

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

Appeal of  
LISA GAUTIER, )  
Appellant(s) )  
vs. )  
DEPARTMENT OF BUILDING INSPECTION, )  
PLANNING DEPARTMENT APPROVAL Respondent )

Appeal No. **22-060**

**NOTICE OF APPEAL**

**NOTICE IS HEREBY GIVEN THAT** on August 10, 2022, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on July 28, 2022 to Victoria Yee, of a Site Permit (Add elevator to front of house; add car lift necessitating bump up of garage; add decking (stone) to top of garage roof) at 95 Saint Germain Avenue.

**APPLICATION NO. 2015/0903/6048**

**FOR HEARING ON September 14, 2022**

Address of Appellant(s):

Address of Other Parties:

Lisa Gautier, Appellant(s)  
c/o Brian Russell, Attorney for Appellant(s)  
Hanson Bridgett, LLP  
425 Market Street, 26th Floor  
San Francisco, CA 94105

Victoria Yee, Permit Holder(s)  
c/o Michael Garavaglia, Agent for Permit Holder(s)  
Garavaglia Architecture  
582 Market Street, Suite 1800  
San Francisco, CA 94104



Date Filed: August 10, 2022

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

**PRELIMINARY STATEMENT FOR APPEAL NO. 22-060**

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I / We, **Lisa Gautier**, hereby appeal the following departmental action: **ISSUANCE** of **Site Permit No. 2015/0903/6048** by the **Department of Building Inspection** which was issued or became effective on: **July 28, 2022**, to: **Victoria Yee**, for the property located at: **95 Saint Germain Avenue**.

**BRIEFING SCHEDULE:**

The Appellant may, but is not required to, submit a one page (double-spaced) supplementary statement with this Preliminary Statement of Appeal. No exhibits or other submissions are allowed at this time.

Appellant's Brief is due on or before: 4:30 p.m. on **August 25, 2022, (no later than three Thursdays prior to the hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy shall be emailed to: [boardofappeals@sfgov.org](mailto:boardofappeals@sfgov.org), [julie.rosenberg@sfgov.org](mailto:julie.rosenberg@sfgov.org), [corey.teague@sfgov.org](mailto:corey.teague@sfgov.org), [tina.tam@sfgov.org](mailto:tina.tam@sfgov.org) and [mike@garavaglia.com](mailto:mike@garavaglia.com).

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **September 8, 2022, (no later than one Thursday prior to hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be doubled-spaced with a minimum 12-point font. An electronic copy shall be emailed to: [boardofappeals@sfgov.org](mailto:boardofappeals@sfgov.org), [julie.rosenberg@sfgov.org](mailto:julie.rosenberg@sfgov.org), [corey.teague@sfgov.org](mailto:corey.teague@sfgov.org), [tina.tam@sfgov.org](mailto:tina.tam@sfgov.org) and [brussell@hansonbridgett.com](mailto:brussell@hansonbridgett.com).

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

Hearing Date: **Wednesday, September 14, 2022, 5:00 p.m., Room 416 San Francisco City Hall, 1 Dr. Carlton B. Goodlett Place**. The parties may also attend remotely via Zoom. Information for access to the hearing will be provided before the hearing date.

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

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

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

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**The reasons for this appeal are as follows:**

Not submitted.

Brian Russel, Esq. filed the appeal by email on behalf of the appellant.

**Permit Details Report**

**Report Date:** 8/10/2022 7:42:13 AM

Application Number: 201509036048

Form Number: 3

Address(es): 2721 / 050 / 0 95 SAINT GERMAIN AV

Description: ADD ELEVATOR TO FRONT OF FRONT. ADD CAR LIFT NECESSITATING BUMP UP OF GARAGE. ADD DECKING (STONE) TO TOP OF GARAGE ROOF.

Cost: \$125,000.00

Occupancy Code: R-3

Building Use: 27 - 1 FAMILY DWELLING

**Disposition / Stage:**

Action Date	Stage	Comments
9/3/2015	TRIAGE	
9/3/2015	FILING	
9/3/2015	FILED	
6/13/2022	APPROVED	
7/28/2022	ISSUED	

**Contact Details:**

**Contractor Details:**

License Number: OWNER

Name: OWNER

Company Name: OWNER

Address: OWNER \* OWNER CA 00000-0000

Phone:

**Addenda Details:**

**Description:SITE**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	CPB	9/3/15	9/3/15			9/3/15	SHEK KATHY	
2	CP-DR	10/25/18	10/26/18			2/20/20	JIMENEZ SYLVIA	
3	CP-ZOC	9/3/15	1/1/18			3/11/19	TOWNES CHRIS	reassigned from Todd Kennedy 7/28/2017 5/7/18 routed plans to planner CT (WS) Plans and bpa approved/routed to admin staff for pler routing. [(C.Townes, ref: 2014-002435VAR (denied by ZA then appealed to BOA), BOA Appeal No. 16-018 (overturned ZA denial w/conditions), DRA-0642 (PC did not take DR) adopted 2/21/19]
4	BLDG	3/12/19	4/1/19	8/26/21		11/18/21	JONES DAVID	Approved site permit drawings that were previously approved by the CCSF BOA on 09/08/2021, DMJ 11/23/2021; upon further review, rescinded previously issued approval, DMJ 11/23/2021; delivered drawings to PPC for delivery to Sylvia Jimenez at CPC, DMJ 11/30/2021; received entire new drawing set from project architect, delivered to PPC for routing to CPC, followe up with email, DMJ 01/18/2022; revised status to indicate plans being retained at DMJ pending receiving direction from either Board of Appeals or City Planning as to the next steps that should be taken, DMJ 01/18/2022;
4	CP-NP	10/24/18	12/3/18			1/2/19	TOWNES CHRIS	Emailed cover letter on 9/12/2018 (William) Mailed 311 notice on 9/25/2018; expires 10/25/2018 (William) Resent cover letter on 10/24/2018 (William) Mailed 311 notice on 12/03/2018; expires 1/02/2019 (William) DR filed on 10/25/18; PC hearing to consider DR held on 2/21/19, DRA-0642 adopted 2/21/19 to not take DR.
5	CP-ZOC	11/30/21	3/3/22			4/5/22	JIMENEZ SYLVIA	Plans re-stamped; no changes to scope of work; routed to DBI
								4.7.22 Approved SITE Permit only. ADDENDA requirement(s) for sign off: Inspection (final inspection). All sidewalk applications and plans MUST be applied online. Download sidewalk

6	DPW-BSM	4/6/22	4/7/22		4/7/22	DENNIS RASSENDYLL	applications at <a href="http://www.sfpublishworks.org/services/permit">http://www.sfpublishworks.org/services/permit</a> Your application will be ON-HOLD until all necessary PUBLIC WORKS-BSM permits are completed or plan checker(s) could recommend sign off to the satellite office via email. - RD
7	BLDG	4/12/22	5/19/22		5/19/22	JONES DAVID	Completed SFUSD fee form
8	CP-ZOC	5/20/22	6/7/22		6/7/22	JIMENEZ SYLVIA	6/7/22-Confirmed plans stamped; routed back to DBI -SJ
9	PPC	5/20/22	5/20/22		6/9/22	EAKIN MIGUEL	06/09/22: TO CPB;me 05/20/22: TO PLANNING to stamp 1 set of plans;me 05/20/22: TO David Jones desk for School fee form ;me 04/12/22: TO David Jones desk for re stamp of plans received on 04/05/22;me 04/06/22: To BSm;me 11/30/21: To Planning per David Jones; ST 8/25/21: To David Jones desk (BLDG) for review; nl 4/2/19: to hold bin per BLDG;EC. 3/12/19: to BLDG; am 8/3/18 R: to DCP / Chris Townes;EC. 5/4/18: S/R1 to DCP; HP 9/3/15: to CP-ZOC;TH.
10	CPB	6/9/22	6/13/22		7/28/22	WONG ALBERT	7/28/2022: SITE ISSUED; TO PERMIT CENTER FOR PICK UP; -akw 7/20/2022: Final extension per SK; 07/15/2022: Extension fee required. Extension fee total \$1,549.35. When pay fee, new cancel date: 02/19/2023.ay 6/23/22: NO RESPONSE FROM APPLICANT ROUTE PLAN BACK TO APPROVED BIN 48;KL-END-. Approved: Emailed owner for additional documents.

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

**Appointments:**

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

Activity Date	Inspector	Inspection Description	Inspection Status
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**Special Inspections:**

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

Station Code Descriptions and Phone Numbers
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[Online Permit and Complaint Tracking](#) home page.

**Technical Support for Online Services**

If you need help or have a question about this service, please visit our [FAQ](#) area.

