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NO SUMMONS ISSUED

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

05/25/2021
Clerk of the Court
BY: ANGELICA SUNGA
Deputy Clerk

CGC-21-592132

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO, UNLIMITED JURISDICTION**

AHMAD ALAYDI, WEILIANG CHEN,
LATONYA CLARK, AFI CRECY, SHAKA
DUMETZ, SELINA ANDREA MARIA FABIO,
DANITA FLORES, MARIA GONZALEZ,
TYIASHA HOWARD, MESFIN ISAACS, JUAN
JONES, ANNIE LEE, YOLANDA MARSHALL,
DARLENE MATLOCK, KIM SWAN, LINDA
THOMAS, DENNIS WILLIAMS and HU SHEN
YU,

Plaintiffs,

vs.

PLAZA EAST ASSOCIATES, L.P.,
MCCORMACK BARON MANAGEMENT,
INC., MCCORMACK BARON SALAZAR, INC.,
and Does 1 through 50, inclusive,

Defendants.

Case No.

COMPLAINT FOR DAMAGES

1. Breach of Contract
2. Breach of the Implied Warranty of Habitability
3. Breach of the Statutory Warranty of Habitability
4. Breach of the Covenant of Quiet Enjoyment
5. Negligence
6. Negligent Violation of Statutory Duty
7. Intentional Infliction of Emotional Distress
8. Decrease in Services– Violation of San Francisco Administrative Code § 37.9, et seq.
9. Harassment - Violation of San Francisco Administrative Code § 37.10 B
10. Collection of Rent for Untenantable Dwelling

JURY TRIAL DEMANDED

COMES NOW, Plaintiffs, who allege as follows:

DEFENDANTS AND VENUE

1. Venue is proper because the acts and/or failures to act complained of herein occurred in and the real property is located in the City and County of San Francisco, State of California.

2. Defendant Plaza East Associates, L.P. is a limited partnership formed in California, LP File No. 200014600041. Defendant Plaza East is the owner of apartment complex spanning several blocks, called Plaza East Apartments and located at 1300 Buchanan Street in San Francisco, California, collectively called the ("Subject Premises.")

3. Defendant McCormack Baron Management, Inc. is a Missouri corporation registered to do business in California under corporation number C1852940.

4. Defendant McCormack Baron Salazar, Inc. is a Missouri corporation registered to do business in California under corporation number C1852939.

5. Plaintiffs do not know the true names and/or capacities of Defendants sued herein as Does 1 through 50, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs will seek leave to amend this complaint to include the true names and capacities of these so named Doe Defendants when their true names and capacities are ascertained. Plaintiffs are informed and believe, and thereon allege, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged were proximately caused by those Defendants.

6. At all times mentioned herein, Plaintiffs are informed and believe and thereon allege that each of the Defendants, including the Defendants sued as Does 1 through 50 herein, were acting within the scope of their relationship with each other as the employer, employee, master, servant, and/or agent of the other, and that all acts alleged herein were done within the scope of said relationship.

7. Plaintiffs are informed and believe and thereon allege that at all times relevant herein, each employer of employees had advanced knowledge of the unfitness of the employee and employed them with conscious disregard of the rights or safety of Plaintiff and others and authorized and/or ratified the wrongful conduct and/or was personally guilty of oppression, fraud, or malice.

PLAINTIFFS

8. Plaintiffs Ahmad Alaydi, Weiliang Chen, Latonya Clark, Afi Crecy, Shaka Dumetz, Selina Andrea Maria Fabio, Danita Flores, Maria Gonzalez, Tyiasha Howard, Mesfin Isaacs, Juan Jones, Annie Lee, Yolanda Marshall, Darlene Matlock, Kim Swan, Linda Thomas, Dennis Williams, and Hu Shen Yu, (collectively “Plaintiffs”) are individuals over the age of 18 and are residents of the City and County of San Francisco. Plaintiffs lived in residential apartment units in Plaza East Apartments collectively called the “Units.”

9. Ahmad Alaydi has lived at the Plaza East Apartments since in or around June 2011 pursuant to a written lease agreement. The address of his Unit is 660 Larch Way, San Francisco, CA 94115. Mr. Alaydi has at all material times suffered and continues to suffer from substantial habitability defects, reduction in services, safety threats, landlord harassment, property damage, personal injury, and significant emotional distress, as described further herein. Mr. Alaydi does not currently have a copy of his lease agreement.

