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Association; Hotel Council of San Francisco; and
15 American Hotel & Lodging Association

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF SAN FRANCISCO**

18 CALIFORNIA HOTEL & LODGING
ASSOCIATION; HOTEL COUNCIL OF
19 SAN FRANCISCO; and AMERICAN
HOTEL & LODGING ASSOCIATION,

20 Plaintiffs,

21 v.

22 CITY AND COUNTY OF SAN
FRANCISCO; and Does 1 through 10,
23 Inclusive,

24 Defendants.
25

CASE NO.:
[Unlimited Jurisdiction]

**COMPLAINT FOR DECLARATORY AND
INJUNCTIVE RELIEF**

26 **INTRODUCTION**

27 1. On July 7, 2020, the Board of Supervisors of the City and County of San
28 Francisco passed an Emergency Ordinance, File No. 200638, titled "Cleaning and Disease

1 Prevention Standards in Tourist Hotels and Large Commercial Office Buildings” or, in short
2 form, the “Healthy Buildings Ordinance.” After ten days, Mayor London Breed did not return
3 the legislation to the Board of Supervisors and the Healthy Buildings Ordinance passed into
4 law. The Healthy Buildings Ordinance purportedly is necessary to “help contain COVID-19.”
5 While the support of the Healthy Buildings Ordinance was unanimous by the Board of
6 Supervisors, it is telling that City and County of San Francisco buildings that meet the square
7 footage criteria are not subject to the law. More telling is that it appears that the City and
8 County of San Francisco may not have even reached out to local and state health authorities to
9 confirm that the measures in the Healthy Buildings Ordinance would achieve the stated goal of
10 keeping the public safe from COVID-19 in hotel settings. The Healthy Buildings Ordinance is
11 actually at odds with the well thought out industry guidance put out by the state of California to
12 combat COVID-19. The Healthy Buildings Ordinance will do irreparable harm to a specific
13 industry that has an outstanding safety record. The Healthy Buildings Ordinance also ignores
14 various San Francisco environmental mandates.

15 2. Ironically, provisions within the Healthy Buildings Ordinance actually increase
16 the risk of employee and customer exposure to COVID-19 in tourist hotels by mandating that
17 hotel employees clean the hotel rooms of guests who are staying multiple nights every single
18 night unless the guest affirmatively opts out of daily cleaning. During the COVID-19
19 pandemic, the hotel industry has leaned on federal, state, local and private scientific
20 professionals to adopt best practices that will achieve employee and guest safety. The Healthy
21 Buildings Ordinance actually increases employee and guest exposure to COVID-19 because it
22 will inevitably lead to more employees being required to spend protracted periods in guest
23 rooms for daily cleaning, increasing the risk of transference from employee to guest or guest to
24 employee. This is why Industry Guidance from the California Department of Public Health
25 (“CDPH”) and the California Division of Occupational Safety and Health (“Cal/OSHA”) suggests
26 “leaving rooms vacant for 24 to 72 hours after a guest has departed.” (CDPH and
27 Cal/OSHA, *COVID-19 Industry Guidance: Hotels, Lodging, and Short Term Rentals* at p. 10
28

1 (rev. July 2, 2020), <https://files.covid19.ca.gov/pdf/guidance-hotels-lodging-rentals.pdf>.) The
2 Healthy Buildings Ordinance therefore violates the rights to life and bodily integrity
3 encompassed by the Due Process Clauses of the United States and California Constitutions.

4 3. Additionally, the cost of these stringent measures and the vagueness of the
5 measures required violate the right to property encompassed by the Due Process Clauses of the
6 United States and California Constitutions. The City and County of San Francisco could
7 arguably construe and enforce the Healthy Buildings Ordinance to require the cleaning of
8 literally every surface in public and employee areas (including some areas where there is not
9 “high traffic”). If construed in this manner, the ordinance would have the net effect of shutting
10 down the hoteliers in San Francisco given the cost and inability to comply. Moreover, because
11 a violation of the Healthy Buildings Ordinance can be pursued as a misdemeanor nuisance,
12 hotel employers who interpret the various vague provisions of the Healthy Buildings Ordinance
13 incorrectly could potentially face criminal penalties. The Healthy Buildings Ordinance also
14 provides for private rights of action for alleged violations which will undoubtedly create a
15 further unfair financial burden for the industry to endure.

16 4. Further, the cleaning measures in the Healthy Buildings Ordinance are either
17 duplicative or in conflict with state law regulating occupational safety and health standards, and
18 they are therefore preempted. More specifically, under state law, Cal/OSHA has the exclusive
19 authority to regulate the health and safety of employees throughout the state. The Healthy
20 Building Ordinance seeks to invade Cal/OSHA’s exclusive arena.

21 5. The California Hotel & Lodging Association, Hotel Council of San Francisco,
22 and American Hotel & Lodging Association (“Plaintiffs”) therefore allege as follows:

23 **PARTIES**

24 6. The California Hotel & Lodging Association (“CHLA”) is a trade association
25 with over 1,900 members representing the lodging industry in California. CHLA has members
26 located in the City and County of San Francisco that are subject to the Emergency Ordinance,
27 File No. 200638, titled “Cleaning and Disease Prevention Standards in Tourist Hotels and
28

1 Large Commercial Office Buildings” (“Healthy Buildings Ordinance”).

2 ///

3 7. The Hotel Council of San Francisco is a non-profit trade association which
4 advocates on behalf of the hotel and allied members to ensure economic vitality of the
5 hospitality industry in San Francisco. The Hotel Council of San Francisco has members
6 located in the City and County of San Francisco that are subject to the Healthy Buildings
7 Ordinance.

8 8. The American Hotel & Lodging Association (“AHLA”) serves, supports, and
9 advocates on behalf of the American hospitality industry. The AHLA has over 27,000
10 members, and it represents all levels of hotel staff—from CEOs to team members who work in
11 the front and back of house. The AHLA has members located in the City and County of San
12 Francisco that are subject to the Healthy Buildings Ordinance.

13 9. Defendant City and County of San Francisco is and at all relevant times has
14 been a public entity duly organized and existing under and by virtue of the State of California
15 as a charter municipality. (S.F. Charter, art. I, § 1.100.)