APPROVED  
Dept. of Building Insp.  
- San Francisco -

JUL 28 2022

*Patrick D'Jordan*  
PATRICK D'JORDAN  
DIRECTOR  
DEPT. OF BUILDING INSPECTION

APPLICATION FOR BUILDING PERMIT  
ADDITIONS, ALTERATIONS OR REPAIRS

FORM 3  OTHER AGENCIES REVIEW REQUIRED  
FORM 8  OVER-THE-COUNTER ISSUANCE

2 NUMBER OF PLAN SETS

DO NOT WRITE ABOVE THIS LINE

DATE FILED 8/28/22	FILING FEE RECEIPT NO. 15092416	(1) STREET ADDRESS OF JOB 95 St Germain Ave	BLOCK & LOT BK 2721 Lot 50
PERMIT NO. 202202021	ISSUED 7/28/2022	(2A) ESTIMATED COST OF JOB \$125,000	(2B) REVISED COST: BY: \$125,000 DATE: 4/2/19

SITE PERMIT  
SEP 03 2015  
THIS APPLICATION SUBMITTED FOR SITE PERMIT ONLY NO WORK MAY BE STARTED UNTIL CONSTRUCTION PLANS HAVE BEEN APPROVED.  
BUILDING ENLARGEMENT  
DESCRIPTION  
 VERTICAL  
 HORIZONTAL

APPROVED FOR ISSUANCE  
6/13/2022

BLDG. FORM 3/8  
APPLICATION NUMBER  
2015 0903 4048  
OSHA APPROVAL REQ'D

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING

(4A) TYPE OF CONSTR. 5	(5A) NO. OF STORIES OF OCCUPANCY 2	(6A) NO. OF BASEMENTS AND CELLARS 1	(7A) PRESENT USE: Residential SFD	(8A) OCCUP. CLASS R-3	(9A) NO. OF DWELLING UNITS 1
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DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION

(4) TYPE OF CONSTR. 5	(5) NO. OF STORIES OF OCCUPANCY 2	(6) NO. OF BASEMENTS AND CELLARS 1	(7) PROPOSED USE (LEGAL USE) Residential owner occupied SFD	(8) OCCUP. CLASS R-3	(9) NO. OF DWELLING UNITS 1
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(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED? NO <input checked="" type="checkbox"/>	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION? NO <input checked="" type="checkbox"/>	(12) ELECTRICAL WORK TO BE PERFORMED? NO <input checked="" type="checkbox"/>	(13) PLUMBING WORK TO BE PERFORMED? NO <input checked="" type="checkbox"/>
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(14) GENERAL CONTRACTOR TAD OWNER BUILDER	ADDRESS	ZIP	PHONE	CALIF. LIC. NO.	EXPIRATION DATE
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(15) OWNER - LESSEE (CROSS OUT ONE) Victoria J. Yee	ADDRESS 979 Cayuse Rd	ZIP 9453	BTRC#	PHONE (FOR CONTACT BY DEPT.) 831-402-1712
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(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)

Add elevator to front of house. Add car lift necessitating bump up of garage. Add decking (stone) to top of garage roof.

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING? NO <input checked="" type="checkbox"/>	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING? NO <input checked="" type="checkbox"/>	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA 125 SQ. FT.
(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED? NO <input checked="" type="checkbox"/>	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE? NO <input checked="" type="checkbox"/>	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN) NO <input checked="" type="checkbox"/>	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY? NO <input checked="" type="checkbox"/>
(25) ARCHITECT OR ENGINEER (DESIGN <input checked="" type="checkbox"/> CONSTRUCTION <input type="checkbox"/> Gary A. Diebel, AIA	ADDRESS P.O. Box 1044, Burlingame, CA 94011-1044	CALIF. CERTIFICATE NO.	
(26) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN") SARAVAGLIA ARCHITECTURE	ADDRESS 592 MARKET STREET #1800 SF CA		

IMPORTANT NOTICES

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Housing Code.

No portion of building or structure or scaffolding used during construction is to be closer than 6'0" to any wire containing more than 750 volts. See Sec 385, California Penal Code.

Pursuant to San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site.

Grade lines as shown on drawings accompanying this application are assumed to be correct. If actual grade lines are not the same as shown, revised drawings showing correct grade lines, cuts and fills, and complete details of retaining walls and wall footings must be submitted to this department for approval.

ANY STIPULATION REQUIRED HEREIN OR BY CODE MAY BE APPEALED.

BUILDING NOT TO BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR PERMIT OF OCCUPANCY GRANTED, WHEN REQUIRED.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED. SEPARATE PERMITS ARE REQUIRED IF ANSWER IS "YES" TO ANY OF ABOVE QUESTIONS (10) (11) (12) (13) (22) OR (24).

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

In dwellings, all insulating materials must have a clearance of not less than two inches from all electrical wires or equipment.

CHECK APPROPRIATE BOX

<input checked="" type="checkbox"/> OWNER	<input type="checkbox"/> ARCHITECT
<input type="checkbox"/> LESSEE	<input type="checkbox"/> AGENT
<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> ENGINEER

APPLICANT'S CERTIFICATION

I HEREBY CERTIFY AND AGREE THAT IF A PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED IN THIS APPLICATION, ALL THE PROVISIONS OF THE PERMIT AND ALL LAWS AND ORDINANCES THERETO WILL BE COMPLIED WITH.

NOTICE TO APPLICANT 94104

HOLD HARMLESS CLAUSE. The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claims, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands or actions.

In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have worker's compensation coverage under (I) or (II) designated below, or shall indicate item (III), (IV), or (V), whichever is applicable. If however item (V) is checked, item (IV) must be checked as well. Mark the appropriate method of compliance below.

I hereby affirm under penalty of perjury one of the following declarations:

- ( ) I. I have and will maintain a certificate of consent to self-insure for worker's compensation, as provided by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- ( ) II. I have and will maintain worker's compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My worker's compensation insurance carrier and policy number are:  
Carrier \_\_\_\_\_  
Policy Number \_\_\_\_\_
- ( ) III. The cost of the work to be done is \$100 or less.
- IV. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the worker's compensation laws of California. I further acknowledge that I understand that in the event that I should become subject to the worker's compensation provisions of the Labor Code of California and fail to comply forthwith with the provisions of Section 3800 of the Labor Code, that the permit herein applied for shall be deemed revoked.
- V. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the worker's compensation laws of California and who, prior to the commencement of any work, will file a completed copy of this form with the Central Permit Bureau.

*Victoria J. Yee*  
Signature of Applicant or Agent  
8/28/15  
Date

OFFICE COPY

# BRIEF SUBMITTED BY THE APPELLANT(S)

August 25, 2022

**VIA ELECTRONIC MAIL**

Re: Appeal No. 22-630

Dear City and County of San Francisco Board of Appeals:

**INTRODUCTION**

This brief is in regards to Appeal No. 22-060 and the issuance of building permit number 2015-0903-6048. This law firm represents Lisa and Patrice Gautier, who live at 99 St. Germain Avenue, San Francisco, CA 94114 (“Gautier”). The Gautiers live directly adjacent to the Yee residence which is located at 95 St. Germain Avenue, San Francisco, CA 94114. (Please see **Exhibit A** which shows the location of the two houses.) The Gautiers and Yees have reciprocal easements extending from the parties shared property line five feet in either direction to the parties’ front doors, and extending down each parties’ front stairways to the street level (“Easement Area”).

On July 28, 2022, building permit number 2015-0903-6048 was issued to the Yees, to add an elevator to the front of the house, and other modifications. (Please see attached **Exhibit B**.) As we will explain in more detail below, the work contemplated by permit number 2015-0903-6048, violates the Easement Area, and as a result the Gautier’s were forced to file an appeal due to issuance of building permit 2015-0902-6048 to prevent the encroachment into the easement and to preserve the Gautier’s legal rights granted to them by the reciprocal easement.

## **BACKGROUND**

Each of the parties' properties is improved with a Mid-Century Modern home that was designed and constructed at or about the same time in the 1970's by the same architect/developer.

The boundary line between the properties ran through a unique architectural feature: An elevator and elevator tower that was built between the homes to allow owners of both properties to ascend two stories from street level to a common landing near their front doors. The elevator, elevator tower, and landing were collectively the subject of an easement agreement, recorded against both properties, that vests each of the owners with a right to access and use the improvements and imposes on each of the owners the obligation to maintain, preserve, and repair them. (Please see the original Easement as ***Exhibit C.***)

At the time the Gautiers purchased their property in 2012, the elevator, elevator tower and landing were in a state of relatively modest disrepair. The Gautiers approached the Yees and asked them whether they would be willing to jointly repair the tower and landing. The Yees rejected the Gautiers' request, notwithstanding their obligation to maintain, preserve, and repair the improvements under the easement agreement.