10. Weilian Chen has lived at the Plaza East Apartments since in or around March 2010 pursuant to a written lease agreement. The address of his Unit is 682 Larch Way, San Francisco, CA 94115. Mr. Chen has at all material times suffered and continues to suffer from substantial habitability defects, reduction in services, safety threats, landlord harassment, property damage, personal injury, and significant emotional distress, as described further herein. Mr. Chen does not currently have a copy of his lease agreement.

11. Latonya Clark has lived at the Plaza East Apartments since in or around 2001 pursuant to a written lease agreement. From in or around 2001 to in or around 2010, the address of her Unit was 1152 Turk Street, San Francisco, CA 94115. In or around 2010, Plaza East transferred Ms. Clark to a different Unit, after her previous Unit was destroyed by a house fire. The address of her current Unit is 685 Larch Way, San Francisco, CA 94115. Ms. Clark has at all material times suffered and continues to suffer from substantial habitability defects, reduction in services, safety threats, landlord harassment, property damage, personal injury, and significant emotional distress, as described further herein. Ms. Clark does not currently have a copy of her lease agreement.

1 12. Afi Crecy has lived at the Plaza East Apartments since in or around 2003 pursuant to a written
2 lease agreement. The address of her Unit is 1250 Buchanan Street, San Francisco, CA 94115. Ms. Crecy
3 has at all material times suffered and continues to suffer from substantial habitability defects, reduction
4 in services, safety threats, landlord harassment, property damage, personal injury, and significant
5 emotional distress, as described further herein. Ms. Crecy does not currently have a copy of her lease
6 agreement.

7 13. Shaka Dumetz has lived at the Plaza East Apartments since in or around 2001 pursuant to a
8 written lease agreement. The address of her Unit is 1130 Turk Street, San Francisco, CA 94115. Ms.
9 Dumetz has at all material times suffered and continues to suffer from substantial habitability defects,
10 reduction in services, safety threats, landlord harassment, property damage, personal injury, and
11 significant emotional distress, as described further herein. Ms. Dumetz does not currently have a copy of
12 her lease agreement.

13 14. Selina Andrea Maria Fabio has lived at the Plaza East Apartments since in or around 2012
14 pursuant to a written lease agreement. The address of her Unit is 682 Larch Way, San Francisco, CA
15 94115. Ms. Fabio has at all material times suffered and continues to suffer from substantial habitability
16 defects, reduction in services, safety threats, landlord harassment, property damage, personal injury, and
17 significant emotional distress, as described further herein. Ms. Fabio does not currently have a copy of
18 her lease agreement.

19 15. Danita Flores has lived at the Plaza East Apartments since in or around 2005 pursuant to a written
20 lease agreement. The address of her Unit is 605 Larch Way, San Francisco, CA 94115. Ms. Flores has at
21 all material times suffered and continues to suffer from substantial habitability defects, reduction in
22 services, safety threats, landlord harassment, property damage, personal injury, and significant
23 emotional distress, as described further herein. Ms. Flores does not currently have a copy of her lease
24 agreement.

25 16. Maria Gonzalez has lived at the Plaza East Apartments since in or around 2010. The address of
26 her Unit is 672 Larch Way, San Francisco, CA 94115. Ms. Gonzalez has at all material times suffered
27 and continues to suffer from substantial habitability defects, reduction in services, safety threats,
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1 landlord harassment, property damage, personal injury, and significant emotional distress, as described
2 further herein. Ms. Gonzalez does not currently have a copy of her lease agreement.

3 17. Tyiasha Howard has lived at the Plaza East Apartments since in or around 2014. The address of
4 her Unit is 1295 Eddy Street, San Francisco, CA 94115. Ms. Howard has at all material times suffered
5 and continues to suffer from substantial habitability defects, reduction in services, safety threats,
6 landlord harassment, property damage, personal injury, and significant emotional distress, as described
7 further herein. Ms. Howard does not currently have a copy of her lease agreement.

8 18. Mesfin Isaacs has lived at the Plaza East Apartments since in or around 2013. The address of his
9 Unit is 649 Larch Way, San Francisco, CA 94115. Mr. Isaacs has at all material times suffered and
10 continues to suffer from substantial habitability defects, reduction in services, safety threats, landlord
11 harassment, property damage, personal injury, and significant emotional distress, as described further
12 herein. Mr. Isaacs does not currently have a copy of his lease agreement.

