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9 Attorneys for All Plaintiffs

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 IN AND FOR THE COUNTY OF SAN FRANCISCO

12 UNLIMITED JURISDICTION

13
14 LANCE EVANDER, MIRIAM PALM, JOHN
15 DESSING, JOHN JAY PARRISH, LANDRA
16 TANKHA, JON E. CHRISTENSON, ANNE
17 LUKANC, GUNVANT SHAH, JASON
18 SANDERS, REBECCA HALAS, KENDRA
19 WEINISCH, DAVID L. CUNNINGHAM,
20 JACQUES MICHAELS, JOSEPH JAMES "JJ"
21 CATAZARITA, JOSEPH DOWLER, MAHELA
22 SHAW, CHRISTINE SANDHU, LETICIA
23 CORTEZ, JOHN SIMMONS, RAQUEL
24 DOMINGUEZ, RAYMOND SULLIVAN,
25 SHIRROD RICHARDSON, SARA GIESSINGER,
26 FABIAN HERD, SELINA KEENE, GWEN
27 PORTER, MARY WILSON, STEVEN WILSON,
28 MATTHEW POWELL, ELIZABETH MENON,

CASE NO.: CGC-18-570435

**FIRST AMENDED COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF, AND
EQUITABLE RELIEF**

DEMAND EXCEEDS \$25,000.00

1 MIGUEL GONGORA, JENNIFER GALARZA,
2 CHIA TAM, THOMAS BULGER, SANDRA
3 DENUTO, MEREDITH SPOTO, JAY WILSON
4 FISHER, ELLEN SHEELEY, OSCAR
5 CORONADO, KAREN MCMILLAN, MARCELO
6 FARIAS, GEOFF HECHT, KIMBERLY HECHT,
7 ELIZABETH STAUB, RANDY SAWYER,
8 KATHERINE SHANNON, PATRICK
9 SHANNON, JACK BEST, ANDREAS
10 PEDERSEN, BRITTANY SHOOT, ADAM
11 OUDERKIRK, LIDIA SULLON, YOLANDA
12 SULLON, MADELYN MCMILLIAN, GERMAIN
13 GONGORA, SAAD ALSORIHI, RAYMOND
14 LEVY, ANGEL TENORIO, DORIS JOHNSON,
15 GREGORY LAWLER, CHRISTOPHER KANG,
16 PENNY SCHONER, EMANUEL WAKTOLA,
17 MARGARET SMITH, ADRIAN ANZALDUA,
18 MIRRA SCHWARTZ, ROBERT MCCRADY,
19 BRENDA ELLIS, BRYAN BUTLER, ALEX
20 WILSON, JAMES HUTCHINSON, JAMES
21 SHUMATE, REUBEN PEREZ, SHEHAN
22 JAYATILAKA, ADIL AHSAN, JON KESSLER,
23 BONITA PALMER, EVAN MEAGHER,
24 REBECCA FRAZZANO, ANTONIO GODOY,
25 ELIZABETH MATICELLO, ELIZABETH C.
26 KNEPPER, MENTA SRIKANTH SUNDARA,
27 DALE SPEER, NEIL W. HARVEY, TARUN
28 MEHTA, GAIL CLARK, SOOK FUNG, PAULA

1 GINSBURG, CYNTHIA SPEARS, JOHN
2 HUGHES, DOLLY TALAGA, FLORENCE
3 NORMAN, DEBRA NUNEZ, JOSE NAJERA,
4 CESAR SERRANO, VICTOR PECH, MARIA
5 PECH UC, JEFFREY GILMORE, SOFIA UC,
6 DANIEL CORIN, SILMARIE TORRES,
7 CHARLOTTE HUNT, ROSA ACUNA,
8 WENCESLAO “ROLY” MUNOZ, VALEDI
9 KACUPI,
10 Plaintiffs,
11 vs.
12 VERITAS INVESTMENTS, INC. is a California
13 Corporation, GREENTREE PROPERTY
14 MANAGEMENT, INC., a California
15 Corporation, YAT-PANG AU, an individual, 240
16 SAINT JOSEPHS, LLC, a Delaware Limited
17 Liability Company, 240 SAINT JOSEPHS A2,
18 LP, Delaware Limited Partnership, 318 TURK
19 I7, LP, a Delaware limited partnership, 1440
20 SUTTER STREET, LLC, a Delaware limited
21 liability company, 57 TAYLOR I7, LP, a
22 Delaware Limited Partnership, 655 POWELL I5
23 LLC, a Delaware Limited Liability Company,
24 2730 SACRAMENTO I4, LLC, a Delaware
25 Limited Liability Company, 3659 20TH
26 STREET, LLC, a California Limited Liability
27 Company dba TELEGRAPH HILL VISTAS,
28 LLC, 916 PACIFIC I5, LLC, a Delaware Limited

1 Liability Company,
2 1075 O'FARRELL STREET LLC, a California
3 Limited Liability Company, 920
4 LEAVENWORTH I5 LLC, a Delaware Limited
5 Liability Company, 990 FULTON I2 LLC, a
6 Delaware Limited Liability Company, 337 10TH
7 I5 LLC, a Delaware Limited Liability Company,
8 845 CALIFORNIA STREET LLC, a Delaware
9 Limited Liability Company, 709 GEARY
10 STREET LLC, a Delaware Company, 621
11 STOCKTON PROPERTY, LLC, a Delaware
12 Limited Liability Company dba TIMESHARE
13 TRADE INS LLC, 336-350 JUDAH I3, LP, a
14 Delaware Limited Partnership; 698 BUSH C1,
15 LP, a Delaware Limited Partnership, 915 PIERCE
16 STREET, LLC, a Delaware Limited Liability
17 Company, 1819 GOLDEN GATE I1 LLC, a
18 Delaware Limited Liability Company,
19 270 TURK, LLC, a Delaware Limited Liability
20 Company, 610-660 CLIPPER I1, LLC, a
21 Delaware Limited Liability Company, 721
22 GEARY I5, LLC, a Delaware Limited Liability
23 Company, 720 BAKER I1, LLC, a Delaware
24 Limited Liability Company, SF 685 GEARY
25 STREET, LLC, a Delaware Limited Liability
26 Company, 3201 23RD I7 LP, a Delaware Limited
27 Partnership, 520 BUCHANAN STREET LLC, a
28 Delaware Limited Liability Company, 1126

1 BUSH STREET LLC, a Delaware Limited
2 Liability Company, 20 SAN ANTONIO I6 LP, a
3 Delaware Limited Partnership, 16-50 LAGUNA
4 I2 LLC, a Delaware Limited Liability Company,
5 1064 DOLORES I1 LLC, a Delaware Limited
6 Liability Company dba VERITAS PROPERTIES
7 S-I LLC, 1260 BROADWAY STREET, LLC, a
8 Delaware Limited Liability Company, and 1025
9 STEINER I2 LLC, a Delaware Limited Liability
10 Company, 655 STOCKTON STREET, LLC, a
11 Delaware Limited Liability Company dba
12 VERITAS-B SENIOR MEZZ, LLC, 665 PINE
13 I7, LP, a Delaware Limited Liability Partnership,
14 SF 3809 20th STREET, LLC, a Delaware Limited
15 Liability Company, 1035 SUTTER I3, LP, a
16 Delaware Limited Liability Partnership, 516
17 ELLIS I7, LP, a Delaware Limited Liability
18 Partnership, 990 GEARY I3, LP, a Delaware
19 Limited Liability Partnership, VIC C16, LLC, a
20 Delaware Limited Liability Company, 1 SAN
21 ANTONIO I5, LLC, a Delaware Limited Liability
22 Company and DOES 1 to 20, inclusive,
23 Defendants.

24 Plaintiffs LANCE EVANDER, MIRIAM PALM, JOHN DESSING, JOHN JAY PARRISH,
25 LANDRA TANKHA, JON E. CHRISTENSON, ANNE LUKANC, GUNVANT SHAH, JASON
26 SANDERS, REBECCA HALAS, KENDRA WEINISCH, DAVID L. CUNNINGHAM, JACQUES
27 MICHAELS, JOSEPH JAMES "JJ" CATAZARITA, JOSEPH DOWLER, MAHELA SHAW,
28 CHRISTINE SANDHU, LETICIA CORTEZ, JOHN SIMMONS, RAQUEL DOMINGUEZ,

1 RAYMOND SULLIVAN, SHIRROD RICHARDSON, SARA GIESSINGER, FABIAN HERD,
2 SELINA KEENE, GWEN PORTER, MARY WILSON, STEVEN WILSON, MATTHEW POWELL,
3 ELIZABETH MENON, MIGUEL GONGORA, JENNIFER GALARZA, CHIA TAM, THOMAS
4 BULGER, SANDRA DENUTO, MEREDITH SPOTO, JAY WILSON FISHER, ELLEN SHEELEY,
5 OSCAR CORONADO, KAREN MCMILLAN, MARCELO FARIAS, GEOFF HECHT, KIMBERLY
6 HECHT, ELIZABETH STAUB, RANDY SAWYER, KATHERINE SHANNON, PATRICK
7 SHANNON, JACK BEST, ANDREAS PEDERSEN, BRITTANY SHOOT, ADAM OUDERKIRK,
8 LIDIA SULLON, YOLANDA SULLON, MADELYN MCMILLIAN, GERMAIN GONGORA,
9 SAAD ALSORIHI, RAYMOND LEVY, ANGEL TENORIO, DORIS JOHNSON, GREGORY
10 LAWLER, CHRISTOPHER KANG, PENNY SCHONER, EMANUEL WAKTOLA, MARGARET
11 SMITH, ADRIAN ANZALDUA, MIRRA SCHWARTZ, ROBERT MCCRADY, BRENDA ELLIS,
12 BRYAN BUTLER, ALEX WILSON, JAMES HUTCHINSON, JAMES SHUMATE, REUBEN
13 PEREZ, SHEHAN JAYATILAKA, ADIL AHSAN, JON KESSLER, EVAN MEAGHER, REBECCA
14 FRAZZANO, ANTONIO GODOY, ELIZABETH MATICELLO, ELIZABETH C. KNEPPER,
15 MENTA SRIKANTH SUNDARA, DALE SPEER, NEIL W. HARVEY, TARUN MEHTA, GAIL
16 CLARK, SOOK FUNG, PAULA GINSBURG, CYNTHIA SPEARS, JOHN HUGHES, DOLLY
17 TALAGA, FLORENCE NORMAN, DEBRA NUNEZ, JOSE NAJERA, CESAR SERRANO,
18 VICTOR PECH, MARIA PECH, JEFFREY GILMORE, SOFIA UC, DANIEL CORIN, SILMARIE
19 TORRES, CHARLOTTE HUNT, ROSA ACUNA, WENCESLAO “ROLY” MUNOZ, VALEDI
20 KACUPI, (collectively, Plaintiffs”) sue Defendants VERITAS INVESTMENTS, INC., a California
21 Corporation, GREENTREE PROPERTY MANAGEMENT, INC., a California Corporation, YAT-
22 PANG AU, an individual, 240 SAINT JOSEPHS, LLC, a Delaware Limited Liability Company, 240
23 SAINT JOSEPHS A2, LP, Delaware Limited Partnership, 318 TURK I7, LP, a Delaware limited
24 partnership, 1440 SUTTER STREET, LLC, a Delaware limited liability company, 57 TAYLOR I7, LP,
25 a Delaware Limited Partnership, 655 POWELL I5 LLC, a Delaware Limited Liability Company, 2730
26 SACRAMENTO I4, LLC, a Delaware Limited Liability Company, 3659 20TH STREET, LLC, a
27 California Limited Liability Company dba TELEGRAPH HILL VISTAS, LLC, 916 PACIFIC I5,
28 LLC, a Delaware Limited Liability Company, 1075 O’FARRELL STREET LLC, a California Limited

