keays* (1971) 4 Cal.3d 649, 658-659).  
12 Defendant Canada's declarations do not support a finding of indigency for purposes of  
13 CCP §995.240. Defendant Canada's evidence supports essentially that she cannot pay the  
14 accelerated \$171,000 and that she has qualified for fee waivers. This Court rejects Defendant  
15 Canada's argument that qualifications for fee waivers alone would satisfy the burden of  
16 "indigent" for purposes of CCP §995.240 relief. Defendant Canada also fails to show  
17 unsuccessful attempts to obtain bond or undertaking.

18 Conover v. Hall (1974) 11 Cal.3d 842, on which Defendant Canada relies, merely  
19 reiterates that this Court has discretion to waive a bond. Conover predates CCP § 995.240 and  
20 "did not state or imply that courts must in all cases waive undertaking requirements for indigent  
21 litigants." (McColm v. Westwood Park Assn. (1998) 62 Cal.App.4th 1211, 1222) In Venice  
22 Canals Resident Home Owners Assn. v. Superior Court (1977) 72 Cal.App.3d 675, 684, the  
23 Court stated:

24 At most, Conover v. Hall simply holds that trial courts have common law  
25 authority to dispense with such undertakings under appropriate circumstances.  
26 As indicated by the facts recited above such a showing was not made here.  
27 Petitioner Pearl made no showing that he cannot obtain a stay bond. He has not  
28 even made a showing that he made any attempt to obtain a bond. Under such  
circumstances it cannot be said that as a matter of law the trial court abused its  
discretion in denying petitioner Pearl's application for a waiver of the stay  
bond.

1 As this Court explains below, the circumstances of this case heavily weigh in favor  
2 Plaintiffs, as beneficiaries, and denial of the discretionary CCP § 995.240 relief sought.

3 Second, the rules on trial court fee waivers are not comparable to the standards for  
4 appellate bond waiver, as argued by Defendant Canada. Although Defendant Canada has  
5 qualified for a particular fee waivers in the past, that does not mean she is automatically relieved  
6 of all obligations to post an appellate bond. A fee waiver differs in many respects from an  
7 appellate bond waiver, such as without a trial court fee waiver, a defendant would be precluded  
8 from appearing at all to defend itself, and be defaulted. A waiver of an appellate bond differs in  
9 that without posting bond, Defendant Canada may still fully pursue her appeal in a manner  
10 consistent with the factual findings regarding residency previously made by this Court. This  
11 Court finds the requirement to post bond here to be different than where an indigent defendant  
12 could not appear at all in a proceeding based on an inability to post fees. Moreover, this Court  
13 acknowledges that in the event of a reversal on appeal, a trial court could order possession be  
14 restored to Defendant Canada pursuant to the life estate as a remedy.

15 Third, courts may re-examine in forma pauperis qualification at any time; the  
16 qualification for fee waiver is a dynamic process. The fact that Defendant Canada may have  
17 qualified at some earlier point determined in a pro-forma process to which this Court was not  
18 privy, is not conclusive evidence that she cannot obtain an appeal bond now.

19 This Court therefore finds that Defendant Canada's evidence does not meet the necessary  
20 burden to support a finding of indigency and unsuccessful attempts to obtain bond or undertaking  
21 pursuant to the prerequisite requirements for a discretionary waiver under CCP §995.240 and her  
22 request is DENIED.

23 Finally, this Court independently finds that despite Defendant Canada not meeting the  
24 prerequisite showing of indigency pursuant to CCP § 995.240, good cause does not exist to grant  
25 the discretionary relief allowed. The Court makes this determination pursuant to CCP §995.240  
26 after taking onto consideration all factors this Court deems relevant, including and not limited to  
27 the character of the proceedings, the nature of the all beneficiaries, both direct and indirect, and  
28

1 the potential harm, to the beneficiaries. The waiving of the requirement of an appellate bond  
2 weighs heavily in favor Plaintiffs and warrants independent DENIAL of the relief sought.