13 19. Juan Jones has lived at the Plaza East Apartments since in or around 2010. The address of his
14 Unit is 618 Larch Way, San Francisco, CA 94115. Mr. Jones has at all material times suffered and
15 continues to suffer from substantial habitability defects, reduction in services, safety threats, landlord
16 harassment, property damage, personal injury, and significant emotional distress, as described further
17 herein. Mr. Jones does not currently have a copy of his lease agreement.

18 20. Annie Lee has lived at the Plaza East Apartments since in or around 2001. The address of her
19 Unit is 1126 Turk Street, San Francisco, CA 94115. Ms. Lee has at all material times suffered and
20 continues to suffer from substantial habitability defects, reduction in services, safety threats, landlord
21 harassment, property damage, personal injury, and significant emotional distress, as described further
22 herein. Ms. Lee does not currently have a copy of her lease agreement.

23 21. Yolanda Marshall has lived at the Plaza East Apartments since in or around 2006. The address of
24 her Unit is 639 Larch Way, San Francisco, CA 94115. Ms. Matlock has at all material times suffered
25 and continues to suffer from substantial habitability defects, reduction in services, safety threats,
26 landlord harassment, property damage, personal injury, and significant emotional distress, as described
27 further herein. Ms. Matlock does not currently have a copy of her lease agreement.
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1 22. Darlene Matlock has lived at the Plaza East Apartments since in or around 2003. The address of
2 her Unit is 631 Larch Way, San Francisco, CA 94115. Ms. Matlock has at all material times suffered
3 and continues to suffer from substantial habitability defects, reduction in services, safety threats,
4 landlord harassment, property damage, personal injury, and significant emotional distress, as described
5 further herein. Ms. Matlock does not currently have a copy of her lease agreement.

6 23. Kim Swan has lived at the Plaza East Apartments since in or around 2010. The address of her
7 Unit is 1212 Eddy Street, San Francisco, CA 94115. Ms. Swan has at all material times suffered and
8 continues to suffer from substantial habitability defects, reduction in services, safety threats, landlord
9 harassment, property damage, personal injury, and significant emotional distress, as described further
10 herein. Ms. Swan does not currently have a copy of her lease agreement.

11 24. Linda Thomas has lived at the Plaza East Apartments since in or around 1992. The address of her
12 Unit is 1196 Turk Street, San Francisco, CA 94115. Ms. Thomas has at all material times suffered and
13 continues to suffer from substantial habitability defects, reduction in services, safety threats, landlord
14 harassment, property damage, personal injury, and significant emotional distress, as described further
15 herein. Ms. Thomas does not currently have a copy of her lease agreement.

16 25. Dennis Williams has lived at the Plaza East Apartments since in or around 2001. The address of
17 his Unit is 621 Larch Way, San Francisco, CA 94115. Mr. Williams has at all material times suffered
18 and continues to suffer from substantial habitability defects, reduction in services, safety threats,
19 landlord harassment, property damage, personal injury, and significant emotional distress, as described
20 further herein. Mr. Williams does not currently have a copy of his lease agreement.

21 26. Hu Shen Yu has lived at the Plaza East Apartments since in or around September 2007 pursuant
22 to a written lease agreement. The address of his Unit is 629 Larch Way, San Francisco, CA 94115. Mr.
23 Yu has at all material times suffered and continues to suffer from substantial habitability defects,
24 reduction in services, safety threats, landlord harassment, property damage, personal injury, and
25 significant emotional distress, as described further herein. Mr. Yu does not currently have a copy of his
26 lease agreement.
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28

SUBSTANTIVE ALLEGATIONS

27. Defendants, and each of them, by virtue of leasing to Plaintiffs a residential apartment in San Francisco owned and/or managed by Defendants, were landlords within the definition of the San Francisco Residential Rent Stabilization and Arbitration Ordinance (“Rent Ordinance”).

28. Plaintiffs, by virtue of leasing a residential apartment in a rent-controlled building in San Francisco, were tenants within the definition of the Rent Ordinance.

29. Plaintiffs, by virtue of leasing a residential apartment, qualify independently as a “person who hires a dwelling” (i.e. tenant) as defined by California Civil Code § 1940 and avail themselves of all the rights, remedies and benefits contained therein.

30. Plaintiffs fully complied with their obligations under their lease agreements (except as excused or prevented by the Defendant).

