

LAW OFFICES OF JERRY L. STEERING

Jerry L. Steering (SBN 122509)

jerry@steeringlaw.com ; jerrysteering@yahoo.com

Brenton Whitney Aitken Hands (SBN 308601)

brentonaitken@gmail.com

4063 Birch Street, Suite 100

Newport Beach, California 92660

(949) 474-1849

(949) 474-1883 Fax

Attorneys for plaintiffs Katie Ann Barcelo and Justin Roberts

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

KATIE ANN BARCELO and JUSTIN
ROBERTS,

Plaintiff,

vs.

CITY OF SAN DIEGO, 51
STRATEGIES L.L.C. doing business as
S & S TOWING, SEAN GERMAINE
METCALF, SONYA DEFREITAS-
METCALF, 5471 BAYVIEW
HEIGHTS, L.P., MAAC BAYVIEW
HEIGHTS, L.L.C., CRP VALENCIA
POINTE L.P., MAAC VALENCIA
POINTE MGP L.L.C. and DOES 1
through 10, INCLUSIVE,

Defendants.

Case 3:25-cv-00329-BAS-AHG

DECLARATION OF JERRY L.
STEERING IN SUPPORT OF
PLAINTIFFS' SECOND EX PARTE
APPLICATION TO ENLARGE TIME
TO SERVE DEFENDANTS 51
STRATEGIES L.L.C. doing business as
S & S TOWING, SEAN GERMAINE
METCALF and SONYA DEFREITAS-
METCALF, OR IN THE
ALTERNATIVE TO PERMIT
PLAINTIFFS TO DISMISS FIRST
AMENDED COMPLAINT AS TO
THOSE DEFENDANTS WITHOUT
PREJUDICE TO REFILE IN STATE
COURT **(PART III, with attached
Exhibit "G")**

DATE: SEPTEMBER 3, 2025

**UNITED STATES DISTRICT
JUDGE CYNTHIA BASHANT**

DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS' SECOND EX PARTE
APPLICATION TO ENLARGE TIME TO SERVE DEFENDANTS 51 STRATEGIES L.L.C. doing
business as S & S TOWING, SEAN GERMAINE METCALF and SONYA DEFREITAS-METCALF,
OR IN THE ALTERNATIVE TO PERMIT PLAINTIFFS TO DISMISS FIRST AMENDED
COMPLAINT AS TO THOSE DEFENDANTS WITHOUT PREJUDICE TO
REFILE IN STATE COURT

- 1) I am counsel of record for plaintiffs Katie Ann Barcelo and Justin Roberts in this action.
- 2) As I previously alleged in Plaintiff First Ex Parte Application to this Honorable Court to Enlarge Time to This action was filed on February 13 2025 [Civil Docket Number 1] and plaintiffs filed their First Amended Complaint on March 11, 2025 [Civil Docket Number 5].
- 3) As I also previously alleged in Plaintiff First Ex Parte Application in this action, in a nutshell, this action involves allegations by the plaintiffs that on February 26, 2024 plaintiff Katie Barcelo (hereinafter “BARCELO”) drove her car, a 2017 Hyundai Elantra¹, to the Hillside Views Apartments, located at 5446 Bayview Heights Place, San Diego, California, to pick up her children from a friend’s apartment².
- 4) As I also previously alleged in Plaintiff First Ex Parte Application there were no guest spots for parking at the Hillside Views Apartments available for BARCELO to park her Hyundai Elantra sedan to go pick up her children, so plaintiff BARCELO parked her car approximately 15 feet away from her friend’s apartment on the

¹ Said vehicle bearing Vehicle Identification Number KMHD35LH2HU384029 and California license plate number 8KKY404.

² Plaintiff BARCELO’s 2017 Hyundai Elantra (hereinafter, “Hyundai” or “car” or “plaintiffs’ car” or “Hyundai Elantra”) was registered to plaintiff ROBERTS, who is plaintiff BARCELO’s nephew. Plaintiff BARCELO had been making payments on the 2017 Hyundai Elantra for approximately six months and was in the process of purchasing the car from ROBERTS.

1 street next to the curb, leaving her hazard lights, on and went to and
2 into her friend's apartment to get her children.

3 5) As I also previously alleged in Plaintiff First Ex Parte Application
4 within a few minutes, plaintiff BARCELO's friend had noticed that a
5 tow truck driver employed by defendant S & S TOWING, the towing
6 company owned by defendant 51 Strategies, L.L.C., and by
7 defendants Sean Metcalf and Sonya Metcalf, was in the process of
8 towing plaintiff BARCELO's car, and had her 2017 Hyundai Elantra
9 coupled to the tow truck. Plaintiff BARCELO immediately ran
10 outside and confronted the S & S Towing tow truck driver and
11 demanded the release of her car; something that she is entitled to do
12 even if the towing of her vehicle had been lawful³, which it was not.

13 6) As I also previously alleged in Plaintiff First Ex Parte Application
14 thereafter, the tow truck driver handed plaintiff BARCELO a
15 defendant S & S TOWING's business card that had no address and
16 only had a phone number shown on it, to pick up her car that he
17 intended to tow away.

18 7) As I also previously alleged in Plaintiff First Ex Parte Application
19 during this time, the tow truck driver stopped towing plaintiff's car,
20 away, and was waiting for the S & S Towing dispatcher to tell him
21 what to do next. Thereafter, both plaintiff BARCELO and the tow
22
23

24
25 ³ Cal. Veh. Code § 22658(g)(1)(B) provides: "(B) Upon the request of the owner of the vehicle
26 or that owner's agent, the towing company or its driver shall immediately and unconditionally
27 release a vehicle that is not yet removed from the private property and in transit."

truck driver called the San Diego Police Department.

- 8) As I also previously alleged in Plaintiff First Ex Parte Application when the DOE defendant San Diego Police Department police officers arrived they told plaintiff BARCELO that because she was parked in a “fire lane,” that the tow truck driver could take her car and tow it away; something untrue, as she had a right to demand the release of her car under Cal. Veh. Code § 22658(g)(1)(B), and as plaintiffs’ car was not parked in a fire lane⁴.
- 9) As I also previously alleged in Plaintiff First Ex Parte Application the San Diego Police Department police officers then told the tow truck driver to tow plaintiffs’ car away, which he then did.
- 10) As I also previously alleged in Plaintiff First Ex Parte Application thereafter, plaintiff BARCELO kept calling defendant S & S TOWING to retrieve her car, but S & S TOWING refused to answer her phone call and blocked plaintiff BARCELO’s cellphone number.
- 11) As I also previously alleged in Plaintiff First Ex Parte Application thereafter, plaintiff Justin Roberts, hereinafter referred to as “ROBERTS”, who was the registered owner of the towed away 2017 Hyundai, was texting with a representative of defendant S & S TOWING⁵ who refused to tell ROBERTS where he could pick up his

⁴ A merely painted red curb is not a legitimate or lawful “fire lane” under Cal. Veh. Code § 22500.1.

⁵ Because defendants at S & S Towing, defendants SEAN METCALF and/or SONYA METCALF and/or DOE 1 and/or DOE 2 had blocked plaintiff BARCELO’s phone number. DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS’ SECOND EX PARTE APPLICATION TO ENLARGE TIME TO SERVE DEFENDANTS 51 STRATEGIES L.L.C. doing business as S & S TOWING, SEAN GERMAINE METCALF and SONYA DEFREITAS-METCALF, OR IN THE ALTERNATIVE TO PERMIT PLAINTIFFS TO DISMISS FIRST AMENDED COMPLAINT AS TO THOSE DEFENDANTS WITHOUT PREJUDICE TO REFILE IN STATE COURT

1 car and how much it would cost to retrieve it from S & S Towing.

2 12) As I also previously alleged in Plaintiff First Ex Parte Application
3 thereafter, I personally did extensive internet searches for and about
4 S & S Towing and learned that defendants Sean Metcalf and
5 Sonya Metcalf were the principals and owners of S & S
6 Towing, and that they were the Managers, the Managing Members,
7 and the owners and the *alter egos* of 51 STRATEGIES L.L.C.; the
8 business entity that owned and did business as S & S Towing.

9 13) As I also previously alleged in Plaintiff First Ex Parte Application
10 I was also able to find a telephone number for defendant Sean
11 Metcalf, and on or about March 4, 2024 I spoke with Sean
12 Metcalf by phone.

13 14) As I also previously alleged in Plaintiff First Ex Parte Application
14 during that March 4, 2024 discussion, I told defendant Sean
15 Metcalf that plaintiffs' car had been illegally towed by S & S
16 Towing⁶, and demanded to know where plaintiffs' vehicle was
17 being stored, and demanded the return of plaintiffs' 2017 Hyundai
18 sedan or plaintiff would sue defendant Sean Metcalf and his
19 company(ies) for the felonious and tortious taking and keeping
20 plaintiffs' car.

21 15) As I also previously alleged in Plaintiff First Ex Parte Application
22 moreover, during my internet search for and about defendant Sean
23
24

25
26 ⁶ And why it was an illegal tow.

1 Metcalf I learned that defendant Sean Metcalf was a criminal, that he
2 “steals” car using his towing company as a vehicle to “steal” vehicles
3 by illegally towing vehicles and by refusing to return or release them
4 to the owners of the vehicles and then selling them off.

5 16) As I also previously alleged in Plaintiff First Ex Parte Application
6 in addition, during my internet search for and about defendant Sean
7 Metcalf, I also learned that defendant Sean Metcalf and his front
8 company S & S Towing did not have a tow yard to tow vehicles to,
9 and that defendant Sean Metcalf, his wife defendant Sonya Metcalf
10 and their companies were a nationwide group of scam companies to
11 advance various criminal schemes across the United States of
12 America.

13 17) As I also previously alleged in Plaintiff First Ex Parte Application
14 this is not merely my opinion. The San Diego Police Department has
15 issued a bulletin about criminal towing by S & S Towing. See,
16 attached Exhibit “A”; the August 15, 2024 News Release by the San
17 Diego Police Department entitled: “SDPD Investigating Illegal
18 Practices by S&S Towing in the City of San Diego, Investigators
19 Seeking Additional Information From People Who’ve Been
20 Unlawfully Towed In Past 3 Years”, [20240815-sdpd-investigating-illegal-practices-by-ss-towing-in-the-city-of-san-diego.pdf](#).

21
22
23 18) As I also previously alleged in Plaintiff First Ex Parte Application
24 on August 5, 2024 the San Diego Police Department executed a
25 search warrant on S & S Towing, and during the search warrant
26 execution, an S & S Tow Truck driver committed suicide during that

27 DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS’ SECOND EX PARTE
28 APPLICATION TO ENLARGE TIME TO SERVE DEFENDANTS 51 STRATEGIES L.L.C. doing
business as S & S TOWING, SEAN GERMAINE METCALF and SONYA DEFREITAS-METCALF,
OR IN THE ALTERNATIVE TO PERMIT PLAINTIFFS TO DISMISS FIRST AMENDED
COMPLAINT AS TO THOSE DEFENDANTS WITHOUT PREJUDICE TO
REFILE IN STATE COURT

1 raid. See also, “San Diego police investigating illegal practices by
2 towing company”, NBC 7 News, [San Diego police investigating](#)
3 [illegal practices by towing company – NBC 7 San Diego](#); “San Diego
4 police looking for potential victims in towing fraud investigation,
5 S&S Towing is accused by alleged victims of towing away cars
6 illegally then demanding cash for their return, police said”, San
7 Diego Union-Tribune, August 16, 2024 ([SDPD investigating tow](#)
8 [company for alleged exploitation](#)).

- 9 19) As I also previously alleged in Plaintiff First Ex Parte Application
10 after this instant lawsuit was filed on February 13 2025, I served a
11 F.R.Civ.P. 4 Notice of Lawsuit and Request for Waiver of Service of
12 Summons and Waiver of Service of Summons documents, along with
13 the Summons and the First Amended Complaint on all of the
14 defendants to this action.
- 15 20) Since the filing of Plaintiffs’ First Ex Parte Application to Enlarge
16 Time to Serve Defendants 51 Strategies L.L.C. doing business as S &
17 S Towing, Sean Germaine Metcalf and Sonya Defreitas-Metcalf on
18 May 14, 2025, all of the other defendants to this action have either
19 filed their Answers to the First Amended Complaint in this action⁷
20 or have filed a Motion to Dismiss First Amended Complaint pursuant
21

22
23
24
25 ⁷ To wit, defendants MAAC Valencia Pointe MGP L.L.C., MAAC Bayview Heights,
26 L.L.C. filed their Answer to the First Amended Complaint on May 27, 2025 [Civil Docket Item
27 Number 16] and defendant CRP Valencia Pointe L.P. filed its Answer on June 23, 2025 [Civil
28 Docket Item 18].

DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS’ SECOND EX PARTE
APPLICATION TO ENLARGE TIME TO SERVE DEFENDANTS 51 STRATEGIES L.L.C. doing
business as S & S TOWING, SEAN GERMAINE METCALF and SONYA DEFREITAS-METCALF,
OR IN THE ALTERNATIVE TO PERMIT PLAINTIFFS TO DISMISS FIRST AMENDED
COMPLAINT AS TO THOSE DEFENDANTS WITHOUT PREJUDICE TO
REFILE IN STATE COURT

1 to F.R.Civ.P. 12(b)(6)⁸.

2 21) Thereafter, on June 5, 2025 an Order issued out of this Honorable
3 Court Granting Plaintiffs' Ex Parte Application to Enlarge Time to
4 Serve Defendants 51 Strategies L.L.C. doing business as S & S
5 Towing, Sean Germaine Metcalf and Sonya Defreitas-Metcalf, and
6 ordering that plaintiff serve said defendant and to file proof of service
7 upon them by September 3, 2025.

8 22) As I also previously alleged in Plaintiff First Ex Parte Application
9 I sent my law clerk, Shahin Shams to personally serve defendants 51
10 Strategies L.L.C., Sean Metcalf and Sonya Metcalf at 4182 El
11 Cajon Blvd., San Diego, CA 92105; the address that at that time was
12 listed with the California Secretary of State's Office had on file for
13 defendants 51 Strategies L.L.C.

14 23) As I also previously alleged in Plaintiff First Ex Parte Application
15 when Shahin Shams went to that address at 4182 El Cajon Blvd.,
16 San Diego, CA 92105 to serve said defendants with the Summons
17 and First Amended Complaint in this case, he was told that said
18 defendants had not been at that address for over one year.

19 24) As I also previously alleged in Plaintiff First Ex Parte Application
20 on May 14, 2025 I checked with the California Secretary of State's
21 Office as to any new address for defendant 51 Strategies L.L.C., but
22
23

24
25
26 ⁸ To wit, defendant City of San Diego, filed its Motion to Dismiss First Amended Complaint
pursuant to F.R.Civ.P. 12(b)(6) on May 27, 2025 [Civil Docket Item 15].

1 there has been no change in the address for that defendant. See,
2 attached Exhibit “C”, a true and correct printout from of California
3 Secretary of State’s Office of May 14, 2025 showing the address of
4 defendant 51 Strategies L.L.C. as that same address; 4182 El Cajon
5 Blvd., San Diego, CA 92105.