1 Liability Company, 920 LEAVENWORTH I5 LLC, a Delaware Limited Liability Company, 990
2 FULTON I2 LLC, a Delaware Limited Liability Company, 337 10TH I5 LLC, a Delaware Limited
3 Liability Company, 845 CALIFORNIA STREET LLC, a Delaware Limited Liability Company, 709
4 GEARY STREET LLC, a Delaware Company, 621 STOCKTON PROPERTY, LLC, a Delaware
5 Limited Liability Company dba TIMESHARE TRADE INS LLC, 336-350 JUDAH I3, LP, a Delaware
6 Limited Partnership, 698 BUSH C1, LP, a Delaware Limited Partnership, 915 PIERCE STREET,
7 LLC, a Delaware Limited Liability Company, 1819 GOLDEN GATE I1 LLC, a Delaware Limited
8 Liability Company, 270 TURK, LLC, a Delaware Limited Liability Company, 610-660 CLIPPER I1,
9 LLC, a Delaware Limited Liability Company, 721 GEARY I5, LLC, a Delaware Limited Liability
10 Company, 720 BAKER I1, LLC, a Delaware Limited Liability Company, SF 685 GEARY STREET,
11 LLC, a Delaware Limited Liability Company, 3201 23RD I7 LP, a Delaware Limited Partnership, 520
12 BUCHANAN STREET LLC, a Delaware Limited Liability Company, 1126 BUSH STREET LLC, a
13 Delaware Limited Liability Company, 20 SAN ANTONIO I6 LP, a Delaware Limited Partnership, 16-
14 50 LAGUNA I2 LLC, a Delaware Limited Liability Company, 1064 DOLORES I1 LLC, a Delaware
15 Limited Liability Company dba VERITAS PROPERTIES S-I LLC, 1260 BROADWAY STREET,
16 LLC, a Delaware Limited Liability Company, 1025 STEINER I2 LLC, a Delaware Limited Liability
17 Company, 655 STOCKTON STREET, LLC, a Delaware Limited Liability Company dba VERITAS-B
18 SENIOR MEZZ, LLC, 665 PINE I7, LP, a Delaware Limited Liability Partnership, SF 3809 20th
19 STREET, LLC, a Delaware Limited Liability Company, 1035 SUTTER I3, LP, a Delaware Limited
20 Liability Partnership, 516 ELLIS I7, LP, a Delaware Limited Liability Partnership, 990 GEARY I3,
21 LP, a Delaware Limited Liability Partnership, VIC C16, LLC, a Delaware Limited Liability Company,
22 1 SAN ANTONIO I5, LLC, a Delaware Limited Liability Company, and DOES 1 to 20, inclusive
23 (collectively, “Defendants”), and each of them, and demand a trial by jury of all issues and for causes
24 of action, allege:

25 **GENERAL ALLEGATIONS**

26 1. Plaintiffs are ignorant of the true names and capacities of the Defendants sued herein under the
27 fictitious names DOE ONE through DOE TWENTY, inclusive. Plaintiffs will amend this
28 complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and

1 believe and thereon allege that each of the DOE defendants is responsible in some manner for the
2 occurrences and injuries alleged in this complaint.

3 2. At all times mentioned in the causes of action to which this paragraph is incorporated by reference,
4 each and every Defendant was the agent or employee of each and every other Defendant. In doing
5 the things alleged in the causes of action into which this paragraph is incorporated by reference,
6 each and every Defendant was acting within the course and scope of his/its agency or employment
7 and was acting with the consent, permission, and authorization of each of the remaining
8 Defendants. All actions of each of the Defendants alleged in the causes of action into which this
9 paragraph is incorporated by reference were ratified and approved by the officers or managing
10 agents of every other Defendant.

11 3. The acts and/or failures to act complained of herein occurred in San Francisco County, State of
12 California.

13 4. Plaintiffs at all times relevant herein, have been competent adults and residents of the City and
14 County of San Francisco, California. Each of them were, at all relevant times are or were tenants
15 residing at the real property owned and managed by Defendants. Plaintiffs reside or resided at the
16 following properties (collectively, "Subject Properties") owned by the following Defendants
17 (collectively, "OWNER DEFENDANTS"):

18 A) 240 SAINT JOSEPHS, LLC and 240 SAINT JOSEPHS A2, LP owns and/or owned the real
19 property located at 240 Saint Joseph's Avenue, San Francisco, CA during all relevant times
20 alleged herein;

21 B) 318 TURK I7, LP owns and/or owned the real property located at 320 Turk Street, San
22 Francisco, CA during all relevant times alleged herein;

23 C) 1440 SUTTER STREET, LLC owns and/or owned 1440 Sutter Street, San Francisco, CA
24 during all relevant times alleged herein;

25 D) 57 TAYLOR I7, LP owns and/or owned 57 Taylor Street, San Francisco, CA during all
26 relevant times alleged herein;

27 E) 655 POWELL I5 LLC holds and/or held title 655 Powell Street, San Francisco, CA during
28 all relevant times alleged herein;

- 1 F) 2730 SACRAMENTO I4, LLC owns and/or owned 2730 Sacramento Street, San Francisco,
2 CA during all relevant times alleged herein;
- 3 G) 3659 20TH STREET, LLC dba Telegraph Hill Vistas, LLC owns and/or owned 3663 20th
4 Street, San Francisco, CA during all relevant times alleged herein;
- 5 H) 916 PACIFIC I5, LLC owns and/or owned 916 Pacific Avenue, San Francisco CA during
6 all relevant times alleged herein;
- 7 I) 1075 O'FARRELL STREET LLC owns and/or owned 1075 O'Farrell Street, San
8 Francisco, CA during all relevant times alleged herein;
- 9 J) 920 LEAVENWORTH I5 LLC owns and/or owned 920 Leavenworth Street, San Francisco,
10 CA during all relevant times alleged herein;
- 11 K) 990 FULTON I2 LLC owns and/or owned 990 Fulton Street, San Francisco, CA during all
12 relevant times alleged herein;
- 13 L) 337 10TH I5 LLC owns and/or owned 337 10th Avenue, San Francisco, CA during all
14 relevant times alleged herein;
- 15 M) 845 CALIFORNIA STREET LLC owns and/or owned 845 California Street, San Francisco,
16 CA during all relevant times alleged herein;
- 17 N) 709 GEARY STREET LLC owns and/or owned 709 Geary Street, San Francisco, CA
18 during all relevant times alleged herein
- 19 O) 621 STOCKTON PROPERTY, LLC dba Timeshare Trade Ins, LLC owns and/or owned
20 621 Stockton Street, San Francisco, CA during all relevant times alleged herein;
- 21 P) 336-350 JUDAH I3, LP owns and/or owned 350 Judah Street, San Francisco, CA during all
22 relevant times alleged herein;
- 23 Q) 698 BUSH C1, LP owns and/or owned 698 Bush Street, San Francisco, CA during all
24 relevant times alleged herein;
- 25 R) 915 PIERCE STREET, LLC owns and/or owned 915 Pierce Street, San Francisco, CA
26 during all relevant times alleged herein;
- 27 S) 1819 GOLDEN GATE I1 LLC owns and/or owned 1819 Golden Gate Avenue, San
28 Francisco, CA during all relevant times alleged herein;

- 1 T) 270 TURK, LLC owns and/or owned 270 Turk Street, San Francisco, CA during all
2 relevant times alleged herein;
- 3 U) 610-660 CLIPPER II, LLC owns and/or owned 610 Clipper Street, San Francisco, CA
4 during all relevant times alleged herein;
- 5 V) 721 GEARY I5, LLC owns and/or owned 721 Geary Street, San Francisco, CA during all
6 relevant times alleged herein;
- 7 W) 720 BAKER I1, LLC owns and/or owned 720 Baker, San Francisco, CA during all relevant
8 times alleged herein;
- 9 X) SF 685 GEARY STREET, LLC owns and/or owned 685 Geary Street, San Francisco, CA
10 during all relevant times alleged herein;
- 11 Y) 3201 23RD I7 LP owns and/or owned 3201 23rd Street, San Francisco, CA during all
12 relevant times alleged herein;
- 13 Z) 520 BUCHANAN STREET LLC owns and/or owned 520 Buchanan Street, San Francisco,
14 CA during all relevant times alleged herein;
- 15 AA) 1126 BUSH STREET LLC owns and/or owned 1126 Bush Street, San Francisco, CA
16 during all relevant times alleged herein;
- 17 BB) 20 SAN ANTONIO I6 LP holds title to 20 San Antonio Place, San Francisco, CA during all
18 relevant times alleged herein;
- 19 CC) 16-50 LAGUNA I2 LLC owns and/or owned 50 Laguna Street, San Francisco, CA during
20 all relevant times alleged herein;
- 21 DD) 1064 DOLORES I1 LLC dba Veritas Properties S-I LLC owns and/or owned 1064 Dolores
22 Street, San Francisco, CA during all relevant times alleged herein;
- 23 EE) 1260 BROADWAY STREET, LLC owns and/or owned 1260 Broadway, San Francisco,
24 CA during all relevant times alleged herein;
- 25 FF) 1025 STEINER I2 LLC owns and/or owned 1025 Steiner Street, San Francisco, CA during
26 all relevant times alleged herein;
- 27 GG) 655 STOCKTON STREET, LLC dba VERITAS-B SENIOR MEZZ, LLC owns and/or
28 owned 655 Stockton Street, San Francisco, CA during all relevant times alleged herein;

1 HH) 665 PINE I7, LP, owns and/or owned 665 Pine Street, San Francisco, CA during all relevant
2 times alleged herein;

3 II) SF 3809 20th STREET, LLC, owns and/or owned 3809 20th Street, San Francisco, CA
4 during all relevant times alleged herein;

5 JJ) 1035 SUTTER I3, LP, owns and/or owned 1035 Sutter Street, San Francisco, CA during all
6 relevant times alleged herein;

7 KK) 516 ELLIS I7, LP, owns and/or owned 516 Ellis Street, San Francisco, CA during all
8 relevant times alleged herein;

9 LL) 990 GEARY I3, LP, owns and/or owned 990 Geary Street, San Francisco, CA during all
10 relevant times alleged herein;

11 MM) VIC C16, LLC, owns and/or owned and/or manages 990 Geary Street, San Francisco, CA
12 during all relevant times alleged herein;

13 NN) 1 SAN ANTONIO I5, LLC, owns and/or owned 1 San Antonio Place, San Francisco, CA
14 during all relevant times alleged herein;

15 5. Defendant VERITAS INVESTMENTS, INC. is a California Corporation authorized to do business
16 in the State of California. At all relevant times, Defendant VERITAS INVESTMENTS, INC. was
17 landlord and managed the Subject Properties owned by Defendants.

18 6. On information and belief, Plaintiffs allege as follows: Defendant VERITAS INVESTMENTS,
19 INC. owns and controls OWNER DEFENDANTS. OWNER DEFENDANTS are owners of
20 VERITAS INVESTMENTS, INC. for holding the above-referenced real property. OWNER
21 DEFENDANTS are alter egos of VERITAS INVESTMENTS, INC.

22 7. VERITAS INVESTMENTS, INC. has actually owned and controlled the Subject Properties during
23 relevant times.

24 8. Defendant GREENTREE PROPERTY MANAGEMENT, INC. is a California Corporation
25 authorized to do business in the State of California. At all relevant times, Defendant GREENTREE
26 PROPERTY MANAGEMENT, INC. was landlord and managed the Subject Properties owned by
27 defendants. During relevant times, Defendant GREENTREE PROPERTY MANAGEMENT, INC.
28 performed management functions at the Subject Properties owned by Defendants, and the actions

1 hereafter alleged undertaken by Defendants were done so within the scope of their authority to
2 manage said property. Plaintiffs are informed and believe and thereon allege that Defendant
3 GREENTREE PROPERTY MANAGEMENT, INC. was established by and is wholly affiliated
4 with and controlled by defendant VERITAS INVESTMENTS, INC. for the San Francisco rental
5 property management business for properties owned by the Defendants. Defendants – including but
6 not limited to VERITAS INVESTMENTS, INC.; OWNER DEFENDANTS; and YAT-PANG AU
7 – have actually controlled the management of the Subject Properties during all relevant times.

8 9. Defendant YAT-PANG AU is a competent adult who has been doing business in the City and
9 County of San Francisco, California. Plaintiffs are informed and believe and thereon allege that,
10 during the relevant times herein Defendant YAT-PANG AU actually owned, managed and/or
11 controlled the Subject Properties.

12 10. On information and belief, Plaintiffs allege as follows: Defendant YAT-PANG AU owns and
13 controls defendants VERITAS INVESTMENTS, INC.; GREENTREE PROPERTY
14 MANAGEMENT, INC.; and OWNER DEFENDANTS. VERITAS INVESTMENTS, INC.;
15 GREENTREE PROPERTY MANAGEMENT, INC.; and OWNER DEFENDANTS are alter egos
16 of defendant YAT-PANG AU.

