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Attorneys for Appellants
WEIHONG HU & HONGYUAN LLC

BEFORE THE PLANNING COMMISSION OF THE CITY OF SANTA ROSA
APPEAL FROM DENIAL OF MASSAGE ESTABLISHMENT CERTIFICATION

WEIHONG HU & HONGYUAN LLC

Appellants

CASE NO.:

Date: July 23, 2026
Time: 4:30 pm

Appellants WEIHONG HU & HONGYUAN LLC submit the following as their Appellate Memorandum for their Appeal to the Planning Commission from the Denial of their Application for Massage Establishment Certification to operate HIWAY 12 MASSAGE at 4908 Sonoma Highway, Santa Rosa. Appellants incorporate their previously submitted Response to the Denial as Part of the Attachment to their Appeal, submitted to the City of Santa Rosa. Appellants urge that their Appeal and their Certification to operate be granted.

Appellants contend and will show that some of the issues at the core of the Denial occurred while HIWAY 12 MASSAGE was operated by the former Lessee of the property, Meiying Tang, before Appellants assumed ownership and control of the Spa on September 15, 2025 when Ms. Tang declined to continue making the lease payments. Appellants were not aware of those issues or complaints in 2024 or before they took over and began running HIWAY 12 MASSAGE on

1 September 15, 2025. Two issues related to advertising in March and April, 2026 are explainable as
2 innocent mistakes by Appellants due to naivete and reliance on advertising assistance provided by
3 another, in part relating to language difficulties and lack of business sophistication. In reality,
4 Appellants were not aware of the contents of the ads or where they had been placed (by another)
5 until the Denial Letter was issued on April 15, 2026, at which time the Ads were immediately
6 removed and the Spa phone number changed.

7 Appellant WEIHONG HU will personally appear as will Louis Lacabanne, her husband and
8 the co-owner of the property at 4908 Sonoma Highway.

9 **BACKGROUND OF WEIHONG HU**

10 WEIHONG HU was born and raised in China and came to the US in 2018 as the single mother
11 of a young daughter. In China, Ms. Wu had a career as the Manager of a Hotel Restaurant and later
12 owned two retail boutiques for women's and children's clothing. Her English then was very minimal
13 and despite her efforts since, she relies on translation apps for assistance with communication in
14 emails, texts, and direct conversations.

15 After settling in the Los Angeles area near friends, Weihong worked in insurance and
16 undertook training in an attempt to become a licensed insurance Agent. However her limited English
17 impeded her efforts to obtain licensure ending efforts to engage in insurance sales work with a Broker.

18 In 2019 Weihong was introduced to Louis Lacabanne, a long time Sonoma County resident
19 by a friend. WEIHONG HU moved to Sonoma County in 2022 as she and Louis were married. At
20 about that time, Ms. HU's property in China sold and she and Louis sought to acquire income
21 producing property in Santa Rosa. They located and jointly purchased the property at 4908 Sonoma
22 Highway, a building formerly operated as a real estate office.

23 **THE REMODELING AND IMPROVEMENT OF THE PROPERTY**

24 WEIHONG and Louis envisioned improving and converting the business property at 4908
25 Sonoma Highway into income producing property. They considered using it as a massage business as
26 WEIHONG contemplated getting her Massage Certification at some point and going into that work.
27 David Columbo and Integrated Design of Santa Rosa were engaged to develop plans for the site

1 which were submitted to the City for approval and permits. The proposed work was approved and
2 permits were issued for the various work to be done, which included substantial infra-structure
3 improvements at the Appellants' expense.

4 Appellants undertook the remodeling and upgrading at the property with all work
5 done by local licensed contractors and professionals with substantially enhanced interior
6 improvements and ADA compliance under appropriate City Permits with inspections. In all they
7 spent over \$56,000 on the improvements including re-doing the parking lot, entrances, and interior
8 spaces to be fully compliant. When finished in early 2024, the finished product appeared as a higher
9 end day spa, with its interior accoutrements and finishes.

10 In June 2024, the premises were leased to Meiying Tang who operated as Highway 12
11 Massage until September 15, 2025 when Ms. Tang was no longer able to financially operate the
12 premises. Appellants were aware of the plans for the new Massage Ordinance (20-49) and had
13 followed its progress and Louis attended meetings on its implementation. WEIHONG had enrolled
14 in a Certification Program through the Massage Therapy Council and got certified in mid-September,
15 2025.

16 WEIHONG and HONGYUAN submitted an Application for Certification and took over the
17 operations as Ms. Tang was not able to continue operations, operating the Spa. Since then,
18 largely as a "one person" operation. WEIHONG was guided by the information Louis acquired in
19 Public Meetings offered by the City in 2025, as the formal Ordinance came online. They were
20 interested in and tried to follow the Rules.