31. Pursuant to the lease agreements with each Plaintiff, Defendants, among other things, expressly and impliedly warranted that the Subject Property and each Unit therein were and would remain habitable and that they would maintain and repair the Subject Property and each unit therein in such a manner as to keep them both habitable and safe to occupy.

32. Upon taking possession of the Units, Plaintiffs relied upon Defendants’ assurances that the Subject Property and each Unit were habitable and built in compliance with the San Francisco Building Code and San Francisco Health Code.

33. Throughout their tenancy, Defendants failed to make the necessary repairs and each Unit became uninhabitable. Defendants failed to provide adequate security to prevent violence, illegal activity, and gatherings of non-residents on the Subject Premises.

34. Upon information and belief, the San Francisco Department of Building Inspection has issued numerous Notices of Violations (“NOVs”) to Defendants for severe habitability issues at the Subject Premises as well as in many Units at the Subject Premises, with many of the NOVs open and unresolved.

1 35. Throughout Plaintiffs tenancies at the Subject Premises, Defendants have failed to meaningfully
2 respond to Plaintiffs' complaints regarding substantial habitability defects and safety concerns, including
3 but not limited to the following:

- 4 a) Water intrusion;
- 5 b) Excessive moisture and humidity;
- 6 c) Mold and microbial growth;
- 7 d) Lack of adequate heat;
- 8 e) Faulty plumbing;
- 9 f) Faulty electrical wiring;
- 10 g) Sewage leaks;
- 11 h) Outdated, broken and malfunctioning appliances;
- 12 i) Peeling paint;
- 13 j) Inadequate removal of garbage and refuse;
- 14 k) Rodents and vermin, including bedbugs; and
- 15 l) Inadequate security for known risks leading to hazardous and life-threatening conditions.

16 36. Plaintiffs made numerous complaints to Defendants about the uninhabitable conditions and dangerous
17 conditions at the Subject Premises as well as inside individual Units. Defendants either ignored the
18 requests or made insufficient repairs to address the issues.

19 37. Defendants have engaged and continue to engage in a course of conduct intended to oust the
20 Plaintiffs from the Subject Premises. Such conduct includes, but is not limited to, the following:

- 21 a. Refusing to perform effective repairs of the conditions which rendered the Subject Premises
22 as a whole uninhabitable;
- 23 b. Demanding rent while the Units were uninhabitable;
- 24 c. Seeking to force Plaintiffs to vacate the Subject Premises by permitting the premises to fall
25 into and/or remain in a condition that was a threat to the health and safety of Plaintiffs, in an
26 effort to recover the apartments;
- 27 d. Interrupting terminating and failing to provide housing services required by state and local
28

1 law;

- 2 e. Substantially and directly interfering with Plaintiffs' right to quiet enjoyment or a rental
3 housing unit;^[F]_[SEP]
- 4 f. Interfering with Plaintiffs' right to privacy;
- 5 g. Influencing or attempting to influence Plaintiffs to vacate the Subject Premises through
6 fraud, intimidation or coercion; and
- 7 h. Other repeated acts or omissions of such significance as to substantially interfere with or
8 disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of
9 such dwelling unit and that cause or are likely to cause, or are intended to cause any person
10 lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender
11 or waive any rights in relation to such occupancy.

12 38. Each Defendant had actual and constructive knowledge of these conditions at the Subject Premises
13 and failed to cure the conditions listed herein.

14
15 **FIRST CAUSE OF ACTION**
16 **(Breach of Contract by all Plaintiffs against All Defendants)**

17 39. Plaintiffs re-allege and incorporate all prior allegations above as though fully set forth herein.

18 40. Defendants failed and continue to fail to perform the terms and conditions of the written Agreements
19 by which they are bound. Defendants breached the Agreement by, among other things, failing to provide
20 habitable and safe living environments; failing to maintain and repair the Subject Premises and the Units;
21 preventing quiet enjoyment by Plaintiffs of the Units; wrongfully demanding and collecting rent
22 notwithstanding uninhabitable conditions; reducing housing services with respect without a
23 corresponding reduction in services; and breaching numerous Agreement provisions.

24 41. Plaintiffs performed all duties, conditions and obligations that were required of them pursuant to the
25 terms of the Agreement. The breaches of the Agreements by Defendants herein alleged are the direct and
26 proximate cause of damages to Plaintiffs as described herein.

