SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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Jun-20-2014 10:35 am

Case Number: CGC-14-540125

Filing Date: Jun-20-2014 10:28

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COMPLAINT

CRYSTAL COOK VS. ADIB KHOURI

001C04525725

Instructions:
Please place this sheet on top of the document to be scanned.

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

ADIB KHOURI, ANTELOPE HALAWAN PROPERTIES, LLC, FAIQ AND DIANA KHOURI LIVING TRUST, FAIQ I. KHOURI

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CRYSTAL COOK, MARTIN GOMEZ, VICTOR GOMEZ, EUGENIO GOMEZ, JOSE CAMOLI, HUGO NELSON, LIEDA GALVEZ VEGA

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*¡**AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

San Francisco Superior Court, 400 Mcallister, San Francisco, CA, 94102

CASE NUMBER:
(Número del caso): CGC-14-540125

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Ian B. Kelley, SBN#215393, 885 Bryant Street, 2nd Floor, San Francisco, CA, 94103;(415) 581-0889

DATE: JUN 20 2014 (*Fecha*)

CLERK OF THE COURT

Clerk, by (*Secretario*) DE LA VEGA-NAVARRO, Rossaly , Deputy (*Adjunto*)

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. [X] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify):*
3. [ ] on behalf of *(specify):*

under: [ ] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
[ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
[ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
[ ] other *(specify):*

4. [ ] by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

SHORT TITLE: Cook et al. v. Khouri et al.	CASE NUMBER:

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties *(Check only one box. Use a separate page for each type of party.)*:

☐ Plaintiff ☑ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

FAIQ I KHOURI as an individual and as Trustee of the Faiq & Diana Khouri living Trust.
DIANA F. KHOURI; as individual and as trustee of the Faiq and Diana Khouri Living Turst, ISSA KHOURI AND DOES 1-50.

Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

SHORT TITLE: Cook et al. v. Khouri et al.	CASE NUMBER:

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List additional parties *(Check only one box. Use a separate page for each type of party.)*:

☑ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

NICOLAS HERNANDEZ, PEREZ, VILMA GALVEZ VEGAS,SANTOS RAFAEL PUC MAY, JOSE DELPHINO PUC, CARLOS MIQUEL PUC XOOL HUMBERTO KANTUN BONILLA, MANUEL CHAN, FAVIO CHAN, CASILDO CHAN, ALVERTO CHAN, AVELARDO CHAN, MARIBEL GOMEZ, EVILIO GARCIA GOMEZ, JOSUE CHAN, ROSENDO CHAN, LEYDI GARCIA, ANTELMO PRESTEGUI, BRIGIDA MENDOZA, JULIAN PRESTEGUI, MONZERRAT PRESTEGUI,FRANCISCA HDEZ, CIRO HDEZ, FAUSTINO HDEZ, VINCENTE MARTINEZ, SALVADOR GUERRERO MARIELY CEN GARMA, LEYDI GARCIA, MARIBEL GOMEZ ,TEODULA MARTINEZ, RAMIRO CAUICH, NICASIO MAY, PORFILLO CAB, MICHAEL SKAHILL,OLGA MARIA CHABLE, JOSUE CHAN and GRICELDA ROMERO.

Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

FILED
San Francisco County Superior Court
JUN 20 2014
CLERK OF THE COURT
BY: Deputy Clerk

IAN B. KELLEY SBN215393
EDWARD M. HIGGINBOTHAM, ESQ. SBN231636
885 Bryant Street, 2nd Floor
San Francisco, CA 94103
(415) 581-0885 ext. 205
(415) 581-0887

ATTORNEYS FOR CRYSTAL COOK et al.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

CRYSTAL COOK, MARTIN GOMEZ, VICTOR GOMEZ, EUGENIO GOMEZ, JOSE CAMOLI, HUGO NELSON, LIEDA GALVEZ VEGA, NICOLAS HERNANDEZ, PEREZ, VILMA GALVEZ VEGAS, SANTOS RAFAEL PUC MAY, JOSE DELPHINO PUC, CARLOS MIQUEL PUC XOOL HUMBERTO KANTUN BONILLA, MANUEL CHAN, FAVIO CHAN, CASILDO CHAN, ALVERTO CHAN, AVELARDO CHAN, MARIBEL GOMEZ, EVILIO GARCIA GOMEZ, JOSUE CHAN, ROSENDO CHAN, LEYDI GARCIA, ANTELMO PRESTEGUI, BRIGIDA MENDOZA, JULIAN PRESTEGUI, MONZERRAT PRESTEGUI, FRANCISCA HDEZ, CIRO HDEZ, FAUSTINO HDEZ, VINCENTE MARTINEZ, SALVADOR GUERRERO MARIELY CEN GARMA, LEYDI GARCIA, MARIBEL GOMEZ ,TEODULA MARTINEZ, RAMIRO CAUICH, NICASIO MAY, PORFILLO CAB, MICHAEL SKAHILL, OLGA MARIA CHABLE, JOSUE CHAN and GRICELDA ROMERO.