17 11. Defendant YAT-PANG AU at all times relevant herein, actually owned, dominated, and controlled
18 the Subject Properties, and orchestrated and ratified and was otherwise involved in the unlawful
19 schemes hereinafter described. Plaintiffs are informed and believe, and thereon allege that
20 Defendant YAT-PANG AU has committed acts establishing alter ego liability in that he has been
21 the alter-ego of OWNER DEFENDANTS and/or in that he has been the alter-ego of GREENTREE
22 PROPERTY MANAGEMENT, INC. and/or in that he has been the alter-ego of VERITAS
23 INVESTMENTS, INC. As such, adherence to the fiction of the separate existence of each
24 Defendant as an entity distinct from each other would permit an abuse of the corporate and LLC
25 privileges and would promote injustice. Therefore it would be inequitable for any Defendant to
26 escape liability for an act undertaken as much for that Defendant's benefit as for the other
27 Defendants.

28

1 12. Defendant VERITAS INVESTMENTS, INC. at all times relevant herein, actually owned,
2 dominated, and controlled the Subject Properties, and orchestrated and ratified and was otherwise
3 involved in the unlawful schemes hereinafter described. Plaintiffs are informed and believe, and
4 thereon allege that Defendant VERITAS INVESTMENTS, INC. has committed acts establishing
5 alter ego liability in that it has been the alter-ego of OWNER DEFENDANTS and/or in that it has
6 been the alter-ego of GREENTREE PROPERTY MANAGEMENT, INC. As such, adherence to
7 the fiction of the separate existence of each defendant as an entity distinct from each other would
8 permit an abuse of the corporate and LLC privileges and would promote injustice. Therefore it
9 would be inequitable for any Defendant to escape liability for an act undertaken as much for that
10 Defendant's benefit as for the other Defendants.

11 13. Defendants – including but not limited to VERITAS INVESTMENTS, INC.; GREENTREE
12 PROPERTY MANAGEMENT, INC.; and OWNER DEFENDANTS – are essentially front
13 organizations for YAT-PANG AU. Defendant YAT-PANG AU purchases, owns, and manages real
14 property throughout San Francisco. He owns the properties via OWNER DEFENDANTS under his
15 control, and he controls the properties together as one business. Most of these properties are multi-
16 unit buildings, many containing scores of units.

17 14. The true names and capacities of Defendants sued herein as DOES 1 through 20, inclusive, are at
18 this time unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names.
19 Plaintiffs will request leave to amend this complaint to allege their true names and capacities if and
20 when same have been ascertained.

21 15. At all times relevant herein, the above Defendants, and each of them, were the servant, employee,
22 partner, franchisee, joint venturor, sublessor, sublessee, operator, manager, alter-ego, and agent of
23 the other and committed the acts and omissions herein alleged within the course and scope of said
24 relationship. At times relevant herein, the above defendants, and each of them, were “persons who
25 hire” within the meaning of Civil Code Section 1940. At times relevant herein, the above
26 defendants, and each of them were “landlords” within the meaning of the San Francisco
27 Administrative Code.

28

1 16. In committing the acts complained of herein, each Defendant acted as an authorized agent,
2 employee or representative of each other Defendant. Each act of each Defendant complained of
3 herein was committed within the scope of said agency, employment or other representation, and/or
4 each act was ratified by each other Defendant. Each Defendant is liable, in whole or in part, for the
5 damages and harm suffered by Plaintiffs.

6 17. This court is the proper court because the damage to Plaintiffs and making of the contracts which
7 are the subject of this action occurred within its jurisdictional area.

8 18. California law provides for an award of attorney's fees to the prevailing party in actions for
9 damages based on certain causes of action asserted herein. California law, including but not limited
10 to Civil Code §§ 52 and 1942.4, California Government Code §§ 12955, et seq., and San Francisco
11 Administrative Code, Chapter 37, Sec. 37.10B, provide for an award of reasonable attorney's fees
12 to the prevailing party in an action for damages asserted herein. Additionally, written contracts
13 provide for an award of attorney's fees based upon the Plaintiffs' causes of action asserted herein.
14 Plaintiffs have incurred and will incur attorney's fees as a result of Defendants' actions complained
15 of herein.

16 19. Plaintiffs are informed and believe and thereon allege that at all relevant times, Defendants were
17 Plaintiffs' landlord and Plaintiffs were tenants of Defendants, as "landlord" and "tenant" are
18 defined under California common law, applicable California State statutes, and Chapter 37 of the
19 San Francisco Administrative Code (the "San Francisco Rent Ordinance").

20 20. Plaintiffs hereinafter allege that they have been tenants at the Subject Properties owned and
21 managed by the above-mentioned Defendants and have been subjected to the unlawful conduct and
22 action of Defendants as hereinafter described.

23 21. Defendants' regular business practices including their practices at the Subject Properties since
24 acquiring it, and at the other San Francisco properties in their portfolio, have included regular and
25 repeated bad faith conduct, intimidation, harassment and abuse of the rent-controlled tenants in
26 possession, including but not limited to the Plaintiffs. This misconduct was intended and designed
27 to substantially interfere with and disturb the tenants' comfort, repose, peace and quiet in their units
28 at the Subject Properties and has caused, is likely to cause, and has been intended to cause the

1 tenants to vacate the Subject Properties and/or to surrender or waive their rights in their respective
2 tenancies. These actions and business practice violate Plaintiffs' rights under Civil Code Section
3 1927 and under the San Francisco Rent Ordinance, including but not limited to §37.9 and §37.10B.
4 Defendants target long-term rent controlled tenants in a disguised effort to harass and intimidate
5 them with the goal of forcing tenants to move out so Defendants can raise rent to market rate.
6 Defendants' misconduct includes, but is not limited to, the following:

- 7 A) Undertaking construction in a manner that is calculated to cause disruption of the tenants'
8 quiet use and enjoyment of their premises, including but not limited to, excessive and
9 continuous noise, invasion of privacy, frequent and prolonged water shut-offs without
10 proper notice, disruption of heat supply without proper notice, allowing dust, dirt, and
11 debris to accumulate in the hallways and to permeate into tenants' units, undertaking
12 construction beginning early in the morning and into the evenings and on weekends, leaving
13 doors open causing a security hazard, misusing the elevator and causing additional elevator
14 breakdown, causing unsanitary conditions in common areas and piling of garbage and
15 hazardous construction debris, and prolonging construction. Often Defendants have
16 improperly undertaken construction and removal of asbestos and of lead based paint in an
17 unsafe and unauthorized matter. Defendants failed to properly supervise and manage their
18 agents and workers at the Subject Properties. Defendants have prioritized harmful work in
19 common areas and in vacated units above making necessary repairs to the units still
20 occupied by tenants and when such repairs are made to plaintiffs' units, they are often done
21 in a shoddy and unprofessional manner. Defendants have sealed Plaintiffs' windows,
22 denied them fresh air and/or natural light for prolonged periods of time, and have invaded
23 Plaintiffs' privacy.
- 24 B) Defendants falsely deny receipt of Plaintiffs' rents, intentionally make Plaintiffs' rent
25 ledgers confusing to purposefully allege arrears, and claim fraudulent late charges.
- 26 C) Defendants have repeatedly caused and exacerbated defective and uninhabitable conditions
27 in Plaintiffs' units by the poor performance of their construction work operations in
28 surrounding vacated units and in nearby common areas – including but not limited to

1 causing excessive noise, shaking, crumbling and caving in at walls and ceilings, severe
2 leaks and water intrusions and related damage, mold and/or microbial growth, repeated fire
3 alarms, noxious smells, proliferation of construction dust and debris, proliferation of lead
4 and asbestos hazards, increased contaminants and turbidity to tenants' water supply;
5 plumbing leaks and sewage backflows into sinks and showers; regular repeated loss of
6 services including heat and water often without proper notice or beyond noticed periods;
7 electric sparking; and defendants have at times then made entry to Plaintiffs' units with
8 insufficient notice or even requested or required their displacement with poor and
9 insufficient notice and often without adequate information even including a proper estimate
10 for the length of displacement; falsely claiming that Plaintiffs have to vacate their respective
11 apartments for indeterminate time periods to effect repairs, which do not require that
12 Plaintiffs be displaced; on other occasions Defendants give notice for entry for repairs, only
13 to not show up or to show up late and to stay after the notice period.

14 D) Defendants have refused and ignored requests to properly organize and conduct their work
15 at the Subject Properties, to properly inform the tenants as to the scope of work occurring
16 where they live, and regarding all hazards affected or exposed thereby, and regarding proper
17 displacement arrangements for necessary work in Plaintiffs' units. Instead, Defendants have
18 continued their practices designed to harm the tenants and to increase the distress to the
19 tenants at the Subject Properties including the Plaintiffs.

20 E) Defendants have permanently decreased housing services provided in Plaintiffs' tenancies,
21 including but not limited to parking and access to patios, balconies, and roofs, which were
22 services provided in several tenancies at the Subject Properties by defendants' predecessors
23 in interest at the Subject Properties.

24 F) Defendants have made an intimidating presence, harassing, threatening, and abusing
25 tenants. The harassment, threats, and abuse include, but are not limited to, telling tenants
26 they are in violation of their rental agreements when, in fact they are not, and attempting to
27 force tenants to waive their tenant rights in exchange for meager rent credits, which don't
28 begin to approach the damage and harm caused to Plaintiffs by Defendants' misconduct.

- 1 G) Defendants have also allowed the property to remain insecure, while at the same time
2 requesting to pass through costs associated with unnecessary or inflated costs of
3 construction, and with installing security cameras (which cameras are not installed tenant
4 common areas where theft had been reported, but instead were installed in locations where
5 Defendants could monitor the tenants, and the Defendants' newly-installed electric meters).
6 Defendants' frequent and improper efforts to pass through costs are designed to confuse and
7 intimidate tenants, and to obfuscate rental amounts and rent ledgers with fraudulent charges.
8 Defendants' agents have continued to routinely leave doors to some of the Subject
9 Properties open and unlocked and unmonitored for regular and lengthy periods.
- 10 H) Unilaterally, arbitrarily and improperly changing terms of tenancy and/or threatening
11 eviction.
- 12 I) Not responding promptly to specific repair requests of tenants, allowing serious defective
13 conditions to exist notwithstanding the fact that repairs have been requested; and otherwise
14 creating an unwelcome home environment for the tenants.

15 22. Throughout Plaintiffs' tenancies at the Subject Properties, Defendants have failed to meaningfully
16 respond to Plaintiffs' complaints regarding habitability defects in the Subject Properties. The
17 habitability defects in the Subject Properties, of which Defendants have actual or constructive
18 notice, include but are not limited to, the following:

- 19 a) Pest and rodent infestations;
20 b) Bed bug infestations;
21 c) Water Intrusion and leaks;
22 d) Mold and microbial growth;
23 e) Cracked and damaged walls and ceilings;
24 f) Peeling paint;
25 g) Exposed wiring;
26 h) Inoperable elevators;
27 i) Inoperable laundry facilities;
28 j) Defective appliances;

- 1 k) Dilapidated carpets and worn flooring;
- 2 l) Broken windows and doors;
- 3 m) Lack of heat;
- 4 n) Removal of services;
- 5 o) Accumulation of garbage;
- 6 p) Plumbing leaks; and
- 7 q) Excessive moisture and humidity;
- 8 r) Unsanitary and/or hazardous conditions in the common areas.

9 23. During Plaintiffs' tenancies at the Subject Properties, Plaintiffs repeatedly notified Defendant(s)
10 and/or their agents of the defective and dangerous conditions and nuisances set forth herein, and
11 others, and requested that Defendant(s) have them addressed, repaired and/or remedied. Despite
12 these requests and Defendants' knowledge of the defective and dangerous conditions as described
13 in this Complaint, Defendants failed to timely repair or address the conditions and nuisances in a
14 proper manner, caused unnecessary delays and/or have done so in a negligent, unprofessional and
15 shoddy fashion.

16 24. The City of San Francisco Department of Building Inspection issued multiple Notices of Violation
17 ("NOVs") concerning serious habitability defects and life and safety hazards in the Subject
18 Properties, which were not abated within 35 days of issuance. Said NOVs include but are not
19 limited to the following:

- 20 A) NOV #201707891 and NOV # 201862011 – 920 Leavenworth Street, #301, San Francisco,
21 CA;
- 22 B) NOV # 201840541 – 240 Saint Joseph's Avenue #110, San Francisco, CA;
- 23 C) NOV #201718181 – 320 Turk Street, San Francisco, CA;
- 24 D) NOV #201864231 – 655 Powell Street #303, San Francisco, CA;
- 25 E) NOV #201879201– 655 Powell Street, San Francisco, CA;
- 26 F) NOV #201872811 – 655 Powell Street, San Francisco, CA;
- 27 G) NOV # 201884363 – 709 Geary Street, #102, San Francisco, CA;
- 28 H) NOV # 201882461 – 709 Geary Street, San Francisco, CA;

- 1 I) NOV # 201860161 – 1819 Golden Gate Avenue, #2, San Francisco, CA;
2 J) NOV # 201875001 – 270 Turk Street #703, San Francisco, CA;
3 K) NOV # 201875604 – 685 Geary Street, San Francisco, CA;
4 L) NOV # 201716591 – 1 San Antonio Place, #1A, San Francisco, CA;
5 M) NOV # 201701622 - 1 San Antonio Place, #1A, San Francisco, CA.