27 **SECOND CAUSE OF ACTION**
28 **(Breach of the Implied Warranty of Habitability by all Plaintiffs against all Defendants)**

1
2 42. Plaintiffs re-allege and incorporate all prior allegations above as though fully set forth herein.

3 43. At all relevant times herein, defective living conditions have existed, and continue to exist, at the
4 respective Subject Premises. These defective conditions include, but are not limited to:

5 a. Failing to provide a habitable dwelling free from defect at the outset of Plaintiffs'
6 tenancies and continuing on;

7 b. Continuously failing to maintain and repair severe habitability violations in the Units
8 which rendered the respective Units substandard and untenable;

9 c. Failing to maintain and repair the respective Subject Premises in habitable conditions,

10 44. The defective conditions stated above constitute violations of state and local housing laws and pose
11 severe health and safety hazards. The defective conditions materially affected Plaintiffs' living conditions
12 and health.

13 45. Defendants had actual and constructive notice of each of the defective conditions described above at
14 all relevant times herein. Despite such notice, Defendants failed to take the steps necessary to repair said
15 conditions at all times relevant herein.

16 46. Plaintiffs did nothing to cause, create or contribute to the existence of the defective conditions stated
17 above.

18 47. By Defendants' breach of the warranty of habitability, Defendants breached a duty imposed on all
19 residential landlords by state and local law. In failing to repair the defective conditions detailed above,
20 Defendants acted unreasonably.

21 48. As a direct and proximate result of Defendants' breach of the statutory warranty of habitability and
22 their failure to repair the defective and dangerous conditions or have them repaired within a reasonable
23 time or at all, Plaintiffs suffered, and continue to suffer, pain, anxiety, annoyance, inconvenience,
24 distress, economic loss, loss of use and property damage, all to their detriment in amounts to be
25 determined at trial.

26
27 **THIRD CAUSE OF ACTION**
28 **(Breach of Statutory Warranty of Habitability by all Plaintiffs against all Defendants)**

1 49. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

2 50. Defendants have violated statutes, including, among others, Civil Code §1941, *et seq.*, and Health &
3 Safety Code §17920.3 related to the implied warranty of habitability.

4 51. Plaintiffs repeatedly notified the Defendants, both orally and in writing, of problems with the rodents,
5 plumbing, flooring, electrical, doors and windows, heat, sewage, and of water intrusion through the
6 ceiling and walls. The Defendants failed and/or refused to repair these dangerous and defective
7 conditions within a reasonable time, or at all. Accordingly, Plaintiffs are informed and believe, and
8 thereupon allege, that the Defendants had actual and/or constructive notice of each of the defective
9 conditions described above at all relevant times herein. Despite such notice, Defendants failed to take the
10 steps necessary to repair said conditions at all times relevant herein.

11 52. Plaintiffs paid the Defendants rent during the time they occupied the Premises.

12 53. Plaintiffs did nothing to cause, create or contribute to the existence of the defective conditions stated
13 above. Further, the Premises and the Property, as it existed in its defective and dangerous condition, had
14 no rental value whatsoever as a result of its defective and dangerous condition.

15 54. As a direct and proximate result of Defendants' breach of the statutory warranty of habitability and
16 their failure to repair the defective and dangerous conditions or have them repaired within a reasonable
17 time or at all, Plaintiffs suffered, and continue to suffer, pain, anxiety, annoyance, inconvenience,
18 distress, economic loss, loss of use and property damage, all to their detriment in amounts to be
19 determined at trial.

20
21 **FOURTH CAUSE OF ACTION**
22 **(Breach of Covenant of Quiet Enjoyment by all Plaintiffs against all Defendants)**

23 55. Plaintiff re-alleges and incorporate all prior allegations above as though fully set forth herein.

24 56. By the acts and omissions described above, Defendants interfered with, interrupted, and deprived
25 Plaintiffs of the full and beneficial use of the Subject Premises their Units and disturbed Plaintiffs' peaceful
26 possession of their respective Units.

1 57. These acts of interference, interruption, deprivation, and disturbance by Defendants amounts to a
2 breach of the covenant of quiet enjoyment implied in all rental agreements and codified in California
3 Civil Code § 1927.

4 58. As a direct and proximate result thereof, Plaintiffs have suffered, and continues to suffer, damages all
5 to their detriment in amounts to be determined at trial.