Plaintiffs,

Vs

ADIB KHOURI, ANTELOPE HALAWAN PROPERTIES, LLC, FAIQ AND DIANA KHOURI LIVING TRUST, FAIQ I. Khouri aka 2nd. las KHOURI, DIANA F. KHOURI, as individual and as trustee of the Faiq and Diana Khouri

Trustee of the Faiq & Diana Khouri Living Trust.

CASE NO CGC-14-540125

COMPLAINT FOR DAMAGES

1. Negligent Breach of the Implied Warranty of Habitability
2. Intentional Breach of the Implied Warranty of Habitability
3. Negligent Violation of Statute (Civil Code §§ 1941.1, 1941.3, 1942.4, Health & Safety Code 17920.3)
4. Intentional Violation of Statute(Civil Code §§ 1941.1, 1941.3, 1942.4, Health & Safety Code 17920.3)
5. Intentional Violation of Statute(Civil Code 1942.4)
6. Intentional Violation of Statue(Bus. & Professions Code 17200)
7. Negligence
8. Nuisance
9. Breach of Contract
10. Intentional Infliction of Emotional Distress
11. Breach of the San Francisco Residential Rent Stabilization Code § 37.10B
12. Breach of the San Francisco Residential Rent Stabilization Code § 37.11A
13. Breach of the San Francisco Residential Rent Stabilization Code § 37.3
14.Maitenance of a drug nuisance pursuant to Health & Safety Code § 11570

Living Trust, ISSA KHOURI AND DOES 1-50.

Defendants

1. Plaintiff Crystal Cook, ("Cook25") is a current resident of the City and County of San Francisco, and prior resident of 1751 Market Street, Unit #25, San Francisco, CA, 94103. 1751 Market Street is mixed used building at the corner of Market Street and Valencia Street in San Francisco, ("Premises").

2. Plaintiff Martin Gomez, ("Martin25) is a current resident of the City and County of San Francisco, and prior resident of 1751 Market Street, Unit #25, San Francisco, CA, 94103.

3. Plaintiff Hugo Nelson, ("Hugo56") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #56, San Francisco, CA, 94103.

4. Plaintiff Lieda Galvez Vega, ("Lieda56") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #56, San Francisco, CA, 94103.

5. Plaintiff Hugo Nicolas Hernandez Perez, ("Perez56") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #56, San Francisco, CA, 94103.

6. Plaintiff Vilma Galvez Vega, ("Vilma56") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #56, San Francisco, CA, 94103.

7. Plaintiff Francisco Hdez, ("Francisco24") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #24, San Francisco, CA, 94103.

8. Plaintiff Ciro Hdez, ("Ciro24") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #24, San Francisco, CA, 94103.

9. Plaintiff Faustino Hdez, ("Faustino24") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #24, San Francisco, CA, 94103.

10. Plaintiff Vincente Martinez, ("Vincente24") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #24, San Francisco, CA, 94103.

11. Plaintiff Salvador Guerrero, ("Salvador24") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #24, San Francisco, CA, 94103.

12. Plaintiff Rosendo Chan, ("Rosendo4") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #4, San Francisco, CA, 94103.

13. Plaintiff Michael Skahill, ("Michael8") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #8, San Francisco, CA, 94103.

14. Plaintiff Santos Rafael Puc May, ("Santos6") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #6, San Francisco, CA, 94103.

15. Plaintiff Jose Delphino Puc, ("Jose6") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #6, San Francisco, CA, 94103.

16. Plaintiff Carlos Miguel Puc Xool ("Carlos6") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #6, San Francisco, CA, 94103.

17. Plaintiff Manuel Chan, ("Manuel26") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #26, San Francisco, CA, 94103.

18. Plaintiff Favio Chan, ("Favio26") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #26, San Francisco, CA, 94103.

19. Plaintiff Casildo Chan, ("Casildo26") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #26, San Francisco, CA, 94103.

20. Plaintiff Alverto Chan, ("Alverto26") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #26, San Francisco, CA, 94103.

21. Plaintiff Avelardo Chan, ("Avelardo26") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #26, San Francisco, CA, 94103.

22. Plaintiff Humberto Kantun Bonilla, ("Humberto30") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #30, San Francisco, CA, 94103.

23. Plaintiff Victor Gomez, ("Victor36") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #36, San Francisco, CA, 94103.

24. Plaintiff Eugenio Gomez, ("Eugenio36") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit # 36, San Francisco, CA, 94103.

25. Plaintiff Jose Camoli, ("Camoli36") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #36, San Francisco, CA, 94103.

26. Plaintiff Teodula Martinez, ("Teodula41") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #41, San Francisco, CA, 94103.