6 25. Plaintiffs are informed and believe and thereon allege that Defendants had both actual and
7 constructive knowledge of the conditions, defects and nuisances complained of herein by Plaintiffs,
8 and despite said knowledge, Defendants failed to correct the defective and dangerous conditions,
9 performed inadequate, unnecessarily harmful, and shoddy work and repairs, and/or deliberately
10 delayed making repairs and remedying the conditions and nuisances for an unreasonable amount of
11 time.

12 26. Housing inspectors from the San Francisco Department of Building Inspection (hereinafter “DBI”)
13 have cited Defendant(s) with Notice(s) of Violation on several of the below properties and the
14 repairs were not completed within 35 days of the service of said Notice(s) of Violation and
15 therefore pursuant to Civil Code § 1942.4, Defendants did not have the right to collect and demand
16 rent from Plaintiffs for varying periods of their tenancies when the owner Defendants were in
17 violation of Civil Code § 1942.4.

18 27. At all times relevant to each cause of action herein, and at all times during their tenancies, Plaintiffs
19 have performed each and every obligation required under the rental agreements and by law. None
20 of the defective and dangerous conditions or nuisances were caused by acts or omissions of
21 Plaintiffs or the wrongful or abnormal use of the subject premises by Plaintiffs or anyone acting
22 under Plaintiffs’ authority.

23 **240 SAINT JOSEPH’S AVENUE**

24 28. MADELYN MCMILLIAN resides at 240 Saint Joseph’s Avenue #110, San Francisco, California
25 pursuant to a written lease agreement, which contains an attorney’s fees provision. Ms. McMillian
26 has resided in her apartment for approximately 26 years, and she pays approximately \$1,135.55 in
27 monthly rent.

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320 TURK STREET

29. DORIS JOHNSON resides at 320 Turk Street # 206, San Francisco, California pursuant to a written residential lease agreement. Ms. Johnson has lived in her apartment for approximately 20 years, and she pays approximately Ms. Johnson pays approximately \$824.41 in monthly rent.

30. GREGORY LAWLER resided at 320 Turk Street # 408, San Francisco, California pursuant to a written residential lease agreement. Mr. Lawler moved into his apartment in or around September 2002, and he paid monthly rent in the approximate amount of \$975.00. In or around July 2018, Mr. Lawler was forced to vacate in or around due to the above alleged habitability defects and ongoing improper and harmful construction activities.

1440 SUTTER STREET

31. YOLANDA SULLON and LIDIA SULLON reside at 1440 Sutter Street #104, San Francisco, CA. Lidia Sullon moved into the apartment in or around July 1994, and Yolanda Sullon and Lidia Sullon pay approximately \$1,153.00 in monthly rent.

57 TAYLOR STREET

32. SAAD ALSORIH I resides at 57 Taylor Street #434, San Francisco, California pursuant to a written lease. Mr. AlSORIH I moved into his apartment in or around May 1, 1996 pursuant to a written lease, and Mr. AlSORIH I pays approximately \$480.37 in monthly rent.

33. RAYMOND LEVY resides at 57 Taylor Street #446, San Francisco, CA. Mr. Levy has resided in his apartment for approximately 29 years, and he currently pays approximately \$525.00 in monthly rent.

34. GERMAIN GONGORA resides at 57 Taylor #318, San Francisco, CA for approximately 13 years pursuant to a lease. MIGUEL GONGORA moved into the apartment in approximately March 2005. The monthly rent is approximately \$1,624.00.

35. ROBERT MCCRADY and BRENDA ELLIS reside at 57 Taylor Street, #412, San Francisco, CA pursuant to a written lease. Said tenants have resided in their apartment for 48 years. Mr. McCrady and Ms. Ellis pay approximately \$941.95 in monthly rent.

1 36. JAMES HUTCHINSON resides at 57 Taylor Street, #34, San Francisco, CA pursuant to a written
2 lease. Mr. Hutchinson moved into his apartment in 2008, and he pays approximately \$650.00 in
3 monthly rent.

4 37. VICTOR PECH and MARIA PECH UC reside at 57 Taylor Street, #206, San Francisco, CA
5 pursuant to a written lease. Said tenants moved into the apartment in summer of 2017. Mr. Pech
6 and Maria Pech Uc pay approximately \$2,043.00 in monthly rent.

7 38. SOFIA UC resides at 57 Taylor Street, #114, San Francisco, CA pursuant to a written lease. She
8 moved into the apartment in or around November 2012 and she pays approximately \$936.68 in
9 monthly rent. Ms. Uc's two minor children both suffered lead poisoning during her tenancy.

10 **655 POWELL STREET**

11 39. ELLEN SHEELEY resides at 655 Powell #303, San Francisco, CA pursuant to a written lease. Ms.
12 Sheeley moved into her apartment in or around 2008, and she currently pays approximately
13 \$2,152.18 in monthly rent.

14 40. MEREDITH SPOTO resides at 655 Powell Street #108, San Francisco, CA pursuant to a written
15 lease. Ms. Spoto moved into June 2012, and Ms. Spoto pays approximately \$1,800.

16 41. JAY WILSON FISHER resides 655 Powell Street #106, San Francisco, CA pursuant to a written
17 lease. Mr. Fisher moved into his apartment in March 2007, and he pays an approximate monthly
18 rent of \$2,100.00.

19 42. OSCAR CORONADO resides at 655 Powell Street # 308, San Francisco, CA pursuant to a written
20 lease. Mr. Coronado moved into his apartment in June 2016, and his current monthly rent is
21 approximately \$2,108.00.

22 43. KAREN MCMILLAN and MARCELO FARIAS reside at 655 Powell Street, #504, San Francisco,
23 CA pursuant to a written lease.

24 44. ELIZABETH KNEPPER resides at 655 Powell Street # 604, San Francisco, CA pursuant to a
25 written lease. Ms. Knepper moved into her apartment in February 1978, and her current monthly
26 rent is approximately \$750.00.

27 **2730 SACRAMENTO STREET**

28 45. GEOFF HECHT and KIMBERLY HECHT, 2730 Sacramento, Street # 3, San Francisco, CA

1 pursuant to a lease. The Hechts moved into the apartment approximately 30 years ago, and they
2 pay approximately \$1500.00 in monthly rent.

3 **3663 20TH STREET**

4 46. PENNY SCHONER resides at 3663 20th Street, San Francisco, CA pursuant to a written lease
5 agreement. She moved into her apartment in approximately 1980, and her current monthly rent is
6 approximately \$462.00.

7 **916 PACIFIC AVENUE**

8 47. CHIA YU TAM resides at 916 Pacific Avenue #14, San Francisco CA pursuant to a written lease
9 agreement, which contains an attorney's fees provision. Mr. Tam moved into the apartment in
10 1995, and he pays a current monthly rent of approximately \$799.88.

11 **1075 O'FARRELL STREET**

12 48. JENNIFER GALARAZA resides at 1075 O'Farrell Street # 12, San Francisco, CA pursuant to a
13 written lease agreement, which contains an attorney's fees provision. Ms. Galaraza moved into her
14 apartment in or around July 2009, and she currently pays monthly rent the approximate amount of
15 \$580.00.

16 **920 LEAVENWORTH STREET**

17 49. ELIZABETH MENON resides at 920 Leavenworth Street #301, San Francisco, CA pursuant to a
18 written lease agreement. Ms. Menon moved into her apartment in or around December 2002, and
19 she pays monthly rent in the approximate amount of \$1,318.92.

20 **990 FULTON STREET**

21 50. JOSEPH JAMES CATANZARITA resides at 990 Fulton Street #302, San Francisco, CA pursuant
22 to a written lease agreement. Mr. Catazarita moved into his apartment in approximately 2001, and
23 he pays approximately \$1,350 in monthly rent.

24 51. MAHELA SHAW resides at 990 Fulton Street #204, San Francisco, CA pursuant to a written lease
25 agreement. Mr. Shaw moved into her apartment in or around November 2005, and she currently
26 pays approximately \$1,600.00 in monthly rent.

27 52. CHRISTINE SANDHU resides at 990 Fulton Street #303, San Francisco, CA pursuant to a written
28 lease agreement, which contains an attorney's fees provision. Ms. Sandhu moved into her

1 apartment on October 2011 and she pays approximately \$2,000 in monthly rent.

2 53. JACQUES MICHAELS resides at 990 Fulton Street #301, San Francisco, CA pursuant to a written
3 lease agreement. Mr. Michaels moved into his apartment in or around October 1996, and he pays
4 approximately \$2,500 in monthly rent.

5 54. JOSEPH DOWLER resides at 990 Fulton Street #306, San Francisco, CA. Mr. Dowler moved into
6 his apartment in or around July 7, 2003 pursuant to a written lease, and he pays approximately
7 \$1,346.00 in monthly rent.

8 **337 10TH AVENUE**

9 55. CHRISTOPHER KANG resides at 337 10th Avenue #6, San Francisco, CA pursuant to a written
10 lease agreement. Mr. Kang moved into the apartment in or around October 2010, and he pays
11 approximately \$1624.00 in monthly rent.

12 **845 CALIFORNIA STREET**

13 56. JASON SANDERS resides at 845 California Street #403, San Francisco, CA pursuant to a written
14 lease agreement. Mr. Sanders moved into his apartment in or around 2006, and he pays
15 approximately \$1,650 in monthly rent.

16 57. REBECCA HALAS resides at 845 California Street #804, San Francisco, CA, pursuant to a written
17 lease agreement. Ms. Halas moved into her apartment on or around 2007, and she pays
18 approximately \$1638.91 in monthly rent.

19 **709 GEARY STREET**

20 58. RAYMOND SULLIVAN resides at 709 Geary Street #102, San Francisco, CA pursuant to a
21 written lease agreement, which contains an attorney's fees provision. Mr. Sullivan moved into his
22 apartment in or around December 2016, and he pays approximately \$980.00 in monthly rent. Mr.
23 Sullivan suffered multiple falls at 709 Geary Street due to improper maintenance and management
24 of the building, and suffered personal injury as a result of said falls.

25 **621 STOCKTON STREET**

26 59. JACK BEST, 621 Stockton Street #306, San Francisco, CA pursuant to a written lease agreement,
27 which contains an attorney's fees provision. Mr. Best moved into his apartment in or around 2010
28 and pays approximately \$2,645.00 in monthly rent.

1 60. BRITTANY SHOOT and ANDREAS PEDERSEN reside in 621 Stockton Street #402, San
2 Francisco, CA pursuant to a written lease agreement. Ms. Shoot and Mr. Pedersen moved into their
3 apartment on or around August 11, 2012, and they pay approximately \$3,203.00 in monthly rent.

4 61. ADAM OUDERKIRK resides at 621 Stockton Street #504, San Francisco, California pursuant to a
5 written lease agreement. He moved into his apartment in or around November 2010. He currently
6 pays approximately \$2,160.00 in monthly rent.

7 **350 JUDAH STREET**

8 62. STEVE WILSON and MARY WILSON reside in 350 Judah Street #505, San Francisco, CA
9 pursuant to a written lease agreement, which contains an attorney's fees provision. The Wilsons
10 moved into their apartment in or around May 1993, and they pay approximately \$1,300 in monthly
11 rent.

12 **698 BUSH STREET**

13 63. GUNVANT SHAH resides at 698 Bush Street #506, San Francisco, California pursuant to a written
14 lease agreement. Mr. Shah moved into his apartment in or around 1975, and he currently pays
15 approximately \$280.12 in monthly rent.

16 64. ADIL AHSAN resided at 698 Bush Street #507, San Francisco, California pursuant to a written
17 lease agreement. Mr. Ahsan moved into his apartment in or around December 2011, and he paid
18 monthly rent in the approximate amount of \$1,913.00 at the time he vacated his apartment in or
19 around November 1, 2018.

20 65. SOOK FUNG resides at 698 Bush Street #698, San Francisco, California pursuant to a written lease
21 agreement. Ms. Fung moved into her apartment in or around March 1972 and she pays
22 approximately \$246.65 in monthly rent.