16 10. The true names and capacities, whether individual, corporate, associate,
17 governmental, or otherwise, of Defendant Does 1 through 10 are unknown to Plaintiffs, who
18 therefore sue Defendants by such fictitious names. Plaintiffs will seek leave of the Court to
19 amend this Complaint when such names are ascertained. Plaintiffs are informed and believe
20 and, on that basis, allege that each of the fictitiously-named defendants were responsible in
21 some manner for, gave consent to, ratified, and/or authorized the conduct herein alleged and
22 that Plaintiffs’ damages, as alleged below, were proximately caused by them.

23 **JURISDICTION AND VENUE**

24 11. This Court has jurisdiction under *Code of Civil Procedure* §§ 410.10, 525–526,
25 526a, and 1060. This action is an unlimited civil case pursuant to *Code of Civil Procedure* §
26 580 because Plaintiffs seeks non-monetary relief that is not available under limited jurisdiction,
27 including but not limited to declaratory relief and injunctive relief. Because Plaintiffs do not
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1 seek damages or other non-incidental monetary relief, there is no amount in controversy and no
2 requirement to present a claim to Defendant City and County of San Francisco before pursuing
3 judicial relief.

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5 12. Venue is proper in the Superior Court of San Francisco County under *Code of*
6 *Civil Procedure* §§ 393–395, because Defendant City and County of San Francisco is a public
7 entity situated in San Francisco County, and also because all of the acts and omissions
8 complained of in this Complaint took place in San Francisco County.

9 **BACKGROUND REGARDING THE RISK OF SPREAD OF COVID-19**

10 13. In December 2019, the World Health Organization (“WHO”) was informed of a
11 pneumonia of an unknown cause which apparently originated in the city of Wuhan in Hubei
12 province, China. That illness was COVID-19. Since then, it has proceeded to spread globally.
13 On March 11, 2020, WHO officially characterized COVID-19 as a pandemic. (WHO, *Rolling*
14 *updates on coronavirus disease* (updated July 7, 2020),
15 <https://www.who.int/emergencies/diseases/novel-coronavirus-2019/events-as-they-happen>.)

16 On March 16, 2020, the City and County of San Francisco Health Officer issued a shelter-in-
17 place order. Since then, the City and County of San Francisco has slowly started to reopen
18 non-essential businesses. However, businesses which have wanted to reopen have needed to
19 follow state guidance and the local public health order. As explained in the July 13, 2020
20 Order of the Health Officer:

21 [COVID-19] is easily transmitted, especially indoors or in group settings, and
22 the disease can be extremely serious. It can require long hospital stays, and in
23 some instances cause long-term health consequences or death. It can impact not
24 only those who are older or have underlying health conditions and known to be
25 at high risk but also other people, regardless of age. And a major risk remains
26 the spread of the virus that causes COVID-19 through asymptomatic and pre-
symptomatic carriers, people who can spread the disease but do not even know
they are infected and contagious. The spread of the disease is global pandemic
causing untold societal, social, and economic harm.

27 (Tomás J. Aragón, MD, DrPH, Health Officer of the City and County of San Francisco, *Order*
28 *of the Health Officer No. C19-07f* at p. 1 (July 13, 2020),
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1 <https://www.sfdph.org/dph/alerts/files/C19-07f-Shelter-in-Place-Health-Order.pdf>.)

2 **BACKGROUND REGARDING THE HEALTHY BUILDINGS ORDINANCE**

3 14. On July 7, 2020, the San Francisco Board of Supervisors passed the Healthy
4 Buildings Ordinance to address the reopening of hotels and other large commercial buildings.
5 (City and County of San Francisco Board of Supervisors, *Emergency Ordinance – Cleaning*
6 *and Disease Prevention Standards in Tourist Hotels and Large Commercial Buildings*
7 (“Healthy Buildings Ordinance”), File No. 200638,
8 [https://sfgov.legistar.com/LegislationDetail.aspx?ID=4574930&GUID=8192125B-2F8D-](https://sfgov.legistar.com/LegislationDetail.aspx?ID=4574930&GUID=8192125B-2F8D-4BFC-9EA9-9A0254034A45&Options=ID|Text|&Search=200638)
9 [4BFC-9EA9-9A0254034A45&Options=ID|Text|&Search=200638](https://sfgov.legistar.com/LegislationDetail.aspx?ID=4574930&GUID=8192125B-2F8D-4BFC-9EA9-9A0254034A45&Options=ID|Text|&Search=200638).) After ten days, Mayor
10 London Breed did not return the legislation to the Board of Supervisors and the Healthy
11 Buildings Ordinance passed into law. (*Rules of Order – Board of Supervisors – City and*
12 *County of San Francisco*, Board Rules 2.14 and 2.16 (Mar. 10, 2020),
13 https://sfbos.org/sites/default/files/rules_of_order.pdf.) The Healthy Buildings Ordinance was
14 passed as emergency legislation. Under the San Francisco Charter, “[a]n emergency ordinance
15 may be passed in cases of public emergency affecting life, health, property, or for the
16 uninterrupted operation of any City or County department or office required to comply with
17 time limitations as established by law.” (S.F. Charter, § 2.107.) Emergency ordinances
18 automatically terminate on the 61st day following passage. (*Ibid.*)

19 15. The Healthy Buildings Ordinance imposes numerous new regulations on hotels:

20 (1) All surfaces in Tourist Hotel guest rooms that have been occupied in the
21 preceding 24 hours shall be cleaned and disinfected on a daily basis, unless the
22 guest requests otherwise. Such surfaces include, without limitation, walls,
23 windows, mirrors, desks, table tops, furniture, minibars, interior and exterior
24 door handles, interior door locks, faucets, toilets, bed headboards and
25 footboards, light switches, TV remote controls, telephones, keyboards, and
26 touch screens. Porous surfaces such as carpeted floor, rugs, and drapes, shall be
27 disinfected using Disinfectant where available for the item, or where not,
28 appropriate cleaners indicated for use on these surfaces.

(2) Bed linens and towels shall be changed no less than daily, unless the
guest requests otherwise. Bedscarves and bedspreads shall be changed upon
each guest departure. All dirty linens and laundry shall be cleaned at high
temperatures and according to CDC Guidelines for Environmental Infection

1 Control in Health-Care Facilities.

2 [. . .]

3 (4) Restrooms in occupied Tourist Hotel guest rooms shall be cleaned and
4 disinfected once per day, absent special circumstances requiring more frequent
5 cleaning, unless the guest requests otherwise.

6 [. . .]

7 (6) No Covered Establishment may offer any incentive to any guest room
8 cleaning on a daily basis. Guests are presumed to elect daily guest room
9 cleaning unless the guest affirmatively indicates preferences not to receive daily
10 room cleaning.

(Healthy Buildings Ordinance, § 4, subd. (e).)

11 **THE HEALTHY BUILDINGS ORDINANCE IS MISGUIDEDED AND WILL**
12 **INCREASE THE RISK OF SPREAD OF COVID-19**

13 16. Hotels have long participated in programs which encourage environmental
14 sustainability, including programs to incentivize guests to forego daily room cleaning during
15 multiple-day stays. Such programs reduce the waste of resources such as water, chemicals, and
16 electricity, which in turn ultimately increases greenhouse gas emissions. However, the Healthy
17 Buildings Ordinance bars such incentive programs. (Healthy Buildings Ordinance, § 4, subd.
18 (e)(7).)

19 17. Problematically, the ordinance adopted by the San Francisco Board of
20 Supervisors (which was championed by UNITE HERE Local 2) is a transparent but unsafely
21 misguided attempt to create work for hotel employees, namely housekeepers. Increasing the
22 number of employees cleaning and having guest rooms deep-cleaned daily (regardless of
23 whether guests are checking out) puts employees and guests at heightened risk of contracting
24 COVID-19 and is at odds with how governmental agencies recommend stopping the spread of
25 the disease.

26 18. According to the Centers for Disease Control and Prevention (“CDC”), one
27 mechanism for spreading COVID-19 is person-to-person through respiratory droplets.
28 However, person-to-person is not the only way in which COVID-19 may be spread. COVID-

1 19 may be passed along “by **touching a surface or object that has the virus on it** and then
2 touching their own mouth, nose, or possibly their eyes.” (CDC, *How It Spreads* (updated June
3 16, 2020) (emphasis in original), [https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html)
4 [sick/how-covid-spreads.html](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html).)

5 19. As such, the CDC recommends that travelers wanting to inquire about a hotel’s
6 COVID-19 prevention practices focus on social distancing measures, face coverings, and the
7 cleaning and disinfecting or removing of frequently touched surfaces or items. Examples of
8 such frequently touched surfaces or items include “pens, room keys, tables, phones, doorknobs,
9 light switches, elevator buttons, water fountains, ATMs/card payment stations, business center
10 computers and printers, ice/vending machines, and remote controls.” (CDC, *Traveling*
11 *overnight* (updated June 15, 2020), [https://www.cdc.gov/coronavirus/2019-ncov/daily-life-](https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/personal-social-activities.html#hotel)
12 [coping/personal-social-activities.html#hotel](https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/personal-social-activities.html#hotel).) In other words, they are items that are likely to
13 be touched by multiple people in the course of a day.

14 20. CDPH and Cal/OSHA Industry Guidance have taken a strong interest in
15 preventing the transmission of COVID-19 between guests and hotel workers, including
16 housecleaners. Not only should room cleaning be done when guests are not in their rooms, but
17 CDPH and Cal/OSHA encourage room cleaners to keep rooms well ventilated and minimize
18 contact with guest belongings. (CDPH and Cal/OSHA, *COVID-19 Industry Guidance: Hotels,*
19 *Lodging, and Short Term Rentals* at pp. 7-8.)

20 21. In particular, CDPH and Cal/OSHA are concerned that COVID-19 can be
21 spread while housekeepers are cleaning hotel rooms. The Industry Guidance even includes the
22 various items that need to be cleaned in each room, including dishes, soap, and dirty linens.
23 (*Id.* at p. 10.)

24 22. In order to minimize the risk of spread of COVID-19 through items in hotel
25 rooms, CDPH and Cal/OSHA Industry Guidance for hotels state that hotels should “[c]onsider
26 leaving rooms vacant for 24 to 72 hours after a guest has departed, if feasible.” (*Id.* at p. 14.
27 *Accord* CDPH and Cal/OSHA, *COVID-19 General Checklist for Hotels, Lodging, and Short-*
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1 *Term Rentals* at p. 10 (rev. July 2, 2020) (“Consider leaving rooms vacant for 24 to 72 hours
2 between occupancy.”), <https://files.covid19.ca.gov/pdf/checklist-hotels.pdf>. See CDC,
3 *Cleaning and Disinfection for Community Facilities – Interim Recommendations for U.S.*
4 *Community Facilities with Suspected/Confirmed Coronavirus Disease 2019 (COVID-19)* (May
5 27, 2020) (“It is unknown how long the air inside a room occupied by someone with confirmed
6 COVID-19 remains potentially infectious.”), [https://www.cdc.gov/coronavirus/2019-
7 ncov/community/organizations/cleaning-disinfection.html](https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html).)

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9 23. The Healthy Buildings Ordinance ignores that CDPH and Cal/OSHA have
10 recognized that guest rooms themselves are potentially vectors of spreading disease to room
11 cleaners. Instead, the Healthy Buildings Ordinance requires that room cleaners increase their
12 risk of exposure to COVID-19 by undertaking extensive deep daily room cleanings on days in
13 which the guest is staying over for another night. (See CDC, *CDC/EPA Cleaning &*
14 *Disinfecting Guidance* (May 7, 2020) (Custodial staff and other people who carry out cleaning
15 “are at increased risk of being exposed to the virus and to any toxic effects of the cleaning
16 chemicals.”), <https://www.cdc.gov/coronavirus/2019-ncov/community/reopen-guidance.html>.)

17 24. A. Lennox Welsh, the former Chief of Cal/OSHA, explained that the daily guest
18 room cleanings are “unnecessary and likely to *increase* the risk of disease transmission.”
19 (Letter from A. Lennox Welsh to Lynn S. Mohrfeld, President and CEO of CHLA (July 6,
20 2020) at p. 2 (emphasis in original).)

21 25. Mr. Welsh summed up his opinion as follows: “[I]t is generally a prudent
22 practice to be cleaning surfaces where there is a significant chance the surface may be
23 contaminated and that the surface will be contacted in a way that transmits the virus if not
24 cleaned. Cleaning surfaces that are not likely to transmit the virus is not advisable, because the
25 act of cleaning carries some likelihood that the person doing it will be doing so with the other
26 people in proximity who may be symptom free but still infected.” (*Id.* at p. 3.)

27 26. Despite that CDPH and Cal/OSHA guidance recommends *minimizing* contact
28 between individuals (including items that other individuals who have COVID-19 may have

1 been in contact with) is the best way to avoid COVID-19, the Healthy Buildings Ordinance
2 passed by Defendant takes the opposite measure of *increasing* contact between guests and hotel
3 employees. In doing so, Defendant City and County of San Francisco relied on older March of
4 2020 Guidance from the World Health Organization that is at odds with recommendations and
5 guidance from the CDC, Cal/OSHA, and CDPH. (WHO, *Operational considers for COVID-19*
6 *management in the accommodation sector – Interim Guidance* at p. 5 (Mar. 31, 2020),
7 [https://apps.who.int/iris/bitstream/handle/10665/331638/WHO-2019-nCoV-Hotels-2020.1-](https://apps.who.int/iris/bitstream/handle/10665/331638/WHO-2019-nCoV-Hotels-2020.1-eng.pdf)
8 [eng.pdf](https://apps.who.int/iris/bitstream/handle/10665/331638/WHO-2019-nCoV-Hotels-2020.1-eng.pdf).)

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10 27. This risk is not one-way where employees are the only individuals at risk of
11 contracting COVID-19. An employee who is infected can spread the infection into any room in
12 which he or she enters to clean (or enters for any other purpose), thereby infecting guests.
13 Moreover, a housekeeper who comes into contact with infected items in one guest room may
14 spread COVID-19 into other rooms.

15 28. Given the risk of infection by asymptomatic and presymptomatic carriers
16 (Aragón, *Order of the Health Officer No. C19-07f* at p. 1), screening employees and guests
17 cannot eliminate all risk of the transmission of COVID-19—limiting the interaction between
18 people is still critical.

19 29. When explaining why the Healthy Buildings Ordinance was necessary, Chair
20 Peskin pointed to unsuccessful hotel reopenings in other states which were not subject to and
21 did not follow the CDPH and Cal/OSHA Industry Guidance. However, despite that
22 California hotels have been reopening (although not in the City and County of San Francisco),
23 Chair Peskin was unable to point to any hotels located in California

24 that have caused the spread of COVID-19. (Peskin (June 29, 2020),
25 http://sanfrancisco.granicus.com/MediaPlayer.php?view_id=10&clip_id=36096&meta_id=813
26 [950](http://sanfrancisco.granicus.com/MediaPlayer.php?view_id=10&clip_id=36096&meta_id=813).)

27 30. Despite claiming a motivation to prevent the spread of COVID-19, that is not
28 actually the chief goal of the Healthy Buildings Ordinance’s proponents. Rather, it is to make

1 work for housekeepers, which would lead to more individuals paying dues to UNITE HERE
2 Local 2. This is underscored by the fact that the City and County of San Francisco has
3 exempted any and all governmental entities from needing to comply with the requirements of
4 the Healthy Buildings Ordinance—including the City and County itself. (Healthy Buildings
5 Ordinance, § 3.)

6 31. As written, the Healthy Buildings Ordinance use of the phrase “[a]ll surfaces”
7 could be interpreted literally by Defendant City and County of San Francisco to mean just
8 that—all surfaces, including: ceilings, windows or walls in a room which is multiple stories tall
9 and would be considered in a second or third story, chandeliers or other lighting fixtures, the
10 tops of cabinets, the undersides of chairs or tables, the outside portions of elevators (not just
11 including the public-facing door), valences, emergency exit doors where opening the door
12 could set off an alarm, security cameras, and the outsides of pots of potted plants and even the
13 plants themselves. Such minutia in cleaning is not feasible and would be so financially
14 prohibitive hotels would be unable to open.

15 32. Even when hotels do reopen, it would be wildly optimistic to believe that they
16 would be operating at normal capacity given the continued prevalence of COVID-19 in the
17 community. The Healthy Buildings Ordinance was clearly designed with the hopes that the
18 non-sensical standards imposed by the Healthy Buildings Ordinance would artificially boost
19 employment.

20 33. While job creation is important, it cannot be at the expense of employee and
21 guest health—and not under the guise of an ordinance whose goal is to promote the public
22 health while actually undermining it.

23 **FIRST CAUSE OF ACTION**

24 **(For Declaratory Relief and Injunction Based on the Due Process Clause of the United**
25 **States Constitution – Rights to Life and Bodily Integrity)**

26 34. Plaintiffs incorporate herein by this reference the allegations contained in
27 Paragraphs 1 through 33, inclusive.
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35. Plaintiffs hereby seek declaratory and injunctive relief to prevent Defendant City and County of San Francisco from depriving Plaintiffs’ members’ employees and customers of the protections afforded to them under the Due Process Clause of the United States Constitution, which states: “No state shall make or enforce any law or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law . . .” U.S. Const., amend. XIV, § 1.

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36. Substantive due process bars certain governmental actions regardless of their fairness. One of the common-law privileges recognized by the United States Supreme Court is bodily integrity. *E.g.*, *Winston v. Lee*, 470 U.S. 753, 764-66 (1985) (requiring a robbery suspect to undergo surgery to remove a bullet fired by the victim from his body); *Cruzan v. Director, Missouri Dep’t of Health*, 497 U.S. 261, 278 (1990) (refusing unwanted medical treatment); *Planned Parenthood of Se. Pa. v. Casey*, 505 U.S. 833, 857 (1992) (right to abortion). *See Albright v. Oliver*, 510 U.S. 266, 272 (Rehnquist, C.J., concurring) (“The protections of substantive due process have for the most part been accorded to matters relating to marriage, family, procreation, and the right to bodily integrity.”).

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37. The Healthy Buildings Ordinance invokes the rights of life and bodily integrity as the reason for passing the Healthy Buildings Ordinance on an emergency basis, stating in Section 2, subdivision (a) that “Section 2.107 of the Charter authorizes passage of an emergency ordinance in cases of public emergency affecting life, health, or property . . . The Board of Supervisors hereby finds and declares that an actual emergency exists that requires the passage of this emergency ordinance.” Section 2, subdivision (e) goes on to explain: “It is a top priority of the Board of Supervisors that hotels and commercial buildings reopen in the safest manner possible, and as quickly as possible. Key to accomplishing these twin goals is ensuring that these facilities implement cleaning standards that minimize the risks of contracting highly contagious diseases especially a deadly disease like COVID-19.”

38. Section 4, subdivisions (e)(1), (e)(2), and (e)(4) of Defendant City and County

1 of San Francisco’s Healthy Buildings Ordinance unconstitutionally deprive Plaintiffs’
2 members’ employees and customers of their rights to life and bodily integrity. By requiring
3 Plaintiffs’ members’ employees to clean guest rooms every day regardless of whether a guest is
4 checking out (unless the guest affirmatively opts out of such a cleaning), Defendant City and
5 County of San Francisco is increasing the risk that employees and guests will be exposed to and
6 contract COVID-19.

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8 39. In light of scientific knowledge regarding COVID-19 and CDPH and Cal/OSHA
9 Industry Guidance, Defendant City and County of San Francisco’s decision to mandate daily
10 cleaning of guest rooms even when the same guests are staying multiple nights unless the guest
11 opts out of such cleaning is clearly arbitrary and unreasonable.

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15 40. By virtue of the foregoing, the application of the Healthy Buildings Ordinance
16 to Plaintiffs’ members and guests within the City and County of San Francisco violates the due
17 process guarantees of the United States Constitution. Such application will cause those
18 members to suffer irreparable harm for which they have no adequate remedy at law.

19 **SECOND CAUSE OF ACTION**

20 **(For Declaratory Relief and Injunction Based on the Due Process Clause of the California**
21 **Constitution – Rights to Life and Bodily Integrity)**

22 41. Plaintiffs incorporate herein by this reference the allegations contained in
23 Paragraphs 1 through 40, inclusive.

24 42. Plaintiffs hereby seek declaratory and injunctive relief to prevent Defendant City
25 and County of San Francisco from depriving Plaintiffs’ members’ employees and customers of
26 the protections afforded to them under the Due Process Clause of the California Constitution,
27 which affirms: “A person may not be deprived of life, liberty, or property without due process
28 of law . . .” Cal. Const., art. I, §§ 1 and 7.

1 43. Substantive due process bars certain governmental actions regardless of their
2 fairness. One of the common-law privileges recognized by the California Courts is bodily
3 integrity. *Barri v. Workers' Comp. Appeals Bd.* (2018) 28 Cal.App.5th 428, 459; *Bartling v.*
4 *Superior Court* (1984) 163 Cal.App.3d 186, 195.

5 44. The Healthy Buildings Ordinance invokes the rights of life and bodily integrity
6 as the reason for passing the Healthy Buildings Ordinance on an emergency basis, stating in
7 Section 2(a) that “Section 2.107 of the Charter authorizes passage of an emergency ordinance
8 in cases of public emergency affecting life, health, or property . . . The Board of Supervisors
9 hereby finds and declares that an actual emergency exists that requires the passage of this
10 emergency ordinance.” Section 2, subdivision (e) goes on to explain: “It is a top priority of the
11 Board of Supervisors that hotels and commercial buildings reopen in the safest manner
12 possible, and as quickly as possible. Key to accomplishing these twin goals is ensuring that
13 these facilities implement cleaning standards that minimize the risks of contracting highly
14 contagious diseases especially a deadly disease like COVID-19.”

15 45. Section 4, subdivision (e)(1), (e)(2), and (e)(4) of Defendant City and County of
16 San Francisco’s Healthy Buildings Ordinance unconstitutionally deprive Plaintiffs’ members’
17 employees and customers of their rights to life and bodily integrity. By requiring Plaintiffs’
18 members’ employees to clean guest rooms every day regardless of whether a guest is checking
19 out, Defendant City and County of San Francisco is increasing the risk that employees and
20 guests will be exposed to and contract COVID-19.

21 46. Legislation violates the California Due Process Clause when it does not
22 “reasonably relate[] ‘to a proper legislative goal.’” *Coleman v. Dep’t of Personnel Admin.*
23 (1991) 52 Cal.3d 1102, 1125. In light of scientific knowledge regarding COVID-19 and CDPH
24 and Cal/OSHA Industry Guidance, Defendant City and County of San Francisco’s decision to
25 mandate daily cleaning of guest rooms does not “have ‘a real and substantial relation to the
26 object sought to be attained.’” *Ibid.* Instead of stopping the spread of COVID-19, as
27 Defendant contends, the Healthy Buildings Ordinance instead will lead to the increased spread
28

1 of COVID-19. In other words, Defendant City and County of San Francisco’s cleaning
2 requirements are clearly arbitrary and unreasonable.

3 47. By virtue of the foregoing, the application of the Healthy Buildings Ordinance
4 to Plaintiffs’ members and guests within the City and County of San Francisco violates the due
5 process guarantees of the California Constitution. Such application will cause those members
6 to suffer irreparable harm for which they have no adequate remedy at law.

7 **THIRD CAUSE OF ACTION**

8 **(For Declaratory Relief and Injunction Based on the Due Process Clause of the United**
9 **States Constitution – Right to Property)**

10 48. Plaintiffs incorporate herein by this reference the allegations contained in
11 Paragraphs 1 through 47, inclusive.

12 49. Plaintiffs hereby seek declaratory and injunctive relief to prevent Defendant City
13 and County of San Francisco from depriving Plaintiffs’ members of the protections afforded to
14 them under the Due Process Clause of the United States Constitution, which states: “No state
15 shall make or enforce any law which shall abridge the privileges or immunities of citizens of
16 the United States; nor shall any state deprive any person of life, liberty, or property, without
17 due process of law . . .” U.S. Const., amend. XIV, § 1.

18 50. The Healthy Buildings Ordinance invokes the right to property as the reason for
19 passing the Healthy Buildings Ordinance on an emergency basis, stating in Section 2,
20 subdivision (a) that “Section 2.107 of the Charter authorizes passage of an emergency
21 ordinance in cases of public emergency affecting life, health, or property . . . The Board of
22 Supervisors hereby finds and declares that an actual emergency exists that requires the passage
23 of this emergency ordinance.” Section 2, subdivision (e) goes on to explain: “It is a top priority
24 of the Board of Supervisors that hotels and commercial buildings reopen in the safest manner
25 possible, and as quickly as possible. Key to accomplishing these twin goals is ensuring that
26 these facilities implement cleaning standards that minimize the risks of contracting highly
27 contagious diseases especially a deadly disease like COVID-19.”
28

1 51. Section 4, subdivision (e)(1), (e)(2), and (e)(4) of Defendant City and County of
2 San Francisco’s Healthy Buildings Ordinance unconstitutionally deprives Plaintiffs’ members
3 of their right to property. By imposing such stringent cleaning standards on every single
4 occupied guest room, Defendant City and County of San Francisco is simultaneously
5 significantly increasing the operational costs of hotels within the City and County of San
6 Francisco while significantly decreasing the safety of those same hotels.

7 52. The Healthy Buildings Ordinance does not protect against COVID-19—it in fact
8 increases the risk that employees and guests will be exposed to COVID-19. In light of
9 scientific knowledge regarding COVID-19 and CDPH and Cal/OSHA Industry Guidance,
10 Defendant City and County of San Francisco’s decision to mandate daily cleaning of guest
11 rooms even when the same guests are staying multiple nights unless the guest opts out of such
12 cleaning is clearly arbitrary and unreasonable.

13 53. Moreover, the Healthy Buildings Ordinance is unconstitutionally vague. A law
14 is void for vagueness if it: (a) fails to give a person of ordinary intelligence a reasonable
15 opportunity to know what it prohibits, or (b) impermissibly delegates basic policy matters to
16 ///
17 policemen, judges, and juries for resolution on an *ad hoc* and subjective basis, with the
18 attendant dangers of arbitrary and discriminatory application.

19 54. The Healthy Buildings Ordinance fails to give a person of ordinary intelligence
20 a reasonable opportunity to know what it prohibits because, *inter alia*:

21 a. The Healthy Buildings Ordinance repeatedly requires that “[a]ll
22 surfaces” be cleaned in areas such as lobbies, elevators, stairways, restrooms, and
23 meeting rooms. (Healthy Buildings Ordinance, § 4, subd. (d)(1)-(d)(5), (e)(1); *see id.* §
24 4, subd. (d)(8)-(d)(9), (e)(4).) The Healthy Buildings Ordinance could be interpreted to
25 require the cleaning of ceilings, windows or walls in a room which is multiple stories
26 tall and would be considered in a second or third story, chandeliers or other lighting
27 fixtures, the tops of cabinets, the undersides of chairs or tables, the outside portions of
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1 elevators (not just including the public-facing door), valences, emergency exit doors
2 where opening the door could set off an alarm, security cameras, and the outsides of
3 pots of potted plants and even the plants themselves. Such cleaning addresses parts of
4 hotels that create little or no risks to employees or guests, puts employees at physical
5 risk as they attempt to clean remote, inaccessible parts of hotels, and are so financially
6 prohibitive that many hotels would be unable to open if forced to comply with them.

7
8 b. The Healthy Buildings Ordinance appears to classify “[m]eeting rooms”
9 including “convention spaces” as high-contact areas. (Healthy Buildings Ordinance, §
10 4, subd. (d)(5).) Defendant City and County of San Francisco could assume that this
11 section requires multiple cleanings a day of such areas even on days in which the rooms
12 are not being used or if the rooms have been taken out of circulation by the hotel
13 altogether.

14 c. The Healthy Buildings Ordinance requires that exterior doors which
15 cannot be automatically opened either be propped open or that the employer assign a
16 gloved employee to open them. (Healthy Buildings Ordinance, § 4, subd. (d)(7).)
17 Defendant City and County of San Francisco could assume that this section means
18 every single door—not just ones that are frequently trafficked—is required to be meet
19 these requirements. For safety reasons, employers may not want every external
20 entrance to have propped open doors. Under such an interpretation, employers could be
21 required to have employees man every single door—an expensive endeavor.

22 55. The above-mentioned vagaries make compliance very difficult, if not
23 impossible. Employers are left with guessing as to how to comply with the Healthy Buildings
24 Ordinance, and, if they guess wrong, the hotel could be shut down in addition to facing civil
25 and administrative penalties. (Healthy Buildings Ordinance, § 7, subd. (a)-(b); S.F. Health
26 Code §§ 596, 600.) Moreover, the Healthy Buildings Ordinance permits employees to refuse to
27 work if they believe that their employer is failing to adhere to the requirements of the Healthy
28 Buildings Ordinance. (Healthy Buildings Ordinance, § 6, subd. (a)-(b).) Without clarity of

1 what is or is not required, employers will be unable to make a reasonable determination of
2 whether an employee is being insubordinate or if the employee's refusal to work could be
3 protected activity that would open an employer to a civil action with significant financial
4 damages, including actual damages, exemplary damages, and attorneys' fees and costs. (*Id.* §
5 7, subd. (c).)

6 56. These vague aspects of the Healthy Buildings Ordinance necessarily leave it to
7 the persons who enforce it to decide whether it has been violated on an *ad hoc* and subjective
8 basis; as a result, the Healthy Buildings Ordinance fails the second test for vagueness.

9 57. Additionally, violation of the Healthy Buildings Ordinance opens employers and
10 their agents to criminal liability. The Healthy Buildings Ordinance states that a violation of the
11 ordinance is a nuisance under San Francisco Health Code section 581. (Healthy Buildings
12 Ordinance § 7, subd. (b).) Such nuisances are a misdemeanor which can expose persons to
13 between 10 days and three months of imprisonment along with a criminal penalty. (S.F. Health
14 Code § 600, subd. (a).) The Constitution tolerates less vagueness when an ordinance imposes
15 criminal penalties, as here. *Nunez by Nunez v. City of San Diego*, 114 F.3d 935, 940 (9th Cir.
16 1997); *Village of Hoffman Estates v. Flipside, Hoffman Estates, Inc.*, 455 U.S. 489, 489-499
17 (1982).