27. Plaintiff Leydi Garcia, ("Leydi42") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #42, San Francisco, CA, 94103.

28. Plaintiff Mariely Cen Garma, ("Mariely42") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit # 42, San Francisco, CA, 94103.

29. Plaintiff Maribel Gomez, ("Maribel5") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #5, San Francisco, CA, 94103.

30. Plaintiff Josue Chan, ("Josue") is a current resident of the City and County of California.

31. Plaintiff Ramiro Cauich, ("Ramiro50") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #50, San Francisco, CA, 94103.

32. Plaintiff Nicasio May, ("May50") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #50, San Francisco, CA, 94103.

33. Plaintiff Porfillo Cab, ("Cab50") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #50, San Francisco, CA, 94103.

34. Plaintiff Olga Maria Chable, ("Chable62") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #62, San Francisco, CA, 94103.

35. Plaintiff Antelmo Prestegui, ("Antelmo10") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #10, San Francisco, CA, 94103.

36. Plaintiff Julian Prestegui, ("Julian10") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #10, San Francisco, CA, 94103.

37. Plaintiff Monzerrat Prestegui, ("Monzerrat10") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #10, San Francisco, CA, 94103.

38. Plaintiff Bridget Mendoza, ("Mendoza10") is a current resident of the City and County of California, and lives at 1751 Market Street, Unit #10, San Francisco, CA, 94103.

39. Plaintiff Gricelda Romero, ("Romero") is a current resident of the City and County of California, and previously lived at 1751 Market Street, Unit #25, San Francisco, CA, 94103.

40. Defendant Antelop Halawan Properties LLC, ("LLC") is an LLC, with its principal place of business being 6 Valencia Street in San Francisco, California and is 50% owner of the real property located at 1751 Market Street, ("Premises").

41. Defendant Adib Khouri, ("Adib"), is a previous owner of the Premises, owner of the LLC and the onsite property manager for the Premises.

42. Defendants Faiq I. Khouri and Diana F. Khouri, ("Faiq", "Diana", referred to collectively as "Trustees") are co-owners of the Premises.

43. Defendant Issa Khouri, ("Issa") is the son of Faiq and Diana and worked at least part time as a property manager for the Premises.

44. The true names and capacities of the Defendants sued as Does are unknown to Plaintiffs. Once Plaintiffs became aware of the true names and capacities of Defendants sued as Does, Plaintiffs will amend the Complaint to reflect the true names and capacities of those defendants.

45. In committing the acts complained here, each Defendants, acted as an authorized agent, employees or other representatives of each other Defendant. Each act of each Defendant complained of herein was committed within the scope of the said agency, employment or other representation.

46. This court is the proper court because the damage to Plaintiffs and the making of their written contract, which is the subject of this action in part, exclusively occurred within its jurisdictional area of the City and County of San Francisco.

47. Plaintiffs have suffered; Defendants have caused, and proximately caused, property damages, loss of use of property, personal harassment, and general damage that includes loss of use of property, personal injury, bodily injury and emotional distress in amounts to be demonstrated by proof at the time of trial.

48. In committing the acts complained of herein, Defendants acted willfully and guilty of malice, oppression and bad faith, intending by their acts to cause Plaintiffs to involuntarily vacate their homes. Plaintiffs are entitled to recover punitive damages according to law and statute in amounts to be demonstrated by proof at the time of the trial.

49. Plaintiffs were at all times relevant to the claims made herein, lawful residential tenants of Defendants at the Premises located at 1751 Market Street, San Francisco, CA, 94103.

50. Plaintiffs as lessees and Defendants as lessors, entered in to a written contract for the residential Premises.

51. The contract provided in relevant part for rent to be paid by Plaintiffs and required Defendants to provide dwellings fit for his residential use. Implied in the contract is the warranty of habitability and the covenant of quiet use and enjoyment.

52. At the time Defendant rented the Premises to Plaintiffs, and thereafter during the term of Plaintiffs' tenancies, there existed and continued to exist, certain defects in the Premises which render the Premises uninhabitable for occupancy to human beings, and which violated the agreement between Plaintiffs and Defendant for the provision of Premises which were fit for the intended residential use. Said defects did not arise through Plaintiffs' acts or omissions and certain specific defects and problems were noted in throughout 2011, 2012, 2013 and continue into 2014 without adequate subsequent remediations. These habitability defects include, but are not limited to the following:

- non-functioning, poorly functioning and poorly maintained sinks;
- non-functioning, poorly functioning and poorly maintained toilets;
- recurrent, substantial plumbing and pipe leaks;
- structural cracks and some evidence of structural failure;
- water dripping from ceiling indicating past or present roof failure, extreme water intrusion damage,
- non-conforming hazardous and defective plumbing installations and fixtures and severe, toxic, mold infestation.
- Plaintiffs units are plagued by hazardous, dangerous mold, causing Plaintiffs extreme and potentially permanent health problems.
- windows are either broken or do not open oo close properly and Defendants have intentionally failed to provide adequate weather protection.
- Most of Plaintiffs' units do not have carbon monoxide detectors, more than half of Plaintiffs' unit do not have working smoke detectors;
- Plaintiffs Hugo56 and Vilma56 first entered into a lease in January 2014 for unit#56 for $1200 a month. Defendant Khouri for reasons unknown raised Plaintiffs Hugo56 and Vilma 56's rent $500 for the total of $1700 in February 2014, despite the lease executed

by Plaintiff Hugo56 and Khouri accepting $1200 in January. Said action is a blatant violation of the San Francisco Rent Ordinance;

- Defendants would harass and demand the rent despite the dilapidated conditions of the building, moreover, if rent was late in their opinions, Defendant Khouri would personally go, or send agents/employees to the place of employment of tenants to demand the rent and humiliate them in front of co-workers, supervisors and customers. Defendant Khouri admitted this practice under penalty of perjury as to Plaintiffs Cook25 and Martin25.
- Plaintiff May50 had her rent raised $100 per month after her tenancy began for having a pet.
- Plaintiff Chable62 does not have electricity for her unit, despite paying Defendants the sum of $1750 a month.
- Plaintiffs in Unit#10, including Antelmo10, Julian10, Mendoza10 and Monzerrat10 experience on a regular, weekly basis, sewage filtering up and shooting out of their kitchen sink. Plaintiffs describe the happening and the smell as putrid;
- The fire alarm for the building was flagged by the San Francisco Fire Department as not working on November 27, 2013, as of the filing of this complaint the fire alarm still is not fully operational;
- There is rampant drug use and drug trafficking throughout the building and at least one known unit is used for the exclusive purpose of drug sales and use;
- There is also frequent prostitution throughout the building and at least one known unit is used for the exclusive purpose of prostitution;
- The building is not properly secured, and there is easy access for pimps, jons and prostitutes, drug dealers and drug buyers, homeless people and anyone else that seeks to enter the building for unlawful purposes. There has been a homeless encampment at the back of the building for the last year and Defendants have failed to take any steps to curtail this activity;
- Defendants would intentionally turn the light of the inside common areas to save electricity, causing a serious safety concern for all of the tenants of the Premises;

- The entire building, including all of the common areas are filthy, including stained, mold runs rampant and there is blood on the walls and staircases. On January 6, 2014, one of the tenants was fatally stabbed inside the building, as of the filing of this complaint, defendants have yet to clean the blood that stains the wall. Plaintiff Santos6 walks past the blood of his murdered brother, every time he enters and exits the building.
- On April 7, 2014 a Notice of Violation, ("NOV") was issued by City and County of San Francisco Housing Inspection Services Division citing excessive trash, mold and mildew on the ceiling of the third level, faulty locks and locking devices;
- On April 29, 2014 an NOV was issued by City and County of San Francisco Housing Inspection Services Division citing excessive trash, failure to have a resident manager, replace broken glass and eliminate the bed bug, cockroach and rodent infestation. Additionally, said NOV required Defendants to provide pigeon proofing as pigeons were rampant throughout the building, leaving droppings and dead carcasses littered throughout the building and also requires significant plumbing repairs in Units 36,30,4,42, 56, 29, 26 and 6.
- On May 17, 2014 an NOV was issued by the City and County of San Francisco Housing Inspection Services Division citing that there were several unsecured doors on the first floor and nonresident transients routinely entered the building to urinate, defecate, use narcotics and commit acts of prostitution. Multiple broken windows in the common areas throughout the building and once again excessive trash causing noxious odors in the common areas. Additionally, Unit 10 was cited as having plumbing issues causing the sewage to back up into the kitchen sink.

53. Plaintiffs have complained repeatedly to Defendants about the defects affecting the habitability of the Premises. Prior to the acts or omissions complained of herein, Defendants knew of defects directly and personally, and were informed of the defective conditions but failed to rent the Premises habitable.

54. Defendants had and have actual and constructive knowledge of each defective condition, and failed to correct them all, or in a reasonable period of time, or in any competent and professional manner, or to stop these acts, which were intentional, acts against Plaintiffs.

55. Defendants knew, or in the exercise of ordinary care should have known, that permitting the above-described defective conditions to exist was a threat to the physical and emotional well-being of the Plaintiffs and to the Plaintiffs' material possessions.

56. Defendants owed Plaintiffs a duty of care to avoid injuring the person and property of Plaintiffs. By failing to maintain and repair the Premises with knowledge of the existence of the defective conditions, defendants breached their duty of care to Plaintiffs.

57. As a direct, proximate and foreseeable result of Defendants failure to correct the defective conditions described above, Plaintiffs suffered property damage and economic loss in an amount to be proven.

