City of Mountain View

Rent Stabilization Program

(650) 903-6149 | mvrent@mountainview.gov
Mountainview.gov/rentstabilization

COMMUNITY STABILIZATION AND FAIR RENT ACT (CSFRA)
REQUEST FOR APPEAL OF PETITION HEARING DECISION

Communications and submissions during the COVID-19 Pandemic: To the extent practicable, all communications, submissions and notices shall be sent via email or other electronic means.

Any Party to a petition may appeal the Decision by *serving a written Request for Appeal on all applicable parties and then filing a copy of the completed form with the City* within **fifteen (15) calendar days** after the mailing of the Petition Decision. If no Appeals are filed within fifteen (15) calendar days, the decision will be considered final.

I hereby Appeal the Hearing Officer's Decision for the following Petition to the Rental Housing Committee:

Petition Case Number: C23240057 + C23240058

Name of Hearing Officer: E. Alexandra DeLateur Decision Date: Oct. 7, 2024

For the following Property Address, including Unit Number(s), if applicable:

251 Higdon Ave. [redacted]
(Street Number) (Street Name) (Unit Number)

Person Appealing the Hearing Officer Decision *(if more than one person is appealing the petition decision, attach their contact information as applicable)*:

Name: Leonard & Pamalee Siegal Phone: [redacted]

Mailing Address: [redacted] ail: [redacted]

I am: ☐ A tenant affected by this petition. ☒ A landlord affected by this petition.

Reason for Appeal:

Please use the space below to clearly identify what issue and part of the Decision is the subject of the appeal (include section headings and subheadings, as necessary). Thoroughly explain the grounds for the appeal. For each issue you are appealing, provide the legal basis why the Rental Housing Committee should affirm, modify, reverse, or remand the Hearing Officer's Decision. *(continue on the next page; add additional pages if needed)*

See Attached

Filing Instructions:

Once you have completed this form and attached all relevant documents, **serve all parties with complete copies** before formally filing the Appeal with the City. Once served, please file a copy of the completed form with the City of Mountain View via email (preferred method) to patricia.black@mountainview.gov or by mailing to 500 Castro Street, Mountain View, CA 94041.

Declaration:

I (we) declare under penalty of perjury under the laws of the State of California that the foregoing and all attached pages, including documentation, are true correct, and complete.

Signature: _____ Date: _____

Print Name: Leonard Siegal

Este formulario está disponible en inglés y español. | 此表格有英文和中文版本

DISCLAIMER: Neither the Rental Housing Committee nor the City of Mountain View make any claims regarding the adequacy, validity, or legality of this document under State or Federal law. This document is not intended to provide legal advice. Please visit mountainview.gov/rentstabilization or call 650-903-6136 for further information.

Reason for Appeal *(Continued)*

See Attached

Proof of Service of Request for Appeal of Petition Hearing Decision

I declare that I am over eighteen years of age, and that I served one copy of the attached Appeal of Petition Hearing Decision after Remand on the ***affected party(ies) listed below by***:

☐ **Personal Service**

Delivering the documents in person on the ____ day of _____, 20____, at the address(es) or location(s above to the following individual(s).

☒ **Mail**

Placing the documents, enclosed in a sealed envelope with First-Class Postage fully paid, into a U.S. Postal Service Mailbox on the 14 day of October, 2024 addressed as follows to the following individual(s).

Keila Garcia, [redacted]

☐ **Email**

Emailing the documents on the ____ day of _____, 20____, at the email address(es) as follows to the following individual(s).

Respondents

INSERT RESPONDENT NAME
INSERT RESPONDENT ADDRESS
INSERT RESPONDENT EMAIL

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

Executed on this 14 day of October, 2024

Signature: [signature]

Print Name: Leonard Siegal

Address: [redacted]

RESPONDENTS' APPEAL OF PETITION HEARING DECISION

V. Findings of Fact

The Hearing Officer made a finding in Section 15 that Petitioner failed to pay her rent for September and October 2023. That "finding" is not correct. The evidence established that Petitioner paid the rent in September but failed to pay the rent for October and November when, as acknowledged by the Hearing Officer, the lease expired on November 30, 2023.

VII. A. 1. Standing

The Hearing Officer's Decision stated that the petition was filed 133 days after Petitioner vacated the property. To be accurate the correct number of days is 164 (October 31, November 30, December 31, January 31, February 29, and March 12 = 164 days).