The Gautiers believe that the Yees attempted to undermine the structural integrity of the elevator, elevator tower and landing in the hope that the San Francisco Department of Building Inspection ("DBI") or other municipal agencies would compel their demolition. The Yees filed multiple complaints with DBI to report that the improvements were in a dangerous condition, and then disassembled parts of the tower



and landing. The Yees successfully provoked DBI to issue various notices of violation regarding the condition of the elevator, elevator tower and landing. Yet, when the Gautiers sought to address the Notices of Violation and repair the elevator, elevator tower and landing, even at their sole expense, the Yees prevented the Gautiers from doing so (because these structures cross the boundary line, the Gautiers needed the Yees' consent to obtain repair permits).

By not signing off on the work as required by the easement, the Yees blocked the Gautiers and their contractors from accessing the improvements and undertaking repairs. As a result of the Yees' actions, the Gautiers were forced to file an Complaint in Superior Court to seek to enforce the terms and conditions of the easement agreement. The Yees then filed a Cross-Complaint against the Gautiers, and the Complaint and Cross-Complaint were tried before Honorable Curtis E.A. Karnow in February 2020.

The Court filed a Statement of Decision on April 17, 2020, in which it held that the Gautiers met their burden of proof on each of their claims, and the Yees failed to meet their burden of proof on any of their claims. In its Statement of Decision, the Court directed the Gautiers to submit a proposed judgment. The Court confirmed its willingness to enter a judgment on each claim, but suggested that the parties were confronted with something more important than a judgment: "charting a way forward together. If they do not, there may be more ruinous litigation."

### **THE JUDGMENT QUIETING TITLE, AND ITS RECORDATION**

With the Court's indulgence, the parties spent the next month working on the precise language of the proposed judgment. Finally, on May 20, 2020, the parties

stipulated to a proposed judgment, which the Court signed the next day (see attached **Exhibit D**).

The May 21, 2020 Judgment provides, in relevant part, the following:

“Quiet Title. The Easements are valid and enforceable. Title to the Easements is hereby quieted in favor of the Gautiers, establishing and confirming the Gautiers’ rights, title, and interest in and to the Easements and within the Easement Area as identified in that Corporation Grant Deed recorded on June 1, 1981 in the San Francisco Recorder’s Office as Document Number 92112, Book D211 at Pages 490 to 492. The Easements equally burden and benefit, and run with the Gautiers’ property identified as San Francisco Assessor’s Lot 049; Block 2721 and commonly described as 99 St. Germain Avenue (the “Gautier Property”), and the Yees’ property identified as San Francisco Assessor’s Lot 050; Block 2721 and commonly described as 95 St. Germain Avenue (the “Yee Property”). The Easements grant a right of way for pedestrian use whether or not in connection with elevator use, maintenance, or repair. The Easements are also for use, maintenance, and repair of an elevator within the Easement Area that is permitted by the City and County of San Francisco (the “City”), and need not be vertical or wheelchair accessible. This Judgment neither expands nor limits the Easements as recorded, rather clarifies their terms.”

*“[T]he Yees, and all persons acting for, on behalf, or in concert with the Yees, shall be and hereby are permanently enjoined from interfering with the Gautiers’ rights, title, and interest in and to the Easements and within the Easement Area, including but not limited to the Gautiers’ access, use, repair, and maintenance of any elevator permitted by the City within the Easement Area.”*

“Both parties are free to repair their own respective stairs, but neither party shall impact the existing free space available for the Replacement Elevator. .... Each party shall provide to the other party a true copy of the plans they intend to submit to the City for the repair of their stairs, for the sole purpose of compliance with this Section, no less than 30 days prior to such submission.”

### **THE YEES DEEMED GUILTY OF CONTEMPT**

In the many months following the trial, the Gautiers tried to get the Yees to abide by the Judgment. One point of the Judgment was for the Yees to repair their stairs so that the Notice of Violations (“NOVs”) issued by the City could be cleared. While the Judgment required the Yees to work to clear the NOVs, they steadfastly refused to discuss with the Gautiers when they would finally repair their stairs.

On March 17, 2022, the Gautiers moved for an Order to Show Cause regarding Contempt, which the Court issued. On July 11, 2022, after the half-day hearing, the Court held the Yees in Contempt on 17 of the 19 counts sought, and sanctioned the Yees and granted Gautiers all of their attorneys’ fees. (Please see **Exhibit E**). The Order concluded with this: “The reader of this order will understand my determination (a) that the Judgment be in full effect, and (b) to have proven contemnors reimburse the reasonable fees and costs incurred by a party enforcing the Judgment, if permitted by law.” (July 11, 2022 Order, p. 22:16-19.) There is no question the Judgment quieting title is in “full effect.”

### **CURRENT BUILDING PERMIT**

We have provided you with a summary of the long history between these two properties, to provide the Appeals Board with context as to why the Gautiers are filing this appeal.

After going through the litigation and removing the NOVs, the Gautiers were finally able to submit their plans to reconstruct the elevator, which is currently under consideration. (See attached **Exhibit F**.) As a compromise, the Gautiers agreed to pay for all of the costs associated with designing and building the replacement elevator.

Moreover, they have provided the Yees with the opportunity to provide input on the safety and compliance of the replacement elevator. Since the elevator will be located within the shared easement, both parties will have equal use of the elevator.

In spite of all of this history between these two properties, and the Gautiers' generously agreeing to pay for the construction of the shared replacement elevator, the Yees have submitted building permit number 2015-0903-6048 to build an additional elevator at their house. The Yees' plans permit the building of a structure which encroaches into the reciprocal easement between the parties. As a result, the Gautiers have filed this appeal. The violation of the Easement Area is displayed in the attached paper drawing, since we were unable to make copies of the building permit plans as ***Exhibit G***.

#### **ISSUANCE OF THE PERMIT WOULD VIOLATE MUNICIPAL CODE**

The approval and issuance of building permit number 2015-0903-6048, that allows a structure to encroach into an existing easement violates policies in the San Francisco municipal code.

Section 101 (b) of the San Francisco municipal code states that: This Planning Code is adopted to promote and protect the public health, safety, peace, morals, comfort, convenience and general welfare, and for the following more particularly specified purposes:

- (b) To protect the character and stability of residential, commercial and industrial areas within the City, and to promote the orderly and beneficial development of such areas;

Section 175(b) of San Francisco municipal code states: No such application, permit or license shall be approved or issued by any City department for the construction, reconstruction, enlargement, alteration, relocation or occupancy of any structure if the construction or other activities that would be authorized by the requested permit or license would not conform in all respects to this Code, or if the structure or any feature thereof is designed, constructed, arranged, maintained or intended to be used for a purpose or in a manner contrary to the provisions of this Code.

In this appeal brief we have provided you with clear evidence that the Easement between the parties is legally in effect, and any violation or encroachment of that easement would violate a court order. With this undisputed information, we believe that the San Francisco building department does not have the ability to issue building permit number 2015-0903-6048 to the Yees, since issuance of the building permit would **not** “protect the character of residential areas” and it would **not** promote “orderly and beneficial development.” In fact, if building permit number 2015-0903-6048 is issued to the Yees, it will force the Gautiers to file an order with the court to uphold the court’s prior decisions. Issuance of a building permit number 2015-0903-6048 to the Yees, would be in clear contradiction to Section 175(b) of the San Francisco Municipal Code.

### **PERMANENT INJUNCTION**

In the court judgment dated May 21, 2020 issued by the Superior Court of California for the City and County of San Francisco, the judgement mandated a permanent injunction to further prevent the Yees from violating the easement between the parties. In the judgment the court held that “the Yees, and all persons acting for, on behalf, or in concert with the Yees, shall be and hereby are permanently enjoined from

interfering with the Gautiers' rights, title, and interest in and to the Easements and within the Easement Area..." The court went on to further clarify that "It is ordered that the Yees, and all person acting for, on behalf, or in concert with the Yees, shall be and are hereby permanently enjoined from trespassing or creating a nuisance by placing any item whatsoever within the Easement Area." The issuance of building permit number 2015-0903-6048 violates this permanent injunction since it permits the Yees to place permanent structures within the easement area, which is in direct violation of the Court's order.

### **CONCLUSION**

As we have outlined in this brief, there is a current reciprocal easement between the Gautiers and the Yees. The plans that are proposed in building permit number 2015-0903-6048, would allow the Yees to build a structure within the Easement Area. Building a structure within the Easement Area is not only in direct violation of the existing valid easement between the parties, but it also violates a court order and a permanent injunction that prevents any building or encroachment into the Easement Area. Issuing a building permit, knowing that the structure that is being built would violate an easement, would be considered by the courts to be acting "in concert with the Yees" to interfere with the "Gautier' rights, title and interest in and to the Easements and within the Easement Area." Approval and issuance of building permit number 2015-0903-6048 would be in direct contradiction to the Permanent Injunction issued by the Court.

Moreover, the issuance of a building permit that knowingly violates an easement would be direction violation of Section 175(b) of the San Francisco municipal code state.