58. As a direct, proximate and foreseeable result of Defendants failure to correct the defective conditions described above, Plaintiffs suffered damages to his health, strength including damages for emotional and psychological distress. Injuries have caused Plaintiffs physical, nervous and psychological pain, suffering and anguish. These injuries have caused Plaintiffs general damages according to proof. Additionally, Plaintiffs allege and believe that the bacteria from the mold caused severe health complication.

59. Defendants, knowing at the time of execution of the lease, that the units were inhabitable, and the Premises dangerous and were also aware that they would be negligent in the maintenance, included an environmental indemnification clause that is against public policy.

FIRST CAUSE OF ACTION
(As to all Defendants-Negligent Breach of the Implied Warranty of Habitability)

60. The allegations of Paragraphs 1 through 59 above are realleged and incorporated herein by reference.

61. By renting the Premises to Plaintiffs, Defendants impliedly warranted to provide and maintain those Premises in a habitable condition. Defendants therefore owed a legal duty to Plaintiffs to use due care to provide and maintain habitable Premises. By committing the acts and

omissions complained of above, Defendants breached their duty. Defendants, breach of their legal duty caused, and proximately caused, the damages to Plaintiffs complained of above.

62. As a proximate result of Defendant's unlawful acts against Plaintiffs, Plaintiffs have suffered and continues to suffer substantial embarrassment, humiliation and mental anguish damages in an amount according to proof.

63. Defendant committed the acts alleged herein maliciously, fraudulently and oppressively, with the wrongful intention of harassing Plaintiffs, from an improper and evil motive amounting to malice, and in conscious disregard of Plaintiffs' rights and safety. Plaintiff is therefore entitled to recover punitive damages from Defendant in an amount according to proof.

SECOND CAUSE OF ACTION
(As to all Defendants-Intentional Breach of Implied Warranty of Habitability)

64. The allegations of Paragraphs 1 through 59 and the first cause of action above are realleged and incorporated herein by reference.

65. By renting the Premises to Plaintiffs, Defendants impliedly warranted to provide and maintain those Premises in a habitable condition.

66. By failing to make repairs to the Premises, Defendants intentionally, and without legal cause or excuse, materially breached the implied warranty of habitability. Defendants intended by their acts to cause, knew to a substantial certainty that their acts would cause, and/or acted in reckless disregard of the consequences of their acts so as to cause, the damages and injuries to Plaintiffs, which resulted from their acts.

THIRD CAUSE OF ACTION
(As to all Defendants-Violation of Statute-Intentional)

67. The allegations of Paragraphs 1 through 59 and the first and second causes of action above are realleged and incorporated herein by reference.

68. The laws of the State of California, including but not limited to California Civil Code §§1941.1, 1941.3, Health & Safety Code § 17920.3 and Uniform Housing Code, require Defendants to provide and maintain habitable Premises for Plaintiffs.

69. By their acts and omissions Defendants materially breached the requirements of Civil Code §§ 1941, 1941.3 and Health and Safety Code §17920.3 and of the Uniform Housing Code,

and their duty to Plaintiffs. By that breach, Defendants caused and proximately caused the damages and injuries to Plaintiffs complained of herein.

FOURTH CAUSE OF ACTION
(As to all Defendants-Violation of Statute-Intentional)

70. The allegations of Paragraphs 1 through 59 and the first, second and third causes of action above are realleged and incorporated herein by reference.

71. The laws of the State of California, including but not limited to California Civil Code §§ 1941.1, 1941.3, Health & Safety Code § 17920.3 and Uniform Housing Code, require Defendants to provide and maintain habitable Premises for Plaintiffs.

72. By failing to make repairs to the Premises, Defendants materially breached the requirements of Civil Code §§ 1941, 1941.3 and Health and Safety Code § 17920.3 and of the Uniform Housing Code.

73. Defendants intended by their acts to cause, knew to a substantial certainty that their acts would cause, and/or acted in reckless disregard of the consequences of their acts so as to cause, the damage and injuries to Plaintiffs, which resulted from their breach of the laws and statutes mentioned above.

74. Defendants intended by their acts to cause, knew to a substantial certainty that their acts would cause, and/or acted in reckless disregard of the consequences of their acts so as to cause, the damage and injuries to Plaintiffs, which resulted from their breach of the statute mentioned above.

FIFTH CAUSE OF ACTION
(As to all Defendants-Violation of Statute-Intentional-CCC § 1942.5)

75. The allegations of Paragraphs 1 through 59 and the first, second, third, and fourth causes of action above are realleged and incorporated herein by reference.

76. California Civil Code § 1942.5 makes it unlawful for a landlord to retaliate against tenant who complaint about violations of tenability by making threats against such tenants that landlord will bring an action to recover possession, and by bringing an action to recover possession.