6 25) As I also previously alleged in Plaintiff First Ex Parte Application
7 I hired a Private Investigator to attempt to find addresses where I can
8 serve defendants 51 Strategies L.L.C., Sean Metcalf and Sonya
9 Metcalf.

10 26) After the June 5, 2025 Order enlarging time to serve defendants 51
11 Strategies L.L.C., Sean Metcalf and Sonya Metcalf I was planning of
12 serving defendant 51 Strategies L.L.C. by serving at the California
13 Secretary of State’s Office.

14 27) However, when I checked with the California Secretary of State’s
15 Office to see if defendant 51 Strategies L.L.C. I leaned that said LLC
16 was officially dissolved by Sean Germaine Metcalf and Sonya
17 Defreitas-Metcalf on June 23, 2025. See, attached Exhibit “B”, a true
18 and correct copy of the Statement of Dissolution of defendant 51
19 Strategies L.L.C. from the California Secretary of State’s Office.

20 28) My Private Investigator, Joseph Travers, again did a search to locate
21 Sean Germaine Metcalf and Sonya Defreitas-Metcalf, and he
22 confirmed again and as recently as September 3, 2025 that they
23 resided at 2828 Oakwood Creek Way, Escondido, CA 92027.

24 29) Therefore, I sent my law clerk Shahin Shams to personally serve
25 Sean Germaine Metcalf and Sonya Defreitas-Metcalf, and
26

27 DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS’ SECOND EX PARTE
28 APPLICATION TO ENLARGE TIME TO SERVE DEFENDANTS 51 STRATEGIES L.L.C. doing
business as S & S TOWING, SEAN GERMAINE METCALF and SONYA DEFREITAS-METCALF,
OR IN THE ALTERNATIVE TO PERMIT PLAINTIFFS TO DISMISS FIRST AMENDED
COMPLAINT AS TO THOSE DEFENDANTS WITHOUT PREJUDICE TO
REFILE IN STATE COURT

1 whatever was left of 51 Strategies LLC at that 2828 Oakwood Creek
2 Way, Escondido, CA 92027.

3 30) My law clerk Shahin Shams attempted to personally serve Sean
4 Germaine Metcalf and Sonya Defreitas-Metcalf, and whatever was
5 left of 51 Strategies LLC at that 2828 Oakwood Creek Way,
6 Escondido, CA 92027 single family residence on four separate
7 occasions, as recently as July 2, 2025.

8 31) Each time that Shahin Shams attempted serve the Metcalfs at the
9 2828 Oakwood Creek Way, Escondido address, there was a car
10 parked in the driveway, and Mr. Shams believed that someone was
11 home, but were refusing to open the door of that residence.

12 32) Even as recently as today, September 3, 2025 my Investigator
13 locating service showed that the Metcalfs still resided at the 2828
14 Oakwood Creek Way, Escondido address. See attached Exhibit "D";
15 true and correct printouts that I received from my Private Investigator
16 on September 3, 2025 showing that Sean Metcalf and Sonya Metcalf
17 both reside at that address.

18 33) Accordingly, thereafter rather than move this Honorable Court for an
19 Order to Serve Sean Metcalf and Sonya Metcalf by Publication, I
20 decided to make one last attempt to serve them by serving them by
21 mail pursuant and to mail to them a F.R.Civ.P. 4 Waiver of Service
22 of Summons, as all of the legal authorities that I consulted
23 recommended attempting all other means to serve a defendant before
24 obtaining an order from this Honorable Court to serve a defendant by
25 publication.
26

27 DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS' SECOND EX PARTE
28 APPLICATION TO ENLARGE TIME TO SERVE DEFENDANTS 51 STRATEGIES L.L.C. doing
business as S & S TOWING, SEAN GERMAINE METCALF and SONYA DEFREITAS-METCALF,
OR IN THE ALTERNATIVE TO PERMIT PLAINTIFFS TO DISMISS FIRST AMENDED
COMPLAINT AS TO THOSE DEFENDANTS WITHOUT PREJUDICE TO
REFILE IN STATE COURT

1 34) Accordingly, on August 8, 2025 I served defendants 51
2 Strategies L.L.C., Sean Metcalf and Sonya Metcalf by sending to
3 them by Certified Mail, return receipt requested, a Notice of Lawsuit
4 and Request for Waiver of Service of Summons, the Summons on
5 Amended Complaint and the First Amended Complaint in this action.
6 See, attached Exhibit “E”, pages 1 through 52, a true and correct
7 copy of the Notice of Lawsuit and Request for Waiver of Service of
8 Summons, the Summons on Amended Complaint and the First
9 Amended Complaint sent to Sean Metcalf for defendant 51
10 Strategies, attached Exhibit “F”, pages 1 through 52, a true and
11 correct copy of the Notice of Lawsuit and Request for Waiver of
12 Service of Summons, the Summons on Amended Complaint and the
13 First Amended Complaint sent to Sean Metcalf individually, and
14 attached Exhibit “G”, pages 1 through 52, a true and
15 correct copy of the Notice of Lawsuit and Request for Waiver of
16 Service of Summons, the Summons on Amended Complaint and the
17 First Amended Complaint sent to Sonya Metcalf individually.

18 35) On September 2, 2025 and September 3, 2025 all three of those
19 packages (Exhibits “E, “F” and “G”) were returned to my office
20 showing “Return to Sender, Undeliverable to Addressed, Unavailable
21 to Forward” (See, pages 53 through 57 on Exhibits “E, “F” and “G”).

22 36) Accordingly, based on the above and foregoing, plaintiffs pray that
23 an order issue out of this Honorable Court enlarging time for plaintiff to
24 serve to obtain an order for service by publication and to serve
25 defendants 51 Strategies L.L.C., Sean Metcalf and Sonya Metcalf by
26

27 DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS’ SECOND EX PARTE
28 APPLICATION TO ENLARGE TIME TO SERVE DEFENDANTS 51 STRATEGIES L.L.C. doing
business as S & S TOWING, SEAN GERMAINE METCALF and SONYA DEFREITAS-METCALF,
OR IN THE ALTERNATIVE TO PERMIT PLAINTIFFS TO DISMISS FIRST AMENDED
COMPLAINT AS TO THOSE DEFENDANTS WITHOUT PREJUDICE TO
REFILE IN STATE COURT

1 publication.

2 37) In the alternative, if this Honorable Court is not willing to enlarge
3 time for plaintiff to serve said defendants, plaintiff prays that this action
4 be dismissed as to defendants 51 Strategies L.L.C., Sean Metcalf and
5 Sonya Metcalf to serve them by publication.

6 38) I declare under penalty of perjury under the laws of the United States
7 of America that the above and foregoing is true and correct.

8 39) This the 3rd day of September, 2025 at Newport Beach, California.

9 /s/ Jerry L. Steering

10 JERRY L. STEERING, ATTORNEY FOR
11 PLAINTIFFS KATIE ANN BARCELO and JUSTIN
12 ROBERTS
13
14
15
16
17
18
19
20
21
22
23
24
25
26

27 DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS' SECOND EX PARTE
28 APPLICATION TO ENLARGE TIME TO SERVE DEFENDANTS 51 STRATEGIES L.L.C. doing
business as S & S TOWING, SEAN GERMAINE METCALF and SONYA DEFREITAS-METCALF,
OR IN THE ALTERNATIVE TO PERMIT PLAINTIFFS TO DISMISS FIRST AMENDED
COMPLAINT AS TO THOSE DEFENDANTS WITHOUT PREJUDICE TO
REFILE IN STATE COURT

Exhibit “G”

DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS’ SECOND EX PARTE
APPLICATION TO ENLARGE TIME TO SERVE DEFENDANTS 51 STRATEGIES L.L.C. doing
business as S & S TOWING, SEAN GERMAINE METCALF and SONYA DEFREITAS-METCALF,
OR IN THE ALTERNATIVE TO PERMIT PLAINTIFFS TO DISMISS FIRST AMENDED
COMPLAINT AS TO THOSE DEFENDANTS WITHOUT PREJUDICE TO
REFILE IN STATE COURT

**NOTICE OF LAWSUIT AND REQUEST FOR
WAIVER OF SERVICE OF SUMMONS**

TO: (A) Sonya Defreitas-Metcalf

as (B) Sonya Defreitas-Metcalf of (C) individually

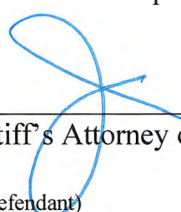
A lawsuit has been commenced against you (or the entity on whose behalf you are addressed). A copy of the complaint is attached to this notice. It has been filed in the United States District Court for the (D) Southern District of California and has been assigned docket number (E) 3:25-cv-00329-BAS-AHG .

This is not a formal summons or notification from the court, but rather my request that you sign and return the enclosed waiver of service in order to save the cost of serving you with a judicial summons and an additional copy of the complaint. The cost of service will be avoided if I receive a signed copy of the waiver within (F) 30 days after the date designated below a the date on which this Notice and Request is sent. I enclose a stamped and addressed envelope (or other means of cost-free return) for your use. An extra copy of the waiver is also attached for your records.

If you comply with this request and return the signed waiver, it will be filed with the court and no summons will be served on you. The action will then proceed as if you had been served on the date the waiver is filed, except that you will not be obligated to answer the complaint before 60 days from the date designated below as the date on which this notice is sent (or before 90 days from the date is you address is not in any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Federal Rules of Civil Procedure and will then, to the extent authorized by those Rules, ask the court to require you (or the party on whose behalf you are addressed) to pay the full costs of such service. In that connection, please read the statement concerning the duty of parties to waive the service of the summons, which is set forth at the foot of the waiver form.

I affirm that this request is being sent to you on behalf of the plaintiff this 8 day of August



Signature of Plaintiff's Attorney or Unrepresented Plaintiff
JERRY L. STEERING

- A - Name of individual defendant (or name of officer or agent of corporate defendant)
- B - Title or other relationship of individual to corporate defendant
- C - Name of corporate defendant, if any
- D - District
- E - Docket number of action
- F - Addressee must be given at least 30 days (60 days if located in foreign country) in which to return waiver

WAIVER OF SERVICE OF SUMMONS

TO: Jerry L. Steering, Esq.

(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, acknowledge receipt of your request that I waive service of a summons in the action of
Barcelo, et al v. City of San Diego, et al , which is case number 3:25-cv-00329-BAS-AHG
in the United States District Court for the Southern District of
California . I have also received a copy of the complaint in the
action, two copies of this instrument, and a means by which I can return the signed waiver to you
without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in
this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial
process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit
or to the jurisdiction or venue of the court except for objections based on a defect in the summons
or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am
acting) if an answer or motion under Rule 12 is not served upon you within 60 days after

8/8/25 , or within 90 days after that date if the request was sent outside the
(DATE REQUEST WAS SENT)

United States.

8/8/25
(DATE)

(SIGNATURE)

Printed/Typed Name: _____

As _____ of _____
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and
complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive
service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in
an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of
the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the
jurisdiction of the court or to the place where the action had been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff)
a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default
judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually
served when the request for waiver of service was received.

United States District Court

SOUTHERN DISTRICT OF CALIFORNIA

Katie Ann Barcelo; Justin Roberts

Civil Action No. 25-cv-0329-BAS-AHG

Plaintiff

V.

See Attachment

Defendant

AMENDED SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) - or 60 days if you are the United States or a United States agency, or an office or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - You must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jerry Lawrence Steering
4063 Birch Street, Suite 100
Newport Beach, CA 92660
949-474-1849

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 3/12/25



John Morrill

CLERK OF COURT

S/

M. Williams

Signature of Clerk or Deputy Clerk

Civil Action No. 25-cv-0329-BAS-AHGDate Issued: 3/12/25**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(1))*

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of the individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's Signature

Printed name and title

Server's address

NOTICE OF RIGHT TO CONSENT TO TRIAL BY A UNITED STATES MAGISTRATE JUDGE

IN ACCORDANCE WITH THE PROVISION OF 28 USC 636(C) YOU ARE HEREBY NOTIFIED THAT A U.S. MAGISTRATE JUDGE OF THIS DISTRICT MAY, UPON CONSENT OF ALL PARTIES, CONDUCT ANY OR ALL PROCEEDINGS, INCLUDING A JURY OR NON-JURY TRIAL, AND ORDER THE ENTRY OF A FINAL JUDGMENT.

YOU SHOULD BE AWARE THAT YOUR DECISION TO CONSENT OR NOT CONSENT IS ENTIRELY VOLUNTARY AND SHOULD BE COMMUNICATED SOLELY TO THE CLERK OF COURT. ONLY IF ALL PARTIES CONSENT WILL THE JUDGE OR MAGISTRATE JUDGE WHOM THE CASE HAS BEEN ASSIGNED BE INFORMED OF YOUR DECISION.

JUDGMENTS OF THE U.S. MAGISTRATE JUDGES ARE APPEALABLE TO THE U.S. COURT OF APPEALS IN ACCORDANCE WITH THIS STATUTE AND THE FEDERAL RULES OF APPELLATE PROCEDURE.

Exhibit G-4

United States District Court

SOUTHERN DISTRICT OF CALIFORNIA

(ATTACHMENT)

Civil Action No. 25-cv-0329-BAS-AHG

Defendant's: City of San Diego; 51 Strategies L.L.C., doing business as S&S Towing; Sean Germaine Metcalf; Sonya Defreitas-Metcalf; 5471 Bayview Heights, L.P.; MAAC Bayview Heights, L.L.C.; Does 1 through 10, Inclusive; CRP Valencia Pointe L.P.; MAAC Valencia Pointe MGP L.L.C.

LAW OFFICES OF JERRY L. STEERING

Jerry L. Steering (SBN 122509)

jerry@steeringlaw.com ; jerrysteering@yahoo.com

Brenton Whitney Aitken Hands (SBN 308601)

brentonaitken@gmail.com

4063 Birch Street, Suite 100

Newport Beach, California 92660

(949) 474-1849

(949) 474-1883 Fax

Attorneys for plaintiffs Katie Ann Barcelo and Justin Roberts

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

KATIE ANN BARCELO and JUSTIN
ROBERTS,

Plaintiff,

vs.

CITY OF SAN DIEGO, 51
STRATEGIES L.L.C. doing business as
S & S TOWING, SEAN GERMAINE
METCALF, SONYA DEFREITAS-
METCALF, 5471 BAYVIEW
HEIGHTS, L.P., MAAC BAYVIEW
HEIGHTS, L.L.C., CRP VALENCIA
POINTE L.P., MAAC VALENCIA
POINTE MGP L.L.C. and DOES 1
through 10, INCLUSIVE,

Defendants.

