First Name

Street Number and Name

City, California [Zip]/TDC

In Sui Juris

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

|  |  |  |
| --- | --- | --- |
| First Name Last Name  Joinder. |  | Case No: CGC-21-595192  **VERIFIED JOINDER OF SIMILARLY SITUATED PARTY AS PETITIONER**  **JOINDER OF First Name Last Name TO**  **EX PARTE Eigil Qwist’s EMERGENCY PETITION FOR INJUNCTIVE RELIEF OR ANY OTHER REMEDY AVAILABLE**  Date: October 13, 2021  Time: 9:30am  Dept: 302  Judge: ETHAN P. SCHULMAN |

**EX PARTE Eigil Qwist v. CAROL ISEN (IN HER PERSONAL/PRIVATE CAPACITY)**

**DIRECTOR OF HUMAN RESOURCES for CITY AND COUNTY OF SAN FRANCISCO**

**JOHN AND JANE DOE 1 – 5000 (IN HIS/HER PERSONAL/PRIVATE CAPACITY)**

1. INTRODUCTION/BACKGROUND

COMES NOW, First Name Last Name, seeking herewith to **JOIN EX PARTE Eigil Qwist’s EMERGENCY PETITION FOR INJUNCTIVE RELIEF OR ANY OTHER REMEDY AVAILABLE (**Case NumberCGC-21-595192) as a similarly situated party who honorably participated in the redressing of grievances in kind per the Notice and Opportunity Process against CAROL ISEN, DIRECTOR OF HUMAN RESOURCES for the CITY AND COUNTY OF SAN FRANCISCO, hereafter known as “ISEN,” and any and all JOHN AND JANE DOEs following the directives for the CITY AND COUNTY OF SAN FRANCISCO, hereafter known as “CITY AGENTS,” for violations/crimes and consequent irreparable harms/injuries. ISEN and CITY AGENTS have engaged in a course of unlawful conduct as described in the Emergency Petition and Declaration of Eigil Qwist in the above-referenced case (Emergency Petition and Declaration of Ex Parte Eigil Qwist are incorporated by this reference as if fully restated herein) which has caused and is causing the infringement upon, and serious deprivation of Constitutionally protected and secured Rights and Liberties as enumerated by the Emergency Petition and Declaration.

Any and all “COVID-19” “directives,” “guidelines,” “orders,” or “mandates,” etc. are NOT Law, and public “policy” cannot infringe upon or violate the Rights and Liberty of the People, as stated in the Emergency Petition. Public servants in positions of trust are expected to know the Law. “*Ignorance of the law is no excuse, in any country. If it were, the laws would lose their effect, because it can be always pretended. . . With us,* ***there is no power which can suspend the law*** *for a moment.*” **Thomas Jefferson to Andrew Limozin**, 1787. ME 6:401. *“It is said that all persons are presumed to know the law, meaning that ignorance of the law excuses no one; if any person acts under an unconstitutional statute,* ***he does so at his peril and must take the consequences****:”* **16 Am Jur 2d.,** Const. Law, Sec 70.

ISEN and CITY AGENTS had a duty to timely and properly respond to the redress of grievances by employees of the CITY AND COUNTY OF SAN FRANCISCO, and their failure to do so resulted in their default and estoppel as well as their acquiescence and tacit agreement that they do not have any proof of claim regarding their offer or any Lawful authority in this matter, whereas:

***“Silence can only be equated with fraud when there is a legal and moral duty to speak or when an injury left unanswered would be intentionally misleading.”*  U.S. v. Prudden**, 424 F.2d 1021 (1970); **U.S. v. Tweel**, 550 F.2d 297, 299 (1977); also, ***“A default is an omission of that which ought to be done, and more specifically, the omission or failure to perform a legal duty. The term also embraces the idea of dishonesty; or an act or omission discreditable to one’s profession.”* Black’s Law Dictionary**, Fourth Edition; and further, ***“One’s ‘silence’ may invoke doctrine of Estoppel by acquiescence.”*** **Carmine v. Bowen**, 64 A. 932 (1906). The term **“tacit”** is defined by **Ballentine**’**s Law Dictionary**, Third Edition: “*Silent; not expressed; implied;”* and by **Bouvier**’**s Law Dictionary**, 14 Edition, Vol II: “*That which although not expressed, is understood from the nature of the thing or from the provision of the law; implied;”* and by **Black**’**s Law Dictionary**, Fourth Edition: “*Existing, inferred, or understood without being openly expressed or stated, implied by silence or silent acquiescence, understood, implied as tacit agreement, a tacit understanding.”* See **State v. Chadwick,** 150 Or. 645, 47 P.2d 232, 234 (1935).

Exhibits hereto, are incorporated by this reference as if fully restated herein, and are as follows:

**Exhibit 1**: Conditional Acceptance

**Exhibit 2**: Courtesy Notice

**Exhibit 3**: Notice of Default

**Exhibit 4**: Notice of Estoppel

**Exhibit 5**: Notice of Liability

**Exhibit 6**: Notice of Violations

**Exhibit 7**: Notice of Violation of Estoppel

**Exhibit 8**: Correspondence from ISEN and CITY AGENTS

(Exhibits for the Notice and Opportunity Process each have Registered Mail slip/receipt and/or Proof of Service and/or email attachment related to the actual Exhibit).

Due process requirements have been fully satisfied in this matter, whereas, **Black’s Law Dictionary**, Fourth Edition defines **“Due Process of Law”** as: *"Law of the land," "due course of law," and "due process of law" are synonymous..*. ***The essential elements of "due process of law" are notice and opportunity*** *to be heard and to defend…”* See**Dimke v. Finke**, 209 Minn. 29, 295 N.W. 75, 79; **Di Maio v. Reid**, 13 N.J.L. 17, 37 A.2d 829, 830; **People v. Skinner**, Cal., 110 P.2d 41, 45; **State v. Rossi,** 71 R.I. 284, 43 A.2d 323, 326; **Stoner v. Higginson**, 316 Pa. 481, 175 A. 527, 531.

II. JOINDER OF SIMILARLY SITUATED PETITIONER

Petitioner by Joinder has participated in the Notice and Opportunity Process for redress of grievances, yet ISEN and CITY AGENTS have chosen to stand mute and to ignore the Law and Petitioner’s Rights and Liberties, which are continuing to be violated to date. While Petitioner and those similarly situated have asserted their Rights in an honorable way, ISEN and CITY AGENTS are threatening Petitioner and all employees for the CITY AND COUNTY OF SAN FRANCISCO with disciplinary action if they do not comply with unlawful requirements. Party to be JOINED as similarly situated Petitioner to **EX PARTE Eigil Qwist’s EMERGENCY PETITION FOR INJUNCTIVE RELIEF OR ANY OTHER REMEDY AVAILABLE** and Memorandum of Points and Authorities in support thereof **(**Case NumberCGC-21-595192).

III. VERIFICATION

I, Petitioner by Joinder, am not subject in any way to “COVID-19” “policies,” “directives,” “orders,” or “mandates” (such as “guidelines” for “physical distancing,” masking, testing, tracking, “status forms,” or “vaccinations,” etc.) as there is no actual Law that has been passed by the State or Federal Legislature that requires CITY AND COUNTY OF SAN FRANCISCO employees to comply or consent to the violation of their individual Rights and Liberties. I hereby declare and will testify under penalty of perjury that the statements made herein and supporting Exhibits are true and correct to the very best of my knowledge, and that no material falsity is believed to exist.

Executed this 11th day of the month of October 2021.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Name Last Name, Joinder, In Sui Juris

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness signature #1 Witness signature #2