6
7 **FIFTH CAUSE OF ACTION**
8 **(Negligence by all Plaintiffs against all Defendants)**

9 59. Plaintiffs re-allege and incorporate all prior allegations above as though fully set forth herein.

10 60. By reason of the landlord-tenant relationship between Defendants and Plaintiffs, Defendants and their
11 agents, owed Plaintiffs a duty to exercise reasonable care in the ownership, management, inspection, and
12 control of the Subject Premises and the Units, which included a statutory duty to comply with all
13 applicable laws governing Plaintiffs' rights as tenants and all duties listed below. Defendants also owed a
14 duty to exercise reasonable care in maintaining the Subject Premises and Units free of defects and/or
15 hazards and in inspecting the respective Subject Premises for same, so as to preclude any person,
16 including Plaintiffs from unreasonable risk of harm. Defendants also owed a duty to warn Plaintiffs of
17 any potential and non-obvious hazards.

18 61. The duty to exercise reasonable care owed by Defendants, and each of them, to Plaintiffs also
19 included, but was not limited to the following duties: the duty to provide Plaintiffs with legal, tenantable
20 housing, fit for human occupancy; the duty to refrain from interfering with Plaintiffs' full use and quiet
21 enjoyment of the rented residence; and the duty to comply with all applicable state and local laws
22 governing Plaintiffs' rights as tenants.

23 62. Defendants, by the acts and omissions alleged herein, were negligent and careless and thereby
24 breached said duties. Defendants also breached their duties to Plaintiffs by failing to inspect the
25 respective Subject Premises and Units, to repair the respective Subject Premises and Units properly, and
26 to maintain the respective Subject Premises and Units free of defects.

27 63. As a direct and proximate result of these breaches of duty by Defendants, Plaintiffs suffered actual
28 and special damages as herein alleged.

1
2 **SIXTH CAUSE OF ACTION**
3 **(Negligent Violation of Statutory Duty by all Plaintiffs against all Defendants)**

4 64. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

5 65. Defendants violated their duty of due care to Plaintiffs and violated their statutory duties to Plaintiffs
6 by violating certain housing, building and fire codes, local ordinances and state statutes, including but not
7 limited to: Civil Code § 1941.1 (a) (1), (2), (3) (7), and Health & Safety Code § 17920.3, *et seq.*

8 66. At all times relevant, Plaintiffs belonged to the class of persons for which these statutes were
9 designed to offer protection. The harm that has befallen Plaintiffs is of the type these statutes were
10 designed to prevent.

11 67. As a proximate result of Defendants' negligent violation of statutory duty, as set forth above,
12 Plaintiffs has suffered actual, special and general damages as set forth herein.

13
14 **SEVENTH CAUSE OF ACTION**
15 **(Intentional Infliction of Emotional Distress by all Plaintiffs against all Defendants)**

16 68. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

17 69. The acts of Defendants, as heretofore alleged, were extreme and outrageous and done with conscious
18 disregard for the rights of Plaintiffs. Plaintiffs suffered extreme emotional distress as a result of
19 Defendants' harassment and knowing, intentional and willful failure to correct the defective conditions of
20 the Premises. Defendants made promises to Plaintiffs that they would perform repairs and, after ignoring
21 Plaintiffs for years, refused to adequately repair the defects. Defendants knew that Plaintiffs were
22 susceptible to additional discomfort as a result of the conduct described, knew that the conduct adversely
23 affected them, had the wherewithal to avoid the conduct, yet consciously failed and refused to do so.

24
25 **EIGHTH CAUSE OF ACTION**
26 **(Decrease in Services– Violation of San Francisco Administrative Code § 37.9, et seq. by all**
27 **Plaintiffs against all Defendants)**

28 70. Plaintiffs re-allege and incorporate all prior allegations above as though fully set forth herein.

1 71. Defendants acted in bad faith, with ulterior reason, and without honest intent, and in a manner not
2 permitted by the San Francisco Administrative Code § 37, *et seq.* (“Rent Ordinance”) and thereby
3 violated the provisions of the Rent Ordinance § 37.9, *et seq.* Defendants decreased Plaintiffs’ services
4 without a corresponding rental reduction, should one have been possible.

5 72. Section 37.9(f) of the Rent Ordinance provides for an award of not less than three times the actual
6 damages when a landlord or any other person willfully decreases services in violation of Chapter 37.9 *et*
7 *seq.*, and Plaintiffs are entitled to three times actual damages.