77. By their acts, Defendants materially breached the requirements of CCC§ 1942.5

SIXTH CAUSE OF ACTION
(As to all Defendants-Violation of Statute-Intentional-B&P§ 17200)

78. The allegations of Paragraphs 1 through 59 and the first, second, third, fourth, and fifth causes of action above are realleged and incorporated herein by reference.

79. California Business & Professions Code § 17200 makes it unlawful to engage in unlawful, unfair or fraudulent business acts or practices.

80. By their acts and intentional behavior, Defendants, unlawfully, unfairly and fraudulently failed to provide and maintain the Premises in a habitable manner.

SEVENTH CAUSE OF ACTION
(As to all Defendants-Negligence)

81. The allegations of Paragraphs 1 through 59 and the first, second, third, fourth, fifth, and sixth, causes of action above are realleged and incorporated herein by reference.

82. Defendants negligently owned and maintained the Premises, and in particular negligently failed to provided and maintain the Premises in a habitable manner, and thereby caused the damages and injuries complained of herein.

EIGHTH CAUSE OF ACTION
(As to all Defendants-Nuisance)

83. The allegations of Paragraphs 1 through 59 and the first, second, third, fourth, fifth, sixth, and seventh causes of action above are realleged and incorporated herein by reference.

84. The acts complained of above constitute a nuisance within the meaning of the California Civil Code § 3479. Defendants had a legal duty to Plaintiff to use due care to prevent and abate said nuisance. By committing the acts and omissions complained of above, Defendants breached that duty.

85. Defendants' breached their legal duty caused, and proximately caused, the damages to Plaintiff complained of above.

NINTH CAUSE OF ACTION
(As to all Defendants-Breach of Contract)

86. The allegations of Paragraphs 1 through 59 and the first, second, third, fourth, fifth, sixth, seventh, and eighth, causes of action above are realleged and incorporated herein by reference.

87. In committing the acts complained of above, Defendants breached the terms of the rental agreements for the Premises for the provision of dwellings fit for their intended use. Each of these Plaintiffs executed a written rental agreement similar if not identical to the rental agreement attached to this complaint and marker as Exhibit "A".

TENTH CAUSE OF ACTION
(As to all Defendants-Intentional Infliction of Emotional Distress)

88. The allegations of Paragraphs 1 through 59 and the first, second, third, fourth, fifth, sixth, seventh, eighth, and ninth, causes of action above are realleged and incorporated herein by reference.

89. Defendants' acts and failures to act as alleged herein are extreme and outrageous conduct beyond all bound of decency.

90. Defendants conduct was knowing, intentional and willful. Defendants had full knowledge or substantial certainty of the extreme mental distress that their conduct would cause Plaintiffs. Defendants acted with intentional disregard for the reasonable foreseeable consequences of their actions.

91. Defendants acted with the intention of causing, and/or reckless disregard for the probability of causing, emotional distress to Plaintiffs when they failed to make timely and necessary repairs to the Premises as required under the implied warranty of habitability, intentionally interfered with Plaintiff's quiet use and enjoyment of the Premises, and in retaliation of Plaintiff's complaints served them with an eviction notice.

92. As a direct and proximate result of Defendants' acts and omissions, Plaintiffs have suffered extreme mental distress to their general detriment in an amount according to proof. Plaintiffs have suffered stress, worry, and anxiety as a result of Defendants' acts.

93. Plaintiffs are informed and believe and thereon allege that the actions of Defendants as described above were done with oppression, fraud, and malice as defined in Civil Code § 3924. Accordingly, Plaintiff should recover, in additional to actual damages, damages to make an example and to punish Defendant.

ELEVENTH CAUSE OF ACTION
(As to all Defendants-Breach of the San Francisco Residential Rent Stabilization Code § 37.11A)

94. The allegations of Paragraphs 1 through 59 and the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth, causes of action above are realleged and incorporated herein by reference.

95. Section 37.11A of the Ordinance states "Whenever a landlord charges a tenant a rent which exceeds the limitations set forth in this Chapter, retaliates against a tenant for the exercise of any rights under this Chapter, or attempts to prevent a tenant from acquiring any rights under this Chapter, the tenant may institute a civil proceeding for money damages."

96. Section 37.2(q) of the Ordinance provides that a decrease in housing services without corresponding decrease in rent is a rent increase.

97. "Housing Services" are defined, pursuant to Section 37.2(g) of the Ordinance as services provided by the landlord in connection with the use and occupancy of a rental unit.

98. Section 37.3 of the Ordinance defines the circumstances by which a landlord may lawfully increase the base rent for a rental unit. No such circumstances existed with respect to the rent increases alleged in the complaint.