Case No.:

FIRST AMENDED COMPLAINT
FOR DAMAGES FOR VIOLATION
OF FEDERAL CONSTITUTIONAL
RIGHTS UNDER COLOR OF STATE
LAW [42 U.S.C. § 1983]; CLAIMS
FOR UNREASONABLE SEIZURE OF
PROPERTY (U.S. CONST. AMEND
4); RIGHT TO FREEDOM OF
SPEECH (U.S. CONST. AMEND 1);
CLAIM AGAINST LOCAL PUBLIC
ENTITY BASED ON FAILURE TO
TRAIN / OFFICIAL POLICY,
PRACTICE OR CUSTOM (MONELL
CLAIM and CLAIM AGAINST
PRIVATE ENTITY ACTING UNDER
COLOR OF STATE LAW);
CALIFORNIA STATE LAW CLAIMS
FOR CONVERSION /TRESPASS TO
CHATTELS; NEGLIGENCE,
INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS and
VIOLATION OF CAL. VEH CODE §
22658

JURY TRIAL DEMANDED

COME NOW plaintiffs Katie Ann Barcelo and Justin Roberts and shows this honorable court the following:

JURISDICTIONAL ALLEGATIONS

1. As this action is brought under 42 U.S.C. § 1983, this court has jurisdiction over this case under its federal question jurisdiction pursuant to 28 U.S.C. § 1331.

2. As the incidents complained of in this action occurred in the City of San Diego, County of San Diego, State of California, within the territorial jurisdiction of this court, venue properly lies in this court pursuant to 28 U.S.C. § 1391(b)(2).

3. As the plaintiffs' claims under California state law arise out of a common nucleus of operative facts and out of the same transactions and occurrences at plaintiffs' claims under federal law this Honorable Court has jurisdiction over the plaintiffs' state law claims under 28 U.S.C. § 1367 and otherwise pursuant to *United Mine Workers of America v. Gibbs*, 383 U.S. 715 (1966).

4. Plaintiffs Katie Ann Barcelo and Justin Roberts timely filed their Claim For Damages against the City of San Diego on June 24, 2024, pursuant to the California Tort Claims Act, Cal. Gov't. Code § 900 et seq. Said claim as to Katie Ann Barcelo was rejected by defendant City of San Diego on August 13, 2024, and this action is commenced less than six months after the denial of plaintiff Katie Ann Barcelo's claim. As of the filing of the instant action, defendant City of San Diego has neither accepted nor rejected plaintiff Justin Roberts' Claim for Damages.

GENERAL ALLEGATIONS

5. Plaintiff Katie Ann Barcelo, hereinafter referred to as "KATIE BARCELO" and/or "plaintiff" and/or "BARCELO" and/or "plaintiff BARCELO"

FIRST AMENDED COMPLAINT FOR DAMAGES

1 is a natural person, who, at all times complained of in this action, resided in the
2 County of San Diego, State of California.

3 6. Plaintiff Justin Roberts, hereinafter referred to as “JUSTIN
4 ROBERTS” and/or “plaintiff” and/or “ROBERTS” and/or “plaintiff ROBERTS”
5 is a natural person, who, at all times complained of in this action, resided in the
6 County of San Diego, State of California.

7 7. Defendant City of San Diego, hereinafter also referred to as “CITY”,
8 is a municipal entity located in the State of California; within the territorial
9 jurisdiction of this court.

10 8. Defendant 51 Strategies L.L.C., doing business as S & S Towing, is a
11 California Limited Liability Company, hereinafter also referred to as “S & S
12 TOWING,” doing business in the City and County of San Diego, State of
13 California, within the territorial jurisdiction of this court. Plaintiffs also show that
14 defendant 51 Strategies L.L.C., doing business in the City and County of San
15 Diego as S & S Towing, is a nationwide criminal organization, that is involved,
16 *inter alia*, in ongoing auto-thefts¹ in the City and County of San Diego and in the
17 San Diego Metropolitan Area under the guise and ruse of being a legitimate
18 towing company, which it is not.²

19 9. Defendant Sean Germaine Metcalf, hereinafter also referred to as
20 “SEAN METCALF,” is a natural person who, at all times complained of in this
21 action, resided in the County of San Diego, State of California, within the

22
23
24 ¹ Including auto-thefts and criminal and tortious violations of various provisions of California
25 Vehicle Code and the California Penal Code prohibiting certain actions in conducting private
26 property impounds of vehicles.

27 ² See the San Diego Police Department bulletin, *SDPD INVESTIGATING ILLEGAL*
28 *PRACTICES BY S&S TOWING IN THE CITY OF SAN DIEGO, Investigators Seeking*
Additional Information From People Who’ve Been Unlawfully Towed In Past 3 Years, San
Diego Police Department, August 15, 2024 at <https://www.sandiego.gov/sites/default/files/2024-08/20240815-sdpd-investigating-illegal-practices-by-ss-towing-in-the-city-of-san-diego.pdf>

1 territorial jurisdiction of this court. Defendant SEAN METCALF is the Managing
2 Member, the owner and an alter ego of 51 Strategies, L.L.C.

3 10. Plaintiffs also show that defendant 51 Strategies L.L.C., doing
4 business in California as S & S Towing, is a nationwide criminal organization,
5 that is involved, *inter alia*, in ongoing auto-thefts in the City and County of San
6 Diego and in the San Diego Metropolitan Area under the guise and ruse of being a
7 legitimate towing company, and, that defendant SEAN METCALF along with his
8 wife, defendant SONYA METCALF, directs and actively participates in these
9 ongoing criminal acts by defendant 51 Strategies L.L.C., including auto-thefts and
10 other criminal and tortious violations of various provisions of California Vehicle
11 Code and the California Penal Code prohibiting certain criminal actions in
12 conducting Private Property Impounds of vehicles.

13 11. Defendant Sonya Defreitas-Metcalf, hereinafter referred to as
14 "SONYA METCALF," is a natural person who, at all times complained of in this
15 action, resided in the County of San Diego, State of California, within the
16 territorial jurisdiction of this court. SONYA METCALF is a Manager or Member
17 and/or a Managing Member and/or an owner of, and is an alter ego owner of
18 Defendant 51 Strategies L.L.C.

19 12. Plaintiffs also show that defendant 51 Strategies L.L.C., doing
20 business in California as S & S Towing, is a nationwide criminal organization,
21 that is involved, *inter alia*, in ongoing auto-thefts in the City and County of San
22 Diego and in the San Diego Metropolitan Area under the guise and ruse of being a
23 legitimate towing company, and, that defendant SONYA METCALF along with
24 her husband, defendant SEAN METCALF, directs and actively participates in
25 these ongoing criminal acts by defendant 51 Strategies L.L.C., including auto-
26 thefts and other criminal and tortious violations of various provisions of California
27 Vehicle Code and the California Penal Code prohibiting certain criminal and
28 tortious actions in conducting Private Property Impounds of vehicles.

1 13. Defendant 5471 Bayview Heights, L.P., hereinafter referred to as
2 “BAYVIEW HEIGHTS,” is a California Limited Partnership, doing business in
3 the City and County of San Diego, State of California, within the territorial
4 jurisdiction of this court. Defendant BAYVIEW HEIGHTS is the landlord for the
5 Hillside Views Apartments³.

6 14. Defendant MAAC Bayview Heights, L.L.C., hereinafter referred to
7 as “MAAC BAYVIEW HEIGHTS,” is a California Limited Liability Company,
8 doing business in the County of San Diego, State of California, within the
9 territorial jurisdiction of this court. Defendant MAAC BAYVIEW HEIGHTS is
10 the General Partner of defendant BAYVIEW HEIGHTS, and is the property
11 management company for the Hillside Views Apartments.

12 15. Defendant CRP Valencia Pointe L.P., hereinafter referred to as
13 “VALENICIA POINTE,” is a California Limited Partnership, doing business in
14 the City and County of San Diego, State of California, within the territorial
15 jurisdiction of this court. Defendant VALENICIA POINTE is the landlord for the
16 Valencia Point Apartments⁴.

17 16. Defendant MAAC Valencia Pointe MGP, L.L.C., hereinafter referred
18 to as “MAAC VALENICIA POINTE,” is a California Limited Liability Company,
19 doing business in the County of San Diego, State of California, within the
20 territorial jurisdiction of this court. Defendant MAAC VALENICIA POINTE is
21 the General Partner of defendant VALENICIA POINTE, and is the property
22 management company for the Valencia Pointe Apartments.

23 17. Defendants DOES 1 and 2, inclusive, are, at all times complained of
24 herein, tow truck drivers or dispatchers or other agents/employees, who are
25 employed by defendant S & S TOWING and were acting within their course and
26

27
28 ³ Located at 6421 Bayview Heights Pl, San Diego, CA 92105.

⁴ Located at 5930 Division St, San Diego, CA 92114

1 scope of employment with defendant S & S TOWING.

2 18. Defendant DOES 3 and DOES 4 are the property management
3 persons or entities for the Hillside Views Apartments and for the Valencia Pointe
4 Apartments who/which authorized/contracted with and/or directed defendant S &
5 S TOWING to tow cars from the Hillside Views Apartments and/or from the
6 Valencia Pointe Apartments pursuant to a General Authorization to patrol the
7 Hillside Views Apartments and the Valencia Pointe Apartments, and to perform
8 Private Property Impounds⁵ at said apartment, including the towing of any
9 vehicles parked next to any red curb in said apartment complex, including red
10 curbs that were not fire lanes, notwithstanding that a curb merely painted red is
11 not a fire lane under California state law.

12 19. At all times complained of herein defendants DOES 3 and 4 were
13 acting in the course of and within the scope of their employment with BAYVIEW
14 HEIGHTS, BAYVIEW HEIGHTS MAAC, VALENCIA POINTE and
15 VALENCIA POINTE MAAC.

16 20. Defendants DOES 5 and 6 are California Certified Peace Officers,
17 and police officers and/or supervisors and/or Investigators and/ Special Officers
18 and/or a dispatchers and/or some other public officer, public official or employee
19 of defendant City of San Diego/the San Diego Police Department and/or with
20 some other public entity, who in some way committed some or all of the tortious
21 actions and constitutional violations complained of in this action, and/or are
22 otherwise responsible for and liable to plaintiffs for the acts complained of in this
23 action, whose identities are, and remain unknown to plaintiffs, who will amend
24 their complaint to add and to show the actual names of said DOE defendants when
25 ascertained by plaintiffs.

26 21. At all times complained of herein, DOES 5 and 6 were acting as
27
28

⁵ The towing of vehicles from private property.

1 individual persons acting under the color of state law, pursuant to their authority
2 as sworn peace officers and/or police officers and/or Special Officers and/or
3 Supervisors (i.e. Sergeants, Lieutenants, Captains, Commanders, etc.) and/or
4 dispatchers and/or public officers, employed by defendant City of San Diego/the
5 San Diego Police Department and/or with some other public entity, and were
6 acting in the course of and within the scope of their employment with defendant
7 City of San Diego⁶.

8 22. Defendants DOES 7 and 8 are sworn peace officers and/or
9 Supervisors and/or Commanders and/or Captains and/or Lieutenants and/or
10 Sergeants and/or Detectives and/or other Supervisory personnel (such as) and/or
11 policy making and/or final policy making officials, employed by the City of San
12 Diego/the San Diego Police Department and/or with some other public entity, who
13 are in some substantial way liable and responsible for, or otherwise proximately
14 caused and/or contributed to the occurrences complained of by plaintiffs in this
15 action, such as by failing to properly train San Diego Police Department police
16 officers and other San Diego Police Department officers, agents and employees
17 about California laws on Private Property Impounds of vehicles and the towing of
18 vehicles from private property, including the laws regarding the towing vehicles
19 from fire lanes and from other places on private property, and about threatening
20 persons with arrest for asserting their federal and state constitutional rights and
21 their federal and state statutory rights⁷.

22 23. At all times complained of herein, DOES 7 and 8 were acting as
23 individual persons acting under the color of state law, pursuant to their authority
24 as Police Officers and/or Supervisory Officers, Commanders and/or Captains

25
26
27 ⁶ And/or with some other public entity.

28 ⁷ Such as their right to demand the release of their vehicle that is being towed from private property but not yet off of the private property and in transit pursuant to Cal. Veh. Code § 22658(g)(1)(B).

1 and/or Lieutenants and/or Sergeants and/or other Supervisory personnel and/or
2 policy making and/or final policy making officials, employed by the City of San
3 Diego and/or with some other public entity, and/or some other public official(s)
4 with the City of San Diego and/or with some other public entity, and were acting
5 in the course of and within the scope of their employment with defendant the City
6 of San Diego⁸.

7 24. Plaintiffs are presently unaware of the identities of DOES 1 through
8 10, inclusive, and will amend this complaint to add and to show the actual names
9 of said DOE defendants, when ascertained by plaintiffs.

10 25. Defendants DOES 9 and 10 were at all times complained of herein
11 the San Diego City Manager⁹ and/or the Chief of Police of the San Diego Police
12 Department¹⁰ and/or Assistant or Deputy Chiefs of Police of the San Diego Police
13 Department¹¹ and/or Commanders of the San Diego Police Department¹² and/or
14 Captains of the San Diego Police Department¹³ and/or Lieutenants of the San
15 Diego Police Department¹⁴ and/or Sergeants of the San Diego Police
16 Department¹⁵ and other Supervisory peace officers of the San Diego Police
17 Department¹⁶ (as described herein, above and below), and were policy making
18 and/or final policy making officials with defendant City of San Diego¹⁷

19 26. At all times complained of herein, defendants DOES 9 and 10 were
20 acting as individual persons under the color of state law and were acting in the
21
22

23 ⁸ And/or with some other public entity.

24 ⁹ And/or of some other public entity.

25 ¹⁰ And/or with some other public entity or police agency.

26 ¹¹ And/or with some other public entity or police agency.

27 ¹² And/or with some other public entity or police agency.

28 ¹³ And/or with some other public entity or police agency.

¹⁴ And/or with some other public entity or police agency.

¹⁵ And/or with some other public entity or police agency.

¹⁶ And/or with some other public entity or police agency.

¹⁷ And/or with some other public entity.

1 course of and within the scope of their employment with defendant City of San
2 Diego¹⁸, under and pursuant to their status and authority as the City Manager, the
3 Chief of Police, Assistant/Deputy Chiefs of Police, Commanders, Captains,
4 Lieutenants, Sergeants and other Supervisory peace officers (as described herein,
5 above and below) and were policy making and/or final policy making officials
6 with defendant City of San Diego¹⁹ via their status with and actions for the San
7 Diego Police Department and/or otherwise with defendant CITY²⁰.

8 27. Moreover, at all times complained of herein, defendants DOES 9 and
9 10 were acting pursuant to, or otherwise contributed to the creation and
10 maintenance of, the customs, policies, usages and practices of the San Diego
11 Police Department/City of San Diego²¹ of failing to properly train San Diego
12 Police Department police officers and other San Diego Police Department
13 officers, agents and employees about California laws on Private Property
14 Impounds of vehicles, about the laws regarding the towing vehicles from fire
15 lanes and from other places on private property, and about threatening persons
16 with arrest for asserting their federal and state constitutional rights and their
17 federal and state statutory rights²².