Due to the reasons stated in this appeal, we request that the Appeals Board halts the approval and issuance of building permit number 2015-0903-6048.

Very truly yours,

A handwritten signature in blue ink, appearing to read "BR" followed by a long horizontal stroke.

Brian C. Russell  
Counsel











STUSD + 144# < 500 #  
Dmg 4/2/19

**SITE PERMIT**  
SEP 03 2015  
THIS APPLICATION SUBMITTED FOR SITE PERMIT ONLY. NO WORK MAY BE STARTED UNTIL CONSTRUCTION PLANS HAVE BEEN APPROVED.  
BUILDING ENLARGEMENT  
DESCRIPTION  
 VERTICAL  
 HORIZONTAL

APPROVED FOR ISSUANCE  
6/13/2022

BLDG. FORM 318

APPLICATION NUMBER 20150903401845

OSHA APPROVAL REQUIRED

*Patrick O'Riordan*  
PATRICK O'RIORDAN  
DIRECTOR  
DEPT. OF BUILDING INSPECTION

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

FORM 3  OTHER AGENCIES REVIEW REQUIRED  
FORM 8  OVER-THE-COUNTER ISSUANCE

**CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION**

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

2 NUMBER OF PLAN SETS

DO NOT WRITE ABOVE THIS LINE

DATE FILED 8/28/15	FILING FEE RECEIPT NO. 15092416	(1) STREET ADDRESS OF JOB 45 St Germain Ave	BLOCK & LOT Blk 2721 - Lot 50
PERMIT NO. 202020201	ISSUED 7/28/2022	(2A) ESTIMATED COST OF JOB \$125,000	(2B) REVISED COST: BY: \$125,000 DATE: 4/2/19

**INFORMATION TO BE FURNISHED BY ALL APPLICANTS**

**LEGAL DESCRIPTION OF EXISTING BUILDING**

(4A) TYPE OF CONSTR. 5	(5A) NO. OF STORIES OF OCCUPANCY: 2	(6A) NO. OF BASEMENTS AND CELLARS: 1	(7A) PRESENT USE: Residential SFD	(8A) OCCUP. CLASS R-3	(9A) NO. OF DWELLING UNITS: 1
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**DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION**

(4) TYPE OF CONSTR. 5	(5) NO. OF STORIES OF OCCUPANCY: 2	(6) NO. OF BASEMENTS AND CELLARS: 1	(7) PROPOSED USE (LEGAL USE) Residential (owner occupied) SFD	(8) OCCUP. CLASS R-3	(9) NO. OF DWELLING UNITS: 1
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(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(12) ELECTRICAL WORK TO BE PERFORMED?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(13) PLUMBING WORK TO BE PERFORMED?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
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(14) GENERAL CONTRACTOR JBD OWNER BUILDER	ADDRESS	ZIP	PHONE	CALIF. LIC. NO.	EXPIRATION DATE
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(15) OWNER, LESSEE (CROSS OUT ONE) Victoria J. Yee	ADDRESS 979 Cayuse Rd	ZIP 9453	BTRC#	PHONE (FOR CONTACT BY DEPT.) 831-402-1712
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(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)  
Add elevator to front of house. Add car lift necessitating bump up of garage. Add decking (stone) to top of garage roof.

**ADDITIONAL INFORMATION**

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING?	? YES <input type="checkbox"/> NO <input type="checkbox"/>	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA	125 SQ. FT.
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(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN)	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
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(25) ARCHITECT OR ENGINEER (DESIGN OR CONSTRUCTION) Gary A Diebel AIA	ADDRESS P.O. Box 1044, Burlingame, CA	CALIF. CERTIFICATE NO. 94011-1044
--	--	--------------------------------------

(26) CONSTRUCTION LEADER (ENTER NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LEADER, ENTER "UNKNOWN") SARAVAGLIA ARCHITECTURE	ADDRESS 592 MARKET STREET	ZIP 94104
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**IMPORTANT NOTICES**

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Housing Code.

No portion of building or structure or scaffolding used during construction is to be closer than 6"0" to any wire containing more than 750 volts. See Sec 385, California Penal Code.

Pursuant to San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site.

Grade lines as shown on drawings accompanying this application are assumed to be correct. If actual grade lines are not the same as shown, revised drawings showing correct grade lines, cuts and fills, and complete details of retaining walls and wall footings must be submitted to this department for approval.

ANY STIPULATION REQUIRED HEREIN OR BY CODE MAY BE APPEALED.

BUILDING NOT TO BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR PERMIT OF OCCUPANCY GRANTED, WHEN REQUIRED.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED. SEPARATE PERMITS ARE REQUIRED IF ANSWER IS "YES" TO ANY OF ABOVE QUESTIONS (10) (11) (12) (13) (22) OR (24).

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

In dwellings, all insulating materials must have a clearance of not less than two inches from all electrical wires or equipment.

CHECK APPROPRIATE BOX  
 OWNER  
 LESSEE  
 CONTRACTOR

ARCHITECT  
 AGENT  
 ENGINEER

**APPLICANT'S CERTIFICATION**

I HEREBY CERTIFY AND AGREE THAT IF A PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED IN THIS APPLICATION, ALL THE PROVISIONS OF THE PERMIT AND ALL LAWS AND ORDINANCES THERETO WILL BE COMPLIED WITH.

**NOTICE TO APPLICANT**

**HOLD HARMLESS CLAUSE.** The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claims, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands or actions.

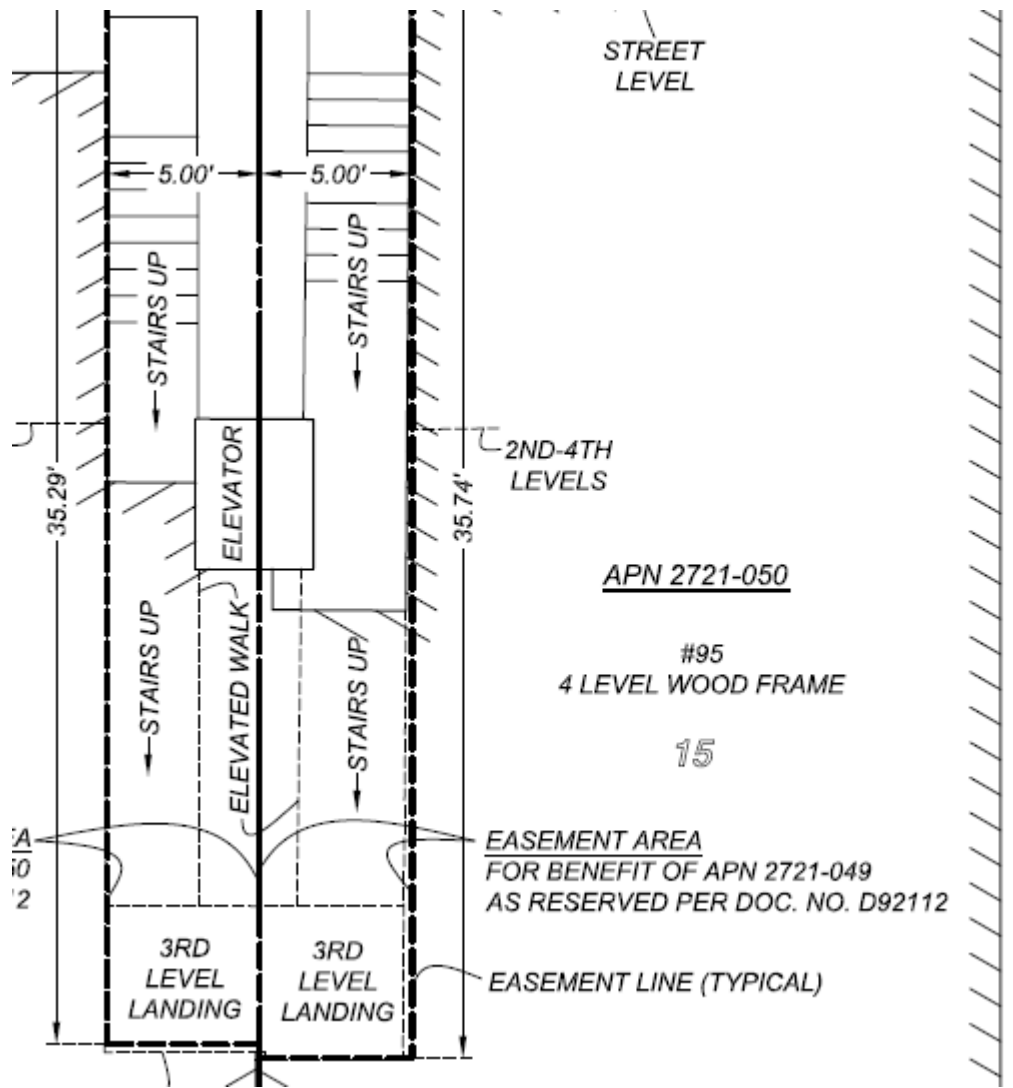
In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have worker's compensation coverage under (I) or (II) designated below, or shall indicate item (III), (IV), or (V), whichever is applicable, if however item (V) is checked, item (IV) must be checked as well. Mark the appropriate method of compliance below.

I hereby affirm under penalty of perjury one of the following declarations:

- ( ) I. I have and will maintain a certificate of consent to self-insure for worker's compensation, as provided by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- ( ) II. I have and will maintain worker's compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My worker's compensation insurance carrier and policy number are:  
Carrier \_\_\_\_\_  
Policy Number \_\_\_\_\_
- ( ) III. The cost of the work to be done is \$100 or less.
- IV. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the worker's compensation laws of California. I further acknowledge that I understand that in the event that I should become subject to the worker's compensation provisions of the Labor Code of California and fail to comply therewith with the provisions of Section 3800 of the Labor Code, that the permit herein applied for shall be deemed revoked.
- V. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the worker's compensation laws of California and who, prior to the commencement of any work, will file a completed copy of this form with the Central Permit Bureau.

Signature of Applicant or Agent: *Victoria J. Yee*  
Date: 8/28/15









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

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

RECORDING REQUESTED BY  
Hanson Bridgett LLP  
AND WHEN RECORDED MAIL TO

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

**JUDGMENT AFTER COURT TRIAL,  
AND PURSUANT TO STIPULATION**

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

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

**FILED**  
San Francisco County Superior Court

MAY 21 2020

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

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

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

Plaintiffs,

v.

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

Defendants.

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

Cross-Complainants,

v.

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

Cross-Defendants.

Case No. CGC-18-570147

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

CV

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



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

JUL 10 2020

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

BY: [Signature] DEPUTY CLERK

**T. MOROHOSH**



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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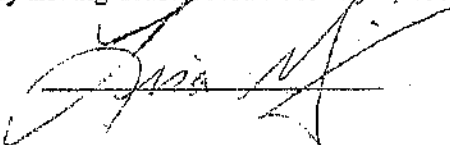
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4. It is further ordered that the Yees shall pay the Gautiers' costs in the sum of \$6,580.40.

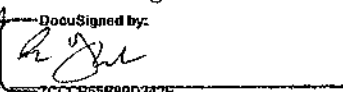
**SO STIPULATED**

DATED: May 20, 2020

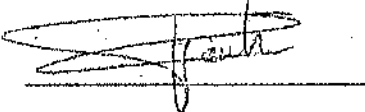
LISA GAUTIER, Co-Trustee of The Gautier Family Living Trust Dated February 3, 2007

By: 

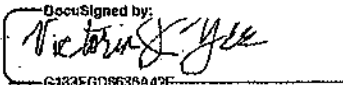
EDWARD S. YEE, M.D., Co-Trustee Under That Certain Trust Agreement Dated January 29, 1984

By:   
DocuSigned by: 7CC65589D342E

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

By: 

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

By:   
DocuSigned by: G133FGD9638A42E

APPROVED AS TO FORM:

HANSON BRIDGETT LLP

By:   
JORDAN A. LAVINSKY  
EMILY M. CHARLEY

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

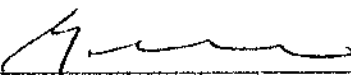
VALLA & ASSOCIATES, INC., PC

By:   
ANTONIO VALLA  
LISA PARRISH

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

**IT IS SO ORDERED**

Dated: May 21 2020

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

# Exhibit A - Grant Deed

RECORDING REQUESTED BY

WESTERN TITLE INS. CO.

D 92112

BOOK D211 PAGE 490

1981 JUN -1 PM 1:00

SAN FRANCISCO, CALIF

RECORDER

AND WHEN RECORDED MAIL TO

NAME  
ADDRESS  
CITY & STATE

Edward Sheewood Yee  
248 Amber Blvd.  
San Francisco Ca  
94131

Title Order No. Escrow No. 597581

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary transfer tax \$ 687.50  
 Computed on full value of property conveyed, or  
 Computed on full value less liens and encumbrances remaining thereon at time of sale.

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

MAIL TAX STATEMENTS TO

NAME  
ADDRESS  
CITY & STATE

Same as above

50  
LA 2721

### Corporation Grant Deed

WESTERN TITLE FORM NO. 102

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

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

all that real property situate in the \_\_\_\_\_ City and \_\_\_\_\_ County of San Francisco \_\_\_\_\_ State of California, described as follows:

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

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

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

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

By [Signature] PRESIDENT

By [Signature] President

By [Signature] SECRETARY

By [Signature] Secretary

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

[Signature] GRANTEE  
[Signature] GRANTEE



STATE OF CALIFORNIA

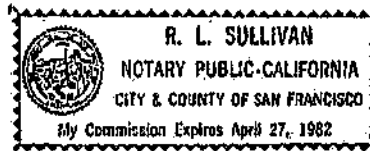
City and County of San Francisco<sup>99.</sup>  
On May 27, 1981, before me, Ruth L. Sullivan,

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

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

My commission expires 4-27-82  
  
Notary Public

BOOK D211 PAGE 491



PARCEL ONE:

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

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

PARCEL TWO:

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

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

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

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

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**Superior Court of California**

County of San Francisco

LISA GAUTIER et al

Plaintiffs,

vs.

EDWARD S. YEE M.D. et al,

Defendants.

EDWARD S. YEE M.D. et al,

Cross-Complainants,

vs.

LISA GAUTIER et al,

Cross-Defendants.

Case Number: CGC-18-570147

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

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

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

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


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

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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: May 26, 2020

T. Michael Yuen, Clerk

By:   
C. Joy Guandique, Deputy Clerk



CARN  
Assessor-Recorder  
City Hall, Room 190  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4698



U.S. POSTAGE PITNEY BOWES  
ZIP 94103 \$ 001.40<sup>0</sup>  
02 111  
0001396604 JUL 30 2020

HANSON BRIDGETT LLP  
Emily M. Charles, Esq.  
425 Market Street, 26 FL.  
San Francisco, CA 94105

HANSON BRIDGETT  
RECEIVED  
AUG 04 2020  
CALENDAR DEPARTMENT





**FILE**  
San Francisco County Superior

JUL 11 2022

CLERK OF THE COURT

BY: *R. Michael Dill*  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

LISA GAUTIER, et al.,  
Plaintiffs,

vs.

EDWARD S. YEE, et al.,  
Defendants.

AND RELATED CROSS CLAIMS

Case No. CGC-18-570147

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

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

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

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

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

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

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

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

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

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



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

2 Request for Judicial Notice

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

9 Predicate Judgment

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

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

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

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

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

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

1           The Charges

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

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

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

- 1 17. On March 7, 2022, the Yees are alleged to have violated Section 1.D of the  
2 Judgment by adding items in the Easement Area which were not subject to the  
3 exceptions in subsections (i)-(iii) of Section 1.D. Specifically, poles were replaced  
4 and the mats were retaped; and evidence of this is found on page 20 of Exhibit 1 to  
5 the Declaration of Lisa Gautier  
6  
7 18. On February 21, 2022, the Yees are alleged to have violated Sections 3.A and 3.B(ii)  
8 of the Judgment by refusing to sign the permit application and/or delegating  
9 authority to relevant professionals to do so. Evidence of this is found in Exhibits 11  
10 and 12 to the Declaration of Emily M. Charley.  
11  
12 19. The Yees are alleged to have violated Section 3.D of the Judgment by failing clear  
13 Notices of Violations (“NOV”) related to the Easements (No. 201766111, No.  
14 201772081, No. 201719942, and No. 201719941), as well as all steps required by  
15 the City to finalize the parties’ joint demolition permit No. 201910073721.  
16 Evidence of this is found in Exhibits 3 and 4 to the Declaration of Emily M. Charley,  
17 and Paragraph 9 in the Declaration of Lisa Gautier.  
18  
19 20. As of the date of this filing, the Yees are alleged to be in violation of Section 1.B of  
20 the Judgment by allowing prohibited items to remain in the Easement Area.  
21  
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27

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

#### Background Facts

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

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

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

4 The Yees filed a cross-complaint.

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

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

14 Additional Facts Regarding Acts of Contempt

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

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

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

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

7  
8 The Gautiers left their home in San Francisco at various times, but when they returned,  
9 they found that nothing had been fixed. (Gautier Dec. ¶4.) These failures were the subject of  
10 frequent notifications to the Yees. (Charley Dec. ¶5.) The notifications did not cause the Yees  
11 to comply. (*Id.*, ¶¶5-6.)