VII. A. 2. Constitutional Argument Against the Rollback of Rents to October 19, 2015 Level

The Hearing Officer's Decision states that "Hearing officers do not have the authority to consider the validity of the CSFRA." There was no authority cited to support this statement. The Hearing Officer has the authority not to enforce a portion of the ordinance that is in clear violation with the California Constitution.

The California Constitution, Article I, Section 9, clearly and expressly states that

> "A…law impairing the obligations of contracts may not be passed."

A city's regulatory authority may be restricted if the proposed local ordinance or regulation conflicts with state general laws. Statutory preemption is a constitutional law doctrine that allows higher levels of government to displace lower levels of government when laws conflict. Stated another way, a local ordinance will be preempted by state law when it is in express conflict with state law (i.e., the state Constitution). In County of Los Angeles v. Rockhold (3 Cal.2d 192), where the court was asked to decide whether a 1933 refunding statute impairs the obligation of any contract in violation of the California Constitution, it was stated:

> "The Constitution forbids the passage of a law impairing the obligation of a contract…It follows that a law enacted after such contract is made, and which materially alters the remedy of the bondholder to enforce his lien by means of a sale, or the rights of the owner under the law existing at the

time the bond was issued, cannot apply to previous contracts and can have only a prospective effect."

The evidence presented established that Petitioner signed a Lease Renewal Agreement each year commencing 2010 through and including 2022 contracting to lease the property for an additional year at the stated rent. This was, and is, a contract. Any attempt by the ordinance to change the contract is an impairment of the terms of the contract and are invalid as a matter of law.

The Hearing Officer's Decision states that "An existing tenant need not sign a new lease renewal to continue a tenancy in Mountain View". That is correct. However, the lease renewals in question were signed **before** the voter approved ordinance went into effect. Therefore, as a matter of law Article I, Section 9, still applies.

The Hearing Officer surmises that "Respondent might argue that a tenant signature on a renewal lease [could] serve as a waiver of the tenant's rights under the CSFRA." This comment has nothing to do with any of Petitioner's claims as there is no claim of a waiver of rights under the CSFRA.

The Hearing Officer also surmises that a refusal to sign a lease renewal is not a basis for a Just Cause Termination. This comment also has nothing to do with any of Petitioner's claims as Petitioner never refused to sign a lease renewal agreement and there was no attempted eviction.

Based upon the California Constitution, Article I, Section 9, the CSFRA ordinance can only have a prospective effect once enacted and as such the Hearing Officer's Decision should be reversed.

VII. C. Were the Rent Increases Lawful

The Hearing Officer's Decision states that "Some of the rent increases were implemented more frequently that every twelve (12) months…" This statement is not supported by the evidence, i.e., the lease renewal agreements produced by Respondents reflect the following:

Lease Renewal Term	Lease Term
December 1, 2016-November 30, 2017	12 months
December 1, 2017-November 30, 2018	12 months
December 1, 2018-November 30, 2019	12 months
December 1, 2019-November 30, 2020	12 months
December 1, 2020-November 30, 2021	12 months
December 1, 2021-November 30, 2022	12 months
December 1, 2022- November 30, 2023	12 months

As demonstrated above, there were no rent increases more frequently than 12 months.

The Hearing Officer's Decision also states that "Respondent raised the rent in modest amounts, although not exactly according to the CSFRA's allowed AGA…as required…" However, the Hearing Officer failed to identify which rent increases were not in compliance. In fact, the evidence showed that all rent increases were in accordance with the CSFRA's allowed AGA and were in compliance with Article I, Section 9 of the Constitution's "no impairment of contract" provision

The Hearing Officer's Decision states that "Petitioner testified that she would ask for a Notice and Mrs. Siegal would promise to provide it, but it was not received." First, there was no such testimony to support this statement. Second, the lease renewal agreements and notices were mailed together to Petitioner at her address (251 Higdon Avenue, Unit [redacted] Mountain View, CA). Third, Petitioner acknowledged and signed the lease renewal agreements, but denies receiving the Notices that accompanied the agreements. Fourth, a mailing properly addressed and mailed is presumed to have been received. California Evidence Code section 641 provides that:

> "A letter correctly addressed and properly mailed is presumed to have been received in the ordinary course of mail."

Based upon the facts and Evidence Code section 641, the Hearing Officer's Decision should be reversed.