18 28. In addition to the above and foregoing, defendants S & S TOWING,
19 SEAN METCALF, SONYA METCALF, 51 STRATEGIES, L.L.C., BAYVIEW
20 HEIGHTS, MAAC BAYVIEW HEIGHTS and DOES 1 through 6, inclusive,
21 acted pursuant to a conspiracy, agreement and understanding and common plan
22 and scheme to deprive the plaintiffs BARCELO and ROBERTS of their federal
23
24

25 ¹⁸ And/or with some other public entity.

26 ¹⁹ And/or with some other public entity.

27 ²⁰ And/or with some other public entity.

28 ²¹ And/or with some other public entity.

²² Such as their right to demand the release of their vehicle that is being towed from private property but not yet off of the private property and in transit pursuant to Cal. Veh. Code § 22658(g)(1)(B).

1 and California state law Constitutional and statutory rights, as complained of
2 below in this action, and acted in joint and concerted action to so deprive plaintiffs
3 BARCELO and ROBERTS of those rights as complained of herein; all in
4 violation of 42 U.S.C. § 1983, and otherwise in violation of United States
5 (Constitutional and statutory) law.

6 29. Said conspiracy / agreement / understanding / plan / scheme / joint
7 action / concerted action, above referenced, was a proximate cause of the violation
8 of the plaintiffs BARCELO's and ROBERTS' federal and California state law
9 Constitutional and statutory rights as complained of herein.

10 **FIRST CAUSE OF ACTION**
11 **VIOLATION OF 42 U.S.C. § 1983**
12 **Violation of Fourth Amendment Rights**
13 **Unlawful/Unreasonable Seizure of Property**
14 **(AGAINST DEFENDANTS S & S TOWING, SEAN METCALF, SONYA**
15 **METCALF, 51 STRATEGIES L.L.C., BAYVIEW HEIGHTS, MAAC**
16 **BAYVIEW HEIGHTS and DOES 1 through 6, inclusive)**

17 30. Plaintiffs hereby reallege and incorporate by reference the allegations
18 set forth in paragraphs 1 through 29, inclusive, above, as if set forth in full herein.

19 31. On February 26, 2024, plaintiff BARCELO drove her car, a 2017
20 Hyundai Elantra²³ to the Hillside Views Apartments, located at 5446 Bayview
21 Heights Place, San Diego, California to pick up her children from a friend's
22 apartment.

23 32. Plaintiff BARCELO's 2017 Hyundai Elantra (hereinafter, "Hyundai"
24 or "car" or "plaintiffs' car" or "Hyundai Elantra") was registered to plaintiff
25 ROBERTS, who is plaintiff BARCELO's nephew.

26 33. Plaintiff BARCELO had been making payments on the 2017
27

28 ²³ Said vehicle bearing Vehicle Identification Number KMHD35LH2HU384029 and California
license plate number 8KKY404.

Hyundai Elantra for approximately six months and was in the process of purchasing the car from ROBERTS.

34. There were no guest spots for parking at the Hillside Views Apartments available for BARCELO to park her Hyundai Elantra sedan to go pick up her children, so plaintiff BARCELO parked her car approximately 15 feet away from her friend's apartment on the street next to the curb, leaving her hazard lights, on and went to and into her friend's apartment to get her children.

35. Within a few minutes, plaintiff BARCELO's friend had noticed that a tow truck driver(s), defendant DOE 1 and/or DOE 2, employed by defendant S & S TOWING²⁴, was in the process of towing plaintiff BARCELO's car and had her Hyundai Elantra coupled to the tow truck. Plaintiff BARCELO immediately ran outside and confronted said tow truck driver(s) and demanded the release of her car²⁵.

36. Thereafter, the tow truck driver, defendant(s) DOE 1 and/or DOE 2, handed plaintiff BARCELO defendant S & S TOWING's business card that had no address and only had a phone number shown on it to pick up her car that he intended to tow away.

37. During this time, the tow truck driver(s), DOE 1 and/or DOE 2, stopped towing plaintiff's car, the Hyundai, away, and was waiting for his/their dispatcher to tell him/them on what to do next.

38. Plaintiff BARCELO again demanded that defendant(s) tow truck driver(s) DOE 1 and/or DOE 2 release her Hyundai Elantra as it was on private property, and that California law required that defendant(s) DOE 1 and/or DOE 2

²⁴ That is owned by defendant 51 Strategies, L.L.C. and by SEAN METCALF and SONYA METCALF.

²⁵ As shown above, Cal. Veh. Code § 22658(g)(1)(B) provides: "(B) Upon the request of the owner of the vehicle or that owner's agent, the towing company or its driver shall immediately and unconditionally release a vehicle that is not yet removed from the private property and in transit."

1 unconditionally release her Hyundai Elantra to her²⁶.

2 39. Defendant tow truck driver(), defendant DOE 1 and/or DOE 2, once
3 again refused to release plaintiff BARCELO's car to her.

4 40. Thereafter, both plaintiff BARCELO and defendant tow truck
5 driver(s), DOE 1 and/or DOE 2, called the San Diego Police Department.

6 41. Thereafter, the tow truck driver(s), defendant DOE 1 and/or DOE 2,
7 told plaintiff BARCELO that her registration sticker on her license plate was
8 expired, something that defendant(s) DOE 1 and/or DOE 2 could not take her car
9 for as it was on private property, and was not something defendant(s) DOE 1
10 and/or DOE 2 was not authorized to enforce under California state law.

11 42. Plaintiff BARCELO then explained to defendant(s) DOE 1 and/or
12 DOE 2 that her car registration license plate stickers were stolen, and she had
13 already gone to the California Department of Motor Vehicles to get new stickers,
14 and that she was waiting for them to come in the mail, and that her vehicle was
15 current validly registered.

16 43. When the defendant San Diego Police Department police officers
17 DOES 5 and 6 arrived at the scene, they ignored plaintiff BARCELO and spoke
18 with defendant(s) DOE 1 and/or DOE 2.

19 44. Thereafter, defendants San Diego Police Department police officer(s)
20 DOES 5 and 6 told plaintiff BARCELO that because she was parked in a "fire
21 lane²⁷," that defendant(s) DOE 1 and/or DOE 2 could take her car and tow it
22 away; something untrue, as she had a right to demand the release of her car under
23 Cal. Veh. Code § 22658(g)(1)(B), and as plaintiffs' car was not parked in a fire

24
25
26 ²⁶ As shown above, Cal. Veh. Code § 22658(g)(1)(B) provides: "(B) Upon the request of the
27 owner of the vehicle or that owner's agent, the towing company or its driver shall immediately
28 and unconditionally release a vehicle that is not yet removed from the private property and in
transit."

²⁷ A merely painted red curb is not a legitimate or lawful "fire lane" under Cal. Veh. Code §
22500.1.

lane²⁸.

45. Plaintiff BARCELO verbally protested to DOES 5 and 6 that DOE 1 and/or DOE 2 had no right to tow her car away, and that he/they was/were stealing her car, and she demanded the release of her car, but BARCELO was ignored by DOES 5 and 6.

46. Plaintiff BARCELO then heard defendants DOE 5 and DOE 6 conspire with the tow truck driver(s), defendant(s) DOE 1 and/or DOE 2, to unlawfully tow away plaintiff BARCELO's car, and defendant police officers DOES 5 and 6²⁹ then told defendant(s) DOE 1 and/or DOE 2, to tow plaintiff BARCELO's car away, which defendant(s) DOE 1 and/or DOE 2 then did.

47. Thereafter, plaintiff BARCELO kept calling defendant S & S TOWING to retrieve her car, but S & S TOWING to answer her phone call and blocked plaintiff BARCELO's cellphone number.

48. Thereafter, plaintiff ROBERTS, who was the registered owner of the towed away 2017 Hyundai, was texting with a representative at defendant S & S TOWING³⁰; either defendants SEAN METCALF and/or SONYA METCALF and/or DOE 1 and/or DOE 2, and that person demanded identification from

²⁸ Cal. Veh. Code § 22500.1 provides:

In addition to Section 22500, no person shall stop, park, or leave standing any vehicle, whether attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or official traffic control device along the edge of any highway, at any curb, or in any location in a publicly or privately owned or operated off-street parking facility, designated as a fire lane by the fire department or fire district with jurisdiction over the area in which the place is located. The designation shall be indicated (1) by a sign posted immediately adjacent to, and visible from, the designated place clearly stating in letters not less than one inch in height that the place is a fire lane, (2) by outlining or painting the place in red and, in contrasting color, marking the place with the words "FIRE LANE", which are clearly visible from a vehicle, or (3) by a red curb or red paint on the edge of the roadway upon which is clearly marked the words "FIRE LANE".

²⁹ Defendants DOE 4 and/or DOE 5 and/or DOE 6

³⁰ Because defendants at S & S Towing, defendants SEAN METCALF and/or SONYA METCALF and/or DOE 1 and/or DOE 2 had blocked plaintiff BARCELO's phone number.

1 plaintiff ROBERTS be sent via text message, and plaintiff ROBERTS did not feel
2 comfortable in doing so, fearful that he would be scammed by giving his personal
3 identifying information to a stranger via a text message.

4 49. Thereafter, during said text message exchange with a representative
5 at defendant S & S TOWING, either defendants SEAN METCALF and/or
6 SONYA METCALF and/or DOE 1 and/or DOE 2, whoever plaintiff ROBERTS
7 was texting would not tell him how much it would cost to get his car out of
8 impound, would not reveal the location of the tow yard of defendant S & S
9 TOWING and would not tell plaintiff ROBERTS where his car was being
10 impounded / stored.

11 50. Thereafter, plaintiffs' counsel, Jerry L. Steering, did extensive
12 internet searches for and about S & S TOWING and learned that defendants
13 SEAN METCALF and SONYA METCALF were the principals and owners of
14 S & S TOWING and were the Managers, the Managing Members, the owners and
15 the alter egos of 51 STRATEGIES L.L.C.

16 51. Plaintiff's counsel, Jerry L. Steering was also able to find a telephone
17 number for defendant SEAN METCALF, and on or about March 4, 2024 spoke
18 with SEAN METCALF by phone.

19 52. During that March 4, 2024 discussion, Mr. Steering told SEAN
20 METCALF that plaintiffs' car had been illegally towed by S & S TOWING³¹, and
21 demanded to know where plaintiffs' vehicle was being stored, and demanded the
22 return of plaintiffs' 2017 Hyundai sedan or plaintiff would sue defendant SEAN
23 METCALF and his company(ies) for the felonious and tortious taking and
24 keeping plaintiffs' car.

25 53. During Mr. Steering's internet search for and about defendant SEAN
26 METCALF he learned that defendant SEAN METCALF was a criminal, that he

27
28 ³¹ And why it was an illegal tow.

1 “steals” car using his towing company as a vehicle to “steal” vehicles by illegally
2 towing vehicles and by refusing to return or release them to the owners of the
3 vehicles, and then selling them off.

4 54. During Mr. Steering’s internet search for and about defendant SEAN
5 METCALF, and learned that defendant SEAN METCALF and his front company
6 S & S TOWING did not have a tow yard to tow vehicles to, and that defendant
7 SEAN METCALF, his wife defendant SONYA METCALF and their companies
8 were a nationwide group of scam companies to advance various criminal schemes
9 across the United States of America.

10 55. Thereafter, plaintiffs BARCELO and ROBERTS never saw their
11 Hyundai again.

12 56. Moreover, during that discussion between Mr. Steering and
13 defendant SEAN METCALF, defendant SEAN METCALF told Mr. Steering that
14 he would not reveal the location of plaintiffs’ car and that he would not return or
15 release plaintiffs car to plaintiffs.

16 57. In addition to the above and foregoing, as shown above, defendants
17 MAAC BAYVIEW HEIGHTS and/or DOE 3 and/or DOE 4 who are the property
18 management persons or entities for the Hillside Views Apartments
19 authorized/contracted with and/or directed defendant S & S TOWING to tow cars
20 from the Hillside Views Apartments pursuant to a General Authorization to patrol
21 the Hillside Views Apartments, and to tow any vehicles parked next to any red
22 curb in said apartment complex, including red curbs that were not fire lanes,
23 notwithstanding that a curb merely painted red is not a fire lane under California
24 state law.

25 58. Accordingly, defendants S & S TOWING and DOE 1 and/or DOE 2
26 and DOES 4 through 6, inclusive were acting under the color of state law, as they
27 were acting in joint, concerted and conspiratorial action with defendants DOE 4
28 and/or DOE 5 and/or DOE 6 to deprive plaintiffs BARCELO and ROBERTS of

1 their property (i.e. their vehicle); in violation of plaintiffs' right not to be
2 subjected to an unlawful and unreasonable seizure of their property under the
3 Fourth Amendment to the United States Constitution.

4 59. Said actions by S & S TOWING, SEAN METCALF, SONYA
5 METCALF, and DOES 1 and 2, DOES 3 and 4 and DOES 5 and 6 constituted a
6 violation of Cal. Penal Code § 487(d)(auto theft, a felony) and of violation of Cal.
7 Veh. Code § 10851 (taking vehicle without consent, a felony) and a violation of
8 Cal. Veh. Code § 22658, by said defendants.

9 60. Defendants S & S TOWING, SEAN METCALF, SONYA
10 METCALF ultimately auctioned off plaintiffs' Hyundai Elantra at a lien sale and
11 plaintiffs BARCELO and ROBERTS do not know who owns their Hyundai
12 Elantra or where it is located.

13 61. Defendants DOE 1 and/or DOE 2, SEAN METCALF and SONYA
14 METCALF were acting pursuant to actual policies of defendants S & S
15 TOWING, BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS and DOES 3
16 through 7, inclusive, to unlawfully Patrol Tow vehicles from red curbs in the
17 apartment complex, and to call the police to get them to help them to allow
18 defendants to unlawfully tow vehicles away from the apartment complexes to
19 facilitate felony auto theft³² and felony extortion³³.

20 62. Said defendants DOE 1 and 2, SEAN METCALF, SONYA
21 METCALF, S & S TOWING, BAYVIEW HEIGHTS, MAAC BAYVIEW
22 HEIGHTS and DOES 3 and 4, and defendants 5 and 6, are all liable to the
23 plaintiffs BARCELO and ROBERTS for the loss of their personal property and
24 for the other constitutional torts committed against them, above described.

25
26
27 ³² Cal. Penal Code § 487(d) (grand theft auto) and Cal. Veh Code § 10851 (taking vehicle
without consent).

28 ³³ Cal. Penal Code § 518/519 (for demanding money in exchange of the release of the vehicle to
its owner / owner's agent).

63. As a direct and proximate result of the actions of said defendants complained of herein, plaintiffs were: 1) substantially, mentally and emotionally injured, and suffered great mental and emotional injury, distress and suffering; 2) incurred attorney's fees and associated litigation and other related costs, and 3) incurred other special and general damages and expenses, including the loss of their vehicle and their personal property, the 2017 Hyundai Elantra, in an amount to be proven at trial, in excess of \$3,000,000.00.

64. The actions by said defendants were committed maliciously, oppressively and in reckless disregard of plaintiffs' constitutional rights, sufficient for an award of punitive/exemplary damages against all defendants and each of them, save defendant CITY, in an amount to be proven at trial, in excess of \$3,000,000.00.