23 **915 PIERCE STREET**

24 66. THOMAS BULGER resides at 915 Pierce Street #201, San Francisco, CA pursuant to a written
25 lease agreement, which contains an attorney's fees provision. Mr. Bulger moved into his apartment
26 in approximately 1992, and he currently pays approximately \$980 in monthly rent.

27 67. SANDRA DENUTO resides at 915 Pierce Street #303, San Francisco, CA, pursuant to a written
28 lease agreement, which contains an attorney's fees provision. Ms. Denuto moved in or around

1 1988, and her monthly rent is approximately \$1571.

2 **1819 GOLDEN GATE AVENUE**

3 68. SARA GIESSINGER resides at 1819 Golden Gate Avenue #6, San Francisco, CA pursuant to a
4 written lease agreement, which contains an attorney's fees provision. Mr. Giessinger moved into
5 her apartment in or around November 2010, and she pays approximately \$1,576.92 in monthly rent.

6 69. GWEN PORTER resides at 1819 Golden Gate Avenue # 15, San Francisco, CA pursuant to a
7 written lease agreement. Ms. Porter moved into her apartment in or around 1993, and she currently
8 pays approximately \$863.13 in monthly rent.

9 70. SELINA KEENE and FABIAN HERD reside at 1819 Golden Gate Avenue #2, San Francisco, CA
10 pursuant to a written lease agreement. Mr. Herd moved into the apartment approximately 20 years
11 ago, and Ms. Keene and Mr. Herd pay approximately \$942.79 in monthly rent.

12 **270 TURK STREET**

13 71. ANGEL TENORIO resides at 270 Turk Street #703, San Francisco, CA pursuant to a written lease
14 agreement. Mr. Tenorio moved into his apartment on June 30, 2004, and he pays approximately
15 \$1,024.00 in monthly rent.

16 **610 CLIPPER STREET**

17 72. KENDRA WEINISCH resides at 610 Clipper Street #3, San Francisco, CA pursuant to a written
18 lease agreement. Ms. Weinisch moved into her apartment in or around November 2010, and she
19 pays approximately \$1,685.00 in monthly rent.

20 73. DAVID L. CUNNINGHAM resides at 610 Clipper Street #15, San Francisco, CA pursuant to a
21 written lease agreement. Mr. Cunningham moved into his apartment in or around 2013, and he
22 pays approximately \$2,583.00 in monthly rent.

23 74. JAMES SHUMATE and REUBEN PEREZ reside at 610 Clipper Street, #5, San Francisco, CA
24 pursuant to a written lease. Mr. Rueben moved into the apartment in or around December 2004,
25 and Mr. Shumate moved into the apartment in or around November 2011, and Messrs. Rueben and
26 Shumate pay approximately \$2,450.00 in monthly rent.

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1 **721 GEARY STREET**

2 75. SHIRROD RICHARDSON resides at 721 Geary Street #22, San Francisco, CA pursuant to a
3 written lease agreement. Ms. Richardson moved into her apartment in July 2008, and she pays
4 monthly rent in the approximate amount of \$1848.22.

5 **720 BAKER STREET**

6 76. MIRIAM PALM resides at 720 Baker Street, Apt. F, San Francisco, CA pursuant to a written lease
7 agreement. Ms. Palm moved into her apartment in or around March 2005, and she pays
8 approximately \$1331.16 in monthly rent.

9 77. JOHN DESSING resides at 720 Baker Street, Apt. H, San Francisco, CA pursuant to a written lease
10 agreement, which contains an attorney's fees provision. Mr. Dessing moved into his apartment in
11 or around September 2007, and he pays approximately \$1,446.96 in monthly rent.

12 78. LANCE EVANDER resides at 720 Baker Street, Apt. A, San Francisco, CA pursuant to a written
13 lease agreement, which contains an attorney's fees provision. Mr. Evander moved into his
14 apartment in or around 2009, and he pays approximately \$1,348 in monthly rent.

15 **685 GEARY STREET**

16 79. RAQUEL DOMINGUEZ resides at 685 Geary Street, #301, San Francisco, CA pursuant a written
17 lease agreement. Ms. Dominguez moved into her apartment in or around December 2017, and she
18 pays approximately \$2,195.00 for monthly rent.

19 80. LETICIA CORTEZ resides at 685 Geary Street, #406, San Francisco, CA pursuant to a written
20 lease agreement. Ms. Cortez moved into her apartment in or around October 2009, and she pays
21 approximately \$1,066.52 in monthly rent.

22 81. JOHN SIMMONS resides at 685 Geary Street, #503, San Francisco, CA pursuant to a written lease
23 agreement. Mr. Simmons moved into his apartment in or around August 2017, and he currently
24 pays monthly rent in the amount of \$2,295.00.

25 **3201 23RD STREET**

26 82. MARGARET SMITH and EMANUEL WAKTOLA reside at 3201 23rd Street, #204, San
27 Francisco, CA pursuant to a written lease agreement. Ms. Smith and Mr. Waktola moved into their
28 apartment in or around January 2016, and they pay approximately \$2,325.05 in monthly rent.

520 BUCHANAN STREET

83. JOHN JAY PARRISH resides at 520 Buchanan Street, #21, San Francisco, CA pursuant to a written lease agreement. Mr. Parrish moved into his apartment in or around 2006, and he pays approximately \$1,120.44 in monthly rent.

84. LANDRA TANKHA resides at 520 Buchanan Street, #11, San Francisco, CA 94102 pursuant to a written lease agreement. Ms. Tankha moved into her apartment in or around January 1996, and she pays approximately \$720.00 in monthly rent. The conditions and harassment alleged in this complaint exacerbated Ms. Tankha's pre-existing medical conditions, and caused her severe emotional distress.

85. BRYAN BUTLER resides at 520 Buchanan Street #27, San Francisco, CA 94102 pursuant to a written lease agreement. Mr. Butler moved into his apartment in or around February 1995, and he currently pays approximately \$728.00 in monthly rent.

86. DANIEL CORIN and SILMARIE TORRES reside at 520 Buchanan Street, Apt. 2, San Francisco, CA 94102 pursuant to a written lease agreement. Mr. Corin and Ms. Torres moved into the apartment in or around October 2017 and pay approximately \$3,350.00 in monthly rent.

1126 BUSH STREET

87. JON E. CHRISTENSON resides at 1126 Bush Street, #403, San Francisco, CA pursuant to a written lease agreement. Mr. Christenson moved into his apartment in or around 2007, and he pays \$1,450.00 in monthly rent.

88. ANNE LUKANC resides at 1126 Bush Street, #505, San Francisco, CA pursuant to a written lease agreement, which contains an attorney's fees provision. Ms. Lukanc moved into her apartment in or around December 2010, and pays approximately \$2,196.00 in monthly rent.

20 SAN ANTONIO PLACE

89. LIBBY STAUB and RANDY SAWYER reside at 20 San Antonio Place, #1B, San Francisco, CA pursuant to a written lease agreement. Randy Sawyer moved into his apartment in approximately 2001, and Mr. Sawyer and Ms. Staub signed a written lease in 2003. Ms. Staub and Mr. Sawyer pay monthly rent in the approximate amount of \$2600.

1 90. PATRICK SHANNON and KATHERINE SHANNON reside at 20 San Antonio Place, #3B, San
2 Francisco, CA pursuant to a written lease agreement. Mr. Shannon and Ms. Shannon moved into
3 their apartment in or around 2001, and they pay approximately \$1,939 in monthly rent.

4 **50 LAGUNA STREET**

5 91. MATTHEW POWELL resides at 50 Laguna Street, #405, San Francisco, CA pursuant to a written
6 lease agreement. Mr. Powell moved into his apartment in or around 2008, and he currently pays
7 monthly rent in the approximate amount of \$1,694.84.

8 **1064 DOLORES STREET**

9 92. ADRIAN ANZALDUA and MIRRA SCHWARTZ reside at 1064 Dolores Street, #12, San
10 Francisco, CA, pursuant to a written lease agreement. Mr. Anzaldua and Mirra Schwartz moved
11 into the apartment in or around August 2010, and they pay monthly rent in the approximate amount
12 of \$2,400.

13 93. JON KESSLER resides at 1064 Dolores Street, #7, San Francisco, CA pursuant to a written lease
14 agreement. Mr. Kessler moved into the apartment in or around May 1996, and he pays monthly
15 rent in the approximate amount of \$1700.00.

16 **1260 BROADWAY**

17 94. ALEX WILSON resides at 1260 Broadway, #303, San Francisco, CA pursuant to a written lease
18 agreement. ALEX WILSON moved into the apartment in or around July 2009, and he pays
19 monthly rent in the approximate amount of \$1,810.00.

20 95. EVAN MEAGHER and REBECCA FRAZZANO reside at 1260 Broadway, #101, San Francisco,
21 CA pursuant to a written lease agreement. Mr. Meagher and Ms. Frazzano moved into the
22 apartment in or around August 2009, and they pay monthly rent in the approximate about of
23 \$2,046.00.

24 **655 STOCKTON STREET**

25 96. ANTONIO GODOY and ELIZABETH MATICELLO reside at 655 Stockton Street, #106, San
26 Francisco, CA pursuant to a written lease agreement. Mr. Godoy and Ms. Maticello moved into the
27 apartment in or around 1988, and they pay monthly rent in the approximate about of \$1,000.00.

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1025 STEINER STREET

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2 97. SHEHAN JAYATILAKA resides at 1025 Steiner Street, #11, San Francisco, CA pursuant to a
3 written lease agreement. Ms. Jayatilaka moved into the apartment in or around March 2011, and he
4 pays monthly rent in the approximate amount of \$1,346.00.

665 PINE STREET

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6 98. MENTA SRIKANTH SUNDARA resides at 665 Pine Street, #903, San Francisco, CA pursuant to
7 a written lease agreement. Mr. Sundara moved into the apartment in or around May 2015 and he
8 pays monthly rent in the approximate amount of \$2,695.00.

9 99. DALE SPEER and NEIL HARVEY reside at 665 Pine Street, #901, San Francisco, CA pursuant to
10 a written lease agreement. Mr. Speer and Mr. Harvey moved into the apartment in or around
11 January 1979 and they pay a monthly rent in the approximate amount of \$519.63.

12 100. TARUN MEHTA resides at 665 Pine Street, #904, San Francisco, CA pursuant to a written
13 lease agreement. Mr. Mehta moved into the apartment in or around March 2015 and he pays a
14 monthly rent in the approximate amount of \$2,538.00.

15 101. GAIL CLARK resides at 665 Pine Street, #1004, San Francisco, CA pursuant to a written lease
16 agreement. Ms. Clark moved into the apartment in or around August 2004 and she pays a monthly
17 rent in the approximate amount of \$1,757.81.

18 102. DOLLY TALAGA resides at 665 Pine Street, #704, San Francisco, CA pursuant to a written
19 lease agreement. Ms. Talaga moved into the apartment in or around 1982 and she pays a monthly
20 rent in the approximate amount of \$493.57.

21 103. FLORENCE NORMAN resides at 665 Pine Street, #503, San Francisco, CA pursuant to a
22 written lease agreement. Ms. Norman moved into the apartment in or around 1985 and she pays a
23 monthly rent in the approximate amount of \$609.00.

24 104. JOHN HUGHES resides at 665 Pine Street, #902, San Francisco, CA pursuant to a written lease
25 agreement. Mr. Hughes moved into the apartment in or around 1976 and he pays a monthly rent in
26 the approximate amount of \$520.00.
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1 105. JEFFREY GILMORE resides at 665 Pine Street, #701, San Francisco, CA pursuant to a written
2 lease agreement. Mr. Gilmore moved into the apartment in or around summer 2002 and he pays a
3 monthly rent in the approximate amount of \$1,366.30.

4 106. VALEDI KACUPI resides at 665 Pine Street, #204, San Francisco, CA pursuant to a written
5 lease agreement. Ms. Kacupi moved into the apartment in or around December 2012 and pays a
6 monthly rent in the approximate amount of \$2,160.00.

7 **3809 20TH STREET**

8 107. PAULA GINSBURG resides at 3809 20TH Street, #205, San Francisco, CA pursuant to a
9 written lease agreement. Ms. Ginsburg moved into the apartment in or around 1988 and she pays a
10 monthly rent in the approximate amount of \$1,800.00.

11 **1035 STREET**

12 108. CYNTHIA SPEARS resides at 1035 Sutter Street, #6, San Francisco, CA pursuant to a written
13 lease agreement. Ms. Spears moved into the apartment in or around 2008 and she pays a monthly
14 rent in the approximate amount of \$1,480.00.