VII. D. Were Respondents in Substantial Compliance with the Registration and Fees Required by the CSFRA Landlords?

The Hearing Officer's Decision states that "The City's Community Portal shows that this property was not registered for 2021 or 2022."

The hearing on the petition is to be based on the evidence and testimony submitted for and at the hearing (CSFRA Regulation Chapter 5, Section "G" "3. No individual claims shall be approved by a Hearing Officer unless supported by the preponderance of the evidence in the hearing record."). It is clear that the Hearing Officer undertook to conduct her own investigation, i.e., she considered information beyond what was contained in the hearing record. The CSFRA's Regulations do not authorize or empower a Hearing Officer to conduct an investigation outside of what was submitted at the hearing. In any event, Respondents have no control over what the City's Community Portal shows or the accuracy thereof.

Further, the Hearing Officer's Decision fails to properly address Respondents' evidence that the accuracy of the City's Rent Stabilization Division were problematic. Referring to the year 2023, Respondents' evidence reflects that they submitted the yearly registration form and a check for the fees. Thereafter, the City sent a notice stating that no

registration form or fees were received. After several back and forth communications, the City finally acknowledged receiving the check for the fees. However, this was only after a copy of the negotiated check was provided to the City. In order to resolve the matter, another copy of the registration form was provided. A copy of the checks, registration form and letters were produced in Respondents' Response.

The Hearing Officer's Decision also fails to acknowledge that in 2021 and 2022 Respondents paid the fees but the City failed to acknowledge receipt of the registration forms, just as they did in 2023. It should be noted that no Notice of Noncompliance of the registration violations for 2021 and 2022 were ever provided to Respondents as provided for in Chapter 12, Section "D", of the CSFRA Regulations.

Based upon the facts and the questionable accuracy of the City's record keeping, the Hearing Officer's Decision should be reversed.

PETITIONER FAILED TO TAKE THE NECESSARY ACTIONS TO STOP THE HARASSMENT

Petitioner claims she was harassed starting in 2009 through 2023. Petitioner's remedy was either to (1) not renew the lease and vacate the property, or (2) file for a Restraining Order.

(1) Despite the claimed ongoing harassment, Petitioner signed lease renewal agreements each year from 2010 through 2022. There were thirteen (13) such lease renewals. The evidence presented showed that Petitioner never objected nor refused to sign the lease renewals based on the harassment or for any other reason.

(2) Despite the claimed ongoing harassment, Petitioner did not apply for a Restraining Order until 13 years after she first claimed the harassment started. No Restraining Order was applied for until July 2023. It should be noted that Petitioner acknowledged that she did not even contact the police until mid-2023.

Despite failing to take appropriate action to protect herself, Petitioner seeks to the blame to Respondents for not stopping the claimed harassment despite not providing any evidence of the harassment until towards the end of her tenancy in August/September 2023. The evidence shows that once a copy of the Restraining Order was provided to Respondents a Notice of Lease Violation was given to the neighbor as required by the ordinance. Since there was no information of continued harassment after the Notice was given, Respondents were powerless under the ordinance to take any action.

THE SUBJECT MATTER OF THE PETITION INVOLVING A DISPUTE BETWEEN TENANTS AND DOES NOT FALL WITHIN THE SCOPE OF THE ORDINANCE

The Mountain View Rent Control Ordinance regulates how much a landlord can increase rent and when a landlord can evict tenants (CSFRA, Section 1700 "…controlling excessive rent increases and arbitrary evictions…") and maintaining a rental unit in compliance with health and safety and building codes, Civil Code Section 1941.1 (CSFRA, Section 1710 (b)(1)). There is nothing mentioned in the CSFRA concerning disputes among tenants.

The primary subject matter of the Petition involves a dispute between tenants. As such, this portion of the Petition does not fall within the scope of the ordinance. Therefore, the Hearing Officer had no power or authority to award any damages for the alleged harassment. Accordingly, the Hearing Officer's Decision should be reversed.