SECOND CAUSE OF ACTION
VIOLATION OF 42 U.S.C. § 1983
Violation of First Amendment Rights
Freedom of Speech / Right to Petition Government for Redress of Grievances
(By Plaintiffs BARCELO and ROBERTS Against Defendants DOES 5 and 6)

65. Plaintiff BARCELO hereby realleges and incorporates by reference the allegations set forth in paragraphs 1 through 64, inclusive, above, as though set forth in full herein.

66. On February 26, 2024, in response to and in retaliation for plaintiff BARCELO verbally protesting defendants DOES 5 and 6's statements to her that defendants DOES 1 and 2 had the right to tow her Hyundai Elantra away and defendants DOES 5 and 6's refusal to tell defendants DOES 1 and 2 to release plaintiffs' Hyundai Elantra to her, defendants DOES 5 and 6 told plaintiff to move away from her Hyundai Elantra under implied threat of arrest, prevented plaintiff BARCELO from getting her personal property out of her Hyundai Elantra, resulting in her ultimately losing those items of personal property, and told DOES 1 and 2 to tow plaintiffs' Hyundai Elantra away.

1 67. Those adverse actions by defendants DOES 5 and 6 taken against
2 plaintiff BARCELO, above-described, would chill a person of ordinary firmness
3 from continuing to engage in plaintiff's protected activity; her verbal protest of
4 and verbal challenge to the actions that defendants DOES 5 and 6 perpetrated
5 against her.

6 68. Plaintiff BARCELO's protected activity (verbal protest of having her
7 car stolen and challenge to the officer's direction to the tow truck driver to take
8 plaintiffs' car away) was a substantial or motivating factor in the decision of
9 defendants DOES 5 and 6 refusal to tell defendants DOES 1 and 2 to release
10 plaintiffs' Hyundai Elantra to her, to tell plaintiff to move away from her Hyundai
11 Elantra under implied threat of arrest, and to prevent plaintiff BARCELO from
12 getting her personal property out of her Hyundai Elantra, and to tell DOES 1 and 2
13 to tow plaintiffs' Hyundai Elantra away.

14 69. The actions of defendants constituted a violation of plaintiff
15 BARCELO's First Amendment Freedom of Speech / Right to Petition
16 Government for Redress of Grievances, and due to plaintiff BARCELO's exercise
17 of her First Amendment right on her and on ROBERT's behalf, defendants DOES
18 5 and 6 took those adverse actions against plaintiffs complained of above and
19 below, including telling defendants DOES 1 and 2 to tow plaintiffs' Hyundai
20 Elantra away, telling plaintiff to move away from her Hyundai Elantra under
21 implied threat of arrest, and preventing plaintiff BARCELO from getting her
22 personal property out of her Hyundai Elantra, and to tell DOES 1 and 2 to tow
23 plaintiffs' Hyundai Elantra away.

24 70. As a direct and proximate result of the actions of said defendants
25 complained of herein, plaintiffs were: 1) substantially, mentally and emotionally
26 injured, and suffered great mental and emotional injury, distress and suffering; 2)
27 incurred attorney's fees and associated litigation and other related costs, and 3)
28 incurred other special and general damages and expenses, including the loss of

1 their vehicle and their personal property, all in an amount to be proven at trial, in
2 excess of \$3,000,000.00.

3 71. The actions by said defendants were committed maliciously,
4 oppressively and in reckless disregard of plaintiffs' constitutional rights, sufficient
5 for an award of punitive/exemplary damages against all defendants and each of
6 them, save defendant CITY in an amount to be proven at trial, in excess of
7 \$3,000,000.00.

8 **THIRD CAUSE OF ACTION**
9 **VIOLATION OF 42 U.S.C. § 1983**

10 **Claim Against Local Governing Body and Private Party Employing DOE**
11 **Defendants Based on Policy of Failure to Train / Policy, Custom and Practice**
12 **(By Plaintiffs Against Defendants CITY, S & S TOWING, SEAN**
13 **METCALF, SONYA METCALF, 51 STRATEGIES L.L.C., BAYVIEW**
14 **HEIGHTS, MAAC BAYVIEW HEIGHTS & DOES 7 through 10, inclusive)**

15 72. Plaintiffs hereby reallege and incorporate by reference the allegations
16 set forth in paragraphs 1 through 71, inclusive, above, as if set forth in full herein.

17 73. As shown above, on February 26, 2024 when defendants DOES 1
18 and 2, and DOES 3 and 4 deprived plaintiffs of their particular rights under the
19 United States Constitution, they were acting under the color of state law with
20 DOES 5 and 6, as they were acting pursuant to joint, concerted and conspiratorial
21 action in a joint effort to deprive the plaintiffs of their federal constitutional rights,
22 as described above.

23 74. As shown above, the training policies of defendants CITY³⁴ and
24 DOES 7 through 10, inclusive, were not adequate to train their police officers and
25 other sworn peace officer personnel employed by CITY³⁵ to handle the usual and
26 recurring situations with which they must deal with as sworn peace officers, to
27 wit; 1) by failing to properly and adequately train San Diego Police Department

28 ³⁴ and/or some other public entity.

³⁵ and/or some other public entity.

1 police officers³⁶ about California Private Property Impound towing laws, such as
2 on Cal. Veh. Code § 22658(l)³⁷ and Cal. Veh. Code § 22658(g)(1)(B) and (C)³⁸,
3 and 2) by failing to train its police officers and supervisors that a curb merely
4 painted red is not a Fire Lane under California state law unless there is stenciling
5 on the red curb that states FIRE LANE or that there is a sign next to the red
6 painted curb that states FIRE LANE³⁹, and 3) by failing to train its police officers
7 and other officers, agents and employees that if the owner of a vehicle that is
8 wrongfully parked and subject to being towed pursuant to a Private Property
9 Impound, returns to the scene of the tow and demands the release of the vehicle
10 before the vehicle is off of the private property and in transit, that the towing
11 company must immediately and unconditionally release the vehicle to the owner of
12 the vehicle or the owner's agent.

13 75. Accordingly, the failure of CITY⁴⁰ and DOES 7 through 10,
14 inclusive, to properly train its police officers regarding the laws involved in
15 Private Property Impounds, was a proximate cause of the constitutional violations
16 committed by defendants DOES 1 through 6 complained of above and below.

17
18
19 ³⁶ and/or police officers employed by some other public entity.

20 ³⁷ In particular that it is unlawful for a towing company to tow vehicles from private property
21 pursuant to a General Authorization in the absence of the owner of the private property or the
22 owner's agent to be present at the scene of the towing of a vehicle from private property and to
23 sign for the towing of a vehicle from said private property, save a situation when the vehicle is
24 either blocking traffic on the private property or is parked in a fire lane on any such private
25 property.

26 ³⁸ Cal. Veh. Code § 22658 (g) (1) (A) provides: "Possession of a vehicle under this section shall
27 be deemed to arise when a vehicle is removed from private property and is in transit.

28 (B) Upon the request of the owner of the vehicle or that owner's agent, the towing company or
its driver shall immediately and unconditionally release a vehicle that is not yet removed from
the private property and in transit.

(C) A person failing to comply with subparagraph (B) is guilty of a misdemeanor.

³⁹ See, Cal. Veh. Code § 22500.1, and also, that the Fire Marshall has designated that curb as a
Fire Lane.

⁴⁰ and/or some other public entity.

1 76. Moreover, as set forth above, defendants BAYVIEW HEIGHTS,
2 MAAC BAYVIEW HEIGHTS and their agents and employees DOE 3 and/or
3 DOE 4 who are the property management persons or entities for the Hillside
4 Views Apartments, authorized/contracted with and/or directed defendant S & S
5 TOWING to tow cars from the Hillside Views Apartments pursuant to a General
6 Authorization to Patrol Tow from the Hillside Views Apartments, and to Patrol
7 Tow⁴¹ any vehicles parked next to any red curb in said apartment complexes⁴²,
8 including red curbs that were not fire lanes, notwithstanding that a curb merely
9 painted red is not a fire lane under California state law.

10 77. Accordingly, defendants BAYVIEW HEIGHTS, MAAC BAYVIEW
11 HEIGHTS and DOES 3 and DOES 4 engaged in a criminal conspiracy to tow
12 vehicles from the Hillside Views Apartments in violation of California state law,
13
14

15 ⁴¹ “Patrol Towing” being having a towing company patrol private property pursuant to a
16 General Authorization Contract, such as an apartment complex or a business property such as a
17 shopping center, and if the towing company notices any cars parked in a manner that arguably
18 might justify it being towed from the private property, such as the vehicle being parked in a fire
19 lane or obstructing traffic, to tow the spotted vehicle away from the private property without the
20 owner of the private property or its/their agent being present at the scene of the tow, and so long
21 as the owner of the private property or its/their agent signing for the tow at the scene of the tow
22 at the time of the tow. “Patrol Towing” also includes having a towing company patrol private
23 property pursuant to a General Authorization Contract, such as an apartment complex or a
24 business property such as a shopping center, and if the towing company notices any cars parked
25 in a manner that arguably might justify it being towed from the private property, such as a
26 vehicle being parked in a space not designated for that vehicle, or otherwise improperly parked
27 at the private property, to tow the vehicle away without the owner of the private property or
28 its/their agent being present at the scene of the tow, and so long as the owner of the private
property or its/their agent signing for the tow at the scene of the tow at the time of the tow; a
violation of Cal. Penal Code § 487(d) (grand theft auto) and Cal. Veh Code § 10851 (taking
vehicle without consent), and when demanding a towing and other fees for the release of the
vehicle to its owner or its owner’s agent, extorting the vehicle’s owner or the vehicle’s owner’s
agent, in Cal. Veh Code § 518/519.

⁴² And to Patrol Tow vehicles from those contracted apartment complexes for any other reason
that would justify towing any such vehicles so long as the owner of the private property or
its/their agent was present at the scene of the tow, and so long as the owner of the private
property or its/their agent signed for the tow at the scene of the tow at the time of the tow.

1 and that criminal conspiracy was made and the object of that conspiracy was
2 carried out pursuant to the policies, customs and practices of defendants
3 BAYVIEW HEIGHTS and MAAC BAYVIEW HEIGHTS.

4 78. Moreover, when defendants DOES 1 and 2 coupled plaintiffs'
5 vehicle to their tow truck owned by defendants S & S TOWING, SEAN
6 METCALF and SONYA METCALF, and when they towed plaintiffs' vehicle
7 from private property without legal justification for doing so, and by DOES 1 and
8 2 calling the San Diego Police Department to assist them in towing the plaintiffs'
9 vehicle away or otherwise stealing their car, in defendants S & S TOWING,
10 SEAN METCALF, and SONYA METCALF refusing to communicate (either by
11 telephone or text message) with either plaintiffs BARCELO or ROBERTS about
12 releasing their vehicle after stealing the same, in defendants S & S TOWING,
13 SEAN METCALF and SONYA METCALF refusing to inform the vehicle owners
14 (the plaintiffs) of the towing of their vehicle and impound fees, and in defendants
15 S & S TOWING, SEAN METCALF, and SONYA METCALF refusing to tell
16 vehicle owners where they could retrieve their vehicle, they were acting pursuant
17 to the policies, customs and practices of defendants S & S TOWING, SEAN
18 METCALF and SONYA METCALF, inclusive, to do exactly those things during
19 their duty shifts.

20 79. DOES 1 and 2 were in fact trained by defendants S & S TOWING,
21 SEAN METCALF and SONYA METCALF to: 1) tow vehicles from red curbs at
22 apartment complexes that were not properly designated as fire lanes; 2) refuse to
23 release vehicles to the vehicle owners and their agents who were demanding that S
24 & S TOWING tow truck drivers release their vehicles to them and nonetheless
25 continue to tow their vehicles away after the vehicle was coupled to the tow truck
26 but was still on the private property and was not yet in transit, 3) to call the San
27 Diego Police Department if the vehicle owner interfered with them unlawfully
28 performing private property impounds of vehicles, and to have the police officers

1 assist them in towing a private vehicle from private property in violation of Cal.
2 Veh. Code § 22658 and 4) in charging towing fees and associated costs to vehicle
3 owners and/or their agents when the vehicles were unlawfully towed away to their
4 towing yard, said demands for money for the towing of the vehicle and for other
5 fees constituting extortion under California state law.

6 80. Defendants CITY and DOES 7 through 10, inclusive, and defendants
7 S & S TOWING, SEAN METCALF, and SONYA METCALF, and BAYVIEW
8 HEIGHTS and MAAC BAYVIEW HEIGHTS were deliberately indifferent to the
9 obvious consequences of their failure to train their police officers and other sworn
10 peace officers, and their tow truck drivers and other towing company, and their
11 property managers about Private Property Impounds, as explained above.

12 81. The failure of defendants CITY and DOES 7 through 10, inclusive,
13 defendants S & S TOWING, SEAN METCALF and SONYA METCALF, and
14 defendants BAYVIEW HEIGHTS and MAAC BAYVIEW HEIGHTS to provide
15 adequate training on Private Property Impounds caused the deprivation of
16 plaintiffs' rights by the defendants CITY⁴³, S & S TOWING, SEAN METCALF,
17 SONYA METCALF and DOES 1 through 6, inclusive; that is, the defendants'
18 failure to train their agents and employees was so closely related to the
19 deprivation of plaintiffs' rights as to be the moving force that caused the ultimate
20 injuries to the plaintiffs.

21 82. As a direct and proximate result of the actions of said defendants
22 complained of herein, plaintiffs were: 1) substantially, mentally and emotionally
23 injured, and suffered great mental and emotional injury, distress and suffering; 2)
24 incurred attorney's fees and associated litigation and other related costs, and 3)
25 incurred other special and general damages and expenses, including the loss of
26 their vehicle and their personal property, in an amount to be proven at trial, in

27
28 ⁴³ and/or some other public entity.

1 excess of \$3,000,000.00 for each plaintiff.

2 83. The actions by said defendants were committed maliciously,
3 oppressively and in reckless disregard of plaintiffs' constitutional rights, sufficient
4 for an award of punitive/exemplary damages against all defendants and each of
5 them, save defendant CITY in an amount to be proven at trial, in excess of
6 \$3,000,000.00.

7
8 **FOURTH CAUSE OF ACTION**
9 **CONVERSION / TRESPASS TO CHATTELS**
10 **UNDER CALIFORNIA STATE LAW**
11 **(February 26, 2024 Incident)**
12 **(By Plaintiffs Against all Defendants)**

13 84. Plaintiffs hereby reallege and incorporate by reference the
14 allegations set forth in paragraphs 1 through 83, inclusive, above, as though set
15 forth in full herein.

16 85. On February 26, 2024 plaintiffs BARCELO and ROBERTS owned
17 and possessed the 2017 Hyundai automobile identified herein above and at all
18 times complained of herein.