15 109. DEBRA NUNEZ resides at 1035 Sutter Street, #4, San Francisco, CA pursuant to a written
16 lease agreement. Ms. Nunez moved into the apartment in or around October 1988 pursuant to a
17 written lease agreement and she pays a monthly rent in the approximate amount of \$1,100.00.

18 **516 ELLIS STREET**

19 110. CESAR SERRANO and JOSE NAJERA reside at 516 Ellis Street, #504, San Francisco, CA
20 pursuant to a written lease agreement. Mr. Serrano moved into the apartment in or around 1980
21 and Mr. Najera moved into the apartment in or around 2013. Said tenants pay a monthly rent in the
22 approximate \$1,420.00.

23 **990 GEARY STREET**

24 111. CHARLOTTE HUNT resides at 990 Geary Street, #303, San Francisco, CA pursuant to a
25 written lease agreement. Ms. Hunt moved into the apartment in or around 1999 and she pays
26 approximately \$1,575.00 in monthly rent.

27 ///

28 ///

1 SAN ANTONIO PLACE

112. WENCESLAO “ROLY” MUNOZ and ROLY ACUNA reside at 1 San Antonio Place, #1A, San Francisco, CA pursuant a written lease agreement. Said tenants moved into their apartment in or around October 2008 and they pay approximately \$2,500.00 in monthly rent.

113. Plaintiffs PENNY SCHONER, DORIS JOHNSON, JOSEPH DOWLER, ELIZABETH MENON, MATTHEW POWELL, LANDRA TANKHA, ROBERT MCCRADY, BRENDA ELLIS, PATRICK SHANNON, KATHERINE SHANNON, RAYMOND LEVY, SELINA KEENE, JAY WILSON FISHER, MADELYN MCMILLIAN, JAMES HUTCHINSON, ELIZABETH KNEPPER, DALE SPEER, NEIL HARVEY, SOOK FUNG, PAULA GINSBURG, DOLLY TALAGA, FLORENCE NORMAN, JOHN HUGHES are disabled and/or seniors for purposes of this lawsuit. Defendants discriminated against Plaintiffs by taking such actions, or inactions, as set forth herein. Defendants’ actions include, but are not limited to: intentionally and willfully denying repairs to the Subject Properties, including repairing elevators and common areas; failing to properly secure the Subject Properties causing Plaintiffs apprehension and fear regarding their safety; and other misconduct as set forth herein.

114. Plaintiffs have suffered, and the Defendants’ actions and inactions set forth herein have directly and proximately caused, damages including but not limited to the following: loss of use and enjoyment of rent controlled property; property damage; a substantial reduction in services and reduced enjoyment of the premises; diminished value of rent controlled property; payment of excessive rent; economic loss; fear; substantial discomfort and annoyance; physical, mental, and emotional pain, injury, and distress, including, but not limited to shock, headaches, anxiety, insomnia, nervousness, digestive problems, respiratory problems, fatigue, depression, embarrassment, humiliation, discomfort, annoyance, and aggravation of preexisting medical conditions; all in amounts to be demonstrated by proof at the time of trial.

115. Plaintiffs are informed and believe and thereon allege that Defendants’ actions and inactions constitute malice and oppression as defined in Civil Code § 3294, and Plaintiffs should recover, in addition to actual damages, damages to make an example of and to punish Defendants. Defendants, and each of them, acted with oppression and/or malice in that, among other things, they acted with

1 a willful and conscious disregard for the rights and safety of the Plaintiffs their tenants. Defendants’
2 actions and inaction were oppressive for reasons including, but not limited to the following: they
3 were carried on with a willful and conscious disregard of Plaintiffs’ rights, and Defendants knew
4 that defective conditions existed, they concealed them from Plaintiffs and knew that their failure to
5 correct violations of those laws would detrimentally affect Plaintiffs. Defendants engaged in the
6 above described conduct with the knowledge that the conduct was without right or justification and
7 without regard for the fact that it would cause injury to Plaintiffs. Rather, Defendants’ conduct was
8 oppressive and done with the intent to maximize income from the Subject Properties
9 notwithstanding Defendants’ obligations to Plaintiffs and to the general public by virtue of
10 Plaintiffs’ statutory and common law rights. Defendants acted with oppression in that their
11 despicable conduct subjected the Plaintiffs to cruel and unjust hardship in conscious disregard of
12 their rights. “Oppression” in Civil Code Section 3294 “means despicable conduct that subjects a
13 person to cruel and unjust hardship in conscious disregard of that person's rights.” “Conscious
14 disregard” for purposes of proving “oppression” does not require “willful” actions. Cal. Civ. Code
15 § 3294(c)(2); CACI 3940 & 3941; Major v. Western Home Ins. Co. (2009) 169 Cal.App.4th 1197,
16 1225-1226. Defendants’ conduct was malicious because it was despicable and meant to injure and
17 scare Plaintiffs and to dispossess them of their homes. Defendants’ conduct was malicious insofar
18 as Defendants’ acts and omissions were done with the intention to cause harm and distress to
19 Plaintiffs and/or were despicable and done with willful and conscious disregard of the rights and
20 safety of Plaintiffs and of Defendants’ duties to them as landlord. The term “malice” includes
21 conduct evincing a conscious disregard of the probability that a defendant’s conduct will result in
22 injury to others. See Grimshaw v. Ford Motor Co. (1981) 119 Cal.App.3d 757. Defendants’
23 conduct was so vile, base or contemptible that it would be looked down on and despised by
24 reasonable people. Plaintiffs are therefore entitled to punitive damages.

25 **FIRST CAUSE OF ACTION**

26 **VIOLATION OF SAN FRANCISCO RENT ORDINANCE §§ 37.9, 37.10B**

27 **(ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

28 116. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding

1 paragraphs as though set forth herein.

2 117. The apartments in the Subject Properties that said Defendants leased to Plaintiffs were at all
3 relevant times subject to the San Francisco Residential Rent Stabilization and Arbitration
4 Ordinance (the “Rent Ordinance”), which includes a “just cause” provision at § 37.9(a) setting forth
5 the exclusive grounds for recovering possession of non-exempt residential rental units in San
6 Francisco as well as a prohibition against tenant harassment as codified in Section 37.10B.

7 118. At the time Defendants took the actions alleged herein, none of the grounds for recovering
8 possession listed in § 37.9(a) of the Rent Ordinance was said Defendants’ dominant motive for
9 endeavoring to recover possession of the Subject Premises. Said Defendants’ dominant motive for
10 failing to make necessary repairs to the rental units, failing to abate nuisances, and engaging in
11 ongoing improper and harmful construction activities is to harass tenants and decrease housing
12 services to the extent that tenants feel compelled to surrender possession. In other words, said
13 actions constitute an endeavor to recover possession.

14 119. Section 37.10B of the Rent Ordinance provides that no landlord shall in bad faith:

- 15 (1) Interrupt, terminate or fail to provide housing services required by contract or by State,
16 County or local housing, health or safety laws;
- 17 (2) Fail to perform repairs and maintenance required by contract or by State, County or local
18 housing, health or safety laws including, but not limited to, Civil Code § 1941.1, San
19 Francisco Rent Ordinance § 37.10B, and Business and Professions Code § 17200, et seq.;
- 20 (3) Fail to exercise due diligence in completing repairs and maintenance once undertaken or fail
21 to follow appropriate industry repair, containment or remediation protocols designed to
22 minimize exposure to noise, dust, lead, paint, mold, asbestos, and other building materials
23 with potentially harmful health impacts; and
- 24 (10) Interfere with a tenant’s right to quiet use and enjoyment of a rental housing unit as that right
25 is defined by California law.
- 26 (15) Other repeated acts or omissions of such significance as to substantially interfere with or
27 disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of
28 such dwelling unit and that cause, are likely to cause, or are intended to cause any person

1 lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender
2 or waive any rights in relation to such occupancy.

3 120. By and through said Defendants' wrongful acts and omissions as alleged herein, which were
4 done in bad faith, including, but not limited to, failing to maintain habitable premises, failing to
5 make necessary repairs, and engaging in ongoing improper and harmful construction activities,
6 Defendants have violated, including, but not limited to, Section 37.10B of the Rent Ordinance.

7 121. Defendants target long-term rent controlled tenants in a disguised effort to harass and intimidate
8 them with the goal of forcing tenants to move out so Defendants can raise rent to market rate.

9 122. As a direct and proximate result of said Defendants' wrongful acts alleged herein, Plaintiffs
10 have suffered actual damages in an amount according to proof.

11 123. Plaintiffs are informed and believe and thereon allege that the actions of the said Defendants as
12 described herein were done with oppression, fraud and malice as defined in Civil Code § 3294. As
13 such, Plaintiffs should recover, in addition to actual damages, damages to make an example of and
14 to punish Defendants.

15 **SECOND CAUSE OF ACTION**

16 **NUISANCE**

17 **(ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

18 124. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding
19 paragraphs as though set forth herein.

20 125. Defendants, by acting or failing to act as alleged herein, created conditions that were indecent
21 or offensive to the senses or obstructed the free use of property, so as to interfere with the
22 comfortable enjoyment of life or property.

23 126. Said conditions also interfered with and deprived Plaintiffs of the use or enjoyment of their
24 apartments in the Subject Properties, and constituted a nuisance by substantially interfering with
25 Plaintiffs' comfortable, full, and beneficial use of life or property.

26 127. Plaintiffs did not consent to Defendants' acts or omissions giving rise to said conditions.

27 128. An ordinary person would be reasonably annoyed or disturbed by Defendants' acts and
28 omissions, as alleged herein.

1 129. The seriousness of the harm caused by Defendants' conduct outweighs the public benefit, if
2 any, of their conduct.

3 130. As a direct and proximate cause of the acts and/or omissions of Defendants, Plaintiffs were
4 harmed and suffered damages in an amount to be proven at trial.

5 131. Plaintiffs are informed and believe and thereon allege that the actions of the Defendants as
6 described herein were done with oppression, fraud and malice as defined in Civil Code § 3294. As
7 such, Plaintiffs should recover, in addition to actual damages, damages to make an example of and
8 to punish Defendants.

9 Plaintiffs PENNY SCHONER, DORIS JOHNSON, JOSEPH DOWLER, ELIZABETH MENON,
10 MATTHEW POWELL, LANDRA TANKHA, ROBERT MCCRADY, BRENDA ELLIS,
11 PATRICK SHANNON, KATHERINE SHANNON, RAYMOND LEVY, SELINA KEENE, JAY
12 WILSON FISHER, MADELYN MCMILLIAN, JAMES HUTCHINSON, ELIZABETH
13 KNEPPER, DALE SPEER, NEIL HARVEY, SOOK FUNG, PAULA GINSBURG, DOLLY
14 TALAGA, FLORENCE NORMAN, and JOHN HUGHES are disabled and/or seniors as set forth
15 under Civil Code § 1761(f),(g). Defendants' illegal conduct herein involved one or more of the
16 facts set forth in Civil Code § 3345(b)(1), (2), (3). Specifically, Defendants knew, or should have
17 known, that their conduct caused those elderly and/or disabled persons to suffer one or more losses,
18 as set forth in Civil Code § 3345(b)(2). Further Defendants knew, or should have known, that
19 certain Plaintiffs, as disabled persons and/or senior citizens, Plaintiffs PENNY SCHONER, DORIS
20 JOHNSON, JOSEPH DOWLER, ELIZABETH MENON, MATTHEW POWELL, LANDRA
21 TANKHA, ROBERT MCCRADY, BRENDA ELLIS, PATRICK SHANNON, KATHERINE
22 SHANNON, RAYMOND LEVY, SELINA KEENE, JAY WILSON FISHER, MADELYN
23 MCMILLIAN, JAMES HUTCHINSON, ELIZABETH KNEPPER, DALE SPEER, NEIL
24 HARVEY, SOOK FUNG, PAULA GINSBURG, DOLLY TALAGA, FLORENCE NORMAN, and
25 JOHN HUGHES were substantially more vulnerable than other members of the public to
26 Defendants' conduct because of poor health, restricted mobility or disability, and actually suffered
27 substantial physical, emotional, and/or economic damages resulting from Defendants' conduct.
28

1 Therefore, the named senior and/or disabled Plaintiffs request fines and penalties three times in
2 excess of that provided by statute or law, pursuant to Civil Code § 3345.