3 First, this Court previously found that Defendant Canada has failed to permanently reside  
4 at 670 Page Street since 2012 in violation of the obligations of her life estate, which was the  
5 underlying basis for the final judgment. Defendant Canada's contrary evidence in support of her  
6 Motions are an improper attempt to seek reconsideration of that final judgment. Additionally,  
7 the Court finds that Plaintiffs' evidence in opposition substantially outweighs any admissible  
8 evidence submitted by Defendant Canada and therefore this Court gives little weight to any  
9 alleged hardship based on Defendant Canada's claimed possessory interest at 670 Page Street.

10 Second, after having reviewed the Declarations of Plaintiffs Peter Owens and Carolyn  
11 Radisch, as direct beneficiaries of the appealed order pursuant to CCP §995.240, as well as the  
12 Declarations of Alexander Apke, Christopher Beahn, Anna Munoz, Geoffrey Pierce and Jamie  
13 Pierce, as indirect beneficiaries pursuant to CCP §995.240, this Court finds the harm suffered by  
14 all beneficiaries to substantially outweigh the evidence supporting harm suffered by Defendant  
15 Canada. This Court finds the evidence supporting the harm suffered by all beneficiaries to be  
16 persuasive, substantial and relevant to the decision of this Court to require a bond in the denial to  
17 exercise discretion pursuant to CCP § 995.240. The harm suffered by all beneficiaries is  
18 financial, emotional, personal and professional. Plaintiffs are suffering the continued deprivation  
19 of use of their real property after findings of fact have been made regarding Defendant Canada's  
20 failure to permanently reside. All beneficiaries are also suffering an inability to convert the  
21 building to condominiums while the window permitting them to do so closes. Beneficiaries are  
22 also suffering the financial hardship based on the continued inability to refinance the ARM  
23 mortgages to lower fixed rate traditional mortgages. The Court further finds persuasive and  
24 substantial the evidence supporting the character of the action and proceeding, and the tactics  
25 employed by Defendant Canada throughout this litigation, not limited to procedural violations  
26 and affirmative acts to cause unnecessary delay, such as the two improper removals to Federal  
27 Court on the dates set for trial and the direct violations of numerous Court orders. Additionally,  
28 subsequent to judgment being entered, this Court granted Defendant Canada her motion for relief

1 from forfeiture with conditions that Defendant Canada has failed to comply with while  
2 continuing to dispute this Court's authority to do so, in addition to the eleven stays so far  
3 granted.

4 This Court finds that after having reviewed all of the evidence presented, heard argument  
5 on the issues, and with the Court's own independent knowledge of the proceedings for well over  
6 six months, after taking onto consideration all factors which this Court deems relevant, that good  
7 cause does not exist for this Court to exercise discretion to waive the provision of bond pursuant  
8 to CCP § 995.240 independently from Defendant Canada's failure to meet her initial burden  
9 evidencing she is indigent for purposes of CCP § 995.240. Defendant Canada's request for relief  
10 pursuant to CCP § 995.240 is DENIED.

11 IT IS FURTHER ORDERED THAT Defendant's Motion for Stay Pending Appeal is  
12 DENIED to the extent Defendant's Motion seeks relief otherwise determined by CCP §§ 916-  
13 936.1 and this Court will not issue any Order in a manner inconsistent with that authority. CCP  
14 §§ 916-936.1 shall control.

15 *Defendant shall have until February 4, 2017 to post the requisite bond. The posting shall be made by 11:00 a.m. on 2/4/2017.*

16 Dated:

17 *[Signature]*  
Superior Court Judge

18 *A. JAMES ROBERTSON, III*

19 *January 25, 2017*

Superior Court of California  
County of San Francisco

PETER M OWENS,

Plaintiff,

vs.