18 58. These ambiguities will inevitably result in scores of lawsuits against hotels. The
19 Healthy Buildings Ordinance creates a private right of action for employees and former
20 employees. (Healthy Buildings Ordinance, § 7, subd. (c).) Additionally, the Ordinance allows
21 "any person" to bring a civil action based on a violation of the Ordinance "where such a civil
22 action is otherwise recognized under the law." (*Id.* § 7, subd. (d).)

23 59. By virtue of the foregoing, the application of the Healthy Buildings Ordinance
24 to Plaintiffs' members and guests within the City and County of San Francisco violates the due
25 process guarantees of the United States Constitution. Such application will cause those
26 members to suffer irreparable harm for which they have no adequate remedy at law.

27 **FOURTH CAUSE OF ACTION**

1 **(For Declaratory Relief and Injunction Based on the Due Process Clause of the California**
2 **Constitution – Right to Property)**

3 60. Plaintiffs incorporate herein by this reference the allegations contained in
4 Paragraphs 1 through 59, inclusive.

5 61. Plaintiffs hereby seek declaratory and injunctive relief to prevent Defendant City
6 and County of San Francisco from depriving Plaintiffs’ members of the protections afforded to
7 them under the Due Process Clause of the California Constitution, which guarantees each and
8 all of them the right not to be deprived of their property and contractual rights without due
9 process of the law. Cal. Const., Art. I, §§ 1 and 7.

10 62. The Healthy Buildings Ordinance invokes the right to property as the reason for
11 passing the Healthy Buildings Ordinance on an emergency basis, stating in Section 2,
12 subdivision (a) that “Section 2.107 of the Charter authorizes passage of an emergency
13 ordinance in cases of public emergency affecting life, health, or property . . . The Board of
14 Supervisors hereby finds and declares that an actual emergency exists that requires the passage
15 of this emergency ordinance.” Section 2, subdivision (e) goes on to explain: “It is a top priority
16 of the Board of Supervisors that hotels and commercial buildings reopen in the safest manner
17 possible, and as quickly as possible. Key to accomplishing these twin goals is ensuring that
18 these facilities implement cleaning standards that minimize the risks of contracting highly
19 contagious diseases especially a deadly disease like COVID-19.”

20 63. Section 4, subdivision (e)(1), (e)(2), and (e)(4) of Defendant City and County of
21 San Francisco’s Healthy Buildings Ordinance unconstitutionally deprives Plaintiffs’ members
22 of their right to property. By imposing such stringent cleaning standards on every single
23 occupied guest room, Defendant City and County of San Francisco is simultaneously
24 significantly increasing the operational costs of hotels within the City and County of San
25 Francisco while significantly decreasing the safety of those same hotels.

26 64. The Healthy Buildings Ordinance does not protect against COVID-19—it in fact
27 increases the risk that employees and guests will be exposed to COVID-19. In light of
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1 scientific knowledge regarding COVID-19 and CDPH and Cal/OSHA Industry Guidance,
2 Defendant City and County of San Francisco’s decision to mandate daily cleaning of guest
3 rooms even when the same guests are staying multiple nights unless the guest opts out of such
4 cleaning is clearly arbitrary and unreasonable.

5 65. Moreover, the Healthy Buildings Ordinance is unconstitutionally vague. A law
6 is void for vagueness if it: (a) fails to give a person of ordinary intelligence a reasonable
7 opportunity to know what it prohibits, or (b) impermissibly delegates basic policy matters to
8 policemen, judges, and juries for resolution on an *ad hoc* and subjective basis, with the
9 attendant dangers of arbitrary and discriminatory application.

10 66. The Healthy Buildings Ordinance fails to give a person of ordinary intelligence
11 a reasonable opportunity to know what it prohibits because, *inter alia*:

12 a. The Healthy Buildings Ordinance repeatedly requires that “[a]ll
13 surfaces” be cleaned in areas such as lobbies, elevators, stairways, restrooms, and
14 meeting rooms. (Healthy Buildings Ordinance, § 4, subd. (d)(1)-(d)(5), (e)(1); *see id.* §
15 4, subd. (d)(8)-(d)(9), (e)(4).) The Healthy Buildings Ordinance could be interpreted to
16 require the cleaning of ceilings, windows or walls in a room which is multiple stories
17 tall and would be considered in a second or third story, chandeliers or other lighting
18 fixtures, the tops of cabinets, the undersides of chairs or tables, the outside portions of
19 elevators (not just including the public-facing door), valences, emergency exit doors
20 where opening the door could set off an alarm, security cameras, and the outsides of
21 pots of potted plants and even the plants themselves. Such cleaning addresses parts of
22 hotels that create little or no risks to employees or guests, puts employees at physical
23 risk as they attempt to clean remote, inaccessible parts of hotels, and are so financially
24 prohibitive that many hotels would be unable to open if forced to comply with them.

25 b. The Healthy Buildings Ordinance appears to classify “[m]eeting rooms”
26 including “convention spaces” as a high-contact area. (Healthy Buildings Ordinance, §
27 4, subd. (d)(5).) Defendant City and County of San Francisco could assume that this
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1 section requires multiple cleanings a day of such areas even on days in which the rooms
2 are not being use or if the rooms have been taken out of circulation by the hotel
3 altogether.

4 c. The Healthy Buildings Ordinance requires that exterior doors which
5 cannot be automatically opened either be propped open or the employer assigned a
6 gloved employee to open them. (Healthy Buildings Ordinance, § 4, subd. (d)(7).
7 Defendant City and County of San Francisco could assume that this section means
8 every single door—not just ones that are frequently trafficked—is required to be meet
9 these requirements. For safety reasons, employers may not want every external
10 entrance to have propped open doors. Under such an interpretation, employers could be
11 required to have employees man ever single door—an expensive endeavor.