99. Defendants and each of them intended to, and subsequently did, deprive Plaintiffs of their rights under Section 37.3 of the Ordinance by decreasing housing services without a corresponding decrease in rent, resulting in an unlawful rent increase. Those decreases in housing services included failing to correct serious habitability violations in the Premises(thoser referenced in paragraph 52 of this Complaint and in the NOVs), and by violating Plaintiffs quiet enjoyment rights with respect to their respective tenancies of the Premises. As a direct and proximate, and forseeable results of defendants misconduct, each Plaintiff has suffered damages in an amounts according to proof, but in excess of $5,000.01.

100. As a result of defendants' violations of Section 37.11A of the Ordinance, Plaintiffs were required to retain counsel to enforce their legal rights.

TWELFTH CAUSE OF ACTION
(As to all Defendants-Breach of the San Francisco Residential Rent Stabilization Code § 37.10B)

101. The allegations of Paragraphs 1 through 59 and the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth and eleventh, causes of action above are realleged and incorporated herein by reference.

102. Section 37.10B of the Ordinance prohibits landlords or their agents from engaging in certain conduct in bad faith. Those prohibited include:

a. Interrupting, terminating, or failing to provide housing services required by contract or by State, County or local housing, health and safety laws;

b. failing to perform repairs and maintenance required by contract or by State, County or local housing, health or safety laws;

c. interfering with a tenant's right to quiet use and enjoyment of a rental housing unit as that right is defined by California law;

d. influencing or attempting to influence a tenant to vacate a rental housing unit through fraud, intimidation or coercion; and

E. Threaten the tenant, by word or gesture, with physical harm;

F. Violate any law which prohibits discrimination based on actual or perceived race, gender, sexual preference, sexual orientation, ethnic background, nationality, place of birth, immigration or citizenship status, religion, age, parenthood, marriage, pregnancy, disability, AIDS or occupancy by a minor child.

g. Interfere with a tenants right to quiet use and enjoyment of a rental housing unit as that right is defined by California law;

h. Refuse to accept or acknowledge receipt of a tenant's lawful rent payment;

i. Interfere with a tenant's right to privacy.

j. Request information that violates a tenant's right to privacy, including but not limited to residence or citizenship status or social security number.

k. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy.

103. Defendants and each of them intended in bad faith to, and subsequently did, consciously, intentionally, and in bad faith violate Plaintiff's rights under the Section 37.10B of the Ordinance, including by failing and refusing to promptly and diligently perform legally-required repairs and maintenance to the Premises, and by violating the Plaintiff's quiet enjoyment rights. As a direct, proximate and foreseeable result of defendants' misconduct, Plaintiffs have suffered damages in an amount to be proven at trial, but in excess of $10,000,000.00.

104. Pursuant to Section 37.10B(c)(5) of the Ordinance, Plaintiffs are entitled to damages(with respect to each and every offense violating Section 37.10B of the Ordinance) from defendants and each of them in an amount not less than three (3) times Plaintiff's actual damages or statutory damages in the sum of $1000.00 per violation, whichever is greater.

105. The acts of defendants and each of them, as heretofore alleged, were extreme and outrageous and done with conscious disregard for the rights of Plaintiffs, and in deliberate and callous disregard of the habitability and quiet enjoyment complaints made by Plaintiffs. Plaintiffs are informed and believe and thereon allege that defendants knew that Plaintiffs were susceptible to added discomfort as a result of the conduct described, knew that the conduct adversely affects Plaintiffs, had the wherewithal to remedy the defective housing conditions and quiet enjoyment violations, but consciously refused to do so, in deliberate violation of Plaintiffs' legal rights. Plaintiffs are therefore entitled to Punitive damages under Civil Code Section 3294 as against defendants in an amount according to proof.

106. As a result of defendants' violations of Section 37.10B of the Ordinance, Plaintiffs were required to retain counsel to enforce their legal rights.

THIRTEENTH CAUSE OF ACTION
(As to Plaintiffs Hugo56, Vilma 56 and May 50, as to all Defendants-Breach of of the San Francisco Residential Rent Stabilization Code § 37.3)

107. The allegations of Paragraphs 1 through 59 and the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh and twelfth, causes of action above are realleged and incorporated herein by reference.

108. Section 37.3 of the Ordinance places the rental restrictions and limitations on landlords for residential properties subject to rent control. Section 37.3 of the Ordinance defines the

circumstances by which a landlord may lawfully increase the base rent for a rental unit. No such circumstances existed with respect to the rent increases alleged in the complaint.

109. Defendants and each of them intended to, and subsequently did, deprive Plaintiffs of their rights under Section 37.3 of the Ordinance by intentionally and unlawfully increasing the rents as to Plaintiffs Hugo56, Vilma 56 and May 50. As a direct and proximate, and forseeable results of defendants misconduct, PlaintiffHugo56, Vilma 56 and May 50 have suffered damages in an amounts according to proof.

110. As a result of defendants' violations of Section 37.3 of the Ordinance, these Plaintiffs were required to retain counsel to enforce their legal rights.

