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**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. and DOES 1 through  
10, inclusive,

Defendants.

Case No.: 3:25-cv-00329-BAS-AHG

DECLARATION OF JERRY L.  
STEERING IN SUPPORT OF  
PLAINTIFFS' EX PARTE  
APPLICATION TO SERVE  
DEFENDANTS 51 STRATEGIES  
L.L.C. doing business as S & S  
TOWING, SEAN GERMAINE  
METCALF and SONYA DEFREITAS-  
METCALF BY PUBLICATION  
(PART I with attached Exhibits "A"  
through "E")

DATED: OCTOBER 8, 2026

**UNITED STATES DISTRICT  
JUDGE CYNTHIA BASHANT**

**UNITED STATES MAGISTRATE  
JUDGE ALLISON H. GODDARD**

1) I am counsel of record for plaintiffs Katie Ann Barcelo and Justin

DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS' EX PARTE  
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BY PUBLICATION

1 Roberts in this action.

2 2) As I previously alleged in plaintiffs' First and Second Ex Parte  
3 Applications to this Honorable Court to Enlarge Time to Serve  
4 defendants 51 Strategies L.L.C. doing business as S & S Towing,  
5 Sean Germaine Metcalf and Sonya Defreitas-Metcalf, this action was  
6 filed on February 13 2025 [Civil Docket Number 1], and plaintiffs  
7 filed their First Amended Complaint on March 11, 2025 [Civil  
8 Docket Number 5].

9 3) As I also previously alleged in plaintiffs' prior Ex Parte  
10 Applications to Enlarge Time to Serve defendants 51 Strategies  
11 L.L.C. doing business as S & S Towing, Sean Germaine Metcalf and  
12 Sonya Defreitas-Metcalf in this action, in a nutshell, this action  
13 involves allegations by the plaintiffs that on February 26, 2024  
14 plaintiff Katie Barcelo (hereinafter "BARCELO") drove her car, a  
15 2017 Hyundai Elantra<sup>1</sup>, to the Hillside Views Apartments, located at  
16 5446 Bayview Heights Place, San Diego, California, to pick up her  
17 children from a friend's apartment<sup>2</sup>.

18 4) As I also previously alleged in plaintiffs' prior Ex Parte Applications  
19 in this action, there were no guest spots for parking at the Hillside  
20 Views Apartments available for BARCELO to park her Hyundai  
21

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22  
23  
24 <sup>1</sup> Said vehicle bearing Vehicle Identification Number KMHD35LH2HU384029 and California  
25 license plate number 8KKY404.

26 <sup>2</sup> Plaintiff BARCELO's 2017 Hyundai Elantra (hereinafter, "Hyundai" or "car" or "plaintiffs'  
27 car" or "Hyundai Elantra") was registered to plaintiff ROBERTS, who is plaintiff BARCELO's  
28 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.

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1 Elantra sedan to go pick up her children, so plaintiff BARCELO  
2 parked her car approximately 15 feet away from her friend's  
3 apartment on the street next to the curb, leaving her hazard lights, on  
4 and went to and into her friend's apartment to get her children.

5 5) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
6 plaintiff BARCELO's friend had noticed that a tow truck driver  
7 employed by defendant S & S Towing<sup>3</sup>, the towing  
8 company owned by defendant 51 Strategies, L.L.C. that is owned by  
9 and by defendants Sean Metcalf and Sonya Metcalf, was in the  
10 process of towing plaintiff BARCELO's car, and had her 2017  
11 Hyundai Elantra coupled to the tow truck.

12 6) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
13 Plaintiff BARCELO immediately ran outside and confronted the S &  
14 S Towing tow truck driver and demanded the release of her car;  
15 something that she was entitled to do even if the towing of her  
16 vehicle had been lawful<sup>4</sup>, which it was not.

17 7) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
18 thereafter, the S & S Towing tow truck driver handed plaintiff  
19 BARCELO a defendant S & S TOWING's business card that had no  
20 address and only had a phone number shown on it, to pick up her car  
21 that he intended to tow away.  
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25 <sup>3</sup> That is defendant 51 Strategies doing business as S & S Towing.

26 <sup>4</sup> Cal. Veh. Code § 22658(g)(1)(B) provides: "(B) Upon the request of the owner of the vehicle  
27 or that owner's agent, the towing company or its driver shall immediately and unconditionally  
28 release a vehicle that is not yet removed from the private property and in transit."

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BY PUBLICATION

- 1 8) As also previously alleged in plaintiffs’ prior Ex Parte Applications,  
2 during this time, the S & S tow truck driver stopped towing plaintiff’s  
3 car, away, and was waiting for the S & S Towing dispatcher to tell  
4 him what to do next.
- 5 9) As also previously alleged in plaintiffs’ prior Ex Parte Applications,  
6 thereafter, both plaintiff BARCELO and the tow truck driver called  
7 the San Diego Police Department.
- 8 10) As also previously alleged in plaintiffs’ prior Ex Parte Applications,  
9 when the DOE defendant San Diego Police Department police  
10 officers arrived they told plaintiff BARCELO that because she  
11 was parked in a “fire lane,” that the S & S Towing tow truck driver  
12 could take her car and tow it away; something untrue, as she had a  
13 right to demand the release of her car under Cal. Veh. Code §  
14 22658(g)(1)(B), and as plaintiffs’ car was not parked in a fire lane<sup>5</sup>.
- 15 11) As also previously alleged in plaintiffs’ prior Ex Parte Applications,  
16 the San Diego Police Department police officers then told the tow  
17 truck driver to tow plaintiffs’ car away, which he then did.
- 18 12) As also previously alleged in plaintiffs’ prior Ex Parte Applications,  
19 plaintiff BARCELO kept calling defendant S & S Towing to retrieve  
20 her car, but S & S Towing refused to answer her phone call and  
21 blocked plaintiff BARCELO’s cellphone number.
- 22 13) As also previously alleged in plaintiffs’ prior Ex Parte Applications,  
23 plaintiff Justin Roberts, hereinafter referred to as “ROBERTS”, who  
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26  
27 <sup>5</sup> A merely painted red curb is not a legitimate or lawful “fire lane” under Cal. Veh. Code §  
28 22500.1.

1 was the registered owner of the towed away 2017 Hyundai, was  
2 texting with a representative of defendant S & S Towing<sup>6</sup> who  
3 refused to tell ROBERTS where he could pick up his car and how  
4 much it would cost to retrieve it from S & S Towing.

5 14) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
6 I personally did extensive internet searches for and about S & S  
7 Towing and learned that defendants Sean Metcalf and Sonya Metcalf  
8 were the principals and owners of S & S Towing, and that they were  
9 the Managers, the Managing Members, and the owners and the *alter*  
10 *egos* of 51 Strategies L.L.C.; the business entity that owned and did  
11 business as S & S Towing.

12 15) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
13 I was also able to find a telephone number for defendant Sean  
14 Metcalf, and on or about March 4, 2024 I spoke with Sean  
15 Metcalf by phone.