IRIS CANADA et al

Defendant,

Case Number: CGC-14-543437

**CERTIFICATE OF MAILING**  
(CCP 1013a (4) )

I, Robert Goulding, 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 January 25, 2017, I served the attached **Order Setting Security Pending Appeal and Findings on Motion for Stay Pending Appeal** by e-mail to the addressed as follows as well as placing a copy thereof in a sealed envelope, addressed as follows:

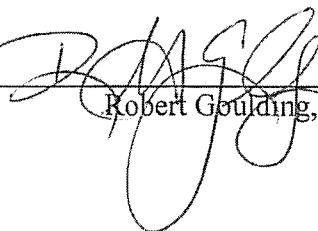
Andrew Zacks  
Mark Chernev  
Zacks & Freeman  
235 Montgomery St., Suite 400  
San Francisco, CA 94104  
[az@zfplaw.com](mailto:az@zfplaw.com)

Dennis Zaragosa,  
Law Offices of Dennis Zaragoza  
PO Box 15128  
San Francisco, CA 94115  
[lawzarsf@gmail.com](mailto:lawzarsf@gmail.com)

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

Dated: January 25, 2017

By



Robert Goulding, Deputy Clerk

# EXHIBIT J

**ZACKS & FREEDMAN, P.C.**  
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Attorneys for Plaintiffs,  
Peter M. Owens, et al.

**FILED**  
San Francisco County Superior Court

MAR 22 2016

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN FRANCISCO - UNLIMITED JURISDICTION**

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,

Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,

Defendants

Case No.: CGC-14-543437

**JUDGMENT**

This action came on regularly for trial on March 21, 2016 in Department 502 of the Superior Court of California, County of San Francisco, the Honorable James A. Robertson, II Judge Presiding; Plaintiffs appeared by their counsel Mark B. Chernev of Zacks & Freedman, P.C., Defendant Iris Canada failed to appear.

The Court, having read and considered the papers and evidence submitted, including the Notice of Time and Place of Trial served on Defendant, Iris Canada, finds as follows:

1. Defendant Iris Canada was properly served pursuant to Code of Civil Procedure §594 with a Notice of Time and Place of Trial on February 2, 2016, noticing Defendant Iris Canada of the trial date of March 21, 2016;

2. Defendant Iris Canada failed to appear at the March 21, 2016 trial;

3. The March 21, 2016 trial was continued to March 22, 2016 to permit Plaintiffs the opportunity to prepare a prove up of their cause of action based on Defendant Iris Canada's failure to appear;

4. Defendant Iris Canada was properly noticed of the continued trial date and for prove up hearing to be heard on March 22, 2016;

5. The Court conducted a prove up hearing on March 22, 2016, at which time the Court took judicial notice of the documents presented by Plaintiffs and heard testimony from Plaintiff, Peter M. Owens and non-party witness Geoff Pierce;

6. Defendant Iris Canada failed to appear at the properly noticed March 22, 2016 continued trial date and for prove up hearing.

After having heard and reviewed evidence presented by Plaintiffs, and after having made a determination that the evidence presented by Plaintiffs appears to be just, and the

failure of Defendant Iris Canada to appear at the properly noticed time and date for trial,

judgment shall be entered in favor of Plaintiffs, and against Defendant Iris Canada. Therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT: judgment in this action

shall be in favor of Plaintiffs Peter M. Owens, Carolyn A. Radisch, and Stephen L. Owens, and

against Defendant Iris Canada for:

1. Immediate possession of the premises of 670 Page Street, San Francisco, California against any and all occupants, and a writ of possession against Iris Canada and any and all occupants, known or unknown, shall issue;
2. The Deed of Trust DOC-2005-I054456-00 is foreclosed and 670 Page Street, San Francisco, California shall revert back to Plaintiffs, and that Defendant Iris Canada is barred and foreclosed from all rights, claims, interests, or equity of redemption in the subject property when time for redemption has elapsed;
3. Defendant Iris Canada's Life Estate DOC-2005-I054455-00 is terminated and any and all property interests currently held by Defendant Iris Canada in 670 Page Street, San Francisco, California are terminated and shall revert back to Plaintiffs;
4. Defendant Iris Canada, her agents, and/or anyone acting on her behalf shall cease and desist causing or permitting waste to occur at 670 Page Street, San Francisco, California;
5. The Promissory Note, dated October 6, 2005 and executed by Defendant Iris Canada has become immediately due and payable and judgment shall be entered against Defendant Iris Canada for the sum of \$171,600.00 in favor of Plaintiffs, the exact amount prayed for in Plaintiffs' Complaint.

Dated: March 22, 2016

  
THE HONORABLE JAMES A. ROBERTSON, II  
JUDGE OF THE SUPERIOR COURT