VII. E. Maintenance and Repair/Failure to Maintain a Habitable Unit/Reduction in Housing Services

The Hearing Officer's Decision is devoid of any evidence of a reduction in housing services, any evidence of maintenance and repair issues, or a failure to maintain a habitable unit issues as suggested in the title to this portion of the Decision. The Hearing Officer's Decision attempts to argue that the harassment falls within the definition of habitable. However, that argument is not supported by Civil Code section 1941.1, which defines a habitable dwelling as one that meets the following requirements: weather protection; plumbing and gas service; water supply; heating facilities; electrical service; building free of rodents; garbage receptacles; etc. Section 1941.1 is devoid of any reference to disputes between tenants or claims of harassment. There was no mention or reference to any claims of any deficiencies as described in Section 1941.1 in the Hearing Officer's Decision. Therefore, there can be no relief or damages awarded based on a non-existent claim.

The Hearing Officer's Decision states that Petitioner "…spoke to Mrs. Siegal in 2010 but did not get any support." The Decision fails to acknowledge that Respondent disputed that testimony. The Hearing Officer's Decision also fails to acknowledge that Respondents testified that at no time did Petitioner raise the issue either before or at the time she was presented with a lease renewal agreement in 2011 and each year thereafter up until February 2021. The Hearing Officer failed to consider that if there was an harassment issue a reasonable person would have either said something or would not have signed the lease renewal for the same property for another year, or in this case for over **10 years**. That fact alone brings into question the truthfulness of Petitioner's testimony.

Chapter 4, Section "E", of the CSFRA Regulations requires that "the tenant must demonstrate that the landlord was provided with reasonable notice (by providing proof of written notice)…" when claiming a rent adjustment (See also Section "F" (2)). A "written notice" must be provided. Petitioner did not submit a copy of the Notice as part of her evidence, as none was ever given to Respondents. Absent full compliance with the Regulations, the claim must be denied.

It was not until February 2021 that Petitioner raised this issue without providing any evidence supporting her claims – no pictures, no witnesses. As the Hearing Officer's Decision acknowledges, upon being told of the claimed harassment in February 2021 Respondents spoke to the neighbor who denied Petitioner's claims. At that point in time Respondents had nothing to act on.

The Hearing Officer's Decision acknowledges that once Petitioner obtained a Restraining Order and provided a copy to Respondents in late August 2023 (Petitioner delayed giving a copy of the Order that was issued on July 5, 2023 by approximately 2 months until late August 2023), Respondents promptly gave a Notice of Lease Violations as per CSFRA Section 1705 and letter to the neighbor and telling him to stay away from Petitioner and offered to let him out of his lease. There was no evidence that there were any claims of harassment after the giving of the Notice.

The Hearing Officer's Decision states that "He [Respondent] even spoke to Petitioner's adult son about removing the outside cameras." This statement is not supported by the testimony. Rather, Respondent and the adult son discussed where the cameras could be placed without damaging the buildings. The cameras would still be outside, but not attached to the buildings by drilling holes into the stucco or roof.

The Hearing Officer's Decision states "By the time she presented Respondent with a court order, it is beyond clear that Petitioner's claims of harassment and inappropriate conduct was true." There was a passage of over 2 years between the February 2021 notification and the July 2023 application for a Restraining Order. There was also a passage of approximately 2 months between the issuance of the Temporary Restraining Order on July 5, 2023 and when she gave a copy to Respondents in late August 2023. The Hearing Officer completely ignored the fact that if Respondents had taken any action to evict the neighbor before having such evidence then they could have been subject to wrongful eviction claims as they would have no evidence to support their actions.

The Hearing Officer's Decision further states that "The Respondents deals with this situation dispassionately…" This statement is not supported by the evidence and testimony. The evidence and testimony clearly established that Respondent attempted to work with Petitioner over several months but Petitioner would not respond to letters or meet with Respondents. Once Petitioner asked her adult son to be involved, the son and Respondent met at the property and agreed where the cameras could be relocated and installed by Petitioner's installer in such a way as to not damage Respondents' property. Despite this agreement, Petitioner refused.

The Hearing Officer surmises that "if Respondents had a specific type of security camera or installation that they would approve, they should have shared that information in writing soon after Petitioner's request was granted." Obviously the Hearing Officer disregarded Respondents' testimony and evidence as stated in the previous paragraph. Further, no writing was necessary or required by the ordinance.

The Hearing Officer' Decision has attempted to shift the burden from Petitioner to Respondent regarding the installation of the cameras. The Petitioner should have sought permission to install the cameras in the manner that she did knowing that she was not the owner of the property and that drilling holes into the stucco and roof would cause damage to the building.