21 WEIHONG and HONGYUAN complied with provisions of the Secretary of State and used
22 their home address on filings with the State. WEIHONG and Louis jointly filed tax returns aided by
23 their accountants at Christenson Associates.

24 **ADVERTISING**

25 WEIHONG advertised initially with Google using very simple ads without pictures or
26 objectionable material. After starting her own ads there, WEIHONG was soon was contacted by a
27

1 woman, known to her only as “Anne” who communicated with WEIHONG her on her mobile phone
2 using the busiess number listed on Google. Anne used “WhatsApp” or “We Chat” via text in Chinese,
3 offering to improve WEIHONG’s business through advertising at a cost of \$1200 per month which
4 Anne dwould develop and post daily.

5 In retrospect, WEIHONG should perhaps have been more inquisitive about the ad content
6 including what the ads would convey and where they would be posted. But, innocently and naively,
7 WEIHONG didn’t. Anne handled all matters relating to the ads, while WEIHONG provided no
8 content, pictures or direction on where or how to post the ads. WEIHONG nnever saw the ads, was
9 not asked to approve or edit them and had no idea where they were posted, all of which was handled
10 by Anne without input from WEIHONG. WEIHONG had no idea about “Skip the Games” where
11 Anne posted the ads. WEIHONG never saw the Ads until the Denial Letter was delivered on April
12 15, 2026 when she saw them for the first time. Horrified, WEIHONG immediately instructed Anne
13 to withdraw the ads and changed the HIWAY 12 phone number.

14 Anne directed WEIHONG where to send Zelle payments for the advertising. Anne handled
15 all the details on content. Nothing about the actual payments by Zelle to Anne gave any information
16 about where with ads were posted or what trheir content was.

17 CONCLUSION

18 During the period of operation for HIWAY 12 Massage by Appellants WEIHONG HU &
19 HONGYUAN LLC (after September 15, 2025) there is a limited showing of a failure to comply
20 with the ordinance. The only evidence relates to the advertising done in March, 2026 in which
21 WEIHONG had no active role as to content and placement. Perhaps she should have been more
22 vigilant but that does not equate to a finding of “gross violations” supporting a Denial and the
23 extended disqualification attaching to the use of the property by WEIHONG and Louis, who have
24 invested substantially in remediating the property.

25 Unlike many other cases in which Certification was denied at other locations, here there are
26 no complaints about activites going on within the premises. There are no complaints from adjoining
27 businesses or citizens about illicit operations or activities on the premises. The inexperience and

1 naivete of WEIHONG and the LLC does not warrant the Dencial of the Certification with the
2 extended stifling limitaiton on the use of the premises. Appellants urge that the Commission take
3 action that is consistent with what happened and not impose a blight on the LLC and business
4 location tht is unduly harsh.

5 Respectully submitted,

6 /s/ Richard Freeman

7 Richard W. Freeman, Jr.
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9 Electronic Signature Per Civil Code Section 1633.7
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EXHIBIT A

2023020129RECORDING REQUESTED BY
Doma Title of California, Inc.Official Records of Sonoma County
Deva Marie Proto
05/10/2023 11:22 AM
DOMA TITLE OF CALIFORNIA, INC. - SANTA ROSA

DEED 3 Pgs

Fee: \$30.00
County Tax: \$660.00
City Tax: \$1,200.00

Space Above This Line for Recorder's Use Only

File No.: 56610-23-00133

A.P.N.: 032-300-002-000

GRANT DEEDThe Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX: \$660.00; CITY TRANSFER TAX: \$1,200.00;
SURVEY MONUMENT FEE: N/A

- ☒ computed on the consideration or full value of property conveyed, OR
☐ computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
☐ unincorporated area; ☒ City of Santa Rosa, and
☒ EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Lloyd T. Phillips, Trustee of the
Phillips Trust dated February 5, 1987

hereby GRANTS to Louis Lacabanne and Weihong Hu, husband and wife as joint tenants

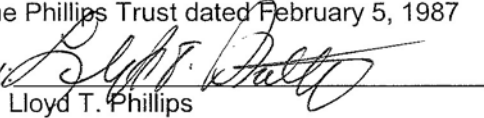
the following described property in the City of Santa Rosa, County of Sonoma, State of California:

Legal Description attached hereto as Exhibit "A" and incorporated herein by this reference

Dated: May 4, 2023

The Phillips Trust dated February 5, 1987

BY


 Lloyd T. Phillips
 Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

 STATE OF CALIFORNIA) SS
 COUNTY OF SONOMA)