19 86. Defendants BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS
20 and DOE 3 and/or DOE 4 had an official policy, custom and practice, and had a
21 written contract and/or General Authorization and/or an Agreement with
22 defendants S & S TOWING, SEAN METCALF and SONYA METCALF to
23 Patrol Tow⁴⁴ the Hillside Views Apartments, that included unlawfully towing

24 ⁴⁴ "Patrol Towing" being having a towing company patrol private property pursuant to a
25 General Authorization Contract, such as an apartment complex or a business property such as a
26 shopping center, and if the towing company notices any cars parked in a manner that arguably
27 might justify it being towed from the private property, such as the vehicle being parked in a fire
28 lane or obstructing traffic, to tow the spotted vehicle away from the private property without the
owner of the private property or its/their agent being present at the scene of the tow, and so long
as the owner of the private property or its/their agent signing for the tow at the scene of the tow
at the time of the tow. "Patrol Towing" also includes having a towing company patrol private

1 vehicles away from that apartment complex (where the subject incident took
2 place) that were parked next to red curbs that were not fire lanes, and without the
3 apartment complex's owner(s) or their agents being present at the scene of the
4 towing of the vehicle, and without their employees/agents/property managers and
5 signing the authorization to tow such vehicles at the time of and at the scene of the
6 tow; all in violation of Cal. Veh. Code § 22658(l).

7 87. Moreover defendants S & S TOWING, SEAN METCALF, and
8 SONYA METCALF had its tow truck drivers such as DOES 1 and 2 not only
9 unlawfully tow vehicles away from their apartment complex (where the subject
10 incident took place) that were parked next to red curbs that were not fire lanes,
11 and without the apartment complex's owner(s) or their agents being present at the
12 scene of the towing of the vehicle and without their agents / employees / agents /
13 property managers being present at the scene of the tow, and signing the
14 authorizing the towing of such vehicles at the scene of the tow and at the time of
15 the tow, but also to refused to release vehicles that were coupled to S & S
16 TOWING tow trucks when the owner or the agent of the owner of the vehicle
17 demanded that the vehicle be released to them before the vehicle was off of the
18 private property and in transit.

19 88. Said defendants DOES 1 through 6, inclusive, S & S TOWING,
20

21
22
23 property pursuant to a General Authorization Contract, such as an apartment complex or a
24 business property such as a shopping center, and if the towing company notices any cars parked
25 in a manner that arguably might justify it being towed from the private property, such as a
26 vehicle being parked in a space not designated for that vehicle, or otherwise improperly parked
27 at the private property, to tow the vehicle away without the owner of the private property or
28 its/their agent being present at the scene of the tow, and so long as the owner of the private
property or its/their agent signing for the tow at the scene of the tow at the time of the tow; a
violation of Cal. Penal Code § 487(d) (grand theft auto) and Cal. Veh Code § 10851 (taking
vehicle without consent), and when demanding a towing and other fees for the release of the
vehicle to its owner or its owner's agent, extorting the vehicle's owner or the vehicle's owner's
agent, in Cal. Veh Code § 518/519.

FIRST AMENDED COMPLAINT FOR DAMAGES

1 SEAN METCALF, SONYA METCALF, BAYVIEW HEIGHTS, MAAC
2 BAYVIEW HEIGHTS, intentionally and substantially interfered with plaintiffs'
3 use of their property by taking possession of their vehicle during the February 26,
4 2024 incident complained of in this action and did so in violation of Cal. Veh
5 Code § 22658 and also in violation of Cal. Penal Code §§ 487(d) and 518/519 and
6 Cal. Veh Code § 10851.

7 89. Plaintiffs did not consent to said defendants', and each of them,
8 taking of their vehicle and their items of personal property.

9 90. Plaintiffs were actually harmed by the taking of their vehicle and of
10 their personal property, and such taking of their property constituted a Conversion
11 of plaintiffs' property and a Trespass to Chattels of the plaintiff's property.

12 91. Said defendants' conduct, and each of them, was a substantial factor
13 in causing plaintiffs' harm. Moreover, defendants CITY and DOES 5 though 10,
14 inclusive, are liable to plaintiffs pursuant to Cal. Gov't Code §§ 815.2(a) and 820.

15 92. As a direct and proximate result of the actions of said defendants
16 complained of herein, plaintiffs were: 1) substantially, mentally and emotionally
17 injured, and suffered great mental and emotional injury, distress and suffering; 2)
18 incurred attorney's fees and associated litigation and other related costs, and 3)
19 incurred other special and general damages and expenses, including the loss of
20 their vehicle and their items of personal property, in an amount to be proven at
21 trial, in excess of \$3,000,000.00 for each plaintiff.

22 93. The actions by said defendants were committed maliciously,
23 oppressively and in reckless disregard of plaintiffs' constitutional rights, sufficient
24 for an award of punitive / exemplary damages against all defendants and each of
25 them, save defendant CITY, in an amount to be proven at trial, in excess of
26 \$3,000,000.00 for each plaintiff against each defendant.

27 **FIFTH CAUSE OF ACTION**

28 **Negligence**

Under California State Law

FIRST AMENDED COMPLAINT FOR DAMAGES

(February 26, 2024 Incident)
(By Plaintiffs Against all Defendants)

94. Plaintiffs hereby reallege and incorporate by reference the allegations set forth in paragraphs 1 through 93, inclusive, above, as if set forth in full herein.

95. Defendants S & S TOWING, 51 STRATEGIES L.L.C., SEAN METCALF, SONYA METCALF, BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS and DOES 1 through 4, inclusive, owed plaintiffs BARCELO and ROBERTS a duty of care to ensure that any vehicles towed from the Hillside Views Apartments be done in accordance with California state law, including Cal. Veh Code § 22658.

96. Defendants BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS and DOES 3 and 4, owed plaintiff BARCELO, at the Hillside Views Apartments, a duty of care to ensure that the towing company that it contracted with to patrol and to perform private property impounds at the Hillside Views Apartments was a legitimate company that did not engage in criminal violations in performing private property impounds, unlike S & S TOWING, a notorious criminal enterprise.

97. Defendants BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS and DOES 3 and 4, owed plaintiffs BARCELO and ROBERTS a duty of care to ensure that the towing company that it contracted with to patrol and to perform Private Property Impounds at the Hillside Views Apartments that performed private property impounds would not patrol tow⁴⁵ vehicles from the Hillside Views Apartments without DOES 3 and/or 4 or some other authorized agent from BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS being present at the scene of any such towing of vehicles that were unlawfully or wrongfully parked at the

⁴⁵ That is without the property owner or the property owner's agent present at the scene of the tow and to sign for the tow at the scene of the tow.

Hillside Views Point Apartments, and sign for the towing of vehicles pursuant to a private property impound at the scene of the tow and at the time of the tow, save any private property impounds done on vehicles that were either parked in a Fire Lane or were blocking traffic.

98. Defendants BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS and DOES 3 and 4, owed plaintiffs BARCELO and ROBERTS a duty of care to ensure that the towing company that it contracted with to patrol tow⁴⁶ and to perform private property impounds at the Hillside Views Apartments that performed private property impounds would not tow vehicles from the Hillside Views Apartments that were parked next to curbs that were painted red, unless the red painted curb had painted on it the words “Fire Lane”, or that had a sign next to the red painted curb that showed the words “Fire Lane”.

99. Defendants BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS and DOES 3 and 4, owed plaintiffs BARCELO and ROBERTS a duty of care to ensure that the towing company that it contracted with to patrol tow⁴⁷ and to perform private property impounds at the Hillside Views Apartments that performed private property impounds would release vehicles to the owner of the vehicle or the owner’s agent if the owner or the owner’s agent arrived at the scene of the vehicle that was being lawfully towed, and before the vehicle was off of the private property and in transit, demanded that the vehicle be released to them.

100. Defendants BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS and DOES 3 and 4, breached their duty of care that it owed plaintiff BARCELO pursuant to Cal. Civil Code § 1714 and pursuant to the common law, by hiring what said defendants should have known was basically an ongoing criminal

⁴⁶ That is without the property owner or the property owner’s agent present at the scene of the tow and to sign for the tow at the scene of the tow.

⁴⁷ That is without the property owner or the property owner’s agent present at the scene of the tow and to sign for the tow at the scene of the tow.

1 enterprise auto-theft and extortion company, S & S TOWING, to patrol tow⁴⁸
2 from the Hillside Views Point Apartments.

3 101. Defendants BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS
4 and DOES 3 and 4, breached their duty of care that it owed plaintiffs BARCELO
5 and ROBERTS pursuant to Cal. Civil Code § 1714 and pursuant to the common
6 law, by contracting with S & S TOWING to patrol tow⁴⁹ from the Hillside Views
7 Apartments and to tow vehicles from the Hillside Views Apartments without
8 DOES 3 and/or 4 or some other authorized agent from BAYVIEW HEIGHTS,
9 MAAC BAYVIEW HEIGHTS being present at the scene of any such towing of
10 vehicles that were unlawfully or wrongfully parked at the Hillside Views
11 Apartments, and without DOES 3 and/or 4 or some other authorized agent from
12 BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS signing for the towing of
13 vehicles pursuant to a private property impound at the scene of the tow and at the
14 time of the tow, save any private property impounds done on vehicles that were
15 either parked in a Fire Lane or were blocking traffic.

16 102. Defendants BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS
17 and DOES 3 and 4, breached their duty of care that it owed plaintiffs BARCELO
18 and ROBERTS pursuant to Cal. Civil Code § 1714 and pursuant to the common
19 law, by contracting with S & S TOWING to patrol tow from the Hillside Views
20 Apartments and to tow vehicles from the Hillside Views Apartments that were
21 parked next to curbs that were painted red without the red painted curb have
22 painted on it the words “Fire Lane”, or without a sign next to the red painted curb
23 that showed the words “Fire Lane”.

24 103. Defendants BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS

25
26
27 ⁴⁸ That is without the property owner or the property owner’s agent present at the scene of the
tow and to sign for the tow at the scene of the tow.

28 ⁴⁹ That is without the property owner or the property owner’s agent present at the scene of the
tow and to sign for the tow at the scene of the tow.

1 and DOES 3 and 4, breached their duty of care that it owed plaintiffs BARCELO
2 and ROBERTS pursuant to Cal. Civil Code § 1714 and pursuant to the common
3 law, lawful tenants at the Hillside Views Apartments a duty of care to ensure that
4 the towing company that it contracted with to patrol and to perform Private
5 Property Impounds at the Hillside Views Apartments that performed Private
6 Property Impounds would release vehicles to the owner of the vehicle or the
7 owner's agent if the owner or the owner's agent arrived at the scene of the vehicle
8 that was being lawfully towed, and before the vehicle was off of the private
9 property and in transit, demanded that the vehicle be released to them.

10 104. In addition, defendants DOES 1 and 2, and defendants S & S
11 TOWING, SEAN METCALF, SONYA METCALF owed plaintiffs BARCELO
12 and ROBERTS a duty of care pursuant to Cal. Civil Code § 1714 and pursuant to
13 the common law, to not patrol tow⁵⁰ vehicles from the Hillside Views Apartments
14 that were parked at the Hillside Views Apartments next to curbs that were painted
15 red but did not have painted on that red painted curb the words "Fire Lane", or
16 without a sign next to the red painted curb that showed the words "Fire Lane".

17 105. On February 26, 2024 defendants DOES 1 and 2, on behalf of
18 defendants S & S TOWING, SEAN METCALF and SONYA METCALF and on
19 behalf of defendants BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS,
20 breached its duty of care owed to plaintiffs BARCELO and ROBERTS pursuant
21 to Cal. Civil Code § 1714 and pursuant to the common law, by towing
22 BARCELO's and ROBERTS' vehicle that was parked next to a red painted curb
23 that did not have lettering on it showing the words "Fire Lane" and that did not
24 have a sign next to it that showed the words "Fire Lane".

25 106. In addition on February 26, 2024 defendants DOES 1 and 2, on
26

27
28 ⁵⁰ That is without the property owner or the property owner's agent present at the scene of the
tow and to sign for the tow at the scene of the tow.

1 behalf of defendants S & S TOWING, SEAN METCALF and SONYA
2 METCALF and on behalf of defendants BAYVIEW HEIGHTS, MAAC
3 BAYVIEW HEIGHTS, breached its duty of care owed to plaintiffs BARCELO
4 and ROBERTS pursuant to Cal. Civil Code § 1714 and pursuant to the common
5 law, by towing plaintiffs' vehicle that was despite plaintiff BARCELO parked
6 next to a red painted curb that did not have lettering on it showing the words "Fire
7 Lane" and that did not have a sign next to it that showed the words "Fire Lane".

8 107. Moreover, defendant CITY⁵¹ and DOES 7 through 10, inclusive,
9 owed the public, including plaintiffs' to train its police officers and other
10 employees and agents on the laws regarding Private Property Impounds,
11 including: 1) by failing to properly and adequately train San Diego Police
12 Department police officers⁵² about California Private Property Impound towing
13 laws, such as on Cal. Veh. Code § 22658(l)⁵³ and Cal. Veh. Code §
14 22658(g)(1)(B) and (C)⁵⁴, and 2) by failing to train its police officers and
15 supervisors that a curb merely painted red is not a Fire Lane under California state
16 law unless there is stenciling on the red curb that states FIRE LANE or that there

17
18
19
20
21 ⁵¹ Or some other public entity.

22 ⁵² and/or police officers employed by some other public entity.

23 ⁵³ In particular that it is unlawful for a towing company to tow vehicles from private property
24 pursuant to a General Authorization in the absence of the owner of the private property or the
25 owner's agent to be present at the scene of the towing of a vehicle from private property and to
26 sign for the towing of a vehicle from said private property, save a situation when the vehicle is
27 either blocking traffic on the private property or is parked in a fire lane on any such private
28 property.

⁵⁴ Cal. Veh. Code § 22658 (g) (1) (A) provides: "Possession of a vehicle under this section shall
be deemed to arise when a vehicle is removed from private property and is in transit.

(B) Upon the request of the owner of the vehicle or that owner's agent, the towing company or
its driver shall immediately and unconditionally release a vehicle that is not yet removed from
the private property and in transit.

(C) A person failing to comply with subparagraph (B) is guilty of a misdemeanor.

1 is a sign next to the red painted curb that states FIRE LANE⁵⁵ and , and 3) by
2 failing to train its police officers and other officers, agents and employees that if
3 the owner of a vehicle that is wrongfully parked and subject to being towed
4 pursuant to a Private Property Impound, returns to the scene of the tow and
5 demands the release of the vehicle before the vehicle is off of the private property
6 and in transit, that the towing company must immediately and unconditionally
7 release the vehicle to the owner of the vehicle or the owner's agent.

8 108. Accordingly due to this lack of training of San Diego Police
9 Department police officers and other officers, agents and employees, cause DOES
10 5 and 6 to direct DOES 1 and 2 to tow plaintiffs' vehicle away from the scene of
11 the February 26, 2024 tow of their vehicle complained of herein, and threatened
12 plaintiff BARCELO with arrest for failure to interfere with the towing of
13 plaintiffs' vehicle on that day.

14 109. As a direct and proximate result of the actions of said defendants
15 complained of herein, plaintiffs were: 1) substantially, mentally and emotionally
16 injured, and suffered great mental and emotional injury, distress and suffering; 2)
17 incurred attorney's fees and associated litigation and other related costs, and 3)
18 incurred other special and general damages and expenses, including the loss of
19 their vehicle, in an amount to be proven at trial, in excess of \$3,000,000.00 for
20 each plaintiff.

21 110. As shown above, said defendants breached their duty of care to
22 plaintiffs BARCELO and ROBERTS when they unlawfully seized plaintiffs'
23 vehicle. Moreover, defendants are liable to plaintiffs pursuant to Cal. Civil Code §
24 1714.

25 111. As a direct and proximate result of the actions of said defendants
26 _____
27

28 ⁵⁵ See, Cal. Veh. Code § 22500.1, and also, that the Fire Marshall has designated that curb as a
Fire Lane.

1 complained of herein, plaintiffs were: 1) substantially, mentally and emotionally
2 injured, and suffered great mental and emotional injury, distress and suffering; 2)
3 incurred attorney's fees and associated litigation and other related costs, and 3)
4 incurred other special and general damages and expenses, including the loss of
5 their vehicle, in an amount to be proven at trial, in excess of \$3,000,000.00 for
6 each plaintiff.

7
8 **SIXTH CAUSE OF ACTION**
9 **Intentional Infliction Of Emotional Distress**
10 **Under California State Law**
11 **(February 26, 2024 Incident)**
12 **(By Plaintiffs Against All Defendants)**

13 112. Plaintiffs hereby reallege and incorporate by reference the allegations
14 set forth in paragraphs 1 through 111, inclusive, above, as if set forth in full
15 herein.

16 113. Defendants DOES 1 and 2, and DOES 4 through 7, inclusive, and
17 each of them, knew and/or should have known that plaintiffs were susceptible to
18 suffering severe emotional distress from the actions taken and committed against
19 plaintiffs as complained of above and herein.

20 114. Moreover, the conduct of said defendants for all of the incidents
21 complained of herein, as complained of above and below, were outrageous and
22 not the type of conduct condoned in a civilized society. Defendants are liable to
23 plaintiffs pursuant to Cal. Gov't Code §§ 815.2(a) and 820.

24 115. As a direct and proximate result of the actions of said defendants
25 complained of herein, plaintiffs were: 1) substantially, mentally and emotionally
26 injured, and suffered great mental and emotional injury, distress and suffering; 2)
27 incurred attorney's fees and associated litigation and other related costs, and 3)
28 incurred other special and general damages and expenses, including the loss of
their vehicle and their items of personal property, in an amount to be proven at
trial, in excess of \$3,000,000.00 for each plaintiff.

116. The actions by said defendants were committed maliciously, oppressively and in reckless disregard of plaintiffs' constitutional rights, sufficient for an award of punitive / exemplary damages against all defendants and each of them, save defendant CITY, in an amount to be proven at trial, in excess of \$3,000,000.00.

SEVENTH CAUSE OF ACTION
VIOLATION OF CAL. VEH CODE § 22658
UNDER CALIFORNIA STATE LAW
(February 26, 2024 Incident)
(By Plaintiffs Against All Defendants)

117. Plaintiffs hereby reallege and incorporate by reference the allegations set forth in paragraphs 1 through 116, inclusive, above, as though set forth in full herein.

118. Plaintiffs BARCELO and ROBERTS owned and possessed the vehicle identified hereinabove and at all times mentioned herein.

119. Defendants BAYVIEW HEIGHTS, MAAC BAYVIEW HEIGHTS and DOE 3 had an official policy, custom and practice, and had a written contract with defendants S & S TOWING, SEAN METCALF, and SONYA METCALF to Patrol Tow the Hillside Views Apartments and to unlawfully tow vehicles away from their apartment complex (where the subject incident took place) that were parked next to red curbs that were not fire lanes, and without the apartment complex's owner(s) or their agents being present at the scene of the towing of the vehicle and without their employees / agents / property managers and to sign to authorize the towing of such vehicles; all in violation of Cal. Veh. Code § 22658.

120. Moreover defendants S & S TOWING, SEAN METCALF, SONYA METCALF and 51 STRATEGIES L.L.C. had its tow truck drivers such as DOES 1 and 2 not only to unlawfully Patrol Tow vehicles away from their apartment complex (where the subject incident took place) that were parked next to red curbs that were not fire lanes, and without the apartment complex's owner(s) or their

agents being present at the scene of the towing of the vehicle and without their employees / agents / property managers and to sign to authorize the towing of such vehicles, and also to refuse to release vehicles that were coupled to S & S TOWING tow trucks when the owner or the agent of the owner of the vehicle demanded that the vehicle be released to them before the vehicle was off of the private property and in transit.

121. As set forth above, on February 26, 2024, DOES 1 and 2 while Patrol Towing the Hillside Views Apartments unlawfully towed plaintiffs' 2017 Hyundai Elantra to a place owned and or operated by S & S TOWING, 51 STRATEGIES L.L.C., SEAN METCALF and SONYA METCALF in violation of Cal. Veh. Code § 22658, to wit:

- a) DOES 1 and/or 2 towed plaintiffs' Hyundai Elantra away from plaintiff BARCELO without the owner or agent of the private property where it was on being present at the scene of the tow and without the owner or agent of the private property signing for the tow of plaintiffs' vehicle at the scene of the tow;
- b) After plaintiffs' Hyundai Elantra was coupled to the tow truck but before plaintiffs' car was off of the private property and in transit, plaintiff BARCELO demanded that DOES 1 and/or 2 release plaintiffs' car to her, and he/they refused to do so;
- c) DOES 1 and 2 towed plaintiffs' car from it being parked next to a red-painted curb that was not a fire lane, and did so pursuant to a General Authorization provided to S & S TOWING by DOES 3 and 4 to patrol the Hillside Views Apartments and to Patrol Tow vehicles parked next to red curbs that were not Fire Lanes;
- d) DOES 1 and 2 towed plaintiffs Hyundai Elantra when there were not proper signs that were compliant with Cal. Veh. Code

§ 22658 posted at every entrance and exit to the Hillside Views Apartments;

- e) DOES 1 and 2 towed plaintiffs' Hyundai Elantra to a place unknown and to place not shown on any signs posted on every entrance to and exit from the Hillside Views Apartments.
- f) DOES 1 and 2 towed plaintiffs' Hyundai Elantra from the Hillside Views Apartments even though after plaintiff's Hyundai Elantra was coupled to the tow truck but before the tow truck and the Hyundai Elantra were off of the private property and in transit, plaintiff BARCELO arrived at the scene of the tow and demanded that DOES 1 and 2 release the Hyundai Elantra vehicle to her, and
- g) DOES 1 and 2 and SEAN METCALF and SONYA METCALF refused to tell plaintiffs and their lawyer, Jerry L. Steering, where plaintiffs' vehicle was being stored, and refused to release plaintiffs' vehicles even if they paid the tow and storage fees for plaintiffs' vehicle.

122. After plaintiffs' Hyundai Elantra was towed away that vehicle was secreted from plaintiffs and plaintiffs were deprived of the opportunity to retrieve their car by SEAN METCALF;

123. As a direct and proximate result of the actions of said defendants complained of herein, plaintiffs were: 1) substantially, mentally and emotionally injured, and suffered great mental and emotional injury, distress and suffering; 2) incurred attorney's fees and associated litigation and other related costs, and 3) incurred other special and general damages and expenses, including the loss of their vehicle and their items of personal property, in an amount to be proven at trial, in excess of \$3,000,000.00.

124. The actions by said defendants were committed maliciously,

1 oppressively and in reckless disregard of plaintiffs' constitutional rights, sufficient
2 for an award of punitive / exemplary damages against all defendants and each of
3 them, save defendant CITY, in an amount to be proven at trial, in excess of
4 \$3,000,000.00 for each plaintiff.

5 **EIGHTH CAUSE OF ACTION**
6 **CONVERSION / TRESPASS TO CHATTELS**
7 **UNDER CALIFORNIA STATE LAW**
8 **(May 31, 2024 Incident)**

9 **(By Plaintiff BARCELO AGAINST DEFENDANTS S & S TOWING, 51**
10 **STRATEGIES L.L.C., SEAN METCALF, SONYA METCALF, VALENCIA**
11 **POINTE, MAAC VALENCIA POINTE and DOES 1 through 4, inclusive)**

12 125. Plaintiff BARCELO hereby realleges and incorporates by reference
13 the allegations set forth in paragraphs 1 through 124, inclusive, above, as though
14 set forth in full herein.

15 126. On May 31, 2024 plaintiff BARCELO owned and possessed a 2018
16 Ford Explorer Limited Sport Utility Vehicle (hereinafter referred to as the
17 "EXPLORER").

18 127. Also on May 31, 2024 plaintiff BARCELO resided at 5930 Division
19 Street, Apt. 323 San Diego, California in the Valencia Pointe Apartments.

20 128. Defendants VALENCIA POINTE, VALENCIA POINTE and/or
21 DOE 3 and/or DOE 4 had an official policy, custom and practice, and had a
22 written contract with defendants S & S TOWING, SEAN METCALF, and
23 SONYA METCALF to patrol the Valencia Pointe Apartments and to unlawfully
24 Patrol Tow vehicles away from their apartment complex (where the subject
25 incident took place) that were parked next to red curbs that were not fire lanes,
26 and without the apartment complex's owner(s) or their agents consent and without
27 apartment complex's owner(s) or their agents being present at the scene of the
28 towing of the vehicle and without their employees / agents / property managers
and to signing to authorize the towing of such vehicles at the scene of the tow; all

1 in violation of Cal. Veh. Code § 22658.

2 129. Moreover defendants S & S TOWING, SEAN METCALF, and
3 SONYA METCALF had its tow truck drivers such as DOES 1 and 2 unlawfully
4 tow vehicles away from the Valencia Pointe Apartments apartment complex
5 (where the subject incident took place) that were parked next to red curbs that
6 were not fire lanes, and without the apartment complex's owners or property
7 managers or other agents of the owners of the Valencia Pointe Apartments
8 consent, and without or their agents being present at the scene of the towing of the
9 vehicle, and without the owners of the Valencia Pointe Apartments or their
10 employees / agents / property managers signing to authorize the towing of such
11 vehicles at the scene of the tow when the towing of any such vehicle was made.

12 130. Moreover defendants S & S TOWING, SEAN METCALF, and
13 SONYA METCALF had its tow truck drivers such as DOES 1 and 2 unlawfully
14 tow vehicles away from the Valencia Pointe Apartments apartment complex
15 during the towing process, including when the vehicle to be towed was already
16 coupled to the tow truck, when the vehicle was still on the private property and
17 was not yet in transit, and when the owner or the agent of the owner of the vehicle
18 demanded that the vehicle be released to them before the vehicle was off of the
19 private property and in transit.

20 131. On May 31, 2024 DOES 1 and 2, tow truck drivers for S & S
21 TOWING towed away plaintiff BARCELO's EXPLORER that was properly and
22 lawfully parking in her designated parking space at the Valencia Pointe
23 Apartments; a parking space that was designated for BARCELO to park her
24 EXPLORER in.

25 132. Accordingly, defendants DOES 1 through 4, inclusive, S & S
26 TOWING, SEAN METCALF, SONYA METCALF, VALENCIA POINTE and
27 MAAC VALENCIA POINTE , intentionally and substantially interfered with
28 plaintiff BARELO's use of her EXPLORER / her personal property, by taking

1 possession of her EXPLORER vehicle during the May 31, 2024 incident
2 complained of in this action and did so in violation of Cal. Veh Code §§ 22658
3 (the California private property impound statute) and 10851 (taking vehicle
4 without consent), in violation of Cal. Penal Code § 487(d) (auto theft), and in
5 violation of Cal. Penal Code § 518/519 (extortion), for demanding \$400.00 from
6 plaintiff BARCELO to release her EXPLORER back to her.

7 133. Plaintiff BARCELO did not consent to said defendants', and each of
8 them, the taking of her vehicle and her items of personal property, to wit; her
9 EXPLORER.

10 134. Plaintiff BARCELO was actually harmed by the taking of her
11 EXPLORER vehicle and of her personal property, and such taking of her
12 EXPLORER constituted a Conversion of plaintiff's property and a Trespass to
13 Chattels of the plaintiff's property.

14 135. Said defendants' conduct, and each of them, was a substantial factor
15 in causing plaintiffs' harm.

16 136. As a direct and proximate result of the actions of said defendants
17 complained of herein, plaintiff BARCELO was: 1) substantially, mentally and
18 emotionally injured, and suffered great mental and emotional injury, distress and
19 suffering; 2) incurred attorney's fees and associated litigation and other related
20 costs, and 3) incurred other special and general damages and expenses, including
21 the loss of use of her EXPLORER vehicle, in an amount to be proven at trial, in
22 excess of \$3,000,000.00.

23 137. The actions by said defendants S & S TOWING, 51 STRATEGIES
24 L.L.C., SEAN METCALF, SONYA METCALF, VALENCIA POINTE, and
25 MAAC VALENCIA POINTE were committed maliciously, oppressively and in
26 reckless disregard of plaintiffs' constitutional rights, sufficient for an award of
27 punitive / exemplary damages against all defendants and each of them in an
28 amount to be proven at trial, in excess of \$3,000,000.00 against each defendant.

NINTH CAUSE OF ACTION

Negligence

Under California State Law

(May 31, 2024 Incident)

(By Plaintiff BARCELO AGAINST DEFENDANTS S & S TOWING, 51 STRATEGIES L.L.C., SEAN METCALF, SONYA METCALF, VALENCIA POINTE, MAAC VALENCIA POINTE and DOES 1 through 4, inclusive)

138. Plaintiff hereby realleges and incorporates by reference the allegations set forth in paragraphs 1 through 137, inclusive, above, as if set forth in full herein.

139. Defendants S & S TOWING, 51 STRATEGIES L.L.C., SEAN METCALF, SONYA METCALF, VALENCIA POINTE, MAAC VALENCIA POINTE and DOES 1 through 4, inclusive, owed plaintiff BARCELO a duty of care pursuant to Cal. Civil Code § 1714 and pursuant to the common law, to ensure that any vehicles towed from the Valencia Pointe Apartments be done in accordance with California state law, including Cal. Veh Code § 22658.

140. Defendants VALENCIA POINTE, MAAC VALENCIA POINTE and DOES 3 and 4, owed plaintiff BARCELO, a lawful tenant at the Valencia Pointe Apartments, a duty of care pursuant to Cal. Civil Code § 1714 and pursuant to the common law, to ensure that the towing company that it contracted with to patrol tow and to perform private property impounds at the Valencia Pointe Apartments was a legitimate company that did not engage in criminal violations in performing private property impounds, unlike S & S TOWING, a notorious criminal enterprise.