The Hearing Officer's Decision ignores the fact that until the Restraining Order was provided in late August 2023, all Respondent had was a "she said - he said" situation. Again, Petitioner provided no evidence supporting her claims until late August 2023.

The Hearing Officer's Decision relies on Petitioner's photos taken at night of some unidentified person near her car who Petitioner claimed was the neighbor. However, the person could not be identified either because of the quality of Petitioner's photos and/or because the person's face was obscured. There was no evidence that Petitioner ever provided these photos to Respondents when she complained about his conduct in 2021 or before she obtained the Restraining Order.

Based upon the facts as described above, the Hearing Officer's Decision should be reversed.

THE HEARING OFFICER'S DECISION TO AWARD DAMAGES IS NOT SUPPORTED BY THE EVIDENCE

The Hearing Officer's Decision to award damages for each month in 2021, 2022 and 2023 was based on incomplete testimony as Petitioner did not testify that she was harassed each and every month in 2021, 2022 and 2023 or how many times each month that she was harassed. Further, the Hearing Officer does not explain how she arrived at a deduction for $250.00 per month as damages. Further still, the calculation includes the rent roll back period, which as previously pointed out, was unlawful based on the California Constitution preemption of a local ordinance.

It is also unclear exactly which months the award of damages encompasses. Assuming the award is for 32 months (which is stated in the Decision) starting in February 2021 that would mean 11 months in 2021, 12 months in 2022, and 9 months in 2023. However, the Restraining Order was issued on July 5, 2023 and there was no testimony of harassment and/or violations of the Restraining Order after it was issued. As

such, the months of July, August and September must be subtracted from the Hearing Officer's calculation reducing the total to 29 months.

2. Garden Hose

Although not an issue in this appeal as the Hearing Officer declined to award Petitioner any relief, there is an issue which should be considered in this appeal in considering Petitioner's testimony about her claims. Petitioner repeatedly testified that she purchased the hose, that it was not given to her, and she paid $50.00 for the hose. However, a September 8, 2021 text message from Petitioner that was submitted by her as part of her petition evidence directly contradicts her sworn testimony. In that message Petitioner stated:

> "Someone gave me a hose for water…"

California Jury Instruction No. 107 states:

> "…if you decide that a witness did not tell the truth about something important, you may choose not to believe anything that witness said."

This undisputed example of Petitioner's untruthful testimony shows that Petitioner was prepared to say whatever she felt was necessary to support this and her other claims. The Hearing Officer completely disregarded Petitioner's untruthful and contradictory testimony in evaluating her other unsupported testimony that was disputed by Respondents.

Based upon the Petitioner's untruthful testimony and the California Jury Instruction No. 107, Petitioner's testimony should either be not believed or looked at with suspicion.

Additional Matters:

a. Statute of Limitations

Respondents argued that Petitioner's claims are subject to the one (1) year statute of limitations set forth in Code of Civil Procedure Section 340:

> "Within one year: An action upon a statute for a penalty or forfeiture, if the action is given to an individual…"

The Menefee v. Ostawari and Sylvie v. Riley cases, both of which involved a rent control ordinance and both of which were provided to the Hearing Officer, discuss

Section 340 and both courts concluded that claims where treble damages can be awarded fall within the one (1) year statute of limitations:

> "...the settled rule in California is that statutes which provide for recovery of damages additional to actual losses incurred, such as double or treble damages, are considered penal in nature [citations], and thus governed by the one-year period of limitations stated in section 340, subdivision (1)." Menefee v. Ostawari.

> "The mandatory treble damages provision of San Francisco Administrative Code section 37.9, subdivision (f) brings this action within the one-year statute of limitations prescribed by Code of Civil Procedure, section 340, subdivision (1)." Sylvie v. Riley.

Despite the clear language of both the statute and the cases, the Hearing Officer concluded otherwise based on the CSFRA and its Regulations which only provide statutes of limitations for specific actions and since this petition does not fall within those specific actions it does not apply. The Hearing Officer also concluded that treble damages were not mandatory despite the language of the ordinance (section 1714 "upon a showing that the Landlord has acted willfully or with oppression, fraud or malice, the Tenant shall be awarded treble damages."). Essentially, the Hearing Officer has determined that the ordinance overrules established California law. That is not how it works. California law preempts a local ordinance (see discussion above).