12 67. The above-mentioned vagaries make compliance very difficult, if not
13 impossible. Employers are left with guessing as to how to comply with the Healthy Buildings
14 Ordinance, and if they guess wrong, the hotel could be shut down. (Healthy Buildings
15 Ordinance, § 7, subd. (a)-(b).) Moreover, the Healthy Buildings Ordinance permits employees
16 to refuse to work if they believe that their employer is failing to adhere to the requirements of
17 the Healthy Buildings Ordinance. (*Id.* § 6, subd. (a)-(b).) Without clarity of what is or is not
18 required, employers will be unable to make a reasonable determination of whether an employee
19 is being insubordinate or if the employee’s refusal to work could be protected activity that
20 would open an employer to a civil action with significant financial damages, including actual
21 damages, exemplary damages, and attorneys’ fees and costs. (*Id.* § 7, subd. (c).)

22 68. These vague aspects of the Healthy Buildings Ordinance necessarily leave it to
23 the persons who enforce it to decide whether it has been violated on an *ad hoc* and subjective
24 basis; as a result, the Healthy Buildings Ordinance fails the second test for vagueness.

25 69. Additionally, violation of the Healthy Buildings Ordinance opens employers and
26 their agents up to criminal liability. The Healthy Buildings Ordinance states that a violation of
27 the ordinance is a nuisance under San Francisco Health Code section 581. (Healthy Buildings
28

1 Ordinance § 7, subd. (b).) Such nuisances are a misdemeanor which can expose persons to
2 between 10 days and three months of imprisonment along with a criminal penalty. (S.F. Health
3 Code § 600, subd. (a).) The Constitution tolerates less vagueness when an ordinance imposes
4 criminal penalties, as here. *See, Nunez by Nunez*, 114 F.3d at 940; *Village of Hoffman Estates*,
5 455 U.S. at 489-499.

6 70. These ambiguities will inevitably result in scores of lawsuits against hotels.
7 The Healthy Buildings Ordinance creates a private right of action for employees and former
8 employees. (Healthy Buildings Ordinance, § 7, subd. (c).) Additionally, the Ordinance allows
9 “any person” to bring a civil action based on a violation of the Ordinance “where such a civil
10 action is otherwise recognized under the law.” (*Id.* § 7, subd. (d).)

11 71. By virtue of the foregoing, the application of the Healthy Buildings Ordinance
12 to Plaintiffs’ members and guests within the City and County of San Francisco violates the due
13 process guarantees of the California Constitution. Such application will cause those members
14 to suffer irreparable harm for which they have no adequate remedy at law.

15 **FIFTH CAUSE OF ACTION**

16 **(For Declaratory Relief and Injunction Based on Preemption by State Law)**

17 72. Plaintiffs incorporate herein by this reference the allegations contained in
18 Paragraphs 1 through 71, inclusive.

19 73. California employers, including those in the City and County of San Francisco,
20 are subject to the California Occupational Safety and Health Act of 1973 (“the Act”)
21 (California *Labor Code* § 6300 *et seq.*).

22 74. The Act is enforced by the California Division of Occupational Safety and
23 Health, also referred to as “Cal/OSHA.”

24 75. Occupational safety and health standards are established by the California
25 Occupational Safety and Health Standards Board (the “Standards Board”).

26 76. *Labor Code* section 142.3 provides that the Standards Board “shall be the only
27 agency in the state authorized to adopt occupational safety and health standards.” This
28

1 language evidences the legislature's intent to expressly occupy the field of occupational safety
2 and health.

3 77. The Healthy Buildings Ordinance establishes occupational safety and health
4 standards required to be followed by hotel employers in the City and County of San Francisco
5 that differ from those found in the Act or established by the Standards Board.

6 78. The Act and *Labor Code* section 142.3 expressly preempt regulation by
7 Defendant City and County of San Francisco, and thus the Healthy Buildings Ordinance is
8 void.

9 **PRAYER FOR RELIEF**

10 Plaintiffs request the following relief:

11 1. Declaratory judgment that the Healthy Buildings Ordinance violates the Due
12 Process Clauses of the United States and California Constitutions and is thus void;

13 2. Declaratory judgment that the Healthy Buildings Ordinance is preempted and is
14 thus void;

15 3. Permanent injunction preventing the City and County of San Francisco, hotel
16 employees, or representatives of hotel employees from enforcing the Healthy Buildings
17 Ordinance that has been declared void or unconstitutional;

18 4. For an award of attorneys' fees and costs of suit herein pursuant to *Code of Civil*
19 *Procedure* § 1021.5; and

20 5. Such other relief as this court deems just and equitable.
21

22 DATE: July 20, 2020

FISHER & PHILLIPS LLP

23
24 By:

25 Jeffrey R. Thurrell
26 Jason A. Geller
27 Aaron F. Olsen
28 Darcey M. Groden
Attorneys for Plaintiffs, California Hotel &
Lodging Association; Hotel Council of San
Francisco; and American Hotel & Lodging
Association

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PROOF OF SERVICE
 (CCP §§1013(a) and 2015.5)

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County of San Diego with the law offices of Fisher & Phillips LLP and its business address is 4747 Executive Drive, Suite 1000, San Diego, California, 92121.

On , I served the following document(s) on the person(s) listed below by placing the original a true copy thereof enclosed in sealed envelope(s) addressed as follows:

[by MAIL] - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in San Diego California, in a sealed envelope with postage fully prepaid.

[by FAX] - Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the person(s) at fax number(s) listed above from fax number (858)597-9601. The fax reported no errors. A copy of the transmission report is attached.

[by OVERNIGHT DELIVERY] - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.

[by ELECTRONIC SERVICE] - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

[by PERSONAL SERVICE] - I delivered the document(s) to the person(s) at the address(es) listed above by (1) (a) personal delivery, or (b) by leaving the documents in an envelope/package with an individual in charge of the office, or (c) by leaving them in a conspicuous place in the office between the hours of 9:00 a.m. and 6:00 p.m., or (2) by messenger – a copy of the Messenger Declaration is attached.

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

Executed , at San Diego, California.

_____ By: _____
Print Name Signature

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DECLARATION OF MESSENGER

By personal service. I personally delivered the envelope or package received from the declarant above to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney’s office by leaving the documents in an envelope or package, which was clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party’s residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding. I served the envelope or package, as stated above, on 7/20/2020.

Name of person with whom package was left: Time:

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

Date: 7/20/2020

(NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)