3 **THIRD CAUSE OF ACTION**

4 **BREACH OF CONTRACT**

5 **(ALL PLAINTIFFS AGAINST DEFENDANTS AND DOES 1-20)**

6 132. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding
7 paragraphs as though set forth in full.

8 133. Plaintiffs entered into written lease agreements with Defendants.

9 134. Plaintiffs have fulfilled all of the conditions of the agreements, in that they have paid their rent
10 and have complied with all of the legal and reasonable covenants of their leases.

11 135. Said Defendants contracted to rent residential units to Plaintiffs in the written lease agreements.
12 Implied in said promise is the obligation to provide habitable, safe, and sanitary living
13 arrangements as defined and required by California law. Also implied in said promise is the
14 obligation to provide quiet enjoyment of the leased premises as defined and required by California
15 law. Defendants breached the written lease agreements by failing to provide habitable, safe, and
16 sanitary living arrangements and failing to provide quiet enjoyment of the premises, as alleged
17 herein. In other words, Defendants breached the fundamental bargain of the leases.

18 136. Said Defendants have breached their obligations under said agreements, in ways including, but
19 not limited to: failing to maintain habitable premises, failing to make necessary repairs, engaging in
20 ongoing improper and harmful construction activities, as above-described.

21 137. As a result of said Defendants' breaches, Plaintiffs have suffered actual damages in an amount
22 according to proof.

23 **FOURTH CAUSE OF ACTION**

24 **BREACH OF THE IMPLIED WARRANTIES AND COVENANTS**

25 **(ALL PLAINTIFFS AGAINST DEFENDANTS AND DOES 1-20)**

26 138. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding
27 paragraphs as though set forth herein.

28 139. Plaintiffs entered into written or oral lease agreements with Defendants and/or their

1 predecessors-in-interest to rent apartments in the Subject Properties.

2 140. Those agreements, like all contracts in the State of California, contain an implied covenant of
3 good faith and fair dealing, implied covenant of quiet enjoyment, and implied warranty of
4 habitability. The covenant of good faith and fair dealing requires, broadly, that neither party do
5 anything that will deprive the other of the benefits of their agreement. The covenant of quiet
6 enjoyment requires that Defendants refrain, by act or omission, from disturbing Plaintiffs'
7 possession and beneficial enjoyment of their tenancy. The implied warranty of habitability is a
8 warranty that Defendants, as owners and/or property managers of the Subject Properties, shall
9 maintain said premises in a habitable condition. This obligation is set forth in, but not limited to,
10 California Civil Code § 1941.1, which requires that dwellings meet certain standards to be
11 considered habitable.

12 141. Defendants breached the above covenants and warranty by failing to maintain habitable
13 premises, failing to make necessary repairs, engaging in ongoing improper and harmful
14 construction activities, as above-described.

15 142. As a direct and proximate result of Defendants' wrongful acts and/or omissions alleged herein,
16 Plaintiffs have suffered general and special damages, including discomfort, inconvenience,
17 annoyance, humiliation, fear, anxiety, and emotional distress, all to their general detriment.

18 **FIFTH CAUSE OF ACTION**

19 **HABITABILITY TORT**

20 **(ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

21 143. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding
22 paragraphs as though set forth herein.

23 144. As a direct, proximate, and foreseeable result of the conduct of Defendants, as set forth herein,
24 Plaintiffs lost full use of their apartments in the Subject Properties and were hurt in their health,
25 strength, and activity, sustaining shock to their nervous system, and harm to their psyches;
26 including damages sustained for emotional and psychological distress. All of these injuries have
27 caused and continue to cause Plaintiffs nervous and psychological pain, suffering and anguish.
28

1 Plaintiffs further suffered and continue to suffer annoyance and discomfort. These injuries have
2 caused, and will continue to cause, Plaintiffs general damages according to proof.

3 145. As a further direct, proximate, and foreseeable result of the conduct of Defendants, as set forth
4 above, Plaintiffs have incurred and continue to incur special damages in an amount according to
5 proof, including damage to personal property and other special damages.

6 146. Plaintiffs PENNY SCHONER, DORIS JOHNSON, JOSEPH DOWLER, ELIZABETH
7 MENON, MATTHEW POWELL, LANDRA TANKHA, ROBERT MCCRADY, BRENDA
8 ELLIS, PATRICK SHANNON, KATHERINE SHANNON, RAYMOND LEVY, SELINA
9 KEENE, JAY WILSON FISHER, MADELYN MCMILLIAN, JAMES HUTCHINSON,
10 ELIZABETH KNEPPER, DALE SPEER, NEIL HARVEY, SOOK FUNG, PAULA GINSBURG,
11 DOLLY TALAGA, FLORENCE NORMAN, and JOHN HUGHES are disabled and/or seniors as
12 set forth under Civil Code § 1761(f),(g). Defendants' illegal conduct herein involved one or more
13 of the facts set forth in Civil Code § 3345(b)(1), (2), (3). Specifically, Defendants knew, or should
14 have known, that their conduct caused those elderly and/or disabled persons to suffer one or more
15 losses, as set forth in Civil Code § 3345(b)(2). Further Defendants knew, or should have known,
16 that certain Plaintiffs, as disabled persons and/or senior citizens, Plaintiffs PENNY SCHONER,
17 DORIS JOHNSON, JOSEPH DOWLER, ELIZABETH MENON, ROBERT MCCRADY,
18 BRENDA ELLIS, PATRICK SHANNON, KATHERINE SHANNON, RAYMOND LEVY,
19 SELINA KEENE, JAY WILSON FISHER, MADELYN MCMILLIAN, JAMES HUTCHINSON,
20 ELIZABETH KNEPPER, DALE SPEER, NEIL HARVEY, SOOK FUNG, PAULA GINSBURG,
21 DOLLY TALAGA, FLORENCE NORMAN, and JOHN HUGHES were substantially more
22 vulnerable than other members of the public to Defendants' conduct because of poor health,
23 restricted mobility or disability, and actually suffered substantial physical, emotional, and/or
24 economic damages resulting from Defendants' conduct. Therefore, the named senior and/or
25 disabled Plaintiffs request fines and penalties three times in excess of that provided by statute or
26 law, pursuant to Civil Code § 3345.

27 147. Defendants' conduct, as set forth herein, was knowing, intentional, obstinate, and willful, and
28 was done with full knowledge of the injury, discomfort, and annoyance that said conduct would

1 cause Plaintiffs. Defendants knew of defective conditions at the premises and willfully refused to
2 correct such conditions with full knowledge of the hardships that the defective conditions would
3 cause Plaintiffs, and therefore acted with willful and conscious disregard for the rights and safety of
4 Plaintiffs. Defendants' conduct was also oppressive and constituted a cruel and unjust hardship for
5 Plaintiffs. Therefore, Plaintiffs request substantial punitive damages in an amount to be proven at
6 trial.

7 **SIXTH CAUSE OF ACTION**

8 **NEGLIGENCE**

9 **(ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

10 148. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding
11 paragraphs as though set forth herein.

12 149. By reason of the landlord-tenant relationship between Plaintiffs and Defendants, Defendants
13 owed Plaintiffs the duty to exercise reasonable care in the ownership, operation, management,
14 renting, and control of the Subject Properties, which includes, but is not limited to, all the duties
15 listed below.

16 150. The duty to exercise reasonable care owed by Defendants to Plaintiffs includes, but is not
17 limited to, the duty to provide quiet enjoyment of the apartments in the Subject Properties during
18 the term of the lease, abate nuisances in the Subject Properties, or provide habitable premises.

19 151. Defendants, by their conduct alleged herein, negligently, carelessly, and wrongfully interfered
20 with Plaintiffs' quiet enjoyment and possession and allowed uninhabitable conditions to persist.

21 152. The above-described damages that Plaintiffs were subjected to are of a kind that does not
22 normally occur unless someone was negligent.

23 153. The above-described habitability defects that Plaintiffs were subjected to were not due to any
24 voluntary action or contributory fault of Plaintiffs.

25 154. As a direct and proximate result of these breaches by Defendants, Plaintiffs have suffered
26 actual, general, and special damages, as alleged herein and according to proof at trial.
27
28

SEVENTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA CIVIL CODE § 1942.4

(PLAINTIFFS MADELYN MCMILLIAN, ELIZABETH MENON, DORIS JOHNSON, GREGORY LAWLER, ELLEN SHEELEY, RAYMOND SULLIVAN, SELINA KEENE, FABIAN HERD, ANGEL TENORIO, RAQUEL DOMINGUEZ, LETICIA CORTEZ, JOHN SIMMONS, ROSA ACUNA AND ROLY ACUNA AGAINST DEFENDANTS 240 SAINT JOSEPHS, LLC, 240 SAINT JOSEPHS A2, LP, 920 LEAVENWORTH I5 LLC, 318 TURK I7, LP, 655 POWELL I5 LLC, 709 GEARY STREET LLC, 1819 GOLDEN GATE I1 LLC, 270 TURK, LLC, SF 685 GEARY STREET, LLC, 1 SAN ANTONIO I5, LLC VERITAS INVESTMENTS, INC., GREENTREE PROPERTY MANAGEMENT, INC., YAT-PANG AU)

1155. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding paragraphs as though set forth herein.

1156. The Subject Properties and apartments leased to Plaintiffs by Defendants were at all relevant times subject to California Civil Code § 1942.4(a), which makes it illegal to demand rent, collect rent, issue a notice of a rent increase, or issue a three-day notice to pay rent or quit if the landlord receives written notice of his or her obligation to abate a nuisance or repair substandard conditions not caused by the tenant, and the landlord fails to do so within 35 days of receiving said notice.

1157. As alleged herein, Defendants received written notice from the San Francisco Department of Building Inspection of NOV's as outlined above.

1158. The nuisance and substandard conditions as alleged herein were not caused by Plaintiffs.

1159. Defendants failed to abate the nuisances and repair the substandard conditions within 35 days despite the fact that they continued to demand and collect rent from Plaintiffs.

1160. As a direct and proximate result of Defendants' wrongful acts alleged herein, Plaintiffs have suffered general and special damages in an amount to be proven at trial.

1161. Plaintiffs have incurred and will continue to incur attorney's fees and costs as a result of prosecuting this cause of action.

1162. Plaintiffs are informed and believe and thereon allege that the actions of the Defendants as described herein were done with oppression, fraud and malice as defined in Civil Code § 3294. As

1 such, Plaintiffs should recover, in addition to actual damages, damages to make an example of and
2 to punish Defendants.

3 **EIGHTH CAUSE OF ACTION**

4 **CONSTRUCTIVE EVICTION**

5 **(PLAINTIFF GREGORY LAWLER AGAINST DEFENDANTS 318 TURK I7, LP, VERITAS**
6 **INVESTMENTS, INC., GREENTREE PROPERTY MANAGEMENT, INC., YAT-PANG AU)**

7 163. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding
8 paragraphs as though set forth herein.

9 164. Defendants' negligent management and breach of the warranty of habitability, as described
10 above, rendered the Subject Properties unfit for occupancy.

11 165. Defendants' negligent management and breach of the warranty of habitability substantially
12 interfered with Plaintiff Gregory Lawler's beneficial use of his apartment.

13 166. Defendants' acts as alleged herein were negligent and/or intentional.

14 167. Defendants' negligent acts rendered the Subject Properties unfit and unsuitable for occupancy
15 in whole or in substantial part for the purposes for which they were leased and interfered with
16 Plaintiff Gregory Lawler's beneficial enjoyment of his apartment.

17 168. Defendants had actual and constructive notice of the above-referenced habitability defects, but
18 failed and refused to adequately respond and/or abate said conditions.

19 169. As a direct and proximate result of Defendants' acts and failures to act alleged herein, and the
20 uninhabitable conditions in Mr. Lawler's apartment, Plaintiff Gregory Lawler was forced to
21 surrender possession of his apartment.

22 **NINTH CAUSE OF ACTION**

23 **VIOLATION OF CAL. GOV'T CODE §§ 12955, ET SEQ.**

24 **(PLAINTIFFS PENNY SCHONER, DORIS JOHNSON, JOSEPH DOWLER, ELIZABETH**
25 **MENON, MATTHEW POWELL, LANDRA TANKHA, ROBERT MCCRADY, BRENDA**
26 **ELLIS, PATRICK SHANNON, KATHERINE SHANNON, RAYMOND LEVY, SELINA**
27 **KEENE, JAY WILSON FISHER, MADELYN MCMILLIAN, JAMES HUTCHINSON,**
28 **ELIZABETH KNEPPER, DALE SPEER, NEIL HARVEY, SOOK FUNG, PAULA GINSBURG,**

1 **DOLLY TALAGA, FLORENCE NORMAN, JOHN HUGHES AGAINST DEFENDANTS 3659**
2 **20TH STREET, LLC, 318 TURK I7, LP, 990 FULTON I2 LLC, 920 LEAVENWORTH I5 LLC,**
3 **16-50 LAGUNA I2 LLC, 520 BUCHANAN STREET LLC, 57 TAYLOR I7, LP, 20 SAN**
4 **ANTONIO I6 LP, 655 POWELL I5 LLC, 240 SAINT JOSEPHS, LLC, 240 SAINT JOSEPHS**
5 **A2, LP, 698 BUSH C1, LP, SF 3809 20TH STREET, LLC, 665 PINE I7, LP, VERITAS**
6 **INVESTMENTS, INC., GREENTREE PROPERTY MANAGEMENT, INC., YAT-PANG AU)**

7 170. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding
8 paragraphs as though set forth herein.

9 171. Plaintiffs PENNY SCHONER, DORIS JOHNSON, JOSEPH DOWLER, ELIZABETH
10 MENON, MATTHEW POWELL, LANDRA TANKHA, ROBERT MCCRADY, BRENDA
11 ELLIS, PATRICK SHANNON, KATHERINE SHANNON, RAYMOND LEVY, SELINA
12 KEENE, JAY WILSON FISHER, MADELYN MCMILLIAN, JAMES HUTCHINSON,
13 ELIZABETH KNEPPER, DALE SPEER, NEIL HARVEY, SOOK FUNG, PAULA GINSBURG,
14 DOLLY TALAGA, FLORENCE NORMAN, and JOHN HUGHES belong to a protected class
15 under the above-referenced statutes in that said Plaintiffs are disabled, aged, and/or have a medical
16 condition as defined by California law.

17 172. Defendants have engaged in unlawful discrimination, denial of reasonable accommodation
18 which is prohibited by Government Code § 12955. Said acts caused injury to Plaintiffs.

19 173. Plaintiffs PENNY SCHONER, DORIS JOHNSON, JOSEPH DOWLER, ELIZABETH
20 MENON, LANDRA TANKHA, ROBERT MCCRADY, BRENDA ELLIS, PATRICK
21 SHANNON, KATHERINE SHANNON, RAYMOND LEVY, SELINA KEENE, JAY WILSON
22 FISHER, MADELYN MCMILLIAN, JAMES HUTCHINSON, ELIZABETH KNEPPER, DALE
23 SPEER, NEIL HARVEY, SOOK FUNG, PAULA GINSBURG, DOLLY TALAGA, FLORENCE
24 NORMAN, and JOHN HUGHES are covered by said statute because Plaintiffs are seniors or
25 disabled as those terms are defined by relevant statutes.

26 174. Defendants have denied Plaintiffs PENNY SCHONER, DORIS JOHNSON, JOSEPH
27 DOWLER, ELIZABETH MENON, MATTHEW POWELL, LANDRA TANKHA, ROBERT
28 MCCRADY, BRENDA ELLIS, PATRICK SHANNON, KATHERINE SHANNON, RAYMOND

1 LEVY, SELINA KEENE, JAY WILSON FISHER, MADELYN MCMILLIAN, JAMES
2 HUTCHINSON, ELIZABETH KNEPPER, DALE SPEER, NEIL HARVEY, SOOK FUNG,
3 PAULA GINSBURG, DOLLY TALAGA, FLORENCE NORMAN, and JOHN HUGHES
4 reasonable accommodation, have intentionally and willfully denied proper repairs to the Subject
5 Properties, and have performed work at the Subject Properties in an improper and harmful manner
6 to Plaintiffs detriment, and have caused Plaintiffs general damages.

7 175. As a direct and legal result of said acts and omissions of Defendants, Plaintiffs PENNY
8 SCHONER, DORIS JOHNSON, JOSEPH DOWLER, ELIZABETH MENON, MATTHEW
9 POWELL, LANDRA TANKHA, ROBERT MCCRADY, BRENDA ELLIS, PATRICK
10 SHANNON, KATHERINE SHANNON, RAYMOND LEVY, SELINA KEENE, JAY WILSON
11 FISHER, MADELYN MCMILLIAN, JAMES HUTCHINSON, ELIZABETH KNEPPER, DALE
12 SPEER, NEIL HARVEY, SOOK FUNG, PAULA GINSBURG, DOLLY TALAGA, FLORENCE
13 NORMAN, and JOHN HUGHES have sustained damages for out of pocket expenses, emotional
14 distress, and attorney's fees in an amount to be determined at trial.

15 **TENTH CAUSE OF ACTION**

16 **VIOLATION OF UNRUH CIVIL RIGHTS ACT CIVIL CODE § 51, ET SEQ.**

17 **(PLAINTIFFS PENNY SCHONER, DORIS JOHNSON, JOSEPH DOWLER, ELIZABETH**
18 **MENON, MATTHEW POWELL, LANDRA TANKHA, ROBERT MCCRADY, BRENDA**
19 **ELLIS, PATRICK SHANNON, KATHERINE SHANNON, RAYMOND LEVY, JAY WILSON**
20 **FISHER, MADELYN MCMILLIAN, JAMES HUTCHINSON, ELIZABETH KNEPPER,**
21 **DALE SPEER, NEIL HARVEY, SOOK FUNG, PAULA GINSBURG, DOLLY TALAGA,**
22 **FLORENCE NORMAN, AND JOHN HUGHES AGAINST DEFENDANTS 3659 20TH**
23 **STREET, LLC, 318 TURK I7, LP, 990 FULTON I2 LLC, 920 LEAVENWORTH I5 LLC, 16-50**
24 **LAGUNA I2 LLC, 520 BUCHANAN STREET LLC, 57 TAYLOR I7, LP, 20 SAN ANTONIO I6**
25 **LP, 655 POWELL I5 LLC, 240 SAINT JOSEPHS, LLC, 240 SAINT JOSEPHS A2, LP, 698**
26 **BUSH C1, LP, SF 3809 20TH STREET, LLC, 665 PINE I7, LP, VERITAS INVESTMENTS,**
27 **INC., GREENTREE PROPERTY MANAGEMENT, INC., YAT-PANG AU)**

28 176. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding

1 paragraphs as though set forth herein.

2 177. Plaintiffs PENNY SCHONER, DORIS JOHNSON, JOSEPH DOWLER, ELIZABETH
3 MENON, LANDRA TANKHA, ROBERT MCCRADY, BRENDA ELLIS, PATRICK
4 SHANNON, KATHERINE SHANNON, RAYMOND LEVY, JAY WILSON FISHER,
5 MADELYN MCMILLIAN, JAMES HUTCHINSON, ELIZABETH KNEPPER, DALE SPEER,
6 NEIL HARVEY, SOOK FUNG, PAULA GINSBURG, DOLLY TALAGA, FLORENCE
7 NORMAN, and JOHN HUGHES belong to a protected class under the above-referenced statutes in
8 that said Plaintiffs are disabled, aged, and/or have a medical condition as defined by California law.

9 178. Defendants are a business establishment as that term is defined by Civil Code §§ 51-53.

10 179. Defendants have denied Plaintiffs PENNY SCHONER, DORIS JOHNSON, JOSEPH
11 DOWLER, ELIZABETH MENON, MATTHEW POWELL, LANDRA TANKHA, ROBERT
12 MCCRADY, BRENDA ELLIS, PATRICK SHANNON, KATHERINE SHANNON, RAYMOND
13 LEVY, JAY WILSON FISHER, MADELYN MCMILLIAN, JAMES HUTCHINSON,
14 ELIZABETH KNEPPER, DALE SPEER, NEIL HARVEY, SOOK FUNG, PAULA GINSBURG,
15 DOLLY TALAGA, FLORENCE NORMAN, and JOHN HUGHES full and equal
16 accommodations, advantages, facilities, privileges or services as set forth above because of
17 Plaintiffs' membership in said class.

18 180. Defendants discriminated against Plaintiffs PENNY SCHONER, DORIS JOHNSON, JOSEPH
19 DOWLER, ELIZABETH MENON, MATTHEW POWELL, LANDRA TANKHA, ROBERT
20 MCCRADY, BRENDA ELLIS, PATRICK SHANNON, KATHERINE SHANNON, RAYMOND
21 LEVY, JAY WILSON FISHER, MADELYN MCMILLIAN, JAMES HUTCHINSON,
22 ELIZABETH KNEPPER, DALE SPEER, NEIL HARVEY, SOOK FUNG, PAULA GINSBURG,
23 DOLLY TALAGA, FLORENCE NORMAN, and JOHN HUGHES by taking such actions, or
24 inactions, as laid out in this complaint. Defendants' actions include, but are not limited to the
25 following: intentionally and willfully denying repairs to the Subject Properties and failing to
26 reasonably accommodation Plaintiffs for their known disabilities.

1 181. Plaintiffs have suffered great physical, mental, emotional and nervous pain and suffering, and
2 other general damages as a result of Defendants' denial of full and equal accommodations,
3 advantages, facilities, privileges, or services.

4 182. Plaintiffs have also been required to engage the services of an attorney as a result of said denials
5 of full and equal accommodations, advantages, facilities, privileges, or services. Plaintiffs are
6 therefore entitled to actual damages and reasonable attorney's fees and costs of said suit as
7 provided by Civil Code § 52.

8 **ELEVENTH CAUSE OF ACTION**

9 **UNLAWFUL BUSINESS PRACTICES**

10 **(ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

11 183. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding
12 paragraphs as though set forth herein.

13 184. By reason of Defendants' failure to comply with local and State law, including but not limited
14 to, Civil Code §§ 1714, 1927, 1941.1 et seq., 1942.4, 3479, Health and Safety Code § 17910 et seq.
15 and 17920.3, San Francisco Rent Ordinance §§ 37.9, 37.10B, their conduct constituted an unlawful
16 business practice under Business and Professions Code § 17200, et seq. Defendants target long-
17 term rent controlled tenants in a disguised effort to harass and intimidate them with the goal of
18 forcing tenants to move out so Defendants can raise rent to market rate.

19 185. At all times herein relevant, Defendants were conducting business under the laws of the State of
20 California and the City and County of San Francisco. In conducting said businesses, Defendants
21 were obligated to comply with the laws of the State of California and the City and County of San
22 Francisco.

23 186. As a direct and proximate result of Defendants' conduct, Plaintiffs are entitled to restitution.

24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Plaintiffs pray for judgment as follows:

26 A. For general and special damages, including but not limited to property damage, rent refund, and
27 rent differential damages, in an amount according to proof;

28 B. For consequential and incidental damages for losses in an amount according to proof;

- 1 C. For injunctive relief requiring timely repairs to the Subject Properties, and preventing ongoing
2 improper and harmful construction activities designed to harass and intimidate tenants.
- 3 D. For prejudgment interest pursuant to Civil Code § 3288, Business & Professions Code § 17535,
4 and/or as otherwise allowed by law;
- 5 E. For equitable disgorgement of Defendants' profits pursuant to Business and Professions Code §
6 17203 for restitution of unjust revenue and rent collected by Defendants during Plaintiffs'
7 tenancies at the Subject Properties, for all rent paid to Defendants or their agents by Plaintiffs
8 because Defendants were unjustly enriched as a result of their unfair business practices;
- 9 F. For statutory damages pursuant to Civil Code §§ 1942.4, 3345 as otherwise allowed by law;
- 10 G. For trebling of damages pursuant to San Francisco Administrative Code §§ 37.9 and 37.10B
11 against Defendants;
- 12 H. For reasonable attorney's fees and costs pursuant to the written lease agreements, and/or §
13 37.10B of the Rent Ordinance against Defendants, Government Code §12989.2 et seq., Civil
14 Code §§52, 1942.4, and/or as otherwise allowed by law;
- 15 I. For preliminary and permanent injunctions for Defendants to properly repair all defective
16 conditions at the Subject Properties, to cease and prohibit harassment of the Plaintiffs by
17 Defendants, and for the Defendants to reasonably accommodate elderly and/or disabled tenants
18 at the property;
- 19 J. For punitive damages pursuant to Civil Code § 3294 against Defendants and/or as otherwise
20 allowed by law; and
- 21 K. For such other and further relief as the court deems just and proper.

22 Dated: December 19, 2018

23 By: /s/ Ryan J. Vlasak
24 Ryan J. Vlasak, Esq.
25 Michael A. Schreiber, Esq.
26 BRACAMONTES & VLASAK, P.C.
27 Attorneys for Plaintiffs
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