8 73. Defendants acted in knowing violation of or reckless disregard for Plaintiffs’ rights under the Rent
9 Ordinance, and Plaintiffs are thereby entitled to three times damages for economic injuries emotional
10 distress.

11 74. Section 37.9(f) of the Rent Ordinance provides for the award of reasonable attorney’s fees to the
12 prevailing tenant in any action brought under this section.

13 75. As a direct and proximate result of Defendants’ repeated violation of the San Francisco Rent
14 Ordinance, Plaintiffs have suffered damages as is set forth herein including, but not limited to, decrease
15 in services during their tenancy.

16
17 **NINTH CAUSE OF ACTION**
18 **(Harassment - Violation of San Francisco Administrative Code § 37.10 B**
by all Plaintiffs against all Defendants)

19 76. Plaintiffs re-allege and incorporate all prior allegations above as though fully set forth herein.

20 77. The acts described above constitute unlawful harassment under the Rent Ordinance as they were done
21 in bad faith or with ulterior motive or without honest intent. Defendants’ failures to maintain the Subject
22 Premises and the individual Units in a habitable condition, and also their failures to repair, and failures to
23 exercise due diligence when they did undertake repairs, as described above, violate Rent Ordinance §
24 37.10B (a)(1)-(3). Defendants’ interference with Plaintiffs’ right to quiet use and enjoyment of a rental
25 housing unit violate Rent Ordinance § 37.10B (a) (10); Defendants’ interference with Plaintiffs’ right to
26 privacy violates Rent Ordinance § 37.10B (a) (13); and other repeated acts or omissions of such
27 significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person
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1 lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to
2 cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to
3 surrender or waive any rights in relation to such violate Rent Ordinance § 37.10B (a) (15).

4 78. As a direct, proximate, and foreseeable result of Defendants' illegal actions, Plaintiffs have suffered
5 general and special damages in an amount to be determined at trial, but in no event less than the
6 jurisdictional limits of this Court, and trebled pursuant to San Francisco Administrative Code §
7 37.10B(c)(5). Defendants' repeated harassment of Plaintiffs, as detailed herein, was so outrageous that
8 Defendants acted in knowing violation or reckless disregard of San Francisco Administrative Code §
9 37.10B and therefore Plaintiffs are entitled to trebled damages for mental and emotional distress.

10 79. Pursuant to Rent Ordinance § 37.10B(c)(5), Plaintiffs are entitled to injunctive relief and to recover
11 reasonable attorney fees incurred in the prosecution of this action.

12
13 **TENTH CAUSE OF ACTION**

14 **(Collection of Rent for Untenantable Dwelling, Civil Code §§ 1941 and 1942.4 by all Plaintiffs
15 against all Defendants)**

16 80. Plaintiffs re-allege and incorporate all prior allegations above as though fully set forth herein.

17 81. At all times relevant herein, the respective Units substantially lacked the affirmative standard
18 characteristics listed in § 1941.1 of the Civil Code.

19 82. The conditions described above were not caused by an act or omission of Plaintiffs in violation of
20 Civil Code §§ 1929 or 1941.2.

21 83. The DBI of San Francisco has issued numerous NOVs for the property, some of which are still
22 outstanding and unresolved.

23 84. Defendants continued to demand and collect rent despite the existence of the conditions described
24 above, thereby violating Civil Code § 1942.4. As a direct and proximate result thereof, Plaintiffs have
25 suffered and continue to suffer actual and statutory damages, all to their detriment in an amount to be
26 determined at trial.

27 **WHEREFORE**, Plaintiffs pray for judgment as follows:
28

1. For general damages according to proof;
2. For special damages according to proof;
3. For treble damages allowed by law;
4. For recovery of rent paid during the periods of open Notices of Violation;
5. For attorney's fees allowed by law;
6. For the costs of suit;
7. For statutory damages;
8. For pre-judgment interest; and
9. For such other and further relief as the Court deems just and proper.

JURY TRIAL DEMAND

WHEREFORE, Plaintiffs hereby demand trial by jury for all causes of action, claims or issues triable as a matter of right to a jury.

Dated: May 24, 2021

EZRIN LAW

By: _____

Joshua Ezrin
Attorney for Plaintiffs

GRANAHAN LAW, P.C.

By: _____

Conor Granahan
Attorney for Plaintiffs