141. Defendants VALENCIA POINTE, MAAC VALENCIA POINTE and DOES 3 and 4, owed plaintiff BARCELO, a lawful tenant at the Valencia Pointe Apartments, a duty of care pursuant to Cal. Civil Code § 1714 and pursuant to the common law, to ensure that the towing company that it contracted with to patrol and to perform Private Property Impounds at the Valencia Pointe Apartments that performed Private Property Impounds would not tow vehicles

1 from the Valencia Points Apartments that without DOES 3 and/or 4 or some other
2 authorized agent from VALENCIA POINTE and MAAC VALENCIA POINTE,
3 being present at the scene of any such towing of vehicles that were unlawfully or
4 wrongfully parked at the Valencia Pointe Apartments, and sign for the towing of
5 vehicles pursuant to a private property impound at the scene of the tow and at the
6 time of the tow, save any private property impounds done on vehicles that were
7 either parked in a Fire Lane or were blocking traffic.

8 142. Defendants VALENCIA POINTE, MAAC VALENCIA POINTE
9 and DOES 3 and 4, owed plaintiff BARCELO, a lawful tenant at the Valencia
10 Pointe Apartments, a duty of care pursuant to Cal. Civil Code § 1714 and pursuant
11 to the common law, to ensure that the towing company that it contracted with to
12 patrol and to perform Private Property Impounds at the Valencia Pointe
13 Apartments that performed private property impounds would not tow vehicles
14 from the Valencia Pointe Apartments that were parked next to curbs that were
15 painted red unless the red painted curb has painted on it the words “Fire Lane”, or
16 that had a sign next to the red painted curb that showed the words “Fire Lane”,
17 without DOES 3 and/or 4 or some other authorized agent from VALENCIA
18 POINTE and MAAC VALENCIA POINTE, being present at the scene of any
19 such towing of vehicles that were unlawfully or wrongfully parked at the Valencia
20 Pointe Apartments, and sign for the towing of vehicles pursuant to a private
21 property impound at the scene of the tow and at the time of the tow, save any
22 private property impounds done on vehicles that were either parked in an actual
23 Fire Lane or were blocking traffic.

24 143. Defendants VALENCIA POINTE, MAAC VALENCIA POINTE
25 and DOES 3 and 4, breached their duty of care that it owed plaintiff BARCELO
26 pursuant to Cal. Civil Code § 1714 and pursuant to the common law, by hiring
27 what said defendants knew or should have known was basically an ongoing
28 criminal enterprise auto-theft and extortion company, S & S TOWING, to patrol

1 tow from the Valencia Pointe Apartments.

2 144. Defendants VALENCIA POINTE, MAAC VALENCIA POINTE
3 and DOES 3 and 4, breached their duty of care that it owed plaintiff BARCELO
4 pursuant to Cal. Civil Code § 1714 and pursuant to the common law, by
5 contracting with S & S TOWING to patrol tow from the Valencia Point
6 Apartments and to tow vehicles from the Valencia Point Apartments without
7 DOES 3 and/or 4 or some other authorized agent from VALENCIA POINTE and
8 MAAC VALENCIA POINTE, being present at the scene of any such towing of
9 vehicles that were unlawfully or wrongfully parked at the Valencia Pointe
10 Apartments, and without DOES 3 and/or 4 or some other authorized agent from
11 VALENCIA POINTE, MAAC VALENCIA POINTE signing for the towing of
12 vehicles pursuant to a private property impound at the scene of the tow and at the
13 time of the tow, save any private property impounds done on vehicles that were
14 either parked in a Fire Lane or were blocking traffic.

15 145. Defendants VALENCIA POINTE, MAAC VALENCIA POINTE
16 and DOES 3 and 4, breached their duty of care that it owed plaintiff BARCELO
17 pursuant to Cal. Civil Code § 1714 and pursuant to the common law, by
18 contracting with S & S TOWING to patrol tow from the Valencia Pointe
19 Apartments and to tow vehicles from the Valencia Pointe Apartments that were
20 parked next to curbs that were painted red without the red painted curb have
21 painted on it the words “Fire Lane”, or without a sign next to the red painted curb
22 that showed the words “Fire Lane”.

23 146. In addition, defendants DOES 1 and 2, and defendants S & S
24 TOWING, SEAN METCALF, SONYA METCALF, VALENCIA POINTE, and
25 MAAC VALENCIA POINTE owed plaintiff BARCELO a duty of care to not
26 tow vehicles from the Valencia Pointe Apartments that were not unlawfully or
27 wrongfully parked at the Valencia Pointe Apartments, and not to tow vehicles
28 from the Valencia Pointe Apartments that were properly parked in a tenant’s

1 assigned parking space or in any other proper parking space pursuant to Cal. Civil
2 Code § 1714 and pursuant to the common law.

3 147. On May 31, 2024 defendants DOES 1 and 2, on behalf of defendants
4 S & S TOWING, SEAN METCALF and SONYA METCALF and on behalf of
5 defendants VALENCIA POINTE, MAAC VALENCIA POINTE, breached its
6 duty of care owed to plaintiff BARCELO pursuant to Cal. Civil Code § 1714 and
7 pursuant to the common law, by towing her EXPLORER that was properly parked
8 at the Valencia Point Apartments.

9 148. As a direct and proximate result of the actions of said defendants
10 complained of herein, plaintiff was: 1) substantially, mentally and emotionally
11 injured, and suffered great mental and emotional injury, distress and suffering; 2)
12 incurred attorney's fees and associated litigation and other related costs, and 3)
13 incurred other special and general damages and expenses, including the loss of
14 their vehicle, in an amount to be proven at trial, in excess of \$3,000,000.00 for
15 each plaintiff.

16 **TENTH CAUSE OF ACTION**
17 **Intentional Infliction Of Emotional Distress**
18 **Under California State Law**
19 **(May 31, 2024 Incident)**

20 **(By Plaintiff BARCELO AGAINST DEFENDANTS S & S TOWING, 51**
21 **STRATEGIES L.L.C., SEAN METCALF, SONYA METCALF, VALENCIA**
22 **POINTE, MAAC VALENCIA POINTE and DOES 1 through 4, inclusive)**

23 149. Plaintiff hereby realleges and incorporates by reference the
24 allegations set forth in paragraphs 1 through 148, inclusive, above, as if set forth
25 in full herein.

26 150. Defendants S & S TOWING, 51 STRATEGIES L.L.C., SEAN
27 METCALF, SONYA METCALF, VALENCIA POINTE, MAAC VALENCIA
28 POINTE and DOES 1 through 6, inclusive, and each of them, knew and/or should
have known that plaintiff BARCELO was susceptible to suffering severe
emotional distress from the actions taken and committed against her as

1 complained of above and herein.

2 151. Moreover, the conduct of defendants S & S TOWING, 51
3 STRATEGIES L.L.C., SEAN METCALF, SONYA METCALF, VALENCIA
4 POINTE, MAAC VALENCIA POINTE and DOES 1 through 6, inclusive for all
5 of the incidents complained of herein, were outrageous and not the type of
6 conduct condoned in a civilized society.

7 152. As a direct and proximate result of the actions of said defendants
8 complained of herein, plaintiff BARCELO was: 1) substantially, mentally and
9 emotionally injured, and suffered great mental and emotional injury, distress and
10 suffering; 2) incurred attorney's fees and associated litigation and other related
11 costs, and 3) incurred other special and general damages and expenses, including
12 the loss of use of her vehicle, in an amount to be proven at trial, in excess of
13 \$3,000,000.00.

14 153. The actions by said defendants were committed maliciously,
15 oppressively and in reckless disregard of plaintiffs' constitutional rights, sufficient
16 for an award of punitive / exemplary damages against all defendants and each of
17 them, in an amount to be proven at trial, in excess of \$3,000,000.00 against each
18 defendant.

19 **ELEVENTH CAUSE OF ACTION**
20 **VIOLATION OF CAL. VEH CODE § 22658**
21 **UNDER CALIFORNIA STATE LAW**
22 **(May 31, 2024 Incident)**

23 **(AGAINST DEFENDANTS S & S TOWING, 51 STRATEGIES L.L.C.,**
24 **SEAN METCALF, SONYA METCALF, VALENCIA POINTE, MAAC**
25 **VALENCIA POINTE and DOES 1 through 6, inclusive)**

26 154. Plaintiff hereby realleges and incorporates by reference the
27 allegations set forth in paragraphs 1 through 153, inclusive, above, as though set
28 forth in full herein.

155. Plaintiff BARCELO owned and possessed the EXPLORER
vehicle identified hereinabove and at all times mentioned herein.

1 156. Defendants VALENCIA POINTE, MAAC VALENCIA POINTE
2 and DOE 3 had an official policy, custom and practice, and had a written contract
3 with defendants S & S TOWING, SEAN METCALF, and SONYA METCALF to
4 patrol tow⁵⁶ the Valencia Pointe Apartments and to unlawfully tow vehicles away
5 from their apartment complex (where the subject incident took place) that were
6 parked next to red curbs that were not fire lanes, and without the apartment
7 complex's owner(s) or their agents being present at the scene of the towing of the
8 vehicle and without their employees / agents / property managers and to sign to
9 authorize the towing of such vehicles; all in violation of Cal. Veh. Code § 22658.

10 157. Moreover defendants S & S TOWING, SEAN METCALF, SONYA
11 METCALF and 51 STRATEGIES L.L.C. had its tow truck drivers such as DOES
12 1 and 2 not only unlawfully tow vehicles away from the Valencia Pointe
13 Apartments apartment complex (where the subject incident took place) that were
14 parked next to red curbs that were not fire lanes, and without the consent or
15 knowledge of the apartment complex's owner(s) or their agents being present at
16 the scene of the towing of the vehicle, and without their employees / agents /
17 property managers signing an authorization for the towing of such vehicles, but
18 also had S & S TOWING tow truck drivers refuse to release vehicles that were
19 coupled to S & S TOWING tow trucks when the owner or the agent of the owner
20 of the vehicle demanded that the vehicle be released to them before the vehicle
21 was off of the private property and in transit.

22 158. As set forth above, on May 31, 2024, DOES 1 and 2 and S & S
23 TOWING, while patrol towing, towed plaintiff BARCELO's EXPLORER to a
24 place owned and or operated by S & S TOWING, 51 STRATEGIES L.L.C.,

25
26
27 ⁵⁶ That is to patrol the property for the property owner for wrongfully parked cars, and to tow
28 vehicles without the property owner or the owner's agents consent or direction to tow a vehicle
off of the owner's private property, and to do so without the property owner or the property
owner's agent present at the scene of the tow and to sign for the tow at the scene of the tow.

1 SEAN METCALF and SONYA METCALF in violation of Cal. Veh. Code §
2 22658, to wit:

3 a) DOES 1 and 2 towed plaintiff BARCELO's EXPLORER away
4 from plaintiff BARCELO without the owner or agent of the private property
5 where it was on being present at the scene of the tow and without the owner or
6 agent of the private property signing for the tow of plaintiffs' vehicle at the scene
7 of the tow;

8 b) After plaintiff BARCELO's EXPLORER was coupled to the tow
9 truck plaintiff BARCELO demanded that DOES 1 and 2 release her car to her,
10 and they refused to do so;

11 c) DOES 1 and 2 towed plaintiff BARCELO's EXPLORER from a
12 parking space at the Valencia Pointe Apartments where plaintiff BARCELO was
13 authorized by the Valencia Pointe Apartments to park;

14 d) DOES 1 and 2 towed plaintiff BARCELO's EXPLORER when
15 there were not proper signs that were compliant with Cal. Veh. Code § 22658
16 posted at every entrance and exit to the Valencia Pointe Apartments;

17 159. As a direct and proximate result of the actions of said defendants
18 complained of herein, plaintiff BARCELO was: 1) substantially, mentally and
19 emotionally injured, and suffered great mental and emotional injury, distress and
20 suffering; 2) incurred attorney's fees and associated litigation and other related
21 costs, and 3) incurred other special and general damages and expenses, including
22 the loss of their vehicle and their items of personal property, in an amount to be
23 proven at trial, in excess of \$3,000,000.00.

24 160. The actions by said defendants were committed maliciously,
25 oppressively and in reckless disregard of plaintiffs' constitutional rights, sufficient
26 for an award of punitive / exemplary damages against all defendants and each of
27 them, in an amount to be proven at trial, in excess of \$3,000,000.00 against each
28 defendant.

1 **WHEREFORE**, plaintiffs pray that an order issue out of this Honorable
2 Court, as follows:

- 3 1. For judgment against all defendants for compensatory damages in an
4 amount in excess of \$3,000,000.00 for each plaintiff;
- 5 2. For judgment against all defendants, save CITY, for punitive
6 damages in an amount in excess of \$3,000,000.00 for each plaintiff
7 against each defendant;
- 8 3. For reasonable attorney's fees and other costs of suit;
- 9 4. For a trial by jury; and
- 10 5. For such other relief as this Honorable Court finds just and equitable.

11
12 _____
13 JERRY L. STEERING, ATTORNEY FOR
14 PLAINTIFFS KATIE BARCELO and JUSTIN ROBERTS
15
16
17
18
19
20
21
22
23
24
25
26
27
28

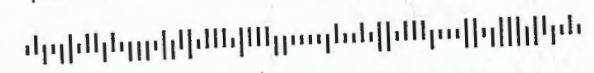


7022 2410 0001 8622 5615

\$14.44⁰
US POSTAGE
FIRST-CLASS
FROM 92660
08/08/2025
Stamps.com



Law Office of Jerry L. Steering
4063 Birch Street, Ste 100
Newport Beach CA 92660



SONYA DEFREITAS-METCALF
2828 OAKWOOD CREEK WAY
ESCONDIDO CA 92027-5250

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sonya Defreitas-Metcalf
2828 Oakwood Creek Way
Escondido CA 92027



9590 9402 9105 4225 7384 39

2. Article Number (Transfer from service label)

7022 2410 0001 8622 5615

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

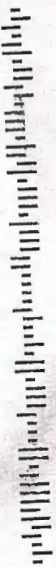
- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

1/3

Bus. Closed
8/30/25

Law Office of Jerry L. Cusnering
4063 Birch Street, Ste 100
Newport Beach CA 92660



SONYA DEFREITAS-METCALF
2828 OAKWOOD CREEK WAY
ESCONDIDO CA 92027-5250

7022 2410 0001 8622 5615



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

SENDER: COMPLETE THIS SECTION	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to: Sonya Defreitas-Metcalf 2828 Oakwood Creek Way Escobido CA 92027	
 9590 9402 9105 4225 7384 39	
2. Article Number (Transfer from service label) 7022 2410 0001 8622 5615	
PS Form 3811, July 2020 PSN 7530-02-000-9053	

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X	
B. Received by (Printed Name)	C. Date of Delivery Agent ☐ Addressee ☐
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	

3. Service Type	
☒ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	
☐ Insured Mail (over \$500)	
☐ Insured Mail Restricted Delivery	

Domestic Return Receipt

\$4.74⁰
US POSTAGE
FIRST-CLASS
FROM 92660
08/08/2025
Stamps.com



Law Office of Jerry L. Steering
4063 Birch Street, Ste 100
Newport Beach CA 92660



SONYA DEFREITAS-METCALF
2828 OAKWOOD CREEK WAY
ESCONDIDO CA 92027-5250