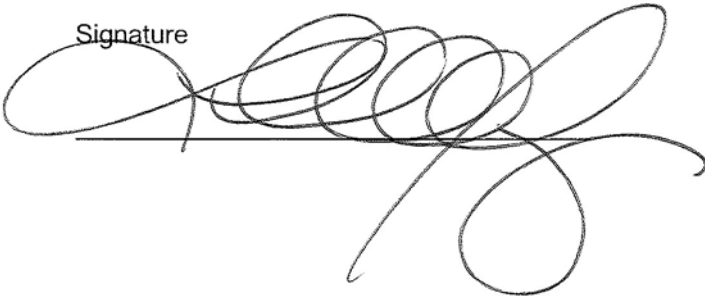
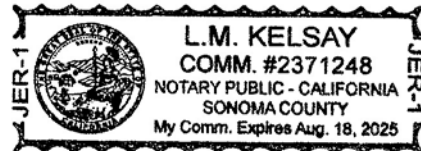
 On MAY 5, 2023, before me, L.M. Kelsay,
 Notary Public, personally appeared LLOYD T. PHILLIPS

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

This area for official notarial seal

EXHIBIT A

A.P.N.: 032-300-002-000

PARCEL ONE:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO EDGAR C. EVANS, ET UX, BY DEED DATED SEPTEMBER 13, 1966 AND RECORDED SEPTEMBER 22, 1966 IN BOOK 2232 OF OFFICIAL RECORDS, PAGE 340, SONOMA COUNTY RECORDS, BEING A POINT ON THE SOUTHERLY LINE OF THE STATE HIGHWAY; THENCE SOUTH 73° 20' 30" WEST ALONG THE SOUTHERLY LINE OF SAID HIGHWAY, A DISTANCE OF 80 FEET; THENCE SOUTH 16° 45' EAST AND PARALLEL WITH THE EASTERLY LINE OF SAID LANDS OF EVANS, A DISTANCE OF 200 FEET; THENCE NORTH 73° 20' 30" EAST 80 FEET TO THE EASTERLY LINE OF SAID EVANS; THENCE NORTH 16° 45' WEST ALONG SAID EASTERLY LINE 200 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

THAT CERTAIN "RIGHT OF TRESPASS" AS GRANTED TO MATTHEW M. FAUST, ET UX, BY DEED RECORDED OCTOBER 11, 1972 IN BOOK 2701 OF OFFICIAL RECORDS, PAGE 183, ET SEQ., S.C.R. WHICH PROVIDES FOR A 20 FOOT WIDE DRIVEWAY ADJOINING PARCEL 1 HEREIN ON THE WEST.

NOTE: PARCEL TWO HEREIN DESCRIBED IS ONLY INCLUDED SO AS TO AVOID THE COMPANY BEING THE CAUSE OF EXCLUDING IT FROM DEEDS OR ENCUMBRANCES, BUT NO INSURANCE IS TO BE PROVIDED AS TO SAID PARCEL.

ANYTHING TO THE CONTRARY IN THE POLICY OR ENDORSEMENTS THERETO NOTWITHSTANDING, SAID PARCEL IS NOT INSURED EVEN THOUGH IT MAY BE INCLUDED AS PART OF THE DESCRIPTION OF THE LAND DESCRIBED OR REFLECTED TO IN THE POLICY.

EXHIBIT B

12/31/25

2025 FEDERAL SUMMARY DEPRECIATION SCHEDULE

PAGE 2

CLIENT 300

LOUIS R. LACABANNE AND WEI HONG HU

-7626

4/17/26

04:25PM

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR 179/ SDA	PRIOR 179/ SDA/ DEPR.	METHOD	LIFE	CURRENT DEPR.
AUTO / TRANSPORT EQUIPMENT										
25	2025 GMC CANYON	4/14/25		63,249	10.00			S/L HY	5	633
	TOTAL AUTO / TRANSPORT EQUI			63,249		0	0			633
BUILDINGS										
16	COMMERCIAL BUILDING	5/09/23		360,000			15,008	S/L MM	39	9,230
	TOTAL BUILDINGS			360,000		0	15,008			9,230
IMPROVEMENTS										
18	IMPROVEMENTS	5/09/23		5,800			242	S/L MM	39	149
19	IMPROVEMENTS	5/09/23		18,288			763	S/L MM	39	469
23	ADA PARKING	1/01/24		17,741			7,900	150DB HY	15	484
24	FLOORING/WALLS	1/01/24		14,375			354	S/L MM	39	369
	TOTAL IMPROVEMENTS			56,204		0	9,259			1,471
LAND										
15	LAND	5/09/23		240,000						0
	TOTAL LAND			240,000		0	0			0
	TOTAL DEPRECIATION			719,453		0	24,267			11,334
	GRAND TOTAL AMORTIZATION			9,565		0	7,138			345
	GRAND TOTAL DEPRECIATION			833,222		0	113,167			12,947

EXHIBIT C