Based on the statute and cases, the Hearing Officer's Decision should be reversed as to any claims that go back more than one (1) year as they are time barred, unenforceable and no damages for such claims can be awarded.

b. Right to a Set Off

Respondents argued that since Petitioner owes them money for unpaid rent, damage to the rental unit, etc. totaling $4,677.96 that sum should be offset against any award that might be made in her favor. A right to an offset is authorized under common law and by Code of Civil Procedure, Section 431.70, which states:

> "Where cross-demands for money have existed between persons at any point in time when neither demand was barred by the statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in the answer the defense of payment in that the two demands are compensated so far as they equal each other..."

Respondents' claims against Petitioner are specifically set forth in their Response to the Petition along with the supporting documentation.

The Hearing Officer concluded that the Code of Civil Procedure does not apply to the CSFRA petition process, although no authorities were cited in support of that conclusion. Once again, the Hearing Officer determined that California law does not apply and is superseded by the ordinance by CSFRA petition process. Again, California law preempts a local ordinance (see discussion above).

Based on Code of Civil Procedure, Section 431.70, the Hearing Officer's Decision should be reversed and Respondents be awarded a set off.

c. Letter from Petitioner's Attorney dated August 29, 2023

Respondents argued that the August 29, 2023 letter from Petitioner's attorney wherein the attorney exercised the rights under Civil Code Section 1946.7 was invalid. Section 1946.7 requires that certain specific information be included in the letter and must be signed by either the tenant or by a specific category of persons ("sexual assault counselor, domestic violence counselor, human trafficking counselor, or a victim of violent crime advocate"). Not only was the required information not given, but the letter was signed by an attorney who is not one of the authorized persons who may sign such a letter on behalf of the tenant. Therefore, the letter was invalid and of no force or effect. Although the Hearing Officer stated that her authority is limited, she nevertheless concluded that the notice signed by the attorney was generally valid.

Absent full compliance with Section 1946.7 negates any question of the validity of the notice and therefore Petitioner is not authorized to terminate her lease prior to the agreed upon lease termination date of November 30, 2023 and therefore is liable for the unpaid rent.

NO CLAIM SHALL BE APPROVED UNLESS SUPPORTED BY A PREPONDERANCE OF THE EVIDENCE IN THE HEARING RECORD

Chapter 5, Section "G", of the CSFRA Regulation states:

> "3. No individual claims shall be approved by a Hearing Officer unless supported by the preponderance of the evidence in the hearing record."

See also Article XXII, Section 1711(h) of the CSFRA.

The preponderance of the evidence in the hearing record reflects the following:

1. Petitioner signed lease renewal agreements every year starting in 2010 through and including 2022;
2. Petitioner informed Respondents in February 2021 that the neighbor was harassing her, although no evidence of the harassment was provided;

3. Following the February 2021 notification by Petitioner, Respondents told the neighbor to stay away from Petitioner;
4. Petitioner did not notify Respondents of any continuing harassment after February 2021 until mid-2023;
5. Petitioner did not contact the police until mid-2023;
6. Petitioner did not file for a Restraining Order until July 2023;
7. Petitioner did not give a copy of the Restraining Order to Respondents until late August 2023;
8. Respondents gave a Notice of Lease Violation to the neighbor, which included a copy of the Restraining Order, and a letter offering to let him out of his lease;
9. Respondents offered to work with Petitioner to have her cameras re-installed in such a way as to not damage the buildings;
10. There was no evidence of any violations of the Restraining Order;
11. There was no evidence of any violations of the Notice of Lease Violations;
12. There were no claims of habitability issues as defined in Civil Code section 1941.1;
13. There were no claims of a reduction in housing services;
14. There were no claims of maintenance and repair issues;
15. Petitioner filed a Petition seeking damages based on a harassment dispute between her and a neighboring tenant. Respondents were not involved in the harassment;
16. There were no rent increases more frequently than every 12 months;
17. Petitioner owes Respondents $4,677.96 for unpaid rent and property damage.

The preponderance of the evidence in the hearing record reflects that Respondents did what they could given the lack of supporting evidence of Petitioner's claims prior to the issuance of the Restraining Order.

Conclusion

As demonstrated the Hearing Officer's Decision contains a number of factual inaccuracies, failures to follow the California Constitution, California law and CSFRA and its Regulations, as well as a misunderstanding of what Respondents could do without any evidence supporting Petitioner's claim. Based on the discussion above, the Hearing Officer's Decision should be reversed.