12  
13 Exhibit 1 to the Declaration of Lisa Gautier captures various moments in time. (Gautier  
14 Dec. ¶5; Ex. 1.) They show an ever-changing array of violations, including the Yees' escalation  
15 when the Gautiers were in town and/or tried to tidy up the messes created by the Yees. For  
16 example, during elections, the Gautiers offer their home as a polling location, but the Yees place  
17 obstructive chains and "No Trespassing" signs, and when these are removed the Yees add more.  
18 (*Id.*; ¶6, Ex. 1.)

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

26  
27 <sup>2</sup> The Ed Yee declaration was prepared on pleading paper by his counsel. If those lawyers knew his statement was false—and the other evidence on this case strongly suggests it is false (at a minimum; as a fact finder I have

1           Refusal to Clear the Notices of Violations

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

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

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

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

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

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

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

25  
26  
27 <sup>3</sup> The parties agreed that the Replacement Elevator would not intrude upon the Yees’ stairs. Thus the width of the parties’ stairs and bannisters was noted in Paragraph 3.C, and the parties confirmed that the remaining available space for the Replacement Elevator was 37 inches wide. (Judgment, ¶3.C.)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 Other Actions Affecting Easement Area

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

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

20 Findings on Each Count

21 The defense brief has some argument, and urges me not to find the defendants guilty, on  
22 count 19 (post-trial brief at 8:3, 19; 9:18). The brief also, without argument, urges me to find  
23 defendants not guilty on count 20 (*id.* at 10:12).  
24

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 15 12. [Omitted]

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

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

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

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

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



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

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

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

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

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

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

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

16 *As of February 21, 2022, the Yees had in fact not done what they could to further the*

17 *permit application process. Their suggestion that they were simply waiting on their*

18 *experts to advise them (see post-trial brief at 8:10) is not well taken, because the*

19 *Yees deliberately failed to tell their experts about pending plans and information*

20 *ready to be reviewed. Tr. 68, 31, 32. However, because it appears the permits have*

21 *now been signed,<sup>5</sup> I find the Yees not guilty of this contempt. This finding does not*

22 *adjudicate the facts or issues after February 21, 2022.*

- 23
- 24
- 25 19. The Yees are alleged to have violated Section 3.D of the Judgment by failing clear
- 26

27

---

<sup>5</sup> I will on motion amend this order if my assumption is incorrect.

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

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

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

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

15 Mitigation and Apologies

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

22 Fines

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

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

Total fines: \$ 8,000.00

Attorney's fees

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

1           Other Relief Sought by Plaintiffs

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

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

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

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

15          protections afforded to alleged contemnors.

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

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

18          party enforcing the Judgment, if permitted by law.

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

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

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

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

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

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

25          stated in the next section of this order.

26

27

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

3 Future Proceedings

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

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

10 Date for payment of fines and attorney's fees

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

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

15  
16  
17  
18  
19 Dated: July 11, 2022



20  
21  
22  
23  
24  
25  
26  
27  
Curtis E.A. Karnow  
Judge Of The Superior Court

Gautier v. Yee, et al.

Case No: CGC-18-570147

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

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

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

Dated: July 11, 2022

T. Michael Yuen, Clerk

By:



R. Michael Diles, Deputy Clerk





3 LIST

DRAWING INDEX	
SHEET	TITLE
001	COVER SHEET - 14" SPACE & PROJECT INFORMATION SHEET - DRAWING TITLE & ABBREVIATIONS
002	EXERCISES NOTES
003	GENERAL PLAN
004	GENERAL PLAN @ 1/8" = 1'-0"
005	GENERAL SECTION
006	HOISTWAY ENCLOSURE - FINISHED FLOOR
007	HOISTWAY ENCLOSURE - FINISHED FLOOR
008	HOISTWAY ENCLOSURE - FINISHED FLOOR
009	HOISTWAY ENCLOSURE - FINISHED FLOOR
010	HOISTWAY ENCLOSURE - FINISHED FLOOR
011	HOISTWAY ENCLOSURE - FINISHED FLOOR
012	HOISTWAY ENCLOSURE - FINISHED FLOOR
013	HOISTWAY ENCLOSURE - FINISHED FLOOR
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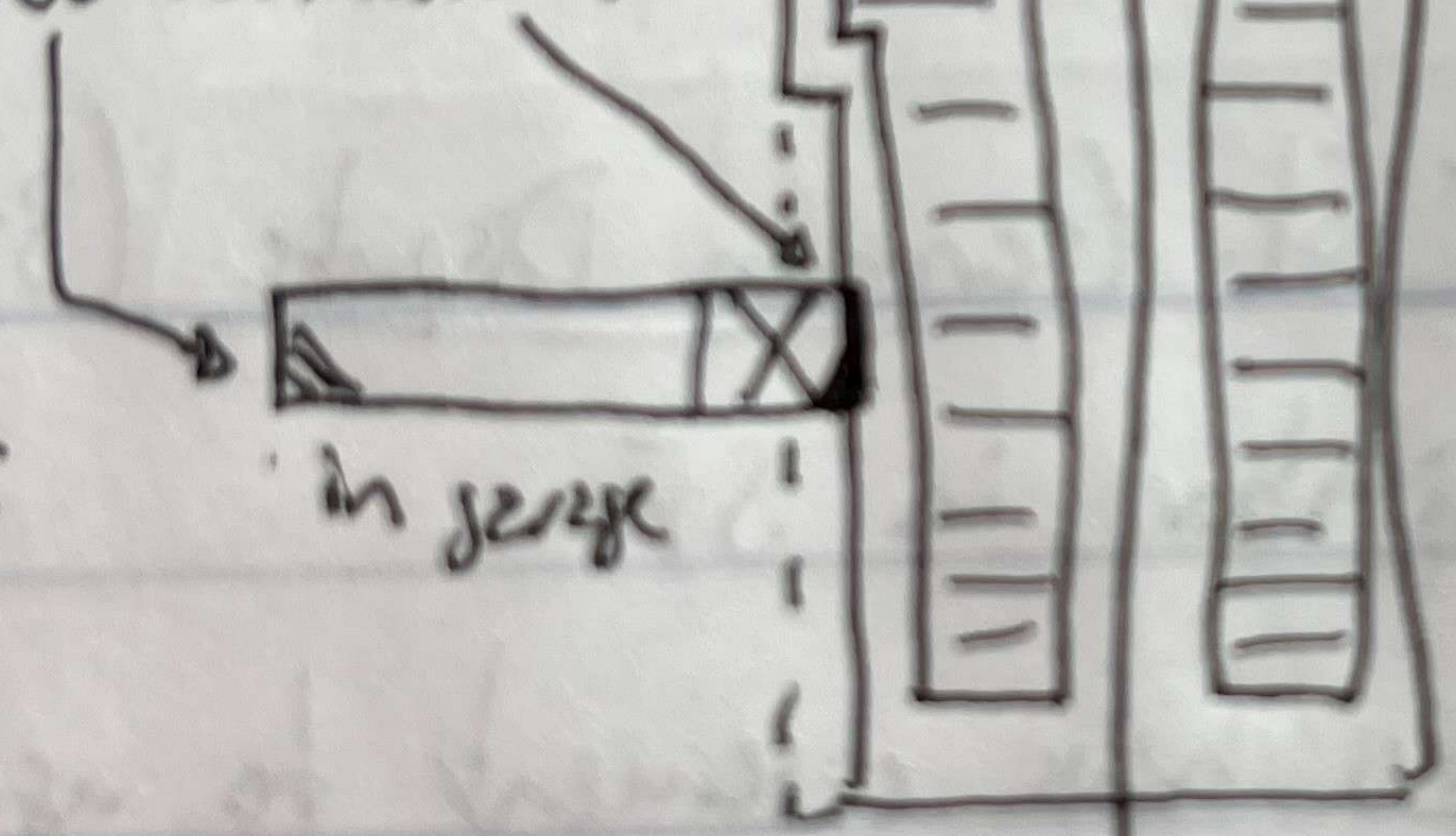
ABBREVIATIONS			
ADD.	ADDITIONAL	RF	RIBBED FACE
BL	BALUSTER	LR	LONG
BTM	BOTTOM	LF	LEFTHAND
BR	BRAIN	LOCN	LOCATION
CL	CRAFT WORK	LRH	LONG SIDE HORIZONTAL
CLM	COLUMNS	LRV	LONG SIDE VERTICAL
CONC	CONCRETE	MAX	MAXIMUM
CONT	CONTAINER	MIN	MINIMUM
CR	CRAFT WORK	NT	NOT TO SCALE
DBL	DOUBLE	OC	ON CENTER
DM	DIAMETER	OF	OUTSIDE FACE
DWS	DOUBLE	OP	OPPOSITE
EA	EACH	PO	POST BASE
EP	BACK FACE	PL	PROFILING LINE OR PLATE
FL	ELEVATION	PRCT	REDUCTION
FLG	EQUAL	PRCL	REDUCED
FR	FRONT FACE	RD	RIGHTHAND
FRM	FOUNDATION	SM	SMALLER
FLR	FLOOR	SPCS	SPECIFICATIONS
FS	FOOTING	TU	TOP UP
GV	GENERAL VERIFY	TM	TRACK MATS
GC	GENERAL CONTRACTOR	TY	TYPICAL
HN	HILL MARK	UND	UNLESS NOTED OTHERWISE
HORIZ	HORIZONTAL REBAR	VERT	VERTICAL REBAR





Stairwell area

Beyond limit of  
allowed obstruction



2: 1,760 SF

2: 1,815 SF

(25 x 100 ft.)

2,906 SF

door area: 144 SF (in lobby, 1st floor, + 2nd floor)

## **BRIEF SUBMITTED BY THE PERMIT HOLDER(S)**



# PRATHER

LAW OFFICES

September 8, 2022

VIA ELECTRONIC MAIL AND HAND DELIVERY

San Francisco Board of Appeals  
49 South Van Ness, Suite 1475  
San Francisco, CA 94103

[boardofappeals@sfgov.org](mailto:boardofappeals@sfgov.org)

Re: Appeal No. 22-630  
Hearing Date/Time: September 14, 2022, 5:00p.m.

Dear City and County of San Francisco Board of Appeals:

## INTRODUCTION

Dr. Edward Yee and his wife Victoria Yee (the “Yees”) submit this response brief in opposition to the appeal filed by Lisa and Patrice Gautier (the “Gautiers”). This law firm represents the Yees.

The Gautiers’ request that the Board of Appeals halt the approval of permit 2015-0903-6048 (the “Permit”) should be denied because the Permit does not violate the terms of a court judgment that involves an easement between the Yee Property and the Gautier Property.

While the court judgment outlines and clarifies certain rights within an Easement Area between the two properties, the Gautiers’ appeal brief glaringly omits the following critical exception to the provision prohibiting the Yees from placing “any item” within the Easement Area:

“maintenance and repair equipment related to **permitted construction to the Yee’s exterior**

**property wall abutting the Easement Area....”** The judgment further provides that both parties are free to repair their respective stairs; but prohibits the parties from impacting the existing free space available for a replacement elevator in the Easement Area.

The Gautiers seem to be objecting to issuance of the Permit because the new elevator structure encompassed in the plans extends 2.75 inches into the Easement Area. However, this minimal extension is now “permitted construction” to the Yees’ exterior property wall, is located within the 41 inches allotted to the Yees for their own stairs, and does not impact the free space in the Easement Area for a replacement elevator (which is actually going to be a dumbwaiter) that the Gautiers are installing. The Gautiers have misconstrued the rights and restrictions of the Easement Area; the judgment simply does not prohibit the Yees’ permitted construction. The 2.75 inches is necessary for wheelchair maneuverability and is a reasonable modification for persons with disabilities, like Mrs. Yee.

It should also be noted that while the Gautiers refer to the Permit as a “building” permit, the Permit is actually a “site” permit. The Yees have not yet submitted their application for the building permit, which will include submission of the engineer’s structural drawings. Back on May 24, 2022, the Yees provided the Gautiers with the most current plans submitted to the City in connection with their Site Permit application. The corresponding structural drawings which the Yees intend to submit in connection with their application for the building permit were recently provided to the Gautiers.

### **RELEVANT BACKGROUND**

The Gautiers' brief spends numerous pages mischaracterizing various disputes over the years between the Gautiers and the Yees – most of which is completely irrelevant to the issue at hand. The only issue is whether the necessary expansion of 2.75 inches into the Yees' own stairwell area violates the court judgment. It does not and the Gautiers' appeal should be denied.

The Yees have lived at 95 Saint Germain Avenue for over 40 years. Dr. Yee is a licensed and board-certified medical doctor, and has been practicing medicine for 45 years. The Yees have spent many years in their home, and have taken steps as they get older to ensure they can safely age in place. This includes retaining the Garavaglia Architecture firm and the Duquette Engineering firm to help redesign their home to allow them to continue living there.

In recent years, Mrs. Yee has suffered from aging-related illnesses, including osteoporosis and the formation of an epiretinal membrane. Her osteoporosis disease has weakened her bones to the point where any fall can potentially cause serious injury. The resulting surgery for the epiretinal membrane has caused her lasting vision impairment, and she now suffers from double vision and depth perception issues. She also suffers from asthma, which when combined with her other conditions, makes walking up and down their stairs difficult. It is necessary for Mrs. Yee to use poles to help her maintain balance while walking. All of these medical conditions and disabilities taken together make traveling up and down the stairs extraordinarily hazardous.

Thus, the Yees' redesign plans for their home that will allow them to continue living there involves installing an ADA-compliant elevator. The overall project approved by the Permit also includes expansion of the front of their home and garage to accommodate a vehicle/parking lift as well as the elevator. The project required a variance for a reasonable modification which was approved by the Board of Appeals in 2017. After approval of the variance (which the Gautiers had objected to), a further revision was made to the plans in order to reduce the expansion space in an effort to appease the Gautiers; this revision involved rotating the elevator ninety-degrees in order to reduce the expansion into the set back by 1 foot. Ultimately, the final plans resulted in needing an expansion of 2.75 inches because of necessary and required clearance, structural and other construction features. The 2.75 inches is space necessary to maneuver a wheelchair between a parked vehicle and the open elevator door. [See Declaration of Michael Garavaglia, attached hereto as Exhibit A ("Garavaglia Decl.") at ¶ 4]

#### **THE EASEMENT AREA AND SUPERIOR COURT JUDGMENT**

The Yee Property and the Gautier Property were originally designed and built with an elevator and elevator tower between the homes which is part of an easement agreement recorded against both properties. This elevator, and its tower and landing, was in a shape of disrepair, and the Yees initially proposed plans whereby they would demolish half of the elevator structure. The Gautiers objected and filed a lawsuit in the San Francisco Superior Court seeking to prevent the Yees from demolishing the structure. The parties also asserted various other claims of trespass and nuisance against each other. The Gautiers trespass and

nuisance claims mainly concerned personal items that the Yees had placed in the Easement Area – and had nothing to do with the new elevator plans encompassed in the Yees' Permit.

This litigation resulted in the May 21, 2020 Judgment After Court Trial, And Pursuant to Stipulation (the "Judgment") that is attached as Exhibit D to the Gautiers' brief. The Judgment directs the Yees to remove items they placed in the Easement Area "including but not limited to ladders, tarps, netting, taping, boards, trash bins, umbrellas, cones, mats, chains, brooms, mops.....and the like." The Judgment also enjoined the Yees "from trespassing or creating a nuisance by placing any item whatsoever within the Easement Area and/or spray-painting or otherwise marking the Easement Area."

There are exceptions to this prohibition which include allowing the Yees to place a door mat and walking sticks within two feet of their front door. Another critical exception to the prohibition – which the Gautiers have ignored in their brief – is for "maintenance and repair equipment related to permitted construction to the Yee's exterior property wall abutting the Easement Area...."

Also, given that the Yees were planning on installing their own elevator and did not want to install a replacement elevator in the easement area, the Judgment requires the Gautiers to "pay, one time only, 100% of the costs associated with a replacement elevator within the Easement Area" and, in turn, the Yees are not allowed to participate in any of the process surrounding the replacement elevator, including its design and style (with the limited exception regarding identifying best practices to ensure safety and structural integrity). The Yees will however be responsible for half of the maintenance costs. It is worth noting that the



Gautiers have chosen to install a dumbwaiter elevator (Permit No. 2022-0804-9878). A dumbwaiter is a small freight elevator; it is not a passenger elevator.

Lastly, and importantly, the Judgment provides that “[b]oth parties are free to repair their own respective stairs, but neither party shall impact the existing free space available for the Replacement Elevator.” The Yees have 41 inches for their stairs, and the Gautiers have 40 inches for their stairs, resulting in 37 inches available for the Replacement Elevator. The parties are not allowed to increase the current footprint of their respective stairs within the Easement Area. The Yees’ Permit does not violate these terms.

**THE PERMITTED 2.75 INCHES EXTENSION OF THE YEE’S NEW ELEVATOR INTO THE YEE’S OWN STAIRWELL SPACE DOES NOT VIOLATE THE EASEMENT OR JUDGMENT**

The plans encompassed by the Permit for the Yees’ new elevator do not violate the easement, the Judgment or the Municipal Code because, as set forth in the Judgment, the Yees are allowed to engage in “permitted construction” to their “exterior property wall abutting the Easement Area.” The Gautiers have been aware for years, and prior to the Judgment, that the Yees were redesigning their home in order to install this new elevator and would be applying for permits for this construction.

The Yees’ architect, Michael Garavaglia, took the terms of the Judgment into consideration when preparing the design plans submitted to and approved by the City for the Permit, and prepared the plans to be what he believes is in compliance with those terms. Like the Yees, Mr. Garavaglia was surprised to learn that the Gautiers have appealed the issuance of the Permit seemingly because of the 2.75 inches extending from the Yees’ current exterior property wall abutting the Easement Area. The 2.75 inches extends from the Yees’ current

exterior wall into the Yees' own stairwell space; the Judgment allots the Yees 41 inches for their stairs. This 2.75 inches has absolutely no impact on the 37 inches of free space available for the dumbwaiter/elevator replacement in the Easement Area. This 2.75 inches does not increase the footprint of the Yees stairs within the Easement Area. [See Garavaglia Decl. ¶ 5].

The judgment – which was based on stipulation between the parties – was never intended to prohibit the Yees from moving forward with the new elevator construction. Yet, once again, the Gautiers are trying to prevent this construction.

It is also important to note that the Yees' elevator plans encompassed in the Permit have been designed to provide just the minimum access and clearance needed for wheelchairs, and there were many constraints, including clearance issues, that had to be addressed in the project design. [See Garavaglia Decl. ¶ 6].

The Gautiers' appeal should therefore be denied because the Permit does not violate the easement, Judgment or Municipal Code.

Very truly yours,

*/s/Sybil L. Renick*

Sybil L. Renick

Counsel for Dr. and Mrs. Yee

EXHIBIT A

## DECLARATION OF MICHAEL GARAVAGLIA

I, Michael Garavaglia, declare as follows:

1. I make this declaration in support of the response by Dr. Edward S. Yee and Victoria J. Yee (the "Yees") to Appeal No. 22-060 before the City and County of San Francisco Board of Appeals brought by Lisa and Patrice Gautier.
2. I am a licensed architect with over 41 years of professional experience. I received my Bachelor of Architecture degree from California State Polytechnic University in 1980, and my professionally licensed architect license number is C14833. I have a professional certification from the Leadership in Energy and Environmental Design ("LEED") by the U.S. Green Building Council and am a member of the American Institute of Architecture. In 1986, I founded by own architectural firm, Garavaglia Architecture Inc. for which I am the principal. I routinely perform work on commercial and residential properties in the City of San Francisco. As a result, I am familiar with the permitting process for residential construction projects in the City. I have worked extensively with the relevant agencies governing the construction in San Francisco, including the City's Department of Building Inspection and the Planning Department.
3. Since April 2016, my firm has been retained to perform architectural work for the Yees' property located at 95 Saint Germain Avenue, San Francisco, CA 94114.
4. On July 28, 2022, the City issued Site Permit No. 2015-0903-6048 ("Site Permit") to the Yees to add an elevator to the front of their home and other modifications including expansion of the front of their home and garage to accommodate a car/parking lift. The project required a variance as per a "Reasonable Modification" as defined by the Planning Code, which was approved by the Board of Appeals in 2017. After approval of the variance, a further revision was made in order to reduce the expansion space in an effort to appease the Yees' neighbors; this revision involved rotating the elevator ninety-degrees which reduced the expansion into the set back by 1 foot. Ultimately, the final plans resulted in needing an expansion of 2.75 inches because of necessary and required clearance, structural and other construction features and conditions. The 2.75 inches is necessary space in order to maneuver a wheelchair between a parked vehicle and the open elevator door.
5. I took into account the terms of the May 21, 2020 San Francisco Superior Court Judgment After Court Trial, and Pursuant to Stipulation (Case No. CGC-18-570147), in preparing the design and plans for adding the new elevator and other modifications to the Yees' home, and prepared the plans to be what I believe is in compliance with those terms. The language we reviewed included: "maintenance and repair equipment related to permitted construction to the Yee's exterior property wall abutting the Easement Area". I was surprised to learn that the Yees' neighbors (Lisa and Patrice Gautier) have appealed the issuance of the Site Permit seemingly because of the 2.75 inches extending from the Yees' current exterior property wall abutting the easement area. The 2.75 inches extends only from the Yees' current exterior wall into the Yees' own stairwell space; the court judgment allots the Yees 41 inches for their

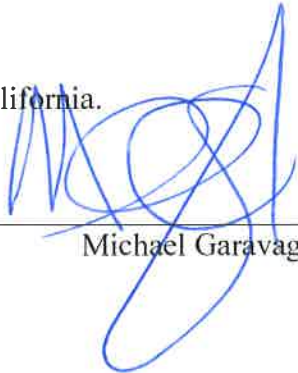
stairs. The 2.75 inches has absolutely no impact on the 37 inches of free space available for the dumbwaiter/elevator replacement in the easement area. The 2.75 inches does not increase the footprint of the Yees stairs within the easement area.

6. The plans for the Yees' new elevator were designed to provide just the minimum access and clearance needed for wheelchair maneuverability. Constraints we needed to address in the project's design included:

- City RDAT review required symmetrical window/bay layout on front facade
- City RDAT required a slightly larger variance request based on the requirement for a symmetrical bay.
- We needed to maintain a clearance at garage from shaft to car lift
- We needed to maintain a clearance at mechanical loft level between shaft and raised platform for overhead clearance for car lift
- A straight-through cab door location would not provide wheelchair clearance within existing area of bedroom furniture- thus we needed an elevator that was large enough for internal wheelchair turning radius
- The cab and shaft are minimum sizes required for wheelchair access, construction, and code requirements, including thin glass walls internally.

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

Executed on September 7, 2022, at San Francisco, California.



---

Michael Garavaglia

# PUBLIC COMMENT

Lennart Mucke, M.D.  
91 St. Germain Avenue  
San Francisco, CA 94114

August 26, 2022

City & County of San Francisco  
Board of Appeals  
49 South Van Ness, Suite 1475  
San Francisco, CA 94103

**Re: Appeal No. 22-060**  
**Site Permit No. 2015/0903/6048**

Dear Members of the Board,

I am writing in response to the notification I received earlier today, in which you encouraged me to submit comments on the above referenced site permit and appeal. My primary residence is at 91 St. Germain Avenue, which is directly next to 95 St. Germain Avenue.

I am supportive of the proposed remodel at 95 St. Germain Avenue as long as it will not lead to an obstruction or restriction of my current views of the surrounding houses, landscape and wider geography, which greatly contribute to my well-being and joy of life as well as to the value of my property.

From the drawings I have seen so far, I found it difficult to predict whether the proposed forward extension of the building at 95 St. Germain Avenue would constrain my views to the West. If it were to do so, I would have to change my position on this development from support to opposition.

Sincerely,



Lennart Mucke

**From:** [Waskell, Lucy](#)  
**To:** [BoardofAppeals \(PAB\)](#)  
**Subject:** letter of support for permit 201509036048-S  
**Date:** Tuesday, September 6, 2022 10:37:34 AM

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

**Subject: Appeal of Site permit 201509036048-S**

Good Evening: President Swig, and Commissioners Lopez, Lember and Trasvina,

We wish to address you as members of the general public as well as personal friends of the Yees. We are all long term owners and neighbors in this beautiful area of San Francisco.

We have known for some time of the Yee's desire to repair and improve their property for more than 7 years. Like ourselves, they are elderly and find it increasingly more difficult to live in our homes because of the steeply sloped hills into which our multi-level homes are built.

A personal elevator is a common accommodation for many homes in this neighborhood. Hence, the desire of the Yees is to install an elevator in order that they may comfortably and safely **age in place**.

They are requesting a very minimal 2.75 inches of **their own 41 inch wide stair** to make room for their needed and approved ADA compliant elevator--a small ask considering that the Yee's previously rotated the orientation of the elevator, saving 12" of protrusion into the set back at the request of the **now complaining neighbor**, Lisa Gautier. This rotation necessitated an extra 2.75" to absorb this EXTRA 12" width to preserve needed space to maneuver between a parked vehicle and the open elevator door.

Thank you for your consideration of this request for a minimal easement .to install an elevator.

Respectfully,

George Kenyon, PHD, age 83  
Lucy Waskell, MD, PHD , age 80  
85 Mountain Spring Ave  
San Francisco CA 94114

\*\*\*\*\*

Electronic Mail is not secure, may not be read every day, and should not be used for urgent or sensitive issues





**Subject:**  
**Date:**



Appeal No. 22-060, 95 Saint Germain Avenue  
Thursday, September 8, 2022 7:20:14 PM

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

Dear San Francisco Board of Appeals,

Please accept this confidential letter of support for the addition of an elevator at 95 Saint Germain Avenue. I am a neighbor and fully supportive of any neighbors who wish to age in place, safely. Disabilities and infirmities that come with age or illness may affect us all. May we please pull together as a community to help those who need it most. Thank you for taking my comments into consideration as you decide on this important matter.

Note: Appeal No. 22-060 at 95 Saint Germain Avenue.