16 16) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
17 told defendant Sean Metcalf that plaintiffs' car had been illegally  
18 towed by S & S Towing<sup>7</sup>, and demanded to know where plaintiffs'  
19 vehicle was being stored, and demanded the return of plaintiffs' 2017  
20 Hyundai sedan or plaintiff would sue defendant Sean Metcalf and his  
21 company(ies) for the felonious and tortious taking and keeping  
22 plaintiffs' car.  
23

24  
25  
26 <sup>6</sup> Because defendants at S & S Towing, defendants SEAN METCALF and/or SONYA  
27 METCALF and/or DOE 1 and/or DOE 2 had blocked plaintiff BARCELO's phone number.

28 <sup>7</sup> And why it was an illegal tow.

1 17) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
2 during my internet search for and about defendant Sean Metcalf I  
3 learned that defendant Sean Metcalf was a criminal, that he "steals"  
4 cars, using his towing company as a vehicle to "steal" vehicles by  
5 illegally towing vehicles and by refusing to return or release them to  
6 the owners of the vehicles and then selling them off.

7 18) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
8 during my internet search for and about defendant Sean Metcalf, I  
9 also learned that defendant Sean Metcalf and his front company S &  
10 S Towing, did not have an actual tow yard to tow vehicles to, and  
11 that defendant Sean Metcalf, his wife defendant Sonya Metcalf and  
12 their companies were a nationwide group of scam companies used to  
13 advance various criminal schemes in cities across the United States  
14 of America.

15 19) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
16 the San Diego Police Department has issued a bulletin about criminal  
17 towing by S & S Towing. See, attached Exhibit "A"; the August 15,  
18 2024 News Release by the San Diego Police Department entitled:  
19 *"SDPD Investigating Illegal Practices by S&S Towing in the City of*  
20 *San Diego, Investigators Seeking Additional Information From*  
21 *People Who've Been Unlawfully Towed In Past 3 Years"*, [20240815-](#)  
22 [sdpd-investigating-illegal-practices-by-ss-towing-in-the-city-of-san-](#)  
23 [diego.pdf](#).

24 20) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
25 on August 5, 2024 the San Diego Police Department executed a  
26  
27 search warrant on S & S Towing, and during the search

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warrant execution, an S & S Tow Truck driver committed suicide during that raid. See also, “San Diego police investigating illegal practices by towing company”, NBC 7 News, [San Diego police investigating illegal practices by towing company – NBC 7 San Diego](#); “*San Diego police looking for potential victims in towing fraud investigation, S&S Towing is accused by alleged victims of towing away cars illegally then demanding cash for their return, police said*”, San Diego Union-Tribune, August 16, 2024 ([SDPD investigating tow company for alleged exploitation](#)).

- 21) As also previously alleged in plaintiffs’ prior Ex Parte Applications, after this instant lawsuit was filed on February 13 2025, I served a F.R.Civ.P. 4 Notice of Lawsuit and Request for Waiver of Service of Summons and Waiver of Service of Summons documents, along with the Summons and the First Amended Complaint on all of the defendants to this action.
- 22) As also previously alleged in plaintiffs’ prior Ex Parte Applications, since the filing of Plaintiffs’ First 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 on May 14, 2025, all of the other defendants to this action have either filed their Answers to the First Amended Complaint in this action<sup>8</sup> or

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<sup>8</sup> To wit, defendants MAAC Valencia Pointe MGP L.L.C., MAAC Bayview Heights, L.L.C. filed their Answer to the First Amended Complaint on May 27, 2025 [Civil Docket Item Number 16] and defendant CRP Valencia Pointe L.P. filed its Answer on June 23, 2025 [Civil Docket Item 18].

DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS’ EX PARTE APPLICATION TO SERVE DEFENDANTS 51 STRATEGIES L.L.C. doing business as S & S TOWING, SEAN GERMAINE METCALF and SONYA DEFREITAS-METCALF  
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1 have filed a Motion to Dismiss First Amended Complaint pursuant to  
2 F.R.Civ.P. 12(b)(6)<sup>9</sup>.

3 23) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
4 thereafter, on June 5, 2025 an Order issued out of this Honorable  
5 Court Granting Plaintiffs' Ex Parte Application to Enlarge Time to  
6 Serve defendants 51 Strategies L.L.C. doing business as S & S  
7 Towing, Sean Germaine Metcalf and Sonya Defreitas-Metcalf, and  
8 ordering that plaintiff serve said defendant and to file proof of service  
9 upon them by September 3, 2025.

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

16 25) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
17 when Shahin Shams went to that address at 4182 El Cajon Blvd., San  
18 Diego, CA 92105 to serve said defendants with the Summons  
19 and First Amended Complaint in this case, he was told that said  
20 defendants had not been at that address for over one year.

21 26) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
22 on May 14, 2025 I checked with the California Secretary of State's  
23 Office as to any new address for defendant 51 Strategies L.L.C., but  
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27 <sup>9</sup> 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].

28 DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS' EX PARTE  
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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 27) As also previously alleged in plaintiffs’ prior Ex Parte Applications,  
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 28) As also previously alleged in plaintiffs’ prior Ex Parte Applications,  
11 after the June 5, 2025 Order enlarging time to serve defendants 51  
12 Strategies L.L.C., Sean Metcalf and Sonya Metcalf I was planning on  
13 serving defendant 51 Strategies L.L.C. by serving at the California  
14 Secretary of State’s Office.

15 29) As also previously alleged in plaintiffs’ prior Ex Parte Applications,  
16 when I checked with the California Secretary of State’s Office to see  
17 if defendant 51 Strategies L.L.C. changed its address for its Officers  
18 and Agent(s) for service of process, I learned that said LLC was  
19 officially dissolved by Sean Germaine Metcalf and Sonya Defreitas-  
20 Metcalf on June 23, 2025. See, attached Exhibit “B”, a true and  
21 correct copy of the Statement of Dissolution of defendant 51  
22 Strategies L.L.C. from the California Secretary of State’s Office.

23 30) As also previously alleged in plaintiffs’ prior Ex Parte Applications,  
24 my Private Investigator, Joseph Travers, again did a search to locate  
25 Sean Germaine Metcalf and Sonya Defreitas-Metcalf, and he  
26 confirmed again and as recently as September 3, 2025 that they

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28 DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS’ EX PARTE  
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1           resided at 2828 Oakwood Creek Way, Escondido, CA 92027.

2       31) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
3           therefore, I sent my law clerk Shahin Shams 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.

7       32) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
8           my law clerk Shahin Shams attempted to personally serve Sean  
9           Germaine Metcalf and Sonya Defreitas-Metcalf, and whatever was  
10          left of 51 Strategies LLC at that 2828 Oakwood Creek Way,  
11          Escondido, CA 92027 single family residence on four separate  
12          occasions, as recently as July 2, 2025.

13       33) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
14           each time that Shahin Shams attempted to serve the Metcalfs at the  
15           2828 Oakwood Creek Way, Escondido address, there was a car  
16           parked in the driveway, and Mr. Shams believed that someone was  
17           home, but were refusing to open the door of that residence.

18       34) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
19           as recently as September 3, 2025 my Private Investigator's persons  
20           locating service showed that the Metcalfs still resided at the 2828  
21           Oakwood Creek Way, Escondido address. See attached Exhibit "D";  
22           true and correct printouts that I received from my Private Investigator  
23           on September 3, 2025 showing that Sean Metcalf and Sonya Metcalf  
24           both reside at that address.

25       35) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
26           accordingly, thereafter rather than move this Honorable Court for an  
27           DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS' EX PARTE

28       APPLICATION TO SERVE DEFENDANTS 51 STRATEGIES L.L.C. doing business as S & S  
          TOWING, SEAN GERMAINE METCALF and SONYA DEFREITAS-METCALF  
          BY PUBLICATION

1 Order to Serve Sean Metcalf and Sonya Metcalf by Publication, I  
2 decided to make one last attempt to serve them by serving them by  
3 mail pursuant and to mail to them a F.R.Civ.P. 4 Waiver of Service  
4 of Summons, as all of the legal authorities that I consulted  
5 recommended attempting all other means to serve a defendant before  
6 obtaining an order from this Honorable Court to serve a defendant by  
7 publication.

8 36) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
9 accordingly, on August 8, 2025 I served defendants 51 Strategies  
10 L.L.C., Sean Metcalf and Sonya Metcalf by sending to them by  
11 Certified Mail, return receipt requested, a Notice of Lawsuit and  
12 Request for Waiver of Service of Summons, the Summons on  
13 Amended Complaint and the First Amended Complaint in this action.  
14 See, attached Exhibit "E", pages 1 through 52, a true and correct  
15 copy of the Notice of Lawsuit and Request for Waiver of Service of  
16 Summons, the Summons on Amended Complaint and the First  
17 Amended Complaint sent to Sean Metcalf for defendant 51  
18 Strategies, attached Exhibit "F", pages 1 through 52, a true and  
19 correct copy of the Notice of Lawsuit and Request for Waiver of  
20 Service of Summons, the Summons on Amended Complaint and the  
21 First Amended Complaint sent to Sean Metcalf individually, and  
22 attached Exhibit "G", pages 1 through 52, a true and correct copy of  
23 the Notice of Lawsuit and Request for Waiver of Service of  
24 Summons, the Summons on Amended Complaint and the First  
25 Amended Complaint sent to Sonya Metcalf individually.

26  
27 37) As also previously alleged in plaintiffs' prior Ex Parte Applications,  
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1 on September 2, 2025 and September 3, 2025 all three of those  
2 packages (Exhibits “E, “F” and “G”) were returned to my office  
3 showing “Return to Sender, Undeliverable to Addressee, Unavailable  
4 to Forward” (See, pages 53 through 57 on Exhibits “E, “F” and “G”).

5 38) I have exhausted every manner of attempting service of the Summons  
6 on Amended Complaint and the First Amended Complaint for  
7 Damages on defendants 51 Strategies LLC doing business as S & S  
8 Towing, Sean Germaine Metcalf and Sonya Defreitas-Metcalf and it  
9 has become clear to me that the Metcalfs, who also own defendant 51  
10 Strategies LLC, are either avoiding service of process in this case, or,  
11 with reasonable and sufficient diligence, plaintiffs have not been able  
12 to locate them.

13 39) I also believe that the Metcalfs are experienced criminals and that 51  
14 Strategies LLC is a criminal enterprise with offices/places of shady  
15 businesses in California and in other cities in the United States of  
16 America, and that they cannot with reasonable diligence be served  
17 personally, by substituted service, or by mail, despite exhaustive  
18 efforts to serve them.

19 40) Accordingly, based on the above and foregoing, plaintiffs pray that  
20 an order issue out of this Honorable Court permitting plaintiffs to  
21 serve defendants 51 Strategies L.L.C. doing business as S & S  
22 Towing, Sean Germaine Metcalf and Sonya Defreitas-Metcalf by  
23 Publication in this case.

24 41) I declare under penalty of perjury under the laws of the United States  
25 of America that the above and foregoing is true and correct.  
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28 DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS’ EX PARTE  
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BY PUBLICATION

1           42)   This the 9<sup>th</sup> day of October, 2025 at Newport Beach, California.

2                               /s/ Jerry L. Steering

3                               JERRY L. STEERING, ATTORNEY FOR  
4                               PLAINTIFFS KATIE ANN BARCELO and JUSTIN  
5                               ROBERTS  
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28       DECLARATION OF JERRY L. STEERING IN SUPPORT OF PLAINTIFFS' EX PARTE  
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BY PUBLICATION

## NEWS RELEASE

**FOR IMMEDIATE RELEASE**

Thursday, August 15, 2024

CONTACT: Detective Sergeant John Ampol at [jampol@pd.sandiego.gov](mailto:jampol@pd.sandiego.gov)

# **SDPD Investigating Illegal 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** – The San Diego Police Department (SDPD) is looking for additional information from anyone who believes they may have been victims of illegal towing practices by S&S Towing in the City of San Diego over the last three years.

Last Spring, the City Attorney's Affirmative Civil Enforcement (ACE) Unit received complaints about unfair business practices by S&S Towing primarily in immigrant communities and launched an internal investigation. The ACE Unit interviewed victims and witnesses, researched S&S's business operations, and inspected its tow yard. After confirming predatory practices were occurring, the ACE Unit referred the matter to SDPD for potential criminal prosecution.

In May, the City Attorney's Office invited those who had claims against S&S Towing to meet with its investigators and lawyers, as well as SDPD's Traffic Division. Investigators learned that S&S Towing was violating the laws required to lawfully impound vehicles and additional regulations to store and release these vehicles.

SDPD is continuing to work closely with the City Attorney's Office and the San Diego District Attorney's Office to investigate these, and other potentially related crimes committed by S&S Towing.

On Monday, August 5, SDPD executed a search warrant on S&S Towing at 4182 El Cajon Blvd. While attempting to serve the search warrant connected to unlawful towing, a tow truck driver ran into the

parking lot of an auto dealership and pulled a gun on himself. After attempts by SDPD Emergency Negotiators to peacefully resolve the incident, the tow truck driver shot himself. Officers rendered medical aid, but the driver was pronounced deceased at the scene.

Although SDPD already has several victims they are working with on the investigation, the Department believes there may be more victims in the City of San Diego.

The State of California has comprehensive laws regulating the towing industry. A private towing company may not remove a vehicle from a public roadway without proper authorization from law enforcement personnel.

You may be a victim of S&S Towing's illegal acts if:

- Your vehicle was towed from a legally parked area by S&S Towing.
- The tow truck driver refused to release your vehicle on-site – meaning it hadn't yet been removed from private property and was NOT in transit.
- The tow truck driver asked for payment of more than half of the regular towing charge after it was already hooked up to the tow truck or other towing device and you returned and requested it be released.
- The tow truck driver or company refused to accept a credit card as a form of payment and would only accept cash.
- The owner of the vehicle is not provided a photocopy of the written authorization.
- The owner is not provided a notice with information regarding reporting of wrongful towing.

If you believe your vehicle has been unlawfully towed by S&S Towing, please contact SDPD's Traffic Special Investigations Unit at [TowingFraudReport@pd.sandiego.gov](mailto:TowingFraudReport@pd.sandiego.gov).

### **REPORTING OTHER TOWING VIOLATIONS**

Additionally, you may file a complaint with the ACE Unit using an online form:

<https://sandiego.seamlessdocs.com/f/acetowingcomplaint>

Victims may also wish to take immediate steps to protect or enforce their rights. Two services may assist in pursuing a private remedy: Small Claims Court 858-634-1919 and Lawyers Referral Service 619-231-8585.

Vehicle owners who are towed in violation of these laws may sue the property owner or their agent, the tow company, and the storage yard for damages of up to four times the towing and storage charges. Motorists can bring such actions for up to \$12,500 without hiring an attorney in Small Claims Court. The Court has a free legal advisor to assist individuals with filing a case. For more information, visit the court's website at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

For additional information on unlawful towing, please visit [www.sandiego.gov/police/services/vehicle-impounds-towing/know-your-rights](http://www.sandiego.gov/police/services/vehicle-impounds-towing/know-your-rights).

###

## Exhibit “B”

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



**Secretary of State**  
**Certificate of Cancellation**  
**Limited Liability Company (LLC)**

LLC-4/7

For Office Use Only

**-FILED-**

File No.: BA20251345637

Date Filed: 6/23/2025

There is **No Fee** for filing a Certificate of Cancellation**Certified Copy Fee (Optional) – \$5.00****This Space For Office Use Only****1. Limited Liability Company Name** (Enter the exact name of the LLC as it is recorded with the California Secretary of State)

51 STRATEGIES L.L.C.

**2. LLC Entity (File) Number** (Enter the exact 12-digit Entity (File) Number issued by the California Secretary of State.)

2 0 1 8 0 9 4 1 0 2 2 0

**3. Dissolution** (California LLCs ONLY: Check the box if the vote to dissolve was made by the vote of **ALL** the members.)☒ The dissolution was made by a vote of **ALL** of the members of the California Limited Liability Company.**Note:** If the above box is not checked, a **Certificate of Dissolution** (Form LLC-3) must be filed prior to or together with this Certificate of Cancellation. (California Corporations Code section 17707.08(a).)**4. Tax Liability Statement** (Do not alter the Tax Liability Statement.)

All final returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board.

**5. Cancellation Statement** (Do not alter the Cancellation Statement.)**For California Limited Liability Companies:** Upon the effective date of this Certificate of Cancellation, except as provided in California Corporations Code Section 17707.06, the Limited Liability Company's registration is cancelled and its powers, rights, and privileges will cease in California.**For Out-of-State Limited Liability Companies:** Upon the effective date of this Certificate of Cancellation, the Limited Liability Company's registration is cancelled and its right to conduct intrastate business will cease in California.**6. Read and Sign Below** (Do not use a computer generated signature.)

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Signature

Signature

Signature

SEAN G. MERCAU

Type or Print Name

SONYA DEFREITAS

Type or Print Name

Type or Print Name

## Exhibit “C”

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

California Secretary of State

Business UCC

## Business Search

The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

### Basic Search

- A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, a **basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

### Advanced Search

- An Advanced search is required when searching for publicly traded disclosure information or a status other than active.
- An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

**Disclaimer:** Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

51 Strategies

Advanced

Results: 1

| Entity Information                     | Initial Filing Date | Status | Entity Type                              | Formed In            | Agent        |
|----------------------------------------|---------------------|--------|------------------------------------------|----------------------|--------------|
| 51 STRATEGIES L.L.C.<br>(201809410220) | 03/20/2018          | Active | Limited Liability Company - Out of State | DISTRICT OF COLUMBIA | SEAN METCALF |

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### 51 STRATEGIES L.L.C. (201809410220)

**Request Certificate**

|                            |                                                                              |
|----------------------------|------------------------------------------------------------------------------|
| Initial Filing Date        | 03/20/2018                                                                   |
| Status                     | Active                                                                       |
| Standing - SOS             | Good                                                                         |
| Standing - FTB             | Good                                                                         |
| Standing - Agent           | Good                                                                         |
| Standing - VCFCF           | Good                                                                         |
| Formed In                  | DISTRICT OF COLUMBIA                                                         |
| Entity Type                | Limited Liability Company - Out of State                                     |
| Principal Address          | 4182 EL CAJON BOULEVARD<br>SAN DIEGO, CA 92105                               |
| Mailing Address            | 4182 EL CAJON BOULEVARD<br>SAN DIEGO, CA 92105                               |
| Statement of Info Due Date | 03/31/2026                                                                   |
| Agent                      | Individual<br>SEAN METCALF<br>4182 EL CAJON BOULEVARD<br>SAN DIEGO, CA 92105 |

**View History** **Request Access**

## Exhibit “D”

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

COMPREHENSIVE REPORT

MR SEAN GERMAINE METCALF

REPORT CRITERIA

Name: SEAN GERMAINE METCALF  
Person ID: 001713357559  
Reference Code:

GLBA: Fraud Prevention or Detection  
DPPA: Use in the Normal Course of Business

REPORT SUMMARY

| Subject Information                                                    | Indicators                                                                                      | Report Legend                                                                                                            |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| (Best Information for Subject)                                         |                                                                                                 |                                                                                                                          |
| MR SEAN GERMAINE METCALF (Male)<br>571-93-####<br>09/##/1974 (Age 50)  | Criminal/Traffic Conviction: Yes<br>Property: Yes<br>Corporate Affiliation: Yes<br>Deceased: No | <div><div>📍 Shared Address</div><div>✅ Verified Address</div><div>⚰ Deceased</div><div>⚠ High Risk Indicator</div></div> |
| Associated Addresses                                                   |                                                                                                 |                                                                                                                          |
| 19 Address Record(s) found:                                            |                                                                                                 |                                                                                                                          |
| 2828 OAKWOOD CREEK WAY, ESCONDIDO, CA 92027-5250 SAN DIEGO             | (Sep 2023 - Sep 2025)                                                                           | ✅                                                                                                                        |
| 10619 PINION TRL, ESCONDIDO, CA 92026-7331 SAN DIEGO                   | (Aug 2018 - Jun 2025)                                                                           |                                                                                                                          |
| 3630 WARDER ST NW, WASHINGTON, DC 20010-1645 D.C                       | (Nov 2008 - Aug 2025)                                                                           | ✅                                                                                                                        |
| 3806 UPSHUR ST, BRENTWOOD, MD 20722-1338 PRINCE GEORGE'S               | (Nov 2016 - Sep 2023)                                                                           |                                                                                                                          |
| 3990 HICOCK ST APT A2, SAN DIEGO, CA 92110-4347 SAN DIEGO              | (Aug 2018 - Aug 2018)                                                                           |                                                                                                                          |
| PO BOX 77166, WASHINGTON, DC 20013-8166 D.C.                           | (Feb 2018 - Jun 2021)                                                                           |                                                                                                                          |
| 1608 7TH ST NW FL 3, WASHINGTON, DC 20001-3204 D.C.                    | (Jan 2008 - Jun 2015)                                                                           |                                                                                                                          |
| 1421 BAYHEAD DR APT 228, VIRGINIA BEACH, VA 23453-5621 VIRGINIA BEACH  | (Nov 1992 - Mar 2010)                                                                           |                                                                                                                          |
| 1421 BAYHEAD DR, SHIPPS CORNER, VA 23453-5621 VIRGINIA BEACH           | (Oct 2002 - Jun 2008)                                                                           |                                                                                                                          |
| 1339 14TH ST NW APT 4, WASHINGTON, DC 20005-3624 D.C.                  | (Mar 2003 - Nov 2013)                                                                           |                                                                                                                          |
| 1308 12TH ST NW APT D, WASHINGTON, DC 20005-4435 D.C.                  | (May 2002 - Nov 2002)                                                                           |                                                                                                                          |
| 1704 ANAPUNI ST APT 3D, HONOLULU, HI 96822-4425 HONOLULU               | (Feb 1999 - Jan 2003)                                                                           |                                                                                                                          |
| 1050 KINAU ST APT 1208, HONOLULU, HI 96814-1022 HONOLULU               | (Jan 1999 - Jan 2003)                                                                           |                                                                                                                          |
| 8521 WILD SPRUCE DR, SPRINGFIELD, VA 22153-1843 FAIRFAX                | (Oct 1992 - May 2008)                                                                           |                                                                                                                          |
| 724 SANDERS CIR, HONOLULU, HI 96818-3613 HONOLULU                      | (Jun 1996 - Jan 1999)                                                                           |                                                                                                                          |
| 768 HAMPSHIRE LN APT 201, VIRGINIA BEACH, VA 23462-1131 VIRGINIA BEACH | (Oct 1995 - Mar 1998)                                                                           |                                                                                                                          |
| 7129 LAYTON DR, SPRINGFIELD, VA 22150-2014 FAIRFAX                     | (Feb 1996 - Feb 1996)                                                                           |                                                                                                                          |
| 571 MT DELL DR, CLAYTON, CA 94517-1502 CONTRA COSTA                    | (Apr 1994 - Apr 1994)                                                                           |                                                                                                                          |
| PO BOX 446, SPRINGFIELD, VA 22150-0446 FAIRFAX                         | (Nov 2001 - Nov 2001)                                                                           |                                                                                                                          |
| Associated Phone Numbers Summary                                       |                                                                                                 |                                                                                                                          |
| 8 Phone(s) found:                                                      |                                                                                                 |                                                                                                                          |
| (202) 276-0592                                                         | ★★★★★ (Phones Plus) (10/01/2006 - 08/14/2025 ) (SEAN G METCALF )                                |                                                                                                                          |
| (619) 818-3648                                                         | ★★★★★ (Phones Plus) (08/01/2018 - 07/01/2023 ) (SEAN METCALF )                                  |                                                                                                                          |
| (202) 723-1505                                                         | ★★★★★ (Phones Plus) (11/01/2008 - 08/31/2025 ) (SEAN G METCALF )                                |                                                                                                                          |
| (760) 683-9218                                                         | ★★★★★ (Phones Plus) (SEAN METCALF )                                                             |                                                                                                                          |
| (202) 450-4961                                                         | ★★★★ (Old Phone) (02/2010 - 05/2015 )                                                           |                                                                                                                          |
| (202) 621-9468                                                         | ★★★★ (Old Phone) (06/2009 - 01/2010 )                                                           |                                                                                                                          |
| (757) 468-8676                                                         | ★★★★ (Old Phone) (10/2002 - 03/2010 )                                                           |                                                                                                                          |
| (808) 839-3466                                                         | ★★★★ (Old Phone)                                                                                |                                                                                                                          |
| Criminal & Traffic Records Summary                                     |                                                                                                 |                                                                                                                          |
| 7 Criminal & Traffic Record(s) found:                                  |                                                                                                 |                                                                                                                          |
| 06/05/2003 - BENCH WARRANT                                             |                                                                                                 |                                                                                                                          |
| 11/30/2002 - ASAP NON-COMP                                             |                                                                                                 |                                                                                                                          |
| 11/30/2002 - DWI, 1ST                                                  |                                                                                                 |                                                                                                                          |
| 07/27/1995 - PARK TICK # B43804                                        |                                                                                                 |                                                                                                                          |
| 12/08/1995 - FAILURE TO APPEAR                                         |                                                                                                 |                                                                                                                          |
| 10/14/1995 - SPEEDING 71/55                                            |                                                                                                 |                                                                                                                          |
| 10/14/1995 - DRIVING W/ O.L. SUSP                                      |                                                                                                 |                                                                                                                          |
| Current Vehicle Summary                                                |                                                                                                 |                                                                                                                          |
| NONE FOUND                                                             |                                                                                                 |                                                                                                                          |
| Historical Vehicle Summary                                             |                                                                                                 |                                                                                                                          |
| 2 Historical Vehicle Record(s) found:                                  |                                                                                                 |                                                                                                                          |
| 2013 Smart Fortwo - WMEEJ3BA7DK701625 - FG9062 (DC)                    |                                                                                                 |                                                                                                                          |
| 2006 Infiniti M45 - JNKBY01E86M200149 - DH7862 (DC)                    |                                                                                                 |                                                                                                                          |
| People at Work Summary                                                 |                                                                                                 |                                                                                                                          |
| 7 People at Work Record(s) found:                                      |                                                                                                 |                                                                                                                          |
| 51 STRATEGIES L.L.C. - MANAGER (Mar 2024 - Jul 2025)                   |                                                                                                 |                                                                                                                          |
| 51 STRATEGIES L.L.C. - MANAGER (Oct 2022 - Dec 2023)                   |                                                                                                 |                                                                                                                          |
| 51 STRATEGIES L.L.C. (Jun 2021 - Apr 2022)                             |                                                                                                 |                                                                                                                          |
| 51 STRATEGIES L.L.C. (Apr 2018 - May 2021)                             |                                                                                                 |                                                                                                                          |
| 51 STRATEGIES LLC - AGENT (Jan 2014 - Jan 2014)                        |                                                                                                 |                                                                                                                          |
| COMMUNICATIONS CONSORTIUM MEDIA CENTER                                 |                                                                                                 |                                                                                                                          |
| COMMUNICATIONS CONSORTIUM MEDIA CENTER - ADMINISTRATIVE ASSISTANT      |                                                                                                 |                                                                                                                          |

| Record Counts                     |    |
|-----------------------------------|----|
| Addresses                         | 19 |
| Aircraft Registrations            | 0  |
| Aliases                           | 5  |
| Associates                        | 4  |
| Bankruptcies                      | 0  |
| Civil Court Records               | 0  |
| Corporate Affiliations            | 2  |
| Criminal & Traffic Records        | 7  |
| Current Motor Vehicles            | 0  |
| DEA Controlled Substance Licenses | 0  |
| Drivers Licenses                  | 1  |
| Email Addresses                   | 2  |
| FAA Certifications                | 0  |
| Firearms/Explosives Licenses      | 0  |
| Foreclosures                      | 0  |
| Historical Motor Vehicles         | 2  |
| Historical Neighbors              | 4  |
| Hunting/Fishing Licenses          | 0  |
| Imposters                         | 0  |
| Liens and Judgments               | 2  |
| Neighbors                         | 4  |
| Notices of Defaults               | 0  |
| People at Work                    | 7  |
| Phone Records                     | 9  |
| Professional Licenses             | 0  |
| Property Records                  | 3  |
| Relatives (1st Degree)            | 14 |
| Sexual Offenses                   | 0  |
| Student Information               | 1  |
| Student Records                   | 1  |
| UCC Filings                       | 0  |
| Utilities                         | 1  |
| Voter Registrations               | 5  |
| Watercraft Records                | 0  |
| Weapon Permits                    | 0  |

**COMPREHENSIVE REPORT****MS SONYA AMANDA DEFREITAS****REPORT CRITERIA**

Name: SONYA AMANDA DEFREITAS  
Person ID: 003378332087  
Reference Code:

GLBA: Fraud Prevention or Detection  
DPPA: Use in the Normal Course of Business

**REPORT SUMMARY**

| Subject Information<br>(Best Information for Subject)                                        | Indicators                                                                       |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>MS SONYA AMANDA DEFREITAS</b> (Female)<br><b>578-33-####</b><br><b>03###1978</b> (Age 47) | Property: <b>Yes</b><br>Corporate Affiliation: <b>Yes</b><br>Deceased: <b>No</b> |

**Report Legend**

-  Shared Address
-  Verified Address
-  Deceased
-  High Risk Indicator

**Record Counts**

|                                   |    |
|-----------------------------------|----|
| Addresses                         | 13 |
| Aircraft Registrations            | 0  |
| Aliases                           | 12 |
| Associates                        | 2  |
| Bankruptcies                      | 0  |
| Civil Court Records               | 0  |
| Corporate Affiliations            | 4  |
| Criminal & Traffic Records        | 0  |
| Current Motor Vehicles            | 0  |
| DEA Controlled Substance Licenses | 0  |
| Drivers Licenses                  | 0  |
| Email Addresses                   | 2  |
| FAA Certifications                | 0  |
| Firearms/Explosives Licenses      | 0  |
| Foreclosures                      | 0  |
| Historical Motor Vehicles         | 4  |
| Historical Neighbors              | 4  |
| Hunting/Fishing Licenses          | 0  |
| Imposters                         | 0  |
| Liens and Judgments               | 0  |
| Neighbors                         | 4  |
| Notices of Defaults               | 0  |
| People at Work                    | 4  |
| Phone Records                     | 5  |
| Professional Licenses             | 0  |
| Property Records                  | 5  |
| Relatives (1st Degree)            | 21 |
| Sexual Offenses                   | 0  |
| Student Information               | 1  |
| Student Records                   | 1  |
| UCC Filings                       | 0  |
| Utilities                         | 0  |
| Voter Registrations               | 1  |
| Watercraft Records                | 0  |
| Weapon Permits                    | 0  |

**Associated Addresses****13 Address Record(s) found:**

|                                                                                                                                                     |                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>2828 OAKWOOD CREEK WAY, ESCONDIDO, CA 92027-5250 SAN DIEGO</b>  | <b>(Oct 2023 - Sep 2025)</b> |
| 10619 PINION TRL, ESCONDIDO, CA 92026-7331 SAN DIEGO                                                                                                | (Dec 2014 - Jun 2025)        |
| 3806 UPSHUR ST, BRENTWOOD, MD 20722-1338 PRINCE GEORGE'S                                                                                            | (Dec 2014 - Jun 2024)        |
| 10619 KENYON TRL, ESCONDIDO, CA 92026 SAN DIEGO                                                                                                     | (Dec 2019 - Apr 2020)        |
| 8720 GEORGIA AVE STE 800, SILVER SPRING, MD 20910-3602 MONTGOMERY                                                                                   | (Dec 2018 - Dec 2018)        |
| 3630 WARDER ST NW, WASHINGTON, DC 20010-1645 D.C.                                                                                                   | (Jul 2013 - Apr 2019)        |
| 11374 CHERRY HILL RD UNIT 104, BELTSVILLE, MD 20705-3767 PRINCE GEORGE'S                                                                            | (Feb 2010 - Sep 2015)        |
| 4703 ERIE ST STE 190, COLLEGE PARK, MD 20740-1850 PRINCE GEORGE'S                                                                                   | (Jan 2004 - May 2017)        |
| 3806 BRENTWOOD, BRENTWOOD, MD 20722 PRINCE GEORGE'S                                                                                                 | (Nov 2016 - Nov 2016)        |
| 3323 16TH ST NW APT 33, WASHINGTON, DC 20010-2243 D.C.                                                                                              | (Dec 2001 - Jul 2004)        |
| 110 STATON DR, UPPER MARLBORO, MD 20774-1802 PRINCE GEORGE'S                                                                                        | (Nov 2013 - Aug 2016)        |
| 3900 HICOCK ST, SAN DIEGO, CA 92110-4316 SAN DIEGO                                                                                                  | (Feb 2019 - Feb 2019)        |
| 3323 6TH ST SE, WASHINGTON, DC 20032-3812 D.C.                                                                                                      | (May 2004 - May 2004)        |

**Associated Phone Numbers Summary****5 Phone(s) found:**

|                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (202) 246-2910  (Phones Plus) (11/01/2013 - 07/01/2025 ) (SONYA A DEFREITAS-METCALF ) |
| (301) 565-9013  (Phones Plus) (SONYA BROOKE )                                         |
| (760) 683-9218  (Phones Plus) ( <b>SONYA METCALF</b> )                                |
| (240) 965-7365  (Old Phone) (12/2010 - 05/2015 )                                      |
| (301) 313-0313  (Old Phone) (03/2010 - 08/2010 )                                      |

**Criminal & Traffic Records Summary**

NONE FOUND

**Current Vehicle Summary**

NONE FOUND

**Historical Vehicle Summary****4 Historical Vehicle Record(s) found:**

|                                                      |
|------------------------------------------------------|
| 2010 Mazda 3 - JM1BL1SG5A1135177 - FA1419 (DC)       |
| 2007 Dodge Charger - 2B3KA43G37H778256 - 4EHL62 (MD) |
| 2004 Mazda 6 - 1YVFP80CX45N36813 - 6AWF37 (MD)       |
| 1994 Buick Regal - 2G4WB55L3R1459699 - BH8603 (DC)   |

**People at Work Summary****4 People at Work Record(s) found:**

|                                                             |
|-------------------------------------------------------------|
| <b>51 STRATEGIES, LLC - MEMBER</b> (Jan 2020 - Aug 2025)    |
| <b>51 STRATEGIES L.L.C. - MANAGER</b> (Mar 2024 - Jul 2025) |
| <b>51 STRATEGIES L.L.C. - MANAGER</b> (Oct 2022 - Dec 2023) |
| <b>51 STRATEGIES L.L.C. (Jun 2021 - Apr 2022)</b>           |

**Drivers Licenses**

NONE FOUND

**Bankruptcy Record(s) found:**

NONE FOUND

## Aliases (12 Found)

SONYA AMANDA DEFREITAS (Female) (Current) - 03/###/1978 (47) (Correct) - 578-33-#### issued in District of Columbia between 08/02/2001 and 03/03/2003  
SONYA A DEFREITAS (Current) - 03/###/1978 (47) (Correct) - 578-33-#### issued in District of Columbia between 08/02/2001 and 03/03/2003  
SONYA DEFREITAS - 03/###/1978 (47) (Correct) - 578-33-#### issued in District of Columbia between 08/02/2001 and 03/03/2003  
SONYA A BROOKE - 03/###/1978 (47) (Correct) - 578-33-#### issued in District of Columbia between 08/02/2001 and 03/03/2003  
SONYA A DFREITAS - 03/###/1978 (47) (Correct) - 578-33-#### issued in District of Columbia between 08/02/2001 and 03/03/2003  
**SONYA A METCALF - 03/###/1978 (47) (Correct) - 578-33-#### issued in District of Columbia between 08/02/2001 and 03/03/2003**  
SONYA DEFREITA - 03/###/1978 (47) (Correct) - 578-33-#### issued in District of Columbia between 08/02/2001 and 03/03/2003  
**SONYA DEFREITAS METCALF - 03/###/1978 (47) (Correct) - 578-33-#### issued in District of Columbia between 08/02/2001 and 03/03/2003**  
SONYA BOOKE - 03/###/1978 (47) (Correct) - 578-33-#### issued in District of Columbia between 08/02/2001 and 03/03/2003  
SONYA BROOK - 03/###/1978 (47) (Correct) - 578-33-#### issued in District of Columbia between 08/02/2001 and 03/03/2003  
SONYA G METCALF - 03/###/1978 (47) (Correct) - 578-33-#### issued in District of Columbia between 08/02/2001 and 03/03/2003  
SONYA BROOKE - 578-33-#### issued in District of Columbia between 08/02/2001 and 03/03/2003

## Imposters (Individuals with who share SSN with subject) (None Found)

NO RECORDS

## Bankruptcies (None Found)

NO RECORDS

## Liens/Judgments (None Found)

NO RECORDS

## Foreclosures (None Found)

NO RECORDS

## Properties (5 Found)

### 5 Property Record(s) found:

3806 UPSHUR ST, BRENTWOOD, MD 20722-1338 PRINCE GEORGE'S - Assessed  
3806 UPSHUR ST, BRENTWOOD, MD 20722-1338 PRINCE GEORGE'S - Deed  
4703 ERIE ST, COLLEGE PARK, MD 20740-1850 PRINCE GEORGE'S - Assessed  
4703 ERIE ST, COLLEGE PARK, MD 20740-1850 PRINCE GEORGE'S - Deed  
4703 ERIE ST, COLLEGE PARK, MD 20740-1850 PRINCE GEORGE'S - Deed

### 3806 UPSHUR ST, BRENTWOOD, MD 20722-1338 PRINCE GEORGE'S - Assessed

#### Owners

**MS SONYA A D METCALF**

MR MR G METCALF

#### Seller

SJP INVESTMENTS LLC

#### Assessment

Parcel Number: 17-1954411

Sale Date: 10/23/2016

Mortgage Loan Amount: \$322,059

Mortgage Lender: CALIBER HM LOANS INC

Assessed Improvement Value: 224,200

Market Improvement Value: 224,200

Assessed Value Year: 2024

Tax Amount: 616.68

Recording Date: 11/21/2016

Recorder Location: pg 592, 38768

Subdivision: HOLLADAY COS ADD

Brief Description: HOLLADAY CO ADDN

#### Features

Year Built: 1978

No of Baths: 3.00

Garage Type: CARPORT

Heating: HOT AIR

Land Square Footage: 7,500

Location: PRINCE GEORGES MD

Sales Price: \$328,000

Mortgage Loan Type: FEDERAL HOUSING AUTHORITY

Assessed Total Value: \$339,900

Market Land Value: 115,700

Market Total Value: 339,900

Tax Year: 2024

Assessee Ownership Rights: TENANTS BY ENTIRITY

Prior Recording Date: 04/12/2016

Lot Number: 4

3806 UPSHUR ST,  
BRENTWOOD, MD  
20722-1338 PRINCE  
GEORGE'S - Assessed

### 3806 UPSHUR ST, BRENTWOOD, MD 20722-1338 PRINCE GEORGE'S - Deed

#### Buyer/Owner

MS SONYA A D METCALF

3806 UPSHUR ST,  
BRENTWOOD, MD  
20722-1338 PRINCE  
GEORGE'S - Deed

## Exhibit “E”

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) Sean Germaine Metcalf

as (B) Agent for Service of Process

of (C) 51 STRATEGIES L.L.C. dba S&S Towing

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 as 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 13 day of March

  
\_\_\_\_\_  
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

(TITLE)

of

(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*

**LAW OFFICES OF JERRY L. STEERING**

Jerry L. Steering (SBN 122509)

[jerry@steeringlaw.com](mailto:jerry@steeringlaw.com) ; [jerrysteering@yahoo.com](mailto:jerrysteering@yahoo.com)

Brenton Whitney Aitken Hands (SBN 308601)

[brentonaitken@gmail.com](mailto: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-thefts<sup>1</sup> 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.<sup>2</sup>

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

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22  
23  
24 <sup>1</sup> 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 <sup>2</sup> 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 Apartments<sup>3</sup>.

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 Apartments<sup>4</sup>.

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 <sup>3</sup> Located at 6421 Bayview Heights Pl, San Diego, CA 92105.

<sup>4</sup> 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 Impounds<sup>5</sup> 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

<sup>5</sup> 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 Diego<sup>6</sup>.

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 rights<sup>7</sup>.

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 <sup>6</sup> And/or with some other public entity.

28 <sup>7</sup> 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 Diego<sup>8</sup>.

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 Manager<sup>9</sup> and/or the Chief of Police of the San Diego Police  
12 Department<sup>10</sup> and/or Assistant or Deputy Chiefs of Police of the San Diego Police  
13 Department<sup>11</sup> and/or Commanders of the San Diego Police Department<sup>12</sup> and/or  
14 Captains of the San Diego Police Department<sup>13</sup> and/or Lieutenants of the San  
15 Diego Police Department<sup>14</sup> and/or Sergeants of the San Diego Police  
16 Department<sup>15</sup> and other Supervisory peace officers of the San Diego Police  
17 Department<sup>16</sup> (as described herein, above and below), and were policy making  
18 and/or final policy making officials with defendant City of San Diego<sup>17</sup>

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 <sup>8</sup> And/or with some other public entity.

24 <sup>9</sup> And/or of some other public entity.

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

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

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

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

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

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

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

<sup>17</sup> And/or with some other public entity.

1 course of and within the scope of their employment with defendant City of San  
2 Diego<sup>18</sup>, 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 Diego<sup>19</sup> via their status with and actions for the San  
7 Diego Police Department and/or otherwise with defendant CITY<sup>20</sup>.

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 Diego<sup>21</sup> 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 rights<sup>22</sup>.

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 <sup>18</sup> And/or with some other public entity.

26 <sup>19</sup> And/or with some other public entity.

27 <sup>20</sup> And/or with some other public entity.

28 <sup>21</sup> And/or with some other public entity.

<sup>22</sup> 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 Elantra<sup>23</sup> 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 <sup>23</sup> 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 TOWING<sup>24</sup>, 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 car<sup>25</sup>.

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

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

<sup>25</sup> 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 her<sup>26</sup>.

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 lane<sup>27</sup>," 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 <sup>26</sup> 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."

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

lane<sup>28</sup>.

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 6<sup>29</sup> 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 TOWING<sup>30</sup>; either defendants SEAN METCALF and/or SONYA METCALF and/or DOE 1 and/or DOE 2, and that person demanded identification from

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<sup>28</sup> 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".

<sup>29</sup> Defendants DOE 4 and/or DOE 5 and/or DOE 6

<sup>30</sup> 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 TOWING<sup>31</sup>, 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 <sup>31</sup> 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 theft<sup>32</sup> and felony extortion<sup>33</sup>.

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.

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27 <sup>32</sup> Cal. Penal Code § 487(d) (grand theft auto) and Cal. Veh Code § 10851 (taking vehicle  
without consent).

28 <sup>33</sup> 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 CITY<sup>34</sup> and  
24 DOES 7 through 10, inclusive, were not adequate to train their police officers and  
25 other sworn peace officer personnel employed by CITY<sup>35</sup> 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 <sup>34</sup> and/or some other public entity.

<sup>35</sup> and/or some other public entity.

1 police officers<sup>36</sup> about California Private Property Impound towing laws, such as  
2 on Cal. Veh. Code § 22658(l)<sup>37</sup> and Cal. Veh. Code § 22658(g)(1)(B) and (C)<sup>38</sup>,  
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 LANE<sup>39</sup>, 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 CITY<sup>40</sup> 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.

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18  
19 <sup>36</sup> and/or police officers employed by some other public entity.

20 <sup>37</sup> 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 <sup>38</sup> 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.

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

<sup>40</sup> 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 Tow<sup>41</sup> any vehicles parked next to any red curb in said apartment complexes<sup>42</sup>,  
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,  
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15 <sup>41</sup> “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.

<sup>42</sup> 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 CITY<sup>43</sup>, 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 <sup>43</sup> 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 Tow<sup>44</sup> the Hillside Views Apartments, that included unlawfully towing

24 <sup>44</sup> "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,  
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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 through 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 tow<sup>45</sup> 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

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<sup>45</sup> 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 tow<sup>46</sup> 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 tow<sup>47</sup> 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

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<sup>46</sup> 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.

<sup>47</sup> 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 tow<sup>48</sup>  
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 tow<sup>49</sup> 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

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27 <sup>48</sup> 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 <sup>49</sup> 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 tow<sup>50</sup> 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  
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28 <sup>50</sup> 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 CITY<sup>51</sup> 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 officers<sup>52</sup> about California Private Property Impound towing  
13 laws, such as on Cal. Veh. Code § 22658(l)<sup>53</sup> and Cal. Veh. Code §  
14 22658(g)(1)(B) and (C)<sup>54</sup>, 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  
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21 <sup>51</sup> Or some other public entity.

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

23 <sup>53</sup> 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.

<sup>54</sup> 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 LANE<sup>55</sup> 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 <sup>55</sup> 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 tow<sup>56</sup> 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.,

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25  
26  
27 <sup>56</sup> 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  
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**Civil Action No. 25-cv-0329-BAS-AHG**

Date 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 E - 51**

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# 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.

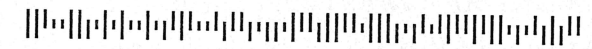


7022 2410 0001 8622 5585

**\$14.44<sup>0</sup>**  
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



51 STRATEGIES LLC DBA S&S TOWING  
Attn: Sean Metcalf  
2828 OAKWOOD CREEK WAY  
ESCONDIDO CA 92027-5250

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                       |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>                                                                                                                                                                                                                        |  | <p>A. Signature <input type="checkbox"/> Agent<br/><b>X</b> <input type="checkbox"/> Addressee</p>                                                                                                                                                                                      |                     |
| 1. Article Addressed to:<br>51 Strategies dba SDS Towing<br>2828 Oakwood Creek Way<br>Escondido, CA 92027                                                                                                                                                                                                                                                                                                                                                                                   |  | B. Received by (Printed Name)                                                                                                                                                                                                                                                           | C. Date of Delivery |
| 2. Article Number (Transfer from service label)<br>7022 2410 0001 8622 5585                                                                                                                                                                                                                                                                                                                                                                                                                 |  | D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br>If YES, enter delivery address below: <input type="checkbox"/> No                                                                                                                                         |                     |
| 3. Service Type<br><input checked="" type="checkbox"/> Adult Signature<br><input type="checkbox"/> Adult Signature Restricted Delivery<br><input type="checkbox"/> Certified Mail®<br><input type="checkbox"/> Certified Mail Restricted Delivery<br><input type="checkbox"/> Collect on Delivery<br><input type="checkbox"/> Collect on Delivery Restricted Delivery<br><input type="checkbox"/> Insured Mail<br><input type="checkbox"/> Registered Mail Restricted Delivery (over \$500) |  | <input type="checkbox"/> Priority Mail Express®<br><input type="checkbox"/> Registered Mail™<br><input type="checkbox"/> Registered Mail Restricted Delivery<br><input type="checkbox"/> Signature Confirmation™<br><input type="checkbox"/> Signature Confirmation Restricted Delivery |                     |

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

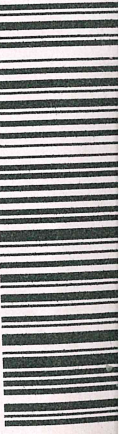
3/3

52/82/8000 0001 31 016 SIXIN

66300-181072N47E2 5262209926 : 28

DESSER ADDRESSE  
SENDER TO RETURN

UNDELIVERED TO  
FORWARD TO



2022 2410 0001 8522 5585

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

51 STRATEGIES LLC DBA S&S TOWING  
Attn: Sean Metcalf  
2828 OAKWOOD CREEK WAY  
ESCONDIDO CA 92027-5250

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

**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:  
51 Strategies aka SDS Towing  
2828 Oakwood Creek Way  
Escondido, CA 92027

2. Article Number (Transfer from service label)  
9590 9402 9105 4225 7384 08

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 (over \$500)  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

**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

Domestic Return Receipt

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

063S0014950462



51 STRATEGIES LLC DBA S&S TOWING  
Attn: Sean Metcalf  
2828 OAKWOOD CREEK WAY  
ESCONDIDO CA 92027-5250