FOURTEENTH CAUSE OF ACTION
(As to all Defendants-Breach of Health & Safety Code § 11570)
(Drug Nuisance Abatement-Health & Safety Code § 11570)

111. The allegations of Paragraphs 1 through 59 and the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh, twelfth and thirteenth, causes of action above are realleged and incorporated herein by reference.

112. Plaintiffs bring this action pursuant to California Health and Safety Code section, 11571.5, to enjoin and abate nuisances caused by acts of unlawful selling, serving, storing, keeping, manufacturing or giving away of any controlled substance, precursor or analog as specified in the California Health and Safety Code.

113. Defendants, as owners of the Property, and Does 1 through 50, as employees and agents of the owner of the Property, have been using, maintaining, or permitting the use of these premises for the unlawful sale, storage, maintenance or manufacturing of controlled substances for at least the last year.

114. The maintenance and existence of the premises at the Property as a place used for the unlawful sale, storage, distribution or manufacture of controlled substances, and as a place where unlawful drug activities have taken place and are now taking place, constitutes a public nuisance pursuant to California Health and Safety Code section 11570 et seq.

115. The nuisance has not been abated. Unless Defendants are enjoined by an order of this Court, they will continue to use, occupy, maintain, and allow or permit the use, occupation and maintenance of this Property, together with fixtures and movable property located therein, for the

unlawful drug activities alleged in this complain, and encourage the further maintenance of this nuisance on these premises, to the irreparable damage of Plaintiffs, all other tenants and the general public.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

A. That the property at 1751 Market Street in San Francisco, California together with the fixtures and movable property therein and thereon, be declared a public nuisance and permanently abated in accordance with sections 11570 through 11581 of the California Health and Safety Code;

B. For general and special damages according to proof;

C. For statutory damages;

D. That a civil penalty not to exceed Twenty-Five thousand Dollars ($25,000.00) be assessed against each Defendant pursuant to California Health and Safety Code 11581, et seq.;

E. That Defendants be ordered to abate all conditions which cause the nuisance;

F. That Defendants be enjoined from occupying the Property and/or allowing the Property to be occupied until such time as the building on the Property is brought up to code or demolished;

G. The recordation of an abstract of judgment in this case constitutes a prior lien that may be held on the Property by any Defendant to this action.

H. For Defendant Khouri to reside at one of the units in the building until all habitability and drug nuisances are abated in accordance with Health & Safety Code 11573.5(f)(1)(H);

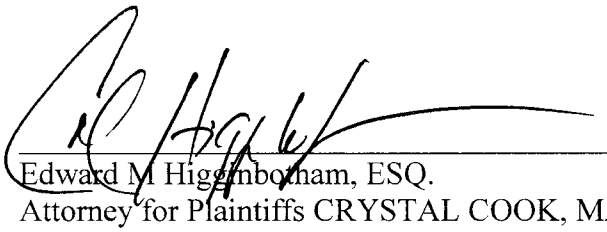
I. Prejudgment interest, unless duplicative of relief obtained under other causes of action;

J. For attorney's fees pursuant to California Civil Code §§ 1941.1, 1942.4, Health & Safety Code 11352;

K. For punitive damages according to proof;

L. For any and all other relief which the Court deems proper and just

Dated: June 17, 2014



Edward M Higginbotham, ESQ.
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CM-010

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ATTORNEY FOR (Name):

FOR COURT USE ONLY

FILED
San Francisco County Superior Court
JUN 20 2014
CLERK OF THE COURT
BY: Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 400 Mcallister
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME:

CASE NAME:
Cook et al. v. Khouri et al.

CIVIL CASE COVER SHEET

☑ **Unlimited** (Amount demanded exceeds $25,000) ☐ **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
CGC-14-540125
JUDGE:
DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☑ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- ☐ Business tort/unfair business practice (07)
- ☐ Civil rights (08)
- ☐ Defamation (13)
- ☐ Fraud (16)
- ☐ Intellectual property (19)
- ☐ Professional negligence (25)
- ☐ Other non-PI/PD/WD tort (35)

Employment
- ☐ Wrongful termination (36)
- ☐ Other employment (15)

Contract
- ☐ Breach of contract/warranty (06)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

Real Property
- ☐ Eminent domain/Inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

Unlawful Detainer
- ☐ Commercial (31)
- ☐ Residential (32)
- ☐ Drugs (38)

Judicial Review
- ☐ Asset forfeiture (05)
- ☐ Petition re: arbitration award (11)
- ☐ Writ of mandate (02)
- ☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
- ☐ RICO (27)
- ☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- ☐ Partnership and corporate governance (21)
- ☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☑ monetary b. ☑ nonmonetary; declaratory or injunctive relief c. ☑ punitive
4. Number of causes of action *(specify)*:
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date:
Ian